

UNOFFICIAL COPY

Amalgamated Trust & Savings Bank

COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST AND SECURITY AGREEMENT

89196220

In order to induce Amalgamated Trust & Savings Bank, One West Monroe Street, Chicago, Illinois, 60603 ("Secured Party")

to make one or more loans to AMALGAMATED TRUST AND SAVINGS BANK, UNDER TRUST NO. 3827 which loans are evidenced by a certain promissory note or notes ("Notes") more fully described below, and to secure payment of said Notes and all other indebtedness payable under this Collateral Assignment of Beneficial Interest and Security Agreement ("Agreement"), PHILIP S. KRONE AND JOAN P. KRONE ("Debtor") hereby grants a security interest in and sells, assigns, transfers, conveys, and sets over to Secured Party all of the following ("Collateral"):

All of Debtor's rights, powers (including the power of direction), privileges and beneficial interests in, to and under certain Trust Agreement(s) dated and known as follows:

AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 15, 1983 AND KNOWN AS TRUST NO. 3827

and in the property now or in the future held pursuant to the terms of said Trust Agreement(s) or owned by the Trustee under such terms and to any and all proceeds of the property or any part thereof, including without limitation all proceeds from rentals, mortgages, sales, conveyances, insurance recoveries or other dispositions or realizations of any kind or from said property or any part thereof, including the right to manage, direct and control the property and the acts and doings of the Trustee in respect of such property;

and the Trustee is directed and authorized to act upon the Secured Party's direction, without inquiry as to the Secured Party's authority to execute such direction, and Debtor does hereby release the Trustee from any and all liability in so doing.

This Agreement is made and given as security for the prompt payment when due of any and all obligations, indebtedness and liability of Debtor, or any borrower for whose indebtedness this Agreement is pledged as collateral, to Secured Party whether such obligation, indebtedness or liability is now existing or hereafter created, direct or indirect, absolute or contingent, joint and several or joint or several, due or to become due, howsoever created, evidenced or arising and howsoever acquired by the Secured Party, and all renewals, substitutions and extensions thereof (all of which are hereafter collectively called "Liabilities"), including, but not limited to:

(a) The payment of a note of AMALGAMATED TRUST AND SAVINGS, UNDER TRUST #3827 which note is dated APRIL 17, 1989, and in the principal amount of ONE HUNDRED NINETY THOUSAND Dollars (\$190,000.00), with interest on the unpaid balance (prior to maturity) to accrue at 1.0% OVER PRIME* and

(b) All future advances made by Secured Party to or for the account of Debtor including advances for loans, insurance repairs to and maintenance of the Collateral or the real estate which is held in the aforementioned trusts, taxes and discharge of any other lien, security interest or encumbrance by Secured Party, and all costs and expenses incurred in the collection of any indebtedness of Debtor including reasonable attorneys' fees and legal expenses.

REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF DEBTOR

Debtor warrants, covenants and agrees as follows:

1. Except for the security interest of Secured Party in the Collateral and the information set forth on Schedule A attached to and made a part of this Agreement, Debtor is the sole owner of all of the Collateral free from any lien, security interest or other right, title or interest of any other person in same, and has full right, power and authority to enter into this Agreement and to grant Secured Party a security interest and shall, at his own expense, defend the Collateral against all claims and demands of any and all persons at any time claiming the same or any interest adverse to that of the Secured Party.

2. The subject trust is the owner of record of real estate described ("Described Real Estate") in Schedule A attached to and made a part of this Agreement, which real estate is unencumbered except for mortgages and other liens shown on Schedule A.

3. Debtor shall not sell, encumber or grant any further security interest in the Collateral, or the Described Real Estate without the written consent of the Secured Party, and shall not use or permit the Collateral or the real estate in the subject trusts to be used in violation of any law or ordinance.

4. Debtor shall furnish the Secured Party with satisfactory evidence that the Described Real Estate has been adequately insured by companies acceptable to the Secured Party and that such insurance coverage will be maintained throughout the term of the loans secured hereby. Debtor shall also purchase and maintain such other insurance coverage as the Secured Party may require.

5. Debtor shall pay all of the title charges, insurance premiums, recording fees, filing fees, Trustee's fees, real estate taxes, special assessments and any and all other fees in connection with any and all of the Described Real Estate.

6. Debtor shall pay any indebtedness which may be secured by a lien or charge upon the Collateral or the Described Real Estate, and, upon request, exhibit satisfactory evidence of such payment to the Secured Party. Upon default of such payment the Secured Party may, but need not, make any payment required of the Debtor in the protection of the Collateral or the Described Real Estate and purchase, discharge, compromise or settle any tax lien or other lien or title or claim, or redeem from any tax sale or forfeiture affecting the Collateral or the Described Real Estate or contest any tax or assessment.

7. All money advanced by the Secured Party for any of the purposes stated in this Agreement, or for the protection of the Collateral or the Described Real Estate or of the lien of the Secured Party in same, whether or not described in this Agreement, and all related expenses paid or incurred, including attorneys' fees, shall be additional indebtedness secured by the security interest created by this Agreement and become immediately due and payable without notice and with interest

thereon at the rate of FOUR percent (4.0) ~~PER ANNUM~~ OVER PRIME*

*WALL STREET JOURNAL PRIME RATE

EVENTS OF DEFAULT

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The occurrence of any of the following events of default shall, at the option of the Secured Party and without notice or demand on the Debtor, constitute an event of default under this Agreement:

- 1. Default in the payment of any amount when due... 2. Failure of the Debtor to perform any covenant... 3. Breach of any warranty or falsity of any representation... 4. Attachment, seizure, foreclosure... 5. The death of Debtor... 6. Institution of any proceeding... 7. The accrual of any lien or charge... 8. Damage, destruction, loss or theft...

REMEDIES

- Upon the occurrence of any default, Secured Party may: 1. Exercise any one or more of the rights or remedies... 2. The Secured Party may proceed immediately to exercise each and all of the powers, rights and privileges... 3. The Secured Party may proceed to protect and enforce this transfer or conveyance... 4. No remedy herein conferred upon or reserved to Secured Party is intended to be exclusive...

GENERAL PROVISIONS

- 1. Debtor agrees to pay Secured Party reasonable costs and expenses... 2. After first deducting all costs and expenses... 3. Notwithstanding anything to the contrary... 4. The Debtor will execute and deliver to Secured Party... 5. The Secured Party shall be deemed to have exercised reasonable care... 6. In the event that this Agreement is executed by more than one debtor... 7. The terms and provisions of this Agreement shall be construed... 8. This Agreement and every part of it shall be binding upon the Debtor... 9. This Security Agreement shall be construed according to the laws... 10. Debtor acknowledges receipt of a completed copy of this Agreement.

Dated at Chicago, Illinois this SEVENTEENTH day of APRIL, 1987

Signature of Philip S. Krone (Debtor) and Joan P. Krone (Lessor)

ACCEPTANCE

AMALGAMATED TRUST & SAVINGS BANK acknowledges receipt of the foregoing Collateral Assignment of Beneficial Interest and Security Agreement this 17th day of April, 1987

Signature of Trustee for Amalgamated Trust & Savings Bank

TRUSTEE'S ENDORSEMENT

AMALGAMATED TRUST & SAVINGS BANK, not personally, but solely as Trustee under its Trust Number(s), as aforesaid, hereby acknowledges receipt of the foregoing Collateral Assignment of Beneficial Interest and Security Agreement this 17th day of April, 1987

AMALGAMATED TR. & SAV. BK. ONE W. MONROE CHICAGO, IL 60603. Signature of Vice-President and Secretary.

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