

3053  
**UNOFFICIAL COPY**

Prepared By:  
Rock, Fusco & Garvey, Ltd.  
350 North LaSalle Street Suite 900  
Chicago, Illinois 60610



Doc#: 0607618093 Fee: \$44.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/17/2006 03:23 PM Pg: 1 of 11

Mail to:  
North Federal Savings Bank  
100 West North Avenue  
Chicago, Illinois 60610

BY: *[Signature]*  
ATGE INC.  
I CERTIFY THIS TO BE A TRUE  
& EXACT COPY OF THE ORIGINAL  
CHAROLYN DEANWYLS, INC. CLERK

SECURITY AGREEMENT - CHATTEL MORTGAGE

THIS Security Agreement-Chatel Mortgage, effective this 16<sup>th</sup> day of June, 2003, by and between GARY S. BENSON having an address at 1934 Elmwood, Wilmette, Illinois 60091, 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 to as "Real Estate Mortgage") in the amount of Five Hundred Twenty-Five Thousand and No/100ths Dollars (\$525,000.00), 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 Five Hundred Twenty-Five Thousand and No/100ths Dollars (\$525,000.00) 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 Five Hundred Twenty-Five Thousand and No/100ths Dollars (\$525,000.00) 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 premises

# UNOFFICIAL COPY

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 pledgee 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 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.

# UNOFFICIAL COPY

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

BORROWER:

*Gary S Benson*  
Gary S. Benson

\*\*\*\*\*

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

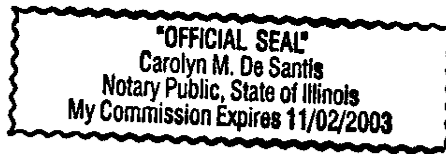
I, *undesignated*, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that GARY S. BENSON, personally know to me to be the same person whose name is subscribed to the foregoing instrument as such person, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18 day of June, 2003.

*Carolyn M DeSantis*  
Notary Public

My Commission Expires:

11/02/03



# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

LOT 15 IN JACOBSON'S SUBDIVISION OF BLOCK 8, IN LILL AND HEIRS OF MICHAEL DIVERSEY'S SUBDIVISION TO SOUTHWEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO.: 14-29-122-032-0000

COMMONLY KNOWN AS: 2940 NORTH LINCOLN AVENUE, CHICAGO, IL

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## ENVIRONMENTAL AND PERSONAL INDEMNITY AGREEMENT

The undersigned, GARY S. BENSON (hereinafter called "Guarantor") does hereby represent, certify, covenant, warrant and agree, to and for the benefit of NORTH FEDERAL SAVINGS BANK, its successors and assigns, as holder of the Note hereinafter referred to (herein generally called the "Lender"), as follows:

### RECITALS

A. Guarantor is the owner of the real estate ("Premises"), legally described on Exhibit "A" attached hereto and by this reference incorporated herein.

B. Guarantor has requested a loan from Lender, in the aggregate amount of Five Hundred Twenty-Five Thousand and No/100ths Dollars (\$525,000.00), for the purpose of refinancing and improving the Premises (the "Loan").

C. To evidence the loan (herein called the "Loan"), in the principal sum of Five Hundred Twenty-Five Thousand and No/100ths Dollars (\$525,000.00) made by Lender for the benefit of the Guarantor, the Guarantor has executed and delivered to Lender a promissory note in the amount of Five Hundred Twenty-Five Thousand and No/100ths Dollars (\$525,000.00) dated of even date herewith, and to secure the Loan, Guarantor has executed and delivered to Lender, among other things, the following:

- (i) Mortgage and Security Agreement (herein called the "Mortgage") of even date with the Note, encumbering the Premises; and
- (ii) Assignment of Leases and Rents (herein called the "Assignment of Rents") bearing even date herewith between Guarantor to Lender encumbering the Premises; and,
- (iii) Various Security Agreements on certain personal property now or hereinafter located on the Premises and all rents, profits and issues arising out of the Premises; and,
- (iv) UCC Financing Statement; and
- (v) Such other documents or agreements ("Loan Documents") from Guarantor to Lender dated of even date herewith.

D. Guarantor acknowledges, warrants and represents that Guarantor is receiving a direct pecuniary benefit from the Loan from Lender and Guarantor has executed this Environmental and Personal Indemnity Agreement as a condition precedent and material inducement to Lender to extend the Loan.

### AGREEMENTS

#### I. ENVIRONMENTAL MATTERS - Definitions

For purposes hereof, the following terms shall have the following meanings:

# UNOFFICIAL COPY

A. ENVIRONMENTAL COMPLAINT: (i) the occurrence of any event involving the treatment, storage (whether permanent or temporary), disposal, generation, manufacture, transportation, permanent placement or location, spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on, under or at the Premises in violation of applicable Environmental Laws, or (ii) any complaint, order, citation or other notice with regard to air emissions, water discharges, contamination of soil, surface water, ground water or any other environmental matter affecting the Premises.

B. ENVIRONMENTAL LAWS: The Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Superfund Amendment and Reauthorization Act, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, any so-called federal, state or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct regarding any Hazardous Substance.

