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Project Number: 0718400078

SECURITY AGREEMENT

County of Cook
Department of Planning and Development
69 W. Washington Street
Suite 2830
Chicago, Illinois 60602

This Security Agreement ("Agreement") is made this 31st day of October, 2002, between the County of Cook, a body politic and corporate of the State of Illinois (the "County" and "Lender") and Oak Forest Horizon Limited Partnership, an Illinois limited partnership, having its principal place of business at 4200 W. Peterson, Chicago, Illinois 60646 (the "Borrower").

1. Whereas, pursuant to a loan agreement ("Loan Agreement") dated October 31, 2002, the County has agreed to make a construction mortgage loan to Borrower in the original principal amount of Two Million and no/100 U.S. Dollars (\$2,000,000.00) (the "Loan") in connection with the construction of an 84 rental unit senior housing apartment complex for low and very- low income persons, located at the corner of 149th Street and Cicero Avenue in Oak Forest, Illinois, which is legally described in Exhibit "A", which is attached hereto and made a part hereof. ("Project").

2. For valuable consideration of the sum of (\$1.00), the Borrower hereby grants and conveys to the County a continuing security interest in the Collateral (the "Collateral") in

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connection with the real property located at the corner of 149th Street and Cicero Avenue, Oak Forest, Illinois, which is legally described in Exhibit "A," to secure the indebtedness, evidenced by the note ("Note") dated October 31, 2002, and all of the obligations under the Loan Documents (collectively "Obligations,") pursuant to the Uniform Commercial Code ("UCC") as in effect in the State of Illinois.

The word "Collateral" means the following described property and interests in property of Borrower located on the real estate described in Exhibit "A", whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

(a) All attachments, equipment, machinery, furniture, fixtures, vehicles, accessions, accessories, tools, parts, supplies, increases, and additions to and all replacements of and substitutions for any property described above;

(b) All products and produce of any of the property described herein;

(c) All accounts (including but not limited to replacement reserves, operating expenses and real estate taxes and insurance escrow accounts established), general intangibles (including but not limited to inventions, designs, patents, patent applications, trademarks, trademark applications, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, tax refund claims and any guaranty claims, security interest, or other security held by Borrower) contract rights, chattel paper, instruments, documents, inventory, rents, monies, payments, and all other rights arising out of a sale, lease, or other disposition of any of the property described herein;

(d) All proceeds (including insurance proceeds) from the sale, destruction, loss or other disposition of any of the property described herein; and

(e) All records, books and data relating to any of the property described herein, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Borrower's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

However, the Collateral shall not include any equipment or property leased by Borrower or any property owned by tenants of the Project.

Borrower further agrees that the County shall have the rights stated in this Agreement with respect to the Collateral, in addition to other rights which the County may have by state or federal law.

3. The security interest hereby granted is to secure the payment of all loans, advances, debts, liabilities, obligations, covenants, and duties owed by Borrower to the County of every kind and description, direct or indirect, absolute or contingent, due or to become due, now

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existing or hereafter arising, including, without limitation, all interest, fees, charges, expenses, attorney's fees.

4. Borrower warrants and represents to the County that it owns the collateral free and clear of any lien, security interest, encumbrance and other claim of any kind, other than the Security Interest created by this Agreement, and those of the senior lender, the Illinois Housing Development Authority (through its Risk Sharing Program), junior lenders (Third Mortgagee), the Illinois Housing Development Authority (through its Trust Fund Program), and (Fourth Mortgagee) Alden Foundation (through its \$150,000 AHP Loan) in connection with the construction of the senior housing apartment complex for low and very-low income persons, located at the corner of 149th and Cicero Avenue in Oak Forest, Illinois and that Borrower has the full power to grant the Security Interest.

5. Borrower agrees to comply with the requirements of all valid and applicable state and federal law in order to grant the County a valid, perfected lien, and Security Interest in, the collateral, and shall, upon request of the County, from time to time, execute and deliver to the County one or more financing statements pursuant to the Uniform Commercial Code then in effect in the State of Illinois, and any other instruments required the County in connection herewith, the filing of which is advisable, in the sole judgment of the County, to perfect the County's Security Interest in the Collateral under the laws of the United States or the State of Illinois. Borrower hereby authorizes the County to execute and file, at any time and from time to time, on behalf of the Borrower, one or more financing statements with respect to the Collateral, the filing of which is advisable, in the sole judgment of the County, including, without limitation, continuation statements and statements reperfecting a security interest in any of the Collateral where the financing statements with respect thereto had lapsed. Borrower hereby irrevocably empowers and appoints the County or any and all persons designated by the County, or any of them, with full power of substitution, as its attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue to perfect the security interest granted in this Agreement, even in the event that the Borrower becomes dissolved, terminated, bankrupt or insolvent. Borrower will reimburse the County for all expenses for the perfection and the continuation of the perfection of the County's security interest in the collateral. Borrower agrees to notify the County prior to any change in its name or its mailing address or principal place of business.

6. Unless specifically otherwise agreed by the County in writing, Debtor shall:

(a) Maintain possession of the Collateral on the Project premises and not remove the Collateral from that location, except in the ordinary course of business;

(b) Maintain the Collateral in good and salable condition, repair it if necessary, and otherwise deal with the Collateral in all such ways as are considered good practice by owners of such property;.

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(c) Use the Collateral lawfully and only as permitted by insurance policies;

(d) Any duly authorized representative of the County or the United States Department of Housing and Urban Development ("HUD") shall have access to and be allowed to inspect the Collateral and any records relating to the Collateral at all reasonable times upon prior reasonable notice during the term of this Agreement.

