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071/60-002

Prepared By: Washington Federal Bank for Savings 2869 South Archer Avenue Chicago, IL 60608

Mail to: Washington Federal Bank for Savings 2869 South Archer Avenue Chicago, IL 60608 Doc#: 0717609002 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 06/25/2007 11:16 AM Pg: 1 of 4

#### SECURITY AGREEMENT - CHATTEL MORTGAGE

THIS Security Agreement-Chat el Mortgage, effective this 19th day of June 2007, by and between DIEMY CONSTRUCTION CORPORATION... an Illinois Corporation, having an address at 5605 S. Monitor Avenue, Chicago, Illinois 60638, hereinafter referred to as "Borrower", and WASHINGTON FEDERAL BANK FOR SAVINGS, hereinafter referred to as Lender", having an address at 2869 South Archer Avenue, Chicago, Illinois 60608.

### WITNESSET FI:

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 SEVEN HUNDRED FORTY TWO THOUSAND FIVE HUNDRED AND 0//10JTH DOLLARS (\$742,500.00), recorded in the Recorder's Office of Cook County, Illinois, pertaining to 102 premises described on Exhibit "A" which Real Estate Mortgage was given to secure the payment of the Bostovice's performance of all terms and conditions of that certain Promissory Note ("Note") bearing even date herewith executed by Borrower, in the amount of SEVEN HUNDRED FORTY TWO THOUSAND FIVE HUNDRED AND 00/100TH DOLLARS (\$742,500.00) 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 SEVEN HUNDRED FORTY TWO THOUSAND FIVE HUNDRED AND 00/100TH DOLLARS (\$742,500.00) 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 Washington Federal Bank for Savings, 2869 South Archer Avenue, Chicago, Illinois 60608

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 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".



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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 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 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 Core 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 should desire to give the Borrower hereunder should 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 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 Secure 1 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.

BORROWER:

DV. 1000 C SALINAS DESCRIPTION

BY: MARIA R. SALINAS, SECRETARY

0717609002 Page: 3 of 4

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STATE OF ILLINOIS	)
	) SS.
COUNTY OF COOK	)

I, Karoline A. Repiscak, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that DIEMY CONSTRUCTION CORPORATION., by Jose G. Salinas, President and Maria R. Salinas, Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such persons appeared before me this day in person and they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Try hai. GIVEN under my hand and notarial seal this 19th day of June 2007.

My Commission Expires:

09/15/2009

MY COMMISSION EXPIRES SEPT. 15, 2009

0717609002 Page: 4 of 4

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#### **EXHIBIT A** LEGAL DESCRIPTION

LEGAL:

LOT 66 IN BLOCK 12 IN JOHNSTON AND LEE'S SUBDIVISION OF THE

SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF

THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN:

17-20-317-006-0000

COMMON

Droperty or Cook County Clerk's Office ADDRESS: 1529 WEST 19<sup>TH</sup> STREET, CHICAGO, ILLINOIS 60608

LOAN NUMBER: 02-00384-0