

SECURITY AGREEMENT AND SECURITY ASSIGNMENT UNDER LAND TRUST

CITICORP SAVINGS

Corporate Office One South Dearborn Street Chicago, Illinois 60653 Telephone 312 977 5000

KNOW ALL MEN BY THESE PRESENTS that the undersigned

BARTELL KEITHLEY, EDDIE LORAIN KEITHLEY, BARTELL K KEITHLEY

hereinafter collectively called "Assignor's", the owners of 100% of the beneficial interest under that certain Trust Agreement dated JULY 26, 1988 and known as Trust No. 3046 Trust Agreement executed by

THE STEEL CITY NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION

as Trustee under the Trust Agreement, hereinafter referred to as "Trustee", in compliance with the provisions of the said Trust Agreement, in consideration in hand paid, the receipt and sufficiency whereof is hereby acknowledged, the Assignor has granted, conveyed, sold, assigned, pledged and delivered unto Citicorp Savings of Illinois, a Federal Savings and Loan Association, the Illinois member of Citicorp Savings, all of the right, title and interest of the Assignor under and to the said Trust Agreement, and the proceeds thereof, together with all other rights under said Trust Agreement, hereinafter called "Property", in and to all the proceeds, income of the Property, and all payments to be made without limitation, all proceeds and assets from rentals, mortgages, sales, conveyances, or other dispositions of real, personal and intellectual property from the Property or any part thereof, including without limitation, the right to manage, direct and control the Property and the assets and things of value as borrower in respect of such Property, hereinafter referred to as the "Collateral".

This Assignment is made and given as collateral security for payment in full of

(1) The payment of the indebtedness by Assignor to the Lender evidenced by a certain Promissory Note dated JULY 26, 1988 in the amount of \$ 100,000.00

Trustee has been given to the order of the Lender and any other creditors of the Assignor, in full or in part, in satisfaction or extension thereof, and any other indebtedness, obligations and liabilities of Assignor to the Lender, and all other debts, obligations and liabilities of Assignor, whether now existing or hereinafter arising, of any kind, business or otherwise, and all other debts, obligations and liabilities of Assignor to the Lender.

- (2) All future advances made by Lender to or for the benefit of the Trustee, Assignor or the Property, and all other debts, obligations and liabilities to and maintenance of the Collateral, taxes and assessments of any other character, the interest on the Collateral, the Lender's cost;
(3) All expenses and charges, legal or otherwise, incurred in the process of the payment of the indebtedness secured hereunder, all of which is referred to as the "Indebtedness".

Assignor Represents, Warrants, Covenants and Agrees as follows:

1. The terms and provisions contained in this Assignment shall be in the context of this security agreement, and shall be construed in accordance with the Uniform Commercial Code of the State of Illinois, the "Code".

2. Assignor represents and warrants that the Assignor has full, free and clear title to the said Indebtedness, that the same is free of all interest of the Lender thereon, the Assignor is the owner of all of the beneficial interest and all other rights in the said Trust Agreement, and that the security interest, encumbrance or other right, title or interest of any other person in the said Indebtedness, the Property, the Collateral, the said Indebtedness, the said Indebtedness and demands of all persons at any time claiming the same, or any interest therein, is in full payment of the Indebtedness.

3. Assignor represents and warrants that there is no financing statement filed in the public records of any jurisdiction in which this Assignment is intended to be recorded, and that the Assignor has no knowledge of any such filing. Assignor hereby agrees to execute and file with the Lender to the Assignor or the Trustee, a financing statement, in accordance with the provisions of the Code, in connection with this Assignment. The subject beneficial interest in whole or in part and will not execute or file any financing statement, or any other instrument, which might affect the said beneficial interest.

4. The trust above referred to is the owner of record of Property described in the trust attached hereto, and the same is not encumbered except for mortgages and other liens shown on the said rider.

5. Assignor will furnish the Lender with satisfactory evidence that the Collateral has been insured, and that the insurance is in the name of the party and that such insurance coverage will be maintained throughout the term of the Indebtedness and for a period of 90 days thereafter, and will maintain such other insurance coverage as the Lender may require.

6. Assignor shall promptly repair, restore or rehabilitate buildings, structures, improvements or other fixtures on the Property, and shall promptly reconstruct or destroyed, to keep the Property in good condition and repair and without waste, in compliance with applicable codes, ordinances, laws, regulations, orders or any time in process of enforcement upon the Property, and comply with all applicable laws, regulations, orders, codes, ordinances, laws, regulations, orders and the use thereof, and give without prior written consent of the Lender being first had and obtained, make no material alterations to the Property, except as required by law or municipal ordinance.

7. Assignor will pay all taxes, now or hereafter levied, assessed, charged or due by the Collateral, and for the same, the amount thereof, and will promptly discharge any and all liens now or hereafter chargeable against the Collateral.

