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Cook County Recorder

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SECURITY AGREEMENT



THIS SECURITY AGREEMENT (this "Security Agreement") is made and entered into as of June 28, 2001, between **DEVONSHIRE LLC**, an Illinois limited liability company (the "Borrower"), and BUILDERS BANK, an Illinois banking corporation (the "Secured Party").

BACKGROUND

- A. The Borrower has executed a Mortgage Note of even date herewith (together with all renewals, an endments, supplements, restatements, extensions, and modifications thereof and thereto, the "Devenshire Note"), wherein the Borrower promises to pay to the order of Lender the principal amount of Three Million and No/Dollars (\$3,000,000) in repayment of a mortgage loan from Lender in like an ourt (the "Devonshire Loan"), together with interest thereon, at variable rates of interest and otherwise as set forth in the Devonshire Note, which Devonshire Note is due and payable on or before the Maturity Date (as defined in the Devonshire Note).
- B. James E. Graca, an individual and a member of the Borrower ("Graca") has executed a Mortgage Note of even date herewith (together with all renewals, amendments, supplements, restatements, extensions, and medifications thereof and thereto, the "Graca Note"), wherein Graca promises to pay to the order of Lender the principal amount of Four Million One Hundred Fifty Thousand and No/'Dollars (\$4,1:0,000) in repayment of a mortgage loan from Lender in like amount (the "Graca Loan"), together with interest thereon, at variable rates of interest and otherwise as set forth in the Graca Note, which Graca Note is due and payable on or before the Maturity Date (as defined in the Graca Note).
- C. The Secured Party is willing to make the Devon hire Loan only on the condition that the Borrower executes and delivers this Security Agreement to the Secured Party.
- D. Capitalized terms contained in Section 1 of this Agreement and used hereinafter shall have the meanings ascribed to them in the Uniform Commercial Code as presently enacted in the State of Illinois (the "Existing Uniform Commercial Code") or, if enacted in the State of Illinois, revised Article 9 of the Uniform Commércial Code, in the form or substantially in the form approved in 1998 by the American Law Institute and the National Conference of Commissioners on Uniform State Law ("Revised Article 9"; together with the Existing Uniform Commercial Code, the "Uniform Commercial Code"). Other capitalized terms which are used herein without definition shall have the meanings ascribed to them in the Devonshire Note and the Graca Note.

NOW, THEREFORE, intending to be legally bound, the Borrower and the Secured Party hereby agree as follows:

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Section 1. Creation of Security Interest. The Borrower hereby grants to the Secured Party a first-priority lien and security interest in and to the property hereinafter described, whether now owned or hereafter acquired or arising and wherever located (the "Collateral"):

All tangible and intangible personal property of the Borrower, including but not limited to:

- Accounts, including Health-Care-Insurance Receivables, and other all (a) rights to payment of a monetary obligation, whether or not earned by performance, due the Borrower for goods or property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, for services rendered or to be rendered, for a policy of insurance issued or to be issued, or for a secondary obligation incurred or to be incurred ("Accounts");
- Chattel Paper, including without limitation, Tangible Chattel Paper and Electronic Chattel Paper;
 - Deposit Accounts; (c)
 - Documents; (d)
- Equipment, machinery, furniture, tools, motor vehicles, and all accessories, (e) parts and equipment now or hereafter attached thereto or used in connection therewith, whether or not the same shall be deemed affixed to real property, and all other tangible personal property ("Equipment");
- General Intangibles, including without limitation, Payment Intangibles and (f) Software, and shall additionally include but not be limited to all tax refunds, patents, trademarks, service marks, tradenames, copyrights and other intellectual property and property rights;
- Goods, including without limitation, Equipment, Inventory, Fixtures and all Accessions, additions, attachments, accretions, components and substitutes to or for any Goods;
 - Instruments, including without limitation, Promissory Notes: (h)
 - Investment Property; (i)
 - Letter-of-Credit Rights; (j)
 - Supporting Obligations; (k)
- all property of the Borrower, including without limitation, monies, Investment Property, Instruments, Chattel Paper and Documents, which at any time the Secured Party shall have or have the right to have in its possession, or which is in transit to it (pursuant to the terms of a letter of credit or otherwise) and, independent of and in addition to the Secured

