**LASALLE BANK NATIONAL ASSOCIATION successor trustee to

THIS SECURITY AGREEMENT, made this 16th day of December, 2002, by AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, an Illinois Corporation, not personally, but solely as Trustee pursuant to Trust Agreement dated August 1, 1996 and known as Trust No. 121958-06 ("Trust") and ROBERT O'MALLEY, the owner of one hundred percent (100%) of the beneficial interest of Trust ("Beneficiary") (Trust and Beneficiary collectively "Debtor"), in favor of James J. Curtis, Jr., as his interest appear on the attached Exhibit "B" which is incorporated herein as though fully set forth (collectively the "Secured Party");

RECITALS:

- To evidence a loan in the amount of FOUR HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED TWO AND NO/100 DOLLARS (\$427,802.00) ("Indebtedness") made by Secured Party to ROBERT O'MALLEY ("Note") and Trust Deed of even date herewith ("Mortgage"), conveying the premises located at 411 N. Wolcott, Chicago, Illinois and legally described on Exhibit "A" attached hereto ("Land") and the improvements situated thereupon ("Improvements") (Land and Improvements collectively "Mortgaged Premises"), both in favor of Secured Party.
- Pursuant to the terms and conditions of a Mortgage Agreement of even date herewith among Debtor and Secured Party, Debtor is required to execute this Security Agreement.

NOW THEREFORE, Debtor, to secure the payment of the balance of the Indebtedness in the amount of FOUR HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED TWO AND NO/100 DOLLARS (\$427,802.00) and amounts due pursuant to the terms and conditions of the Mortgage and the performance of the covenants and agreements contained herein and in the Note and Mortgage to be performed and observed by the Debtor under any other documents executed by the Debtor and/or Beneficiary, and in consideration of the sum of ONE DOLLAR (\$1.00) and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, does hereby grant a security interest in, and sell, convey, confirm, mortgage and set over unto Secured Party, its successors and assigns:

- (1) all of the furniture, furnishings, fixtures, equipment, machines, upparatus, supplies and personal property of every nature and description, and all replacements thereof and substitutions therefore and the proceeds thereof and the proceeds thereof now or hereafter located in Mortgaged Premises, excepting from the foregoing however, any furniture, fixtures, business equipment or articles of personal property belonging to any present or future tenants or lessee of Mortgaged Premises, all of such property hereinafter called the "Collateral"; and
- all rents, issues and profits due, or which may hereafter become due, or payable **(2)** under the terms and provisions of present lease agreements for part or all of the Mortgaged Premises.

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BOX 333-C1

TO HAVE AND TO HOLD all and singular the Collateral unto Secured Party, its successors and assigns, to its and their sole use forever for the uses and purposes herein set forth, its being understood and agreed as follows:

- 1. Debtor shall pay to Secured Party all installments due and owing on account of Indebtedness and shall perform all of the terms, covenants, conditions and agreements set forth herein and in the Note and Mortgage.
- 2. In the event of any "default" by Debtor under this Security Agreement and/or the Mortgage, Secured Party shall have the right to exercise each and all of the remedies set forth in Note and Mortgage and, in addition thereto, Secured Party shall be entitled to any and all remedies available to it pursuant to the Uniform Commercial Code in force in the State of Illinois as of the date of such default.
- 3. Any notice of a default or any other notice required to be given or which Secured Party may desire to give Debtor hereunder may be served by Secured Party to Debtor either in person or by "over night' courier service (which shall be deemed received on the date of delivery thereof) or mailed by United States Registered or Certified Mail addressed as follows:

If the Beneficiary, at 411 N. Welcott, Chicago, Illinois 60622

If the Trust at 33 N. LaSalle, Chiciggo, 1L 60602, Attn: Land Trust Department, with a copy to Beneficiary;

or, as shall have been designated in writing by Debter to Secured Party as a place for the giving of notice, or, in the absence of such designation, at Morgaged Premises.

- 4. The term "Debtor" and "Secured Party" shall be deemed to include the respective heirs, executors, administrators, successors and assigns of Debter and Secured Party, and the term "Secured Party" shall also include any lawful owner, holder or pledgee of Indebtedness.
- 5. Debtor shall execute one of more Financing Statements pur uant to the Uniform Commercial Code, in form satisfactory to Secured Party, and will pay the cos of filing the same in the Office of the Illinois Secretary of State and the Office of the Recorder of Deeds of DuPage County, Illinois.