C. HAZARDOUS SUBSTANCES: Any toxic or hazardous waste, pollutants, or substances, including without limitation, asbestos PCBs, petroleum products and by-products, substances defined or listed as: "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as amended, 42 U.S.C. 9601 *et seq.*, "hazardous materials" in the Hazardous Materials Transportation Act, 49 U.S.C. §1802, *et seq.*, "hazardous waste" in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, any "toxic pollutant" under the Clean Water Act, 33 U.S.C. §1251 *et seq.*, as amended, any "hazardous air pollutant" under the Clean Air Act, 42 U.S.C. §7401 *et seq.*, and any hazardous or toxic substance or pollutant regulated under any other applicable federal, state or local Environmental Laws.

## II. Guarantor's WARRANTIES, REPRESENTATIONS AND INDEMNIFICATIONS

A. Guarantor hereby represents and warrants that, to his knowledge, none of the Premises or improvements thereon have ever been used by previous owners and/or operators or Guarantor to generate, manufacture, refine, bury, transport, threat, store, handle or dispose of Hazardous Substances on, under or at the Premises or any part thereof, or allowed any Hazardous Substances to seep, leak, escape or be disposed of in violation of any currently applicable Environmental Law, and neither the Premises nor any part thereof has ever been used as a dump site or storage site (whether permanent or temporary) for any Hazardous Substances in violation applicable Environmental Laws. Further, Guarantor does not intend to and will not use any part of the Premises and will not knowingly permit any tenant of Guarantor to use any part of the Premises for such aforementioned purposes except in accordance with applicable Environmental Laws.

# UNOFFICIAL COPY

B. Guarantor warrants, represents and covenants that to his knowledge there has been no seepage, leak, escape, leach, discharge, injection, release, emission, spill, pumping, pouring, emptying, dumping, or other release of Hazardous Substances in violation of any currently applicable Environmental Laws from the Premises onto or into any adjacent property or waters.

C. Guarantor hereby warrants, represents and covenants that to the best of his knowledge, none of the Premises or any part thereof has ever contained (whether caused by previous owners and/or operators or Guarantor) either asbestos, PCB or other toxic materials, whether used in construction or stored on the Premises.

D. Guarantor hereby warrants, represents and covenants that he has no knowledge of and has not received a summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county, state or federal government concerning any intentional or unintentional action or omission on Guarantor or any previous owner's part which had resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances onto the Premises or into the air or water system or onto adjoining lands.

E. Guarantor shall not cause or permit to exist, as a result of an intentional or unintentional act or omission on their part, a releasing, spilling, leaking, pumping, emitting, pouring, emptying or dumping of a Hazardous Substance onto the Premises or into the air or water system or onto adjoining lands, unless said release, spill, etc., is pursuant to and in compliance with the conditions of a permit issued by the appropriate county, state or federal governmental authorities.

F. Guarantor shall immediately notify Lender should Guarantor become aware of (i) any Hazardous Substances or other environmental problem or liability with respect to the Premises; (ii) any Environmental Complaint; or (iii) any lien, action or notice of the nature described in subparagraph (d) above. Guarantor does hereby guaranty, at their sole cost and expense, to take all actions as shall be necessary or advisable to comply with all environmental laws or environmental complaints, including all removal, containment and remedial actions in accordance with all applicable Environmental Laws (and in all events in a manner satisfactory to Lender) and shall further pay or cause to be paid, at no expense to Lender, all clean-up, administrative and enforcement costs of applicable governmental agencies which may be asserted against the Premises or owner thereof.

G. Guarantor hereby agrees to defend, indemnify and hold Lender harmless from and against, and shall reimburse the Lender for, any and all loss, claim, liability, damages, injunctive relief, injuries to person, property or natural resources, cost, expense, action or cause of action, arising in connection with the release or presence of any Hazardous Substance in violation of applicable Environmental Laws at or from the Premises whether foreseeable or unforeseeable, regardless of the source of such releases or when such release occurred or such presence is discovered. The foregoing indemnity includes, without limitation, all costs of removal, remediation of any kind, and disposal of such Hazardous Substances, (whether or not such Hazardous Material may be legally allowed to remain in the Premises if removal or remediation is prudent) all cost of

# UNOFFICIAL COPY

determining whether the Premises is in compliance and causing the Premises to be in compliance with all applicable Environmental Laws, all costs associated with claims for damages to persons, property, or natural resources, and Lender's reasonable attorneys' and consultants' fees and court costs.

H. If Lender takes title to the Premises through foreclosure or deed in lieu of foreclosure of the Mortgage, this Indemnity shall remain in full force and effect, including, without limitation, with respect to Hazardous Substances which are discovered or released at the premises after Lender acquires title to the Premises, but which were not actually introduced at the Premises by Lender, with respect to the continuing migration or release of Hazardous Substance previously introduced at or near the Premises and with respect to all substances which may be Hazardous Substances and which are situated at the Premises prior to Lender taking title but are removed by Lender subsequent to such date.