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Party's rights of setoff (which the Borrower acknowledges), the balance of any account or any amount which may be owing from time to time by the Secured Party to the Borrower;

- (m) all leases and rental agreements for personal property between the Borrower as lessor (whether by origination or derivation) and any and all persons or parties as lessee(s), and all rentals, purchase option amounts, and other sums due thereunder; and all Equipment, Inventory, Goods and property subject to such leases and rental agreements and all accessions, parts and tools attached thereto or used therewith and all of the Borrower's residual or reversionary rights therein;
- all books and records evidencing or relating to the foregoing, including, without limitation, billing records of every kind and description, customer lists, data storage and processing media, software and related material, including computer programs, computer tapes, cards, disks and printouts, and including any of the foregoing which are in the possession of any affiliate or any computer service bureau; and
- received upon the use, lease, sale, exchange, collection or other utilization or any disposition of any of the collateral described in subparagraphs (a) through (m) above, whether cash or noncash, and including without limitation, rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment, inventory and insurance proceeds; and all such proceeds of the foregoing ("Proceeds")

If the Borrower shall at any time, acquire a Commercial Tort Claim, the Borrower shall immediately notify the Secured Party in a writing signed by the Borrower of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the Proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

- Section 2. <u>Secured Obligations</u>. The security interest created he ein is given as security for the prompt payment, performance, satisfaction and discharge of the following obligations (the "**Obligations**"):
- (a) To pay the principal, interest, commitment fees and any other nabilities of the Borrower and Graca, as the case may be, to the Secured Party under the Devonshire Note and the Graca Note, as the case may be, and the other Loan Documents in accordance with the terms thereof;
- (b) To satisfy all of the other liabilities of the Borrower and Graca, as the case may be, to the Secured Party, whether hereunder or otherwise, whether now existing or hereafter incurred, whether or not evidenced by any note or other instrument, matured or unmatured, direct, absolute or contingent, joint or several, including any extensions, modifications, renewals thereof and substitutions therefor;

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- (c) To repay the Secured Party all amounts advanced by the Secured Party hereunder or otherwise on behalf of the Borrower and Graca, as the case may be, including, but without limitation, advances for principal or interest payments to prior secured parties, mortgagors or lienors, or for taxes, levies, insurance, rent, wages, repairs to or maintenance or storage of any Collateral; and
- (d) To reimburse the Secured Party, on demand, for all of the Secured Party's expenses and costs, including the reasonable fees and expenses of its counsel, in connection with the negotiation, preparation, administration, amendment, modification, or enforcement of the Devonshire Note or the Graca Note, as the case may be, and the other Loan Documents.
- Section 3. <u>Representations and Warranties</u>. The Borrower, as of the date hereof and at the time of each advance or extension of credit under the Devonshire Note, represents and warrants as follows:
- 3.01 Good Title to Collateral. The Borrower has good and marketable title to the Collateral free and clear of all lions and encumbrances other than the security interests granted to the Secured Party hereunder and those liens and encumbrances set forth in Exhibit A to this Security Agreement.
- 3.02 <u>Location of Books and Records</u>. The locations of the offices where the Borrower maintains its books and records concerning the Collateral are as set forth in Exhibit B or at the location(s) hereafter disclosed to the Secured Party pursuant to Section 5.10 hereof.
- 3.03 Organization. The Borrower is a limited liability company formed under the laws of the State of Illinois. The Borrower's exact legal name is as set forth in the first paragraph of this Security Agreement.
- 3.04 <u>Chief Executive Office</u>. The places of business of the Borrower are as set forth on Exhibit B. If the Borrower has more than one place of business, the chief executive offices of the Borrower are at the address set forth in Exhibit B or at the location(s) hereafter disclosed to the Secured Party pursuant to Section 5.10 hereof.
- 3.05 <u>Location of Goods, Inventory and Equipment</u>. All Goods, Inventory and Equipment of the Borrower is located at one or more of the addresses set forth in Exhibit B or at the location(s) hereafter disclosed to the Secured Party pursuant to Section 5.10 hereof.
- 3.06 Other Representations. Each representation, warranty or other statement by the Borrower in, or in connection with, any of the other Loan Documents is true and correct and states all material facts necessary to make it not misleading.
 - Section 4. Collection, Disposition and Use of Collateral.