(e) Insure the Collateral for its full replacement value, in the name of and with loss or damage payable to the County, as more particularly described in the Loan Agreement. Subject to certain rights of the Borrower to use insurance proceeds, as set forth in the mortgage ("**Junior Mortgage**"), Borrower hereby assigns (and direct any insurer to pay) to the County the proceeds or refunds, and, at the option of the County, to apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to restoration of the Collateral, returning excess to the Borrower. The County is authorized to settle and adjust any claim under insurance policies which insure the Collateral against risks.

(f) Keep the Collateral free and clear of all liens, encumbrances and security interests of others except those of the senior lender, the Illinois Housing Development Authority (through its Risk Sharing Program), and junior lenders, the Illinois Housing Development Authority (through Trust Fund) and Alden Foundation (through its \$150,000 AHP Loan), whose liens are subordinate to both the senior lender and the County, in connection with the construction of the senior housing apartment complex for low and very-low income persons, located at the corner of 149th Street and Cicero Avenue in Oak Forest, Illinois.

7. Borrower will promptly defend any proceeding or challenge which may affect the Security Interest or the title to the Collateral, and will reimburse the County for all costs and expenses incurred by the County in connection with such defense.

8. Borrower will pay when due all existing or future charges, liens or encumbrances on, and all taxes and assessments now or hereinafter imposed on or affecting the Collateral.

9. Borrower shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereinafter in effect, applicable to the ownership, production, disposition, or use of the collateral as more particularly proscribed in the Loan Agreement, Note, Junior Mortgage, Junior Assignment of Leases and Rents, Declaration of Covenants, Conditions and Restrictions and the Environmental Liability Indemnity Agreement ("**Related Loan Documents**").

10. An Act of Default under this Agreement is an action or failure to act as defined under the Related Loan Documents. Upon an Act of Default by Borrower the County is entitled to any and all of the remedies defined in the Related Loan Documents.

11. This Agreement together with an Related Loan Documents, constitutes the entire

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understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

12. This Agreement shall be governed by and construed under the laws of the State of Illinois. If there is a lawsuit, Borrower agrees upon the County's request to submit to the jurisdiction of the courts of the State of Illinois.

13. Borrower agrees to pay upon demand all of the County's costs and expenses, including attorney's fees and the County's legal expenses, incurred in connection with the enforcement of this Agreement. The County may pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include the County's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower shall also pay all court costs and such additional fees as may be directed by the court.

14. All notices required to be given under this Agreement shall be given in writing, may be sent by facsimile (unless otherwise required by law), and shall be effective when actually delivered or when deposited with a nationally recognized overnight courier or deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, the Borrower agrees to notify the County prior to any change in its name or its mailing address or principal place of business.

To The County: Director of Planning and Development
 Cook County Department of Planning and Development
 69 West Washington, Suite 2900
 Chicago, Illinois 60602

To The Borrower: Oak Forest Horizon Limited Partnership
 c/o Oak Forest Horizon, Inc
 4200 W. Peterson
 Chicago, IL 60646
 Attention: Randi Schullo

A copy of all notices shall also be sent to: Warren Wenzloff
 Applegate & Thorne-Thomsen, P.C.
 322 S. Green St., Suite 412
 Chicago, Illinois 60607

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TRGHT, Inc.
599 West Putnam Avenue
Greenwich, CT 06830
Attention: David Salzman

Illinois Housing Development Authority
401 N. Michigan Ave., Suite 900
Chicago, Illinois 60611
Attn: General Counsel

15. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions which can be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable.

16. Subject to the limitations set forth above on transfer of the Collateral, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

17. The County shall not be deemed to waive any rights under this Agreement unless such waiver is given in writing and signed by the County. No delay or omission on the part of the County in exercising any right shall operate as a waiver of such right or any other right. A waiver by the County of a provision of this Agreement shall not prejudice or constitute a waiver of the County's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by the County, nor any course of dealing between the County and Borrower, shall constitute a waiver of any of the County's rights or any of Borrower's obligations as to any future transactions. Whenever the consent of the County is required under this Agreement, the granting of such consent by the County in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of the County.

BORROWER ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS SECURITY AGREEMENT AND BORROWER AGREES TO ITS TERMS.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COUNTY OF COOK, ILLINOIS

By: _____

James L. Eldridge, Jr.
James L. Eldridge, Jr.
Chief Administrative Officer

ATTEST: _____

David Orr
David Orr, County Clerk

Oak Forest Horizon Limited Partnership,
an Illinois Limited Partnership

By: Oak Forest Horizon, Inc.,
an Illinois Corporation
its General Partner

By: _____

Randi Schullo
Randi Schullo
Title: Vice President

Attest: _____

Title: Secretary

This Document Prepared By:
Margaret M. Smith, Assistant State's Attorney
Office of the State's Attorney of Cook County
500 Richard J. Daley Center
Chicago, Illinois 60602
(312) 603-7949

RETURN TO BOX 183

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EXHIBIT "A"

LEGAL DESCRIPTION:

Lots 1, 2 and the north half of lot 3 (except the east 17 feet therefrom of said lots) in block 24 in Arthur T. McIntosh's addition to Midlothian Farms, being a subdivision of the southwest quarter of the southeast quarter and the east half of the southeast quarter of section 9 and the west half of the southwest quarter and the west 33/80ths of the east half of the southwest quarter of section 10, township 36 north, range 13, east of the third principal meridian, in Cook County, Illinois.

PERMANENT INDEX NUMBER:

28-09-404-015 Vol. 25-2

28-09-404-078 Vol 25-2

COMMON STREET ADDRESS: the corner of 149th Street and Cicero Avenue, Oak Forest, Illinois

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