8. Assignor will not hereafter, without the prior written consent of the Lender, assign, sell, transfer or encumber the Collateral, and will not hereafter, without the prior written consent of the Lender, to direct the Trustee to lease, sell, transfer or encumber the Collateral, and will not hereafter, without the prior written consent of the Lender, to direct the Trustee, in connection with claims under insurance policies on the Collateral, to waive the priority of loss which exceed one thousand (\$1,000) dollars in the aggregate in any one instance, or to direct the Trustee with respect to distribution of funds received by or payable to the Trustee which exceed the sum of one thousand (\$1,000) dollars in the case of any such distribution.

9. Assignor shall pay any indebtedness which may be secured by a lien or charge upon the Collateral and, upon receipt of such payment, will execute, or cause to be executed, a written instrument to the Lender, upon default of such payment, the Lender may, but need not, make such payment to the Assignor or the Trustee, or to the holder of the Collateral and purchase, discharge, compromise or settle any tax lien or other lien or other claim, or redeem from any tax sale or forfeiture affecting the Collateral or contest any tax or assessment.

10. All moneys advanced by the Lender for any of the purposes stated in this agreement, and all the proceeds of the Collateral, and the use of the Lender thereon whether or not described in this agreement, and all expenses paid or incurred in connection therewith, including but not limited to the Indebtedness secured by the security interest created by this agreement and become in the nature of a loan, and may be added to the Indebtedness at the "Default Rate" stated in the Promissory Note referred to above, or if not stated therein, at the rate of 3% per annum, or such other stated rate of interest charged on any note, to which this security agreement refers on pages one and two hereof.

11. Notwithstanding anything to the contrary appearing in the Trust Agreement, the interest thereon shall be a secured interest in the Lender by way of collateral security only and, accordingly, Lender by its acceptance hereof shall not be deemed to have assumed the same, and the amount of the obligations or liabilities of Assignor under the Trust Agreement, whether provided for by the terms hereof or not, shall be payable in full to the Lender, Assignor hereby acknowledging that Assignor remains liable thereunder to the same extent as though this Assignment had not been made. Lender, notwithstanding that the Lender may also be the Trustee under the Trust Agreement, has proceeded in this agreement to reserve, and the parties, rights and interests reserved or granted to the Assignor under the Trust Agreement, including without limitation, the right to select and receive the proceeds from rentals and from mortgages, sales, conveyances or other dispositions or realizations of any kind or character of or from the Property or any part thereof.

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12. The occurrence of any of the following events or conditions shall, at the option of the Lender, constitute an event of default hereunder:

(a) Default in the payment or performance of the Indebtedness, or failure of the Assignor to perform any material obligation made to the Assignor herein, or breach of any warranty or falsity of any representation made by Assignor or Lender herein, or violation of any law, statute or ordinance or levy upon the Collateral, or institution of any proceeding by or against Assignor or Assignor's business under any bankruptcy, insolvency statute or an assignment by Assignor for benefit of creditors or appointment of a receiver for Assignor or the Collateral, or the insolvency, liquidation or the United States or any state, or institution of any proceeding by or against Trustee, Assignor or Obligors under any bankruptcy, insolvency statute or an assignment by Assignor or Obligors for the benefit of creditors or appointment of a receiver for Assignor or Obligors, or the liquidation or the United States or any state, or reasonable insolvency of Lender, or the actual or constructive bankruptcy of the Collateral, whether prior to or subsequent to the security interest and lien of the Lender and the failure of the Assignor to discharge such lien or encumbrance upon demand or on the default of any terms or conditions contained in any existing mortgages or Trust Deed upon the Property.

13. Upon the occurrence of any default, Lender may declare all installments of the Indebtedness and all incidents thereof secured hereby, immediately due and payable, and Lender may:

(a) Exercise any one or more of all the rights or remedies set forth in the Indebtedness hereinafter described, or set forth in any other evidence of indebtedness secured hereby, or in any agreement between Assignor and Lender;

(b) Proceed immediately to exercise each and all of the powers, rights and privileges reserved in this Security Agreement and the Trust Agreement to mortgage, lease, control and deal with the Property or any part thereof, including without limitation, the right to receive and take possession of rents, proceeds from rentals and from mortgages, sales, conveyances or other dispositions or realizations of any kind of or from the Property or any part thereof; and

(c) Sell the Collateral at public or private sale or in compliance with the provisions of the Code, Assignor agrees that the requirements of the Code shall be fulfilled to the extent mandated to the Assignor at the address shown below or less than that address, and that the proceeds of such sale or disposition of the Lender to the purchaser of its own account or sale or other disposition of that property shall be applied to the payment of the debt secured hereunder, or at that time of such sale or disposition, the Trustee under the Trust Agreement, but in no event shall the fact that the proceeds of such sale or disposition in any manner otherwise affect the rights of the Lender to sell, dispose of or otherwise deal with the security interest or collateral hereunder.

(d) Institute a judicial proceeding in aid of the right of the Lender to exercise Assignor's rights, powers and privileges in the Collateral, and to receive the security interest and lien conferred by this agreement and to effect a sale of the Collateral.

The foregoing remedies may be exercised separately or in combination concurrently or successively at the sole option of the Lender.