- 4.01 Accounts. The Secured Party hereby authorizes the Borrower to collect all Accounts from the Borrower's account debtors ("Account Debtors"). The Proceeds of Accounts so collected by the Borrower shall be received and held by the Borrower in trust for the Secured Party but may be applied by the Borrower in its discretion towards payment of the Obligations or other purposes permitted under the Loan Documents. Upon the occurrence of a Default (as hereinafter defined), the authority hereby given to the Borrower to collect the Proceeds of Accounts in trust for the Secured Party may be terminated by the Secured Party at any time and Secured Party shall have the right at any time thereafter, acting if it so chooses in the Borrower's name, to collect Accounts itself, to sell, assign, compromise, discharge or extend the time for payment of any Account, and to do all acts and things necessary or incidental thereto and the Borrower hereby ratifies all such acts. Upon the occurrence of a Default, at the Secured Party's request, the Borrower will notify Account Debtors and any guarantor thereof that the Accounts payable by such Account Debtors have been assigned to the Secured Party and shall indicate on all billings to Account Debtors that payments thereon are to be made to the Secured Party.
- Inventory. So long as there has been no Default hereunder, the Borrower shall be permitted to process and soil its Inventory, but only to the extent that such processing and sale are conducted in the ordinary cours? of the Borrower's business.
- Equipment. So long as there has been no Default hereunder, the Borrower shall be permitted to use its Equipment in the ordinary course of its business. No sale, lease or other disposition of any item of Equipment valued at more than \$10,000 shall be permitted, except in accordance with such terms and conditions as the Secured Party shall have expressly approved in writing and except for the sale or other disposition of obsolete Equipment which is no longer used or useful in the Borrower's business.

Section 5. Covenants and Agreements of the Borrower

- Maintenance and Inspection of Books and Records. The Borrower shall maintain complete and accurate books and records and shall make all necessary entries therein to reflect the costs, values and locations of its Equipment and the transactions and documents giving rise to its Accounts and all payments, credits and adjustments thereto. The Borrover shall keep the Secured Party fully informed as to the location of all such books and records and shall permit the Secured Party and its authorized agents to have full, complete and unrestricted access thereto at any reasonable time and to inspect, audit and make copies, at the Borrower's cost, of all books and records, data storage and processing media, software, printouts, journals, orders, receipts, invoices, correspondence and other documents and written or printed matter related to any of the Collateral. The Secured Party's rights hereunder shall be enforceable at law or in equity, and the Borrower consents to the entry of judicial orders or injunctions enforcing specific performance of such obligations hereunder.
- Confirmation of Accounts. The Borrower agrees that the Secured Party 5.02 shall at all times have the right to confirm orders and to verify any or all of the Borrower's

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Accounts in the Secured Party's name, or in any fictitious name used by the Secured Party for verifications, or through any public accountants.

- 5.03 <u>Delivery of Accounts Documentation</u>. At such intervals as the Secured Party shall require, the Borrower shall deliver to the Secured Party copies of purchase orders, invoices, contracts, shipping and delivery receipts and any other document or instrument which evidences or gives rise to an Account.
- 5.04 <u>Physical Inspection of Goods, Inventory and Equipment</u>. The Borrower shall permit the Secured Party and its authorized agents to inspect any or all of the Borrower's Goods, Inventory and Equipment at all reasonable times.
- 5.05 Notice of the Secured Party's Interests. If requested by the Secured Party, the Borrower shall give notice of the Secured Party's security interests in the Collateral to any third person with whom the Borrower has any actual or prospective contractual relationship or other business dealings.
- 5.06 <u>Delivery of Cartain Collateral to the Secured Party</u>. Immediately upon receipt of any Instrument, Tangible Chartel Paper, Document or Investment Property, the Borrower shall deliver such Collateral to the Secured Party and shall execute any form of assignment requested by the Secured Party with respect thereto. All Chattel Paper created by the Borrower must contain a legend indicating the security interest of the Secured Party.
- 5.07 <u>Accounts Agings</u>. The Borrov er shall furnish the Secured Party with agings of its Accounts in such form and detail and at such intervals as the Secured Party may from time to time require.
- 5.08 Government Accounts. The Borrower shall immediately provide written notice to the Secured Party of any and all Accounts which arise out or contracts with the United States or any department, agency or instrumentality thereof, and shall execute and deliver to the Secured Party an assignment of claims for such Accounts and cooperate with the Secured Party in taking any other steps required, in the Secured Party's judgment, to perfect or con inue the perfected status of the Secured Party's security interest in such Accounts and proceeds thereof under the Federal Assignment of Claims Act.
- Equipment, insured against such perils, in such amounts and with such insurance companies as the Secured Party may reasonably require. All insurance policies shall name the Secured Party as lender loss payee and shall provide for not less than thirty (30) days' advance notice in writing to the Secured Party of any cancellation thereof. The Secured Party shall have the right (but shall be under no obligation) to pay any of the premiums on such insurance. Any premiums paid by the Secured Party shall, if the Secured Party so elects, be considered an advance at the highest rate of interest provided in the Loan Documents, and all such accrued interest shall be payable on

