

Prepared By:
Rock, Fusco & Garvey, Ltd.
350 North LaSalle Street
Suite 900
Chicago, Illinois 60610

Mail to:
LaSalle Bank National Association
8303 W. Higgins Road
Suite 600
Chicago, Illinois 60631

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2001-05-01 15:14:37

Cook County Recorder 31.50



SECURITY AGREEMENT - CHATTEL MORTGAGE

THIS Security Agreement Chattel Mortgage, effective this 12th day of April, 2001 by and between 1526 South Wabash, L.L.C., an Illinois limited liability company, herein referred to as "Borrower", having an address at 1021 South State Street, Suite 302, Chicago, Illinois 60605, for the benefit of LaSalle Bank National Association, hereinafter referred to as "Lender", having an address at 135 South LaSalle Street, Chicago, Illinois 60603.

WITNESSETH:

WHEREAS, Borrower, has executed and delivered to Lender, a certain mortgage of even date herewith in the amount of \$930,000.00 (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 Estate Mortgage was given to secure the payment of the Borrower's performance of all terms and conditions of that certain Promissory Note ("Note") bearing even date herewith executed by Borrower, in the amount of \$930,000.00 dated of even date herewith payable to the order of Lender, and delivered, in and by said party to the Lender promising to pay the aggregate principal sum of \$930,000.00 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 LaSalle Bank National Association, 135 South LaSalle Street, Chicago, Illinois 60603.

NOW, THEREFORE, the Borrower 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 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 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 HAVE 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. Borrower shall pay to Lender installments of interest due and owing to Lender and evidenced by the Note payable to the order of Lender, and any and all installments of principal and interest due and owing to the Lender by virtue of future advances made by the Lender to the Borrower, and shall perform all of the terms, covenants, conditions and agreements set forth in the Promissory Note and Real Estate Mortgage more particularly described hereinabove.
2. In the event that Borrower shall fail to pay the interest due on the Note or perform the terms, covenants, conditions and agreements set forth in the Promissory Note or 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 Borrower hereunder may be given by the Lender to the Borrower in person or by United States Registered or Certified Mail addressed to the Borrower at such address which shall have been designated in writing by said Borrower 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 pledgee of the indebtedness secured hereby.
5. Borrower 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 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.
6. This Agreement is made in and governed by the laws of the State of Illinois.

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IN WITNESS WHEREOF, the Borrower has executed this Security Agreement - Chattel Mortgage effective as of the date and year first above written.

BORROWER:

1526 SOUTH WABASH, L.L.C., an Illinois
limited liability company, by:
FOX FAMILY LIMITED PARTNERSHIP,
an Illinois limited partnership
One of its Members

By: Carlina Benny Fox
Name: Carlina R. Fox
Its: General Partner

By: LT Fox
Name: Dr. Lawrence M. Fox
Its: General Partner

Kevin M. Fox
Kevin M. Fox, Individually
One of its Members

Michael A. Moynihan
Michael A. Moynihan, Individually
One of its Members

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

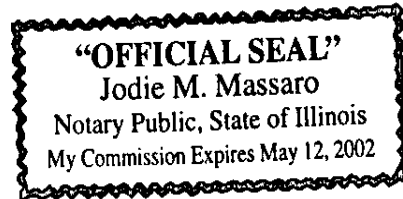
I, Jodie M. Massaro, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Carlina R. Fox and Dr. Lawrence Fox, the general partners of the Fox Family Limited Partnership, and Kevin M. Fox and Michael A. Moynihan, all being the members of 1526 South Wabash, L.L.C., an Illinois limited liability company, personally know to me to be the same persons whose name are subscribed to the foregoing instrument as such managing members, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said 1526 South Wabash, L.L.C., for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of April, 2001.

Jodie M. Massaro
Notary Public

My Commission Expires:

May 12, 2002



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

THE EAST 122.05 FEET OF LOT 1 AND THE NORTH 1.50 FEET OF THE EAST 122.05 FEET OF LOT 2 IN BLOCK 26 IN THE ASSESSOR'S DIVISION OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART OF SAID LOT 1 FALLING IN THE NORTH 77.3 FEET OF THE SOUTH 444 FEET OF SAID NORTHWEST FRACTIONAL QUARTER, CONTAINING 0.073 ACRE (3,173.3 SQUARE FEET), MORE OR LESS, ALL SITUATED IN THE CITY OF CHICAGO, THE COUNTY OF COOK AND THE STATE OF ILLINOIS.

P.I.N. 17-22-105-049-0000

COMMONLY KNOWN AS: 1525 South Wabash, Chicago, Illinois 60605

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EXHIBIT B

PARCEL B:

LOT 1 AND THE NORTH 1.50 FEET OF LOT 2 IN BLOCK 26 IN THE ASSESSOR'S DIVISION OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; EXCEPTING THEREFROM THAT PART OF SAID LOT 1 FALLING IN THE NORTH 77.3 FEET OF THE SOUTH 444 FEET OF SAID NORTHWEST FRACTIONAL QUARTER; ALSO EXCEPTING THAT PART THEREOF TAKEN FOR ALLEY; ALSO EXCEPTING THE WEST 9.00 FEET OF SAID LOT 1 AND THE WEST 9.00 FEET OF THE NORTH 1.50 FEET OF SAID LOT 2; ALSO EXCEPTING THE EAST 122.05 FEET OF SAID LOT 1 AND THE EAST 122.05 FEET OF THE NORTH 1.50 FEET OF SAID LOT 2, CONTAINING 0.024 ACRE (1,038.41 SQUARE FEET), MORE OR LESS, ALL SITUATED IN THE CITY OF CHICAGO, THE COUNTY OF COOK AND THE STATE OF ILLINOIS.

P.I.N. 17-22-105-049-0000

COMMONLY KNOWN AS: 1526 South Wabash, Chicago, Illinois 60605