9900 32044/588599 Prepared By: Rock, Fusco & Garvey, Ltd. OFFICIAL COMPANY AND ADDRESS OF THE PROPERTY OF THE

350 North LaSalle Street Suite 900 Chicago, Illinois 60610

Mail to: North Federal Savings Bank 100 West North Avenue

Chicago, Illinois 60610

Doc#: 0401202075

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 01/12/2004 08:58 AM Pg: 1 of 4

SECURITY AGREEMENT - CHATTEL MORTGAGE

THIS Security Agreement-Chattel Mortgage, effective this 25th day of November, 2003, by and between LINSCHEID LLC, an Illinois limited liability company having an address at 919 West Leland, Unit D, Chicago, Illinois 60640, hereinafter referred to as "Borrower", and North Federal Savings Bank, hereinafter referred to as "Lender", having an address at 100 West North Avenue, Chicago, Illinois 60610.

WITNESSETH:

WHEREAS, Borrower has executed and delivered to Lender, a certain Mortgage and Security Agreement of even date herewith (hereinafter referred & as "Real Estate Mortgage") in the amount of One Million Two Hundred Thousand & 00/100ths Pollars (\$1,200,000.00), 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 One Million Two Hundred Thousand & 00/100ths Dollars (\$1,200,000.00) 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 One Million Two Hundred Thousand & 00/100ths Dollars (\$1,200,000.00) 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 North Federal Savings Bank, 100 West North Avenue, Chicago, Illinois 60610.

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 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 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 proceeds t

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A PART OF

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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, 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 Borrower 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 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 pledge 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 ray the cost of filing the same or filing or recording this Security Agreement Chattel Mortgage in all rablic offices and of all searches of records, wherever filing or recording or searching of records is ceemed by Secured Party to be necessary or desirable.

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IN WITNESS WHEREOF, the Borrower has executed this Security Agreement effective as of the date and year first above written.	
·	BORROWER:
	LINSCHEID LLC, an Illinois limited liability company
	By: M. It Localist
	MARC A. LINSCHEID, one of its Managers
	By: (
	ROMAN LINSCHEID, one of its Managers
Ox	

STATE OF ILLINOIS) SS.	_
COUNTY OF COOK)	C
I, He undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that MARC A. LINSCHEID and ROMAN LINSCHEID, the managers of LINSCHEID LLC, an Illinois limited liability company, personally know to me to be the same person whose name is subscribed to the foregoing instrument as such manager, respectively, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the tree and voluntary act of LINSCHEID LLC, an Illinois limited liability company, for the uses and purposes therein set forth.	
GIVEN under my hand and notarial s	eal this day of November, 2003.
SHARON L. WESTBRO NOTARY PUBLIC, STATE OF ILLI MY COMMISSION EXPIRES 11/21	DOK & MUSAUX X. M. M. HINOOL
My Commission Expires:	
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EXHIBIT A

EXHIBIT A

LEGAL DESCRIPTION

UNITS 1R, 2R, STORE, 2 AND 3 IN THE BURTON COURT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 17 IN J. F. STARR'S RESUBDIVISION OF LOTS 114, 115 AND 116 OF BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVLY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25557669, TOGETHER WITH ITS UNDIVIDED PERCENT A GE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PIN NO.

17-04-205-055-1001

17-04-205-055-1002

17-04-205-055-1003

17-04-205-055-1004

17-04-205-055-1005

COMMONLY KNOWN AS: 1447 NORTH WELLS, CHICAGO, ILLINOIS 60610 and 163 W. BURTON PLACE, CHICAGO, ILLINOIS 60610