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demand. Any credit insurance covering Accounts shall name the Secured Party as loss payee. The Borrower expressly authorizes its insurance carriers to pay proceeds of all insurance policies covering any or all of the Collateral directly to the Secured Party.

- 5.10 Existence. The Borrower shall preserve its existence and not merge into or consolidate with any other entity, or sell all or substantially all of its assets. The Borrower shall not change the state of its organization, its name, place of business or chief executive office without obtaining the prior written consent of the Secured Party, which consent shall not be unreasonably withheld.
- immediately nouty the Secured Party of any change in the location of its places of business or chief executive office, of any new or additional address where its books and records concerning the Collateral are located and of any new locations of Equipment not specified in Sections 3.02, 3.03 or 3.04 of this Security Agreement, and if any such location is on leased or mortgaged premises, promptly furnish the Secured Party with landlord's or mortgagee's waivers in form and substance satisfactory to the Secured Party.

5.12 Perfection of Secured Party's Interests.

- Party in taking such steps as are necessary, in the Secured Party's judgment, to perfect or continue the perfected status of the security interests granted noreunder, including, without limitation, the execution and delivery of any financing statements, amendments thereto and continuation statements, the delivery of Tangible Chattel Paper, Documents, Instruments or Investment Property to the Secured Party, the obtaining of landlords' and mortgagees' waivers required by the Secured Party, the notation of encumbrances in favor of the Secured Party on certificates of title, and the execution and filing of any collateral assignments and any other instruments requested by the Secured Party to perfect its security interest in any and all of the Borrower's General Intangibles.
- statements, continuation statements and amendments thereto that describe the Collegeral in particular or as all assets of the Borrower or words of similar effect and which contain any other information required by the Uniform Commercial Code for the sufficiency of filing office acceptance of any financing statement, continuation statement or amendment, including whether the Borrower is an organization, the type of organization and any organization identification number issued to the Borrower. The Borrower agrees to furnish any such information to the Secured Party promptly upon request. Any such financing statements, continuation statements or amendments may be signed by the Secured Party on behalf of the Borrower, and may be filed at any time in any jurisdiction whether or not Revised Article 9 is then in effect in that jurisdiction.

- the Secured Party may reasonably require for the Secured Party, (i) to obtain an acknowledgment, in form and substance satisfactory to the Secured Party, of any third party having possession of any of the Collateral that the third party holds such Collateral for the benefit of the Secured Party, (ii) to obtain "control" (as described in the Uniform Commercial Code) of any Investment Property, Deposit Accounts, Letter-of-Credit Rights or Electronic Chattel Paper, with any agreements, establishing control to be in form and substance satisfactory to the Secured Party, and (iii) otherwise to insure the continued perfection and priority of the Secured Party's security interest in any of the Collateral and of the preservation of its rights therein.
- for and preserve the Goods, Inventory and Equipment in good condition and repair, and will pay the cost of all replacement parts, repairs to and maintenance of the Goods, Inventory and Equipment in the ordinary course of business. The Borrower will keep complete and accurate maintenance records with respect to its Goods, Inventory and Equipment.
- immediately to notify the Secured Party if (a) any Account Debtor refuses to retain or returns any Goods, the sale or delivery of which gave rise to an Account; (b) any Account has arisen pursuant to a sale under terms which differ materially from those customarily offered by the Borrower; or (c) any event occurs or is discovered which v ould cause a Qualified Account to lose its qualified status or which would cause any material dimir ution in the value of any significant item or type of Collateral.
- 5.15 Reimbursement and Indemnification. The Borrower agrees to reimburse the Secured Party on demand for out-of-pocket expenses in cared in connection with the Secured Party's exercise of its rights under this Security Agreement. The Borrower agrees to indemnify the Secured Party and hold it harmless against any costs, expenses, losess, damages and liabilities (including reasonable attorney's fees and court costs) incurred in connection with this Security Agreement, other than as a direct result of the Secured Party's gross negligence or willful misconduct.

