

# UNOFFICIAL COPY



Doc#: 0526906203 Fee: \$32.50  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 09/26/2005 03:33 PM Pg: 1 of 5

## COLLATERAL TRANSFER OF NOTE (SECURITY AGREEMENT)

THE STATE OF ILLINOIS        )  
  )        KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF COCK            )

That UMTH Lending Company, L.P. whose address is 1702 N. Collins Suite 100, Richardson, Texas 75080, Dallas County, Texas, hereinafter called Debtor (whether one or more), for a valuable and sufficient consideration paid, the receipt of which is hereby acknowledged, hereby TRANSFERS, ASSIGNS AND CONVEYS unto United Mortgage Trust, whose address is 5740 Prospect Avenue, Suite 1000, Dallas, Texas 75206, hereinafter called Secured Party (whether one or more), the promissory note (herein called Collateral and in which Debtor grants to Secured Party a Security Interest) and all liens, rights, equities and interests securing the same, including but not limited to, the below described mortgage lien, to wit:

Note Description:  
Date: April 28, 2005

Original Principal Amount: \$105,921.00  
Original Maker:        METRO CHICAGO DEVELOPMENT, INC.  
Original Payee:        UMTH Lending Company, L.P.

Mortgage Description:  
Date: April 28, 2005  
Grantor:                METRO CHICAGO DEVELOPMENT, INC.  
Beneficiary:           UMTH Lending Company, L.P.  
Trustee:                Not applicable for this state  
County in Illinois in which property is located: Cook

SEE THE ATTACHED EXHIBIT "A" INCORPORATED HEREIN FOR ALL PURPOSES, MORE COMMONLY KNOWN AS 7633 S. LANGLEY AVENUE, CHICAGO, ILLINOIS 60619.

This transfer of the above described note and lien is made to secure the payment of that one certain promissory note in the original principal of \$105,921.00 dated April 28, 2005, executed by UMTH Lending Company, L.P., a Texas corporation, and payable to the order of Secured Party and upon full payment of which this transfer shall be null and void and the Collateral, together with the liens securing the same, shall, at the expense of the Debtor, be re-transferred, without warranty or recourse, to the Debtor by Secured Party.

In the event of default in the payment of any installment, principal or interest, of the note hereby secured, in accordance with the terms thereof, Secured Party may elect, Debtor hereby expressly

Seal  
P-5  
Jho

# UNOFFICIAL COPY

waiving notice, demand and presentment, to declare the entire indebtedness hereby secured immediately due and payable.

## Security Agreement:

1. Sale. In the event of default in the payment of said indebtedness when due or declared due, Secured Party shall have the right to sell the Collateral at Public Sale to the highest bidder for cash at the Courthouse door of the County of Secured Party's address hereinabove stated, after having given notice of the time, place and terms of such Public Sale by posting a written or printed notice of said sale at the Courthouse door of said County at least ten days before the day of sale and after sending reasonable notice to Debtor and to such other person or persons legally entitled thereto under the Uniform Commercial Code of Texas, of the time and place of the Public Sale, and Secured Party shall transfer to the Purchaser at such sale said Collateral, together with all liens, rights, titles, equities and interests in and to the above described property securing the payment thereof, and the recitals in such transfer shall be prima facie evidence of the truth of the matters therein stated and all prerequisites to such sale required hereunder and under the laws of this State shall be presumed to have been performed. The proceeds of the sale shall be applied, first to the reasonable expenses of the sale and then toward the payment of the principal, interest and attorney's fees due and unpaid upon the Note hereby secured, rendering the balance, if any, and surplus, if any, to the person or persons legally entitled thereto under the Uniform Commercial Code of Texas, but if there be any deficiency, Debtor shall remain liable therefor. Secured Party shall have the right to purchase at such Public Sale, being the highest bidder therefor.

2. Other Remedies. Secured Party, in addition to the rights and remedies provided for in the preceding paragraph, shall have all the rights and remedies of a Secured Party under the Uniform Commercial Code of Texas and Secured Party shall be entitled to avail itself of all such other rights and remedies as may now or hereafter exist as law or in equity for the collection of said indebtedness and the foreclosure of the Security Interests created hereby and the resort to any remedy provided hereunder or provided by the Uniform Commercial Code of Texas, or by any other law of Texas, shall not prevent the concurrent employment of any other appropriate remedy or remedies. In addition Secured Party may exercise any or all of these rights and remedies.

a. endorse as Debtor's agent any instruments that are Collateral or that represent proceeds of Collateral;

b. take control of proceeds, including anything received, and apply the proceeds against the obligation;

c. take control of funds generated by the Collateral, such as cash dividends and note payments, use them to reduce any part of Debtor's obligations to Secured Party, and exercise all other rights available to an owner of such Collateral except the right to vote or dispose of Collateral before an event of default; and

d. at any time transfer any of the Collateral in the name of the Secured Party or of Debtor, as Secured Party prefers.

Secured Party will not be liable for failure to collect any instrument or for any act or omission on the part of Secured Party or Secured Party's officers, agents, or employees, except willful misconduct.

3. Notice. The requirement of reasonable notice to Debtor of the time and place of any Public Sale of the Collateral, or of the time after which any Private Sale or any other intended disposition thereof is to be made, shall be met if such notice is mailed, postage prepaid, to Debtor at the address of Debtor designated at the beginning

# UNOFFICIAL COPY

of this instrument, at least ten days before the date of any Public Sale or at least ten days before the time after which any Private Sale or other disposition is to be made.