It is expressly understood that nothing contained herein shall be construed as establishing any personal liability on Trust, its agents or employees, to pay Indebtedness or to perform any of the conditions herein contained, all such personal liability being expressly waived by Secured Party; Secured Party's only recourse against Trust being against Mortgaged Premises and other property given as security for the payment of Indebtedness, in the manner herein, in the Note, Mortgage, other Loan Documents and by law provided.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Security Agreement as of the day and year first above written.

LASALLE BANK NATIONAL ASSOCIATION successor trustee to AMERICAN NATIONAL BANK & TRUST

COMPANY OF CHICAGO, as Trustee

u/t/a dated August 1, 1996 and

known as Trust Number 121958-06

and not personally

By:

Vice President Assit

LUCIUM) Attest:

ROBERT O'MALLEY,

Robert O'Malley

Trils instrument is executed by LASALLE BANK National Association, not pareural dy that in it glass You should be office as the restablish the interest to be filled power and each way on certical up in or divorsition as such Truston. Aftitino format, progression of a large covernable for the base to be performed by TANALLE TELLIC IntendiAssociation. The Rush tree by it will visit fructed, as after \$100 to an Article by years. The contents to the mode are made. on into and used and is fur and as of the constraints and no parsonal Labitaty shall be asserted or be chlorecause against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations covenants and/or statements contained in this instrument

ACKNOWLEDGEMENT

STATE OF ILLINOIS

COUNTY OF COOK

, a notary public

in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that Robert O'Malley personally known to me u be the same person whose name is subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this

day of beenly

OTARY PUBLIC

My Commission Expires:

SEAL "OFNCIAL MICHELLI: A PINKOWSKI NOTARY PUBLIC, IT IF OF ILLINOIS MY COMMISSION FYFIRES 1/14/2006

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PARCEL 1: Lots 50 to 54, both inclusive, in Greenbaum's Resubdivision of Block 30 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian.

PARCEL 2: The Vacated West 1/2 of the North and South Alley Lying East of and Adjoining Lots 50 to 54, both inclusive, in Greenbaum's Resubdivision of Block 30 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian.

PARCEL 3: The Vacated East 1/2 of the North and South Alley Lying West of and Adjoining Lots 45 to 49, both inclusive, in Greenbaum's Resubdivision of Block 30 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian.

PARCEL 4: Lots 55 and 56 in Greenbaum's Resubdivision of Block 30 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian.

P.I.N.: 17-07-237-019 & 020

Commonly Known as: 411 N Wolcott, Chicago, IL 60622

EXHIBIT "B"

That the interests of James J. Curtis, Jr., in any document to which this Exhibit "B" is attached is as follows: James J. Curtis Jr., 100%.

That with regard to the Note to which this Exhibit "B" is attached, the Borrower therein is hereby directed to make all payments thereon as follows:

Pay to the order of: "James J. Curtis Jr.";

of County Of County Clerk's Office and the Borrower therein is further directed to mail said payments to James J. Curtis, Jr., 1449 Coventry Court, Darien, Illinois 60559, unless otherwise directed pursuant to notice under the Note.

STATE OF ILLINOIS)
) SS. COUNTY OF COOK)
COUNTY OF COOK
I, <u>the undersigned</u> , a notary public in and for the county and state aforesaid, DO HEREBY CERTIFY that Nancy A. Carlin, AVP of American
National Bank & Trust Company of Chicago, as Trustee u/t/a dated August 1, 1996, and known as trust number 121958-06, and of said Bank, who are
personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst Vice President, respectively, appeared before me
this day in person and acknowledged that they signed and delivered said instrument as their own
free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth; and the said then and there
the uses and purposes therein set forth; and the said then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate
seal of said Bank to said instrument as his own free and voluntary act and as the free and
voluntary act of said bank, as Trustee aforesaid, for the uses and purposes therein set forth. **LASALLE BANK NATIONAL ASSOCIATION successor trustee to
Given under my hand and seal this <u>23rd</u> day of <u>January</u> , 2003.
Suina m. soda
Notary Public
Notary Public TAWANA M. FOSTER NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 08/14/2005
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