Section 6. Power of Attorney. The Borrower hereby appoints the Secured Party as its lawful attorney-in-fact to do, at the Secured Party's option, and at the Borrower's expense and liability, all acts and things which the Secured Party may deem necessary or desirable to effectuate its rights under this Security Agreement, including without limitation, (a) file financing statements and otherwise perfect any security interest granted hereby, (b) correspond and negotiate directly with insurance carriers, (c) upon the occurrence of a Default hereunder, receive, open and dispose of in any reasonable manner all mail addressed to the Borrower and notify Postal Service authorities to change the address for mail addressed to the Borrower to an address designated by the Secured Party, (d) upon the occurrence of a Default hereunder, communicate with Account Debtors and other third parties for the purpose of protecting or preserving the Collateral, and (e) upon the occurrence of a Default hereunder, in the Borrower's or the Secured Party's name, to

demand, collect, receive, and receipt for, compound, compromise, settle and give acquittance for, and prosecute and discontinue or dismiss, with or without prejudice, any suit or proceeding respecting any of the Collateral.

- Section 7. <u>Default</u>. The occurrence of any one or more of the following shall be a default ("**Default**") hereunder:
- 7.01 <u>Default Under Either Note</u>. The occurrence of an Event of Default under either the Devonshire Note or the Graca Note, a Default (as defined in either Mortgage) under either Mortgage or any other default or event of default under any of the other Loan Documents.
- 7.02 <u>Failure to Observe Covenants</u>. The failure of the Borrower to keep, observe or perform any provisions of this Security Agreement, which failure is not cured and remedied within fifteen (15) days after notice thereof is given to the Borrower.
- 7.03 <u>Representations, Warranties</u>. If any representation, warranty or certificate furnished by the Borrower under or in connection with this Security Agreement shall, at any time, be materially false or incorrect.
- Section 8. Secured Party's Rights Open Default. Upon the occurrence of a Default hereunder, or at any time thereafter, the Secured Party may immediately and without notice pursue any remedy available at law or in equity to collect, enforce or satisfy any Obligations, including, any or all of the following, which rights and remedies are cumulative, may be exercised from time to time, and are in addition to any rights and remedies available to the Secured Party under the Devonshire Note, the Graca Note or any of the other Loar. Documents:
- 8.01 <u>Uniform Commercial Code Rights.</u> Exercise any and all of the rights and remedies of a secured party under the Uniform Commercial Code, recluding the right to require the Borrower to assemble the Collateral and make it available to the Secured Party at a place reasonably convenient to the parties.
- 8.02 Operation of Collateral. Operate, utilize, recondition and/or refurbish (at the Secured Party's sole option and discretion and in any manner) any of the Collateral which is Equipment, for the purpose of enhancing or preserving the value thereof or the value of any other Collateral.
- 8.03 <u>Collection Rights</u>. Enforce the obligations of an Account Debtor or other person obligated on Collateral and exercise the rights of the Borrower with respect to the obligation of the Account Debtor or other person obligated on Collateral to make payment or otherwise render performance to the Borrower. Notify the Account Debtors or other person obligated on Collateral directly to the Secured Party, or to such post office box as the Secured Party may direct. The Borrower shall not compromise, discharge, extend the time for payment or

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otherwise grant any indulgence or allowance with respect to any Account without the prior written consent of the Secured Party.