I. To the extent that Lender avails itself of its rights in the Mortgage to enter onto the Premises and take such other actions as it may deem necessary with respect to an Environmental Complaint or Hazardous Substances, Guarantor guarantees prompt reimbursement of any funds expended by Lender for any such purposes together with interest at the Default Rate specified in the Note, provided, however, that the Guarantor shall be granted a reasonable opportunity to remedy or remove any environmental complaint or Hazardous Substance as provided in subparagraph G of Part II of this Agreement. Such guaranty of reimbursement and Guarantor's indemnity obligation hereunder shall be without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceedings. Further, Guarantor shall pay to Lender such reimbursement and any liability, losses, claims, damages and expenses incurred by Lender or for which Lender is to be indemnified, within thirty (30) days after notice from Lender itemizing the amounts incurred to the date of such notice. All such amounts shall bear interest at the "Default Rate" specified in the Note.

### III. MISCELLANEOUS

1. The obligations and guaranties of Guarantor set forth herein shall be primary and at Lender's election, Lender may proceed against Guarantor, without taking any action under the Mortgage or otherwise or proceeding against any other person or entity.

2. Guarantor's obligations under this Environmental and Personal Indemnity Agreement shall not be subject to any non-recourse or other limitation of liability provisions in any of the Loan Documents and Guarantor acknowledges that his obligations under the Environmental and Personal Indemnity Agreement are unconditional, and are not limited by any such non-recourse or similar limitation of liability provisions. The foregoing indemnifications, representations, warranties and covenants of Guarantor set forth herein shall continue in effect and shall survive repayment of the Note, any voluntary transfer of title to the Premises, any transfer by foreclosure or by deed in lieu of foreclosure of the Mortgage or any bankruptcy or debtor proceeding.



# UNOFFICIAL COPY

3. With the exception of claims related to Hazardous Substances first existing on the Premises after the date of any voluntary transfer of title to the Premises to Lender or any transfer by foreclosure or by deed in lieu of foreclosure of the Mortgage, which Hazardous Substances were not placed, caused or permitted on the Premises by Guarantor, the Guarantor, and his successors and assigns, hereby waive, release and agree not to make any claim or bring any cost recovery action against Lender under CERCLA or any state equivalent, or any similar law now existing or hereafter enacted. It is expressly understood and agreed that to the extent that Lender is strictly liable under any Environmental Laws, the Guarantor's obligations to Lender under this Indemnity shall likewise be without regard to fault on the part of Guarantor with respect to the violation or condition which results in liability to Lender.

4. Guarantor waives any failure of Lender to enforce any right or remedy hereunder, or to promptly enforce any such right or remedy shall not constitute a waiver thereof nor give rise to any estoppel against Lender, nor excuse Guarantor from his obligations hereunder. Any waiver of such right or remedy must be in writing and signed by Lender. This indemnity is subject to enforcement at law and/or equity, including actions for damages and/or specific performance.

5. In the event that the Lender incurs any reasonable costs (including attorneys' fees and court costs and environmental consultant's fees and advances) to collect or enforce the Guarantor's obligations hereunder, the Guarantor, on demand by the Lender, shall immediately shall reimburse the Lender therefor.

6. Wherever notices are required hereunder, the same shall be in writing and shall be delivered either personally, by United States certified or registered mail, postage prepaid, return receipt requested, or by a national overnight delivery service, e.g., Federal Express, which shall be deemed received two (2) days after the deposit thereof with the United States Postal Service or the first business day following delivery of the notice to the overnight delivery service and shall be mailed to the parties at their address set forth below or to such other address as the parties shall direct in writing:

If to the Lender:           North Federal Savings Bank  
                                   100 West North Avenue  
                                   Chicago, Illinois 60610  
                                   Attn: Vice President

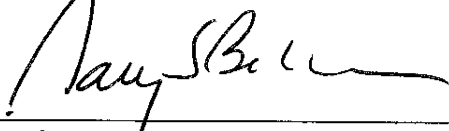
If to the Guarantor:    Gary S. Benson  
                                   1934 Elmwood  
                                   Wilmette, Illinois 60091

7. This Environmental and Personal Indemnity Agreement shall be binding upon Guarantor and its successors and assigns, and shall inure to the benefit of the Lender, its successors and assigns.

# UNOFFICIAL COPY

WITNESS the due execution hereof by Guarantor effective as of this 16<sup>th</sup> day of June, 2003.

GUARANTOR:



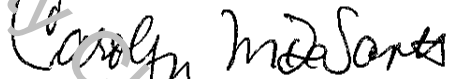
Gary S. Benson

\*\*\*\*\*

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Carolyn M. De Santis, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that GARY S. BENSON, personally know to me to be the same person whose name is subscribed to the foregoing instrument as such person, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18 day of June, 2003.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

11/02/03

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

LOT 15 IN JACOBSON'S SUBDIVISION OF BLOCK 8, IN LILL AND HEIRS OF MICHAEL DIVERSEY'S SUBDIVISION TO SOUTHWEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO.: 14-29-122-032-0000

COMMONLY KNOWN AS: 2940 NORTH LINCOLN AVENUE, CHICAGO, IL

Property of Cook County Clerk's Office