Prepared By:
Rock Fusco, LLC

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321 North Clark Street - Suite 2200 Chicago, Illinois 60610

Mail to: GreatBank Chicago 3300 West Dempster Street Skokie, Illinois 60076



Doc#: 0611004039 Fee: \$32.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 04/20/2006 10:02 AM Pg: 1 of 5

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### SECURITY AGREEMENT - CHATTEL MORTGAGE

THIS Security Agreement-Chattel Mortgage, effective this 14th day of April, 2006, by and between BRIDGEVIEW BANK GROUP, not personally, but as Trustee under Trust Agreement dated March 19, 2004 and known as Trust No. 1-3108 having an address at 4753 N. Broadway, Chicago, Illinois 60640 ("Borrower") and SKS PROPERTIES SOUTHEAST REGION, INC., an Illinois corporation, having an address at 5737 S. Kensington, Countryside, Illinois 60525 ("Guarantor"), and GREATBANK CHICAGO, its successors and assigns, hereinafter referred to as "Lender", having an address at 3300 West Dempster Street, Skokie, Illinois 60076.

### WITNESSFTH:

WHEREAS, Borrower has executed and delivered to Lender, a certain Junior Mortgage and Security Agreement of even date herewith (hereinafter referred to as "Real Estate Mortgage") in the amount of Nine Hundred Thousand and No/100ths Dollars (\$900,000.00), 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 poliorinance of all terms and conditions of that certain Promissory Note ("Note") bearing even date herewith executed by Borrower, in the amount of Nine Hundred Thousand and No/100ths Dollars (\$900,000.00), 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 Nine Hundred Thousand and No/100ths Dollars (\$900,000.00) 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 Chicago, 3300 West Dempster 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 Documents, 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



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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 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 even' 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 one specified therein, Lender shall have the right to exercise each and all of the remedies set forth in soid cocuments 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 spall 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 pay the cost of filing the same or filing or recording this Security Agreement Chattel Mortgage in all put the 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.
- 6. This Assignment is executed by the undersigned, not personally but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and is payable only out of the property specifically described in the Mortgage securing the payment hereof and by the enforcement of the provisions contained in the Mortgage and in the Assignment, and out of other property and security given for the indebtedness evidenced hereby. No personal liability shall be asserted or be enforceable against the undersigned because or in respect of this Assignment, or making, issue or transfer thereof all such liability, if any, being expressly waived by each taker and Holder hereof: and each original and successive Holder of this Assignment accepts

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STATE OF ILLINOIS )
) SS. COUNTY OF COOK )
I, Super A Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Super A Notary Public in and for said County in the State aforesaid, DO Bridgeview Bank Group and Super A Super
GIVEN under my hand and notarial seal this $\frac{1}{2}$ day of April, 2006.
Tunt de
Notary Public
My Commission Expires:
THE REPORT OF THE PROPERTY OF
1-27:08  KIMBERLY SIEPKA KIMBE
STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )
I, LIMSIAN, a Notary Public in and for said County in the State aforesaid, DO
HEREBY CERTIFY that President of SKS
PROPERTIES SOUTHEAST REGION, INC., an Illinois corporation, and
INC., personally know to me to be the same persons whose name are subscribed to the foregoing
instrument as such President and Secretary, respectively, appeared before me this day in
person and acknowledged that they signed and delivered the said instrument as their own free and
voluntary acts, and as the free and voluntary act of SKS PROPERTIES SOUTHEASTREGION, INC. for the uses and purposes therein set forth.
• • • • • • • • • • • • • • • • • • •
GIVEN under my hand and notarial seal this \( \simeq \sum_{\text{day}} \) day of April, 2006.
Jump Froz
My Commission Expires:
{ "OFFICIAL SEAL" }
KIMBERLY SIEPKA  NOTARY PUBLIC STATE OF ILLINOIS  My Commission Famines 01/27/2008

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the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the sale or other disposition thereof, but that in case of default in the payment of this Assignment, or any installment thereof, the sole remedy of the Holder hereof shall be by foreclosure of the Mortgage, in accordance with the terms and provisions in the mortgage set forth, by action to enforce the Assignment or other instruments given as security for the indebtedness evidenced hereby, or by action to enforce the personal liability of the guarantor or co-maker of the payment hereof. Nothing herein contained shall affect or impair the liability or obligation of any guarantor of the indebtedness evidenced herein.

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

BORROWEP.
BRIDGEVIEW ISANK GROUP, as Trustee, under Trust Agreement dated March 19, 2004 and known as Trust Number 1-3108
By:
Its: Trust Officer
Attest: Nama Joldo
Its: Commercial Loan Closer
<b>GUARANTOR:</b>
SKS PROPERTIES SOUTHEAST REGION, INC., an Illinois corporation
By:
Its:
Attest:

Its:

\*ALL REPRESENTATIONS AND UNDERSTANDINGS OF BRIDGEVIEW BANK GROUF 43 TRUSTEEASAFORESAIDAND NOT INDIVIDUALLY ARE THOSE OF IT'S BENEFICIARIES ONLY IND NO LIABILITY IS ASSUMED BY OR SHALL BE ASSERTED AGAINST THE BRIDGEVIEW BANK GROUP PERSONALLY AS A RESULT OF THE SIGNING OF THIS INSTRUMENT." OUNTY CONTROL

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### **EXHIBIT A**

#### **LEGAL DESCRIPTION**

THAT PART OF THE WEST 11 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID WEST 11 ACRES OF SECTION 6, SAID LINE BEING ALSO THE WEST LINE OF SOUTH NEVA AVENUE AS SAID STREET NOW EXISTS WITH A LINE 50 FEET NORTH AND PERPENDICULARLY DISTANT FROM THE SOUTH LINE OF SAID SECTION 6; THENCE NORTH 487.67 FEET FOR A PLACE OF BEGINNING; THENCE IN A NORTHWESTERLY DIRECTION ALONG A LINE FOR A D'STANCE OF 130.17 FEET TO A POINT OF CURVE SAID POINT OF CURVE BEING 571.72 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 6 AS MEASURED ALONG THE WEST LINE THEREOF AND 236.90 FEET EAST OF AND PERPENDICULARLY DISTANT THERETO; THENCE IN A NORTHWESTERLY AND NORTHERLY DIRECTION ALONG A CURVE TO THE RIGHT TANGENT TO SAID LAST DESCRIBED COURSE CONVEY TO THE SOUTHWEST AND HAVING A RADIUS OF 116.18 FEET FOR A DISTANCE OF 149 69 FEET AS MEASURED ALONG SAID CURVE TO A POINT OF TANGENCY SAID POINT OF TANGENCY BEING 681.46 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 6 AS MEASURED ALONG THE WEST LINE THEREOF AND 151.74 FEET EAST OF AND PERPENDICULARLY DISTANT THERETO; THENCE NORTH ALONG A LINE TANGENT TO AFORESAID LAST DESCRIBED CURVE FOR A DISTANCE OF 646.30 FEET TO A POINT IN THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, SAID POINT 144.95 FEET EAST MEASURED AT RIGHT ANGLES TO THE AFORFSAID WEST LINE OF SAID SECTION 6; THENCE EAST ALONG THE AFORESAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6 TO THE AFORESAID EAST LINE OF THE WEST 11 ACRES OF SAID SECTION 6; THENCE SOUTH ALONG SAID LINE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN(S).: 24-06-301-038-0000

COMMONLY KNOWN AS: 9301, 9317, and 9333 S. HARLEM AVENUE, OAK LAWN, ILLINOIS

This Document was prepared by:

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