Borrower, which the Borrower hereby acknowledges to be sufficient, commercially reasonable and proper, sell, lease or otherwise dispose of any or all of the Collateral at any time and from time to time at public or private sale, with or without advertisement thereof and apply the proceeds of any such sale first to the Secured Party's expenses in preparing the Collateral for sale (including reasonable attorneys' fees) and second to the complete satisfaction of the Obligations. The Borrower waives the benefit of any marshalling doctrine with respect to the Secured Party's exercise of its rights hereunder. The Borrower grants a royalty-free license to the Secured Party for all patents, service marks, trademarks, tradenames, copyrights, computer programs and other intellectual property and proprietary rights sufficient to permit Secured Party to exercise all rights granted to Secured Party under this Section.

Section 9. <u>Notices</u>. Any written notices required or permitted by this Security Agreement shall be effective if delivered in accordance with the Devonshire Note.

A party may change its address by giving written notice to the other party as specified herein.

Section 10. Miscellaneous.

- 10.01 <u>No Waiver.</u> No delay of croission by the Secured Party in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any further exercise thereof or the exercise of any other right or remedy.
- 10.02 <u>Preservation of Rights</u>. The Secured Party shall have no obligation or responsibility to take any steps to enforce or preserve rights against any parties to any Account and such obligation and responsibility shall be those of the Borrower exclusively.
- 10.03 <u>Successors.</u> The provisions of this Security Agreement shall inure to the benefit of and be binding upon the Secured Party and the Borrower and their respective successors and assigns, provided that the Borrower's obligations hereunder may not be assigned without the written consent of the Secured Party.
- 10.04 <u>Amendments.</u> No modification, rescission, waiver, release or amendment of any provisions of this Security Agreement shall be effective unless set forth in a written agreement signed by the Borrower and an authorized officer of the Secured Party.
- 10.05 Governing Law. This Security Agreement shall be construed under the internal laws of the State of Illinois without reference to conflict of laws principles.

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Severability. If any provision of this Security Agreement shall be 10.06 held invalid or unenforceable under applicable law in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or the validity or enforceability of any other provision of this Security Agreement that can be given effect without such invalid or unenforceable provision.

Judicial Proceedings. Each party to this Security Agreement agrees 10.07 that any suit, action or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party, on or with respect to this Security Agreement or the dealings of the parties with respect hereto, shall be tried only by a court and not by a jury. EACH PARTY PEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO P. TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. Further, each party warves any right it may have to claim or recover, in any such suit, action or proceeding, any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. THE BORROWER ACKNOWLEDGES AND AGREES THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS SECURITY JRED 1
SET FOR 1.
MENT

[Signature Page Follows] AGREEMENT AND THAT THE SECURED PARTY WOULD NOT EXTEND CREDIT TO THE BORROWER IF THE WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS SECURITY AGREEMENT,

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IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed and delivered by their authorized officers the day and year first above written.

	DEVONSHIRE LLC, an Illinois limited liability company By: Name: AnES F: GRACA Its: Manager	1
% P.	BUILDERS BANK, an Illinois corporation	
OrC	By: Name: Its:	
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	C/T/S	
	By:	

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EXHIBIT A

OTHER LIENS AND ENCUMBRANCES

Property of Cook County Clerk's Office

None.

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EXHIBIT B

Location of books and records:

1150 North Dearborn Chicago, Illinois

Location of chief executive office:

1150 North Dearborn Chicago, Illinois

ventor,

Or Cook Colling Clarks Office. Location of Equipment and Inventory:

1150 North Dearborn Chicago, Illinois

EXHIBIT B TO UCC FINANCING STATEMENT

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Debtor:

Devonshire LLC 1150 N. Dearborn Street Chicago, IL 60610-2720 Secured Party:

Builders Bank 225 N. LaSalle Street Chicago, IL 60601

Legal Description

The South 13 Feet of Lot 3 and all of Lot 4 in Block 23 in Bushnell's Addition to Chicago in Section ange.

County Clerks Office 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. No.:

17-04-406-008

Common Address:

1150 North Dearborn Street Chicago, Illinois 60610

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Prepared by mailto:

Daniel Kohn

Duane, Morris & Heckscher,

227 W. Monroe Sty St. 3400

Chicago IL 60606