The reasonable expenses of the Lender in assuming possession of the Collateral and in enforcing its rights under this agreement shall be the responsibility of the assignor. Attorney's fees, court costs, of the searches and other legal expense shall be additional indebtedness which the Assignor agrees to pay upon demand.

14. The acceptance by Lender at any time and from time to time of partial payment of the Indebtedness shall not be deemed to be satisfaction of any default. No waiver by Lender of any default shall be deemed to be a waiver of any other then existing or subsequent default or defaults, and no such waiver shall be deemed to be a continuing waiver. No delay or omission by Lender to exercise its rights or remedies hereunder shall constitute a waiver of any right, remedy or privilege or be construed to waive the interest or any part thereof, or the right, remedy or privilege of the Lender hereunder.

15. All the rights herein conferred upon the Lender are cumulative and not mutually exclusive, and the rights, interests, powers of the law and all such rights and remedies hereunder or by law conferred, may be exercised at any time or from time to time and in such order as the Lender may desire.

16. This Security Agreement shall be construed according to the laws of the State of Illinois. Waiver of any law shall constitute a waiver of any subsequent default. All rights of Lender shall inure to the benefit of its successors and assigns and all obligations of Assignor shall inure to its heirs, executors, personal representatives, successors or assigns. If there is more than one debtor, their obligations hereunder shall be joint and several. This agreement shall become effective when signed by the Assignor.

17. The Assignor agrees that the Lender may, without notice to the Assignor, assign this debt to any other lender, and any indebtedness secured by this instrument. Lender need not proceed against the maker or guarantors of said indebtedness or proceed against any other guarantors prior to the institution of any sale or court proceedings to liquidate the Collateral hereunder.

18. Assignor acknowledges receipt of a completed copy of this Security Agreement.

19. Assignor represents and warrants that this Assignment is solely a pledge of proceeds of the Property to the Lender for the purpose of securing the purpose of entering this transaction, and that this Assignment is not intended to be an assignment of the Property to the Lender. Notwithstanding anything herein to the contrary, in the event a court of competent jurisdiction determines that this Assignment is an assignment of the Property, Assignor hereby expressly waives all rights and benefits under and by virtue of the Homestead Exemption of the State of Illinois. Assignor agrees that Assignor shall not and will not apply for, or avail himself of any appointment, valuation, stay, discharge, or other relief or exemption available to a debtor hereafter enacted, in order to prevent or hinder the enforcement or collection of this agreement should a bankruptcy proceeding be declared against Assignor, and hereby waives to the extent permissible by law, all rights and benefits under Illinois laws.

20. If there is more than one Assignor, the word "Assignor" shall be deemed to include all of them.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the
JULY 28TH 1988

Address for purposes of Notices

1233 W. 111TH PLACE
CHICAGO, IL 60643

1233 W. 111TH PLACE
CHICAGO, IL 60643

1233 W. 111TH PLACE
CHICAGO, IL 60643

Signature

X *Bartell Keithley*
BARTELL KEITHLEY

X *Eddie Loraine Keithley*
EDDIE LORAIN KEITHLEY

X *Bartell K Keithley*
BARTELL K KEITHLEY

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CITICORP SAVINGS OF ILLINOIS hereby acknowledges receipt of the foregoing Assignment this 28TH day of JULY 19 88 and accepts the same

CITICORP SAVINGS OF ILLINOIS

By Scott Kalbosen
ITS SCOTT KALBOSEN
Operator
Real Estate Clerk

Trustee's Endorsement

as Trustee under Trust No _____ hereby acknowledges

receipt of the foregoing Assignment this _____ day of _____ 19 _____

as Trustee as aforesaid

By _____

Its _____

Rider to Security Agreement and Security Assignment Under Land Trust

Legal Description of Real Property

THE NORTH 10 FEET OF LOT 32, ALL OF LOT 33 AND 34 AND 35 (EXCEPT THE NORTH 15 FEET THEREOF) IN SPEIGHT AND OTHERS SUBDIVISION OF 17.117 ACRES SOUTH OF THE BALTIMORE AND OHIO RAILROAD IN THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I.D. # 21-31-108-030-0000

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Mortgages and Other Liens on the Above Described Property (if none, please state "NONE")

CITICORP SAVINGS FORM 157CA (PAGE 1)

TELEPHONE 312 877 6000
FAX 312 877 6000
8000-06 S. PHILLIPS
CHICAGO, IL 60617
COOK COUNTY REC'D PER

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**SECURITY AGREEMENT
AND SECURITY ASSIGNMENT
UNDER LAND TRUST**

To

Citicorp Savings of Illinois
A Federal Savings and Loan Association

Upon Property Located at:

8000-06 S. PHILLIPS
CHICAGO, IL 60617

CITICORP SAVINGS

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (312) 877-6000

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Property of Cook County Clerk's Office



Return to:
Steel City Bank
3030 E. 92nd ST.
Chgo IL 60617

ATT: PAM CERNETIC