4. Waiver. Secured Party may remedy any default, without waiving same, or may waive any default without waiving any prior or subsequent default.
5. Other Security. The Security Interest herein created shall not be affected by or affect any other security taken for the indebtedness hereby secured, or any part thereof, and any extensions may be made of the indebtedness without affecting the priority of this Security Interest or the validity thereof with reference to any third party, and the holder of said indebtedness shall not be limited by any election of remedies if it chooses to foreclose this Security Interest by suit. The right to sell under the terms hereof shall also exist cumulative with said suit and one method shall not bar the other, but both may be exercised at the same or different times, nor shall one be a defense to the other.
6. Collection. Debtor authorizes Secured Party, at Secured Party's option, to collect and receipt for any and all sums becoming due upon the Collateral, such sums to be held by Secured Party without liability for interest thereon and applied toward the payment of the note hereby secured as and when the same becomes payable, or as otherwise agreed, and Secured Party shall have the full control of the Collateral and the liens securing the same until the note hereby secured is fully paid and alone shall have the further right to release the lien or liens securing the Collateral upon the full and final payment thereof to Secured Party, but Secured Party is under no obligation to make or enforce the collection of the Collateral and the failure of Secured Party from any cause to make or enforce collection thereof or any way effect the indebtedness to Secured Party hereby secured.
7. Debtor's Warranty. No obligors whose debts or obligations are part of the Collateral have, any right to setoffs, counterclaim, or adjustments or any defenses in connection with their debts or obligations.
8. Debtor's Covenants:
- (i) Modification of Collateral. Without the written consent of Secured Party, Debtor will not agree to any modification of terms in any instruments in collateral.
  - (ii) Disposition of Collateral. Debtor will immediately assign to Secured Party on request any future instruments in collateral.
  - (iii) Possession or Transfer of Collateral. Debtor will immediately deliver to Secured Party all instruments that are Collateral in Debtor's possession. If the Collateral is hereafter acquired, Debtor will deliver it to Secured Party immediately following acquisition. When delivered to Secured Party, all Collateral will either be endorsed to Secured Party's order or accompanied by appropriate executed powers.
  - (iv) Parties Liable on the Collateral. Debtor will preserve the liability of all obligors on the Collateral and preserve the priority and insurance of all security for the Collateral.
  - (v) Delivery of Receipts to Secured Party. On Secured Party's demand Debtor will deposit all payments received as proceeds of any payments on Collateral in a special bank account designated by Secured Party, who alone will have the power of withdrawal. Debtor will deposit the payments on receipt, in the form received, and any necessary endorsements as security for any and all obligations of Debtor to Secured Party. Secured Party may make any endorsements in Debtor's name and behalf. Between receiving and depositing these payments, Debtor will not mingle them with any of Debtor's

# UNOFFICIAL COPY

other funds or property but will hold them separate in an express trust for Secured Party. Secured Party shall apply these funds against said obligations.

(vi) Default in Collateral. Debtor will cause all obligors in the Collateral to pay and perform all obligations in the Collateral. Debtor will inform Secured Party immediately of the default in the payment or performance of any Collateral.

(vii) Consumer Credit. If any Collateral or proceeds include obligations of third parties to Debtor, the transactions creating those obligations will conform in all respects to applicable state and federal consumer credit law.

9. The pronouns used in this agreement are in the masculine gender but shall be constructed as feminine or neuter as occasion may require. Secured Party and Debtor as used in this agreement include, shall bind and shall inure to the benefit of the respective heirs, executors or administrators, successors, representatives, receivers, trustee, and assigns of such parties. If there be more than one Debtor, their obligations shall be joint and several.

10. The law governing this secured transaction shall be the Uniform Commercial Code as adopted in Texas and other applicable laws of the State of Texas. All terms used herein, which are defined in the Uniform Commercial Code of Texas, shall have the same meaning herein as in said Code.

EXECUTED this 6th day of May 2005 to be effective April 28, 2005.

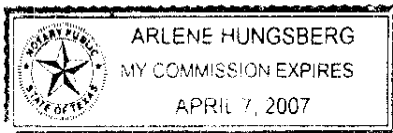
UMTH Lending Company, L.P.

By: *[Signature]*  
Chris Nichols  
Its. Vice President -  
Operations

THE STATE OF TEXAS        )  
  )  
COUNTY OF DALLAS        )

Before me, the undersigned authority, on this day personally appeared Chris Nichols, Vice President - Operations, known to me be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 6th day of May, 2005.



*Arlene Hungsberg*  
Arlene Hungsberg  
Notary Public, State of Texas  
April 7, 2007  
Date Notary Commission Expires:

AFTER RECORDING RETURN TO:  
UMTH LENDING COMPANY, L.P.  
1702 N. Collins, Suite 100  
RICHARDSON, TEXAS 75080

**UNOFFICIAL COPY**



**TICOR TITLE INSURANCE COMPANY**

**ORDER NUMBER:** 2000 000559502 OC  
**STREET ADDRESS:** 7633 S. LANGLEY AVE  
**CITY:** CHICAGO **COUNTY:** COOK COUNTY  
**TAX NUMBER:** 20-27-414-010-0000

**LEGAL DESCRIPTION:**

THE NORTH 15 FEET OF LOT 35 AND THE SOUTH 15 FEET OF LOT 36 IN WILLIAM A. BOND AND COMPANY'S SUBDIVISION OF BLOCK 7 OF WAKEMAN'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office