Prepared By: UNOFFICIAL COPY
Rock, Fusco, & Garvey, Ltd. FICIAL COPY

Rock, Fusco, & Garvey, Ltd 350 North LaSalle Street -Suite 900 Chicago, Illinois 60610

Mail to: Liberty Federal Bank One Grant Square Hinsdale, Illinois 60521 00521249

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Cook County Recorder 29,00



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SECURITY AGREEMENT - CHATTEL MORTGAGE

THIS Security Agreement-Chattel Mortgage, effective this 29th day of June, 2000, by and between KEVIN HAUGH and MARGARET HAUGH, herein collectively referred to as "Borrowers" having an address at 1063 N. Paulina, Chicago, Illinois 60622 and Liberty Federal Bank, hereinafter referred to as "Lerder", having an address at One Grant Square, Hinsdale, Illinois 60521;

WITNESSETH:

WHEREAS, Borrowers have executed and delivered to Lender, a certain mortgage of even date herewith in the amount of \$328,000.00 (hereinafter referred to as "Real Estate Mortgage"), recorded in the Recorder's Office of Cook County, Illinois, pertaining to the premises described on Exhibit "A" which Real Istate Mortgage was given to secure the payment of the Borrowers' rerformance of all terms and conditions of that certain Promissory Note ("Note") bearing even date herewith executed by Borrowers, in the amount of \$328,000.00 dated of even date herewith payable to the order of Lender, and delivered, in and by said parties to the Lender promising to pay the aggregate principal sum of \$328,000.00 and interest, provided in said Note, all said principal and interest being made payable at such place as the holders of said Note, from time to time in writing appoint, and in the absence of such appointment, at the office of Liberty Federal Bank, One Grant Square, Hinsdale, Illinois 60521.

NOW, THEREFORE, the Borrowers to secure the payment of said principal sum of money evidenced by the Note and interest thereon in accordance with the terms, provisions and limitations of said Note, as well as full performance of all terms and dates set forth in the Loan Agreement, and the Real Estate Mortgage and the performance of the covenants and agreements herein contained by the Borrower to be performed and also in the consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, does by these presents grant a security

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interest in, and sell, convey, confirm, mortgage and set over unto the Lender and its successors and assigns, all the furniture, furnishings, fixtures, equipment of every description, and all replacements thereof and substitutions therefore, and the proceeds thereof now or hereafter located in the premises hereinabove described, (excepting from the foregoing however, any furniture, fixtures, business equipment or articles of personal property belonging to any present or future tenant or lessee of the said premises), all of such property hereinafter called the "Collateral".

TO MAVE AND TO HOLD all and singular collateral unto the Lender, its successors and assigns to its and their sole use forever for the uses and purposes herein set forth.

It is hereby understood and agreed as follows:

- 1. Borrowers shall pay, or cause to be paid to Lender installments of principal and interest due and owing to Lender and evidenced by the Note payable to the order of Lender and shall perform all of the terms, covenants, conditions and agreements set forth in the Real Estate Mortgage more particularly described hereinabove.
- 2. In the event that Porrowers shall fail to pay the principal and interest due on the Note or perform the terms, covenants, conditions and agreements set forth in the Loan Agreement and the Real Estate Mortgage within the time specified therein, Lender shall have the right to exercise each and all of the remedies set forth in said documents and in addition thereto, Lender shall be entitled to any and all remedies available under the Uniform Commercial Code in force in the State of Illinois as of the date of this Agreement.
- 3. Any Notice of default or other notice required to be given or which the Lender may desire to give the Borrowers hereunder may be given by the Lender to the Borrowers in person or by United States Registered or Certified Mail addressed to the Borrowers at such address which shall have been designated in writing by said Borrowers to said Lender as a place for the giving of notice, or, in the absence of such designation, then at the premises.
- 4. The terms used to designate any of the parties herein shall be deemed to include their respective successors and assigns, and the term "Lender" shall also include any lawful owner, holder or pledge of the indebtedness secured hereby.
- 5. Borrowers will join with Lender in executing one or more Financing Statements pursuant to the Uniform Commercial Code in form satisfactory to Lender and will pay the cost of filing the

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same or filing or recording this Security Agreement - Chattel Mortgage in all public offices and of all searches of records, wherever filing or recording or searching of records is deemed by Secured Party to be necessary or desirable.

IN WITNESS WHEREOF, the Borrowers have executed this Security Agreement effective as of the date and year first above written.

Horner, St. Coot County Clart's Office

BORROWERS:

KEVIN HALIGY

MARCARET HALICH

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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF LOTS 37, 38, 39, 40, AND 41 IN BLOCK 3 IN KOESTER AND ZANDER'S ADDITION TO IRVING PARK IN SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 10, 1904 AS DOCUMENT 3631371, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 41, LYING 10 FEET EAST OF THE NORTHWEST CORNER THEREOF, SAID PART BEING MONUMENTED BY AN ILLINOIS DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS MARKER, THEREOF ON AN ASSUMED BEARING OF NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS, EAST 115.43 FEET (RECORDED AS 115.52 FEET) ALONG THE NORTH LINE OF SAID LOT 41 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 05 MINUTES 08 SECONDS EAST 108.24 FEET ALONG THE EAST LINE OF AFORESAID LOTS 37, 38, 39, 40, AND 41 TO A PART, SAID PART BEING MONUMENTED BY A CUT CROSS, THENCE NORTH 46 DEGREES 52 MINUTES, 56 SECONDS WEST 158.38 FEET TO POINT OF BEGINNING, ALL IN COOK COUNTY, LELINOIS1111

P.I.N. 13-23-110-007-0000 13-23-110-008-0000 13-23-110-043-0000

COMMONLY KNOWN AS: 3778 PARKVIEW TERRACE, CHICAGO, ILLINOIS 60618

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This Document was prepared by: CHRISTOPHER M. NOVY ROCK, FUSCO & GARVEY, LTD. 350 North LaSalle Street Suite 900 Chicago, Illinois 60610 (312) 464-3500