Prepared By:
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350 North LaSalle Street Suite 900
Chicago, Illinois 60610

Mail to: GreatBank, NA 3300 W. Dempster Street Skokie, Illinois 60076 Ø4Ø6435276

Doc#: 0406435276 Eugene "Gene" Moore Fee: \$32.00 Cook County Recorder of Deeds Date: 03/04/2004 01:44 PM Pg: 1 of 5

### SECURITY AGREEMENT - CHATTEL MORTGAGE

THIS Security Agreement-Chattel Mortgage, effective this 25<sup>th</sup> day of February, 2004, by and between JOSEPH KLISCHUK and HELEN KLISCHUK, (herein collectively referred to as "Borrower") having an address at 9439 W. 144<sup>th</sup> Place, Orland Park, Illinois 60462, and GreatBank, NA hereinafter referred to as 'Lei der", having an address at 3300 W. Dempster Street, Skokie, Illinois 60076;

### WITNESSETH:

WHEREAS, Borrower has executed at delivered to Lender, a certain mortgage of even date herewith in the amount of \$160,000.00 (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 \$160,000.00 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 \$160,000.00 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 GreatBank, 3300 W. Deruster Street, Skokie, Illinois 60076.

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 premises hereinabove described, (excepting from the foregoing however, any furniture, fixtures, business

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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:

- 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 particulariy described hereinabove.
- 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 Mortgag a 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 A greement.
- Any Notice of defaul 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 Borro ver to said Lender as a place for the giving of notice, or, in the absence of such designation, then at the premises.
- 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.
- 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.

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

ASSIGNORS:

Helen KLISCHUK Jones in fret.

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STATE OF ILLINOIS COUNTY OF COOK	) ) SS. )	
HEREBY CERTIFY that JO name is subscribed to the	A, a Notary Public in and for said C SEPH KLISCHUK, personally know to foregoing instrument, appeared befor and delivered the said instrument as he n set forth.	o me to be the same person whose ore me this day in person and
GIVEN under my ha	nd and notarial seal this 25 day of 1	February, 2004.  NOTEICAPSEALC LAURA & SABELLA  ARY PUBLIC - STATE OF ILLINOIS
My Commission Expires:		COMMISSION EXPIRES: 09-25-06
	7	
STATE OF ILLINOIS	)	
COUNTY OF COOK	) SS.	
HEREBY CERTIFY that HI name is subscribed to the	A, a Notary Public in and for said C LEN KLISCHUK, personally know to foregoing instrument, appeared bere d and delivered the said instrument as	ome to be the same person whose one me this day in person and
GIVEN under my hand and notarial seal this 25 day of February, 200%.		
	LYS.	Notariendan
My Commission Expires:		HOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 09-25-06

9-25-06

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State of Illinois

County of LOOK

I, the undersigned, a notary of public in and for said county and state aforesaid, do hereby certify that , who is personally known to me to be the same person who executed the within instrument as the Attorney in Fact of appeared before me this day in person and acknowledged that signed, sealed, and delivered the said instrument, as the attorney in fact, as the free and voluntary act of Herself and of said HELEM KLISCHUK

Given ur eer by hand and notarial seal, this

day of FEB

My commission expires:

mexpires:

Myc.

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#### EXHIBIT A

### **LEGAL DESCRIPTION**

### PARCEL 1:

UNIT 1 IN THE LANDMARK PROFESSIONAL BUILDING CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 2 IN THE LANDMARK ATRIUM SUBDIVISION, OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 93895767 WITH ITS UNDIVIDED PERCENTAGE IN TREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE PLAT OF LANDMARK ATRIUM SUBDIVISION RECORDED AS DOCUMENT NUMBER 90107804.

P.I.N: 27-10-100-095-1001

COMMONLY KNOWN AS: 9439 W. 144<sup>TH</sup> PLACE, ORLAND PARK, ILLINOIS 60462 AN - POPE OFFICE

This document prepared by:

ROCK, FUSCO, & GARVEY, LTD. Christopher M. Novy, Esq. 350 N. LaSalle Street - Suite 900 Chicago, Illinois 60610