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Doc#: 0801155052 Fee: \$32.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 01/11/2008 01:24 PM Pg: 1 of 5

Prepared By: Crowley & Lamb, P.C. 350 North LaSalle Street Suite 900 Chicago, Illinois 60610

Mail to: Diamond Bank, FSB 100 West North Avenue Chicago, Illinois 60610

SECURITY AGREEMENT - CHATTEL MORTGAGE

THIS Security Agreement-Chattel Mortgage, effective this 4th day of January, 2008, by and between SNL HOLDINGS LLC, an Illinois limited liability company, with an address at 1017 W. Washington, Suite 4A, Chicago, Illinois 60607 (hereinatter 'efferred to as "Obligor"), for the benefit of DIAMOND BANK, FSB, hereinafter referred to as "Lender", having an address at 100 West North Avenue, Chicago, Illinois 60610.

WITNESSETH:

WHEREAS, Obligor has executed and delivered to Lender, certain mortgages of even date herewith to secure the amount of ONE MILLION FOUR HUNDLED FIFTY THOUSAND AND 00/100THS DOLLARS U.S. (\$1,450,000.00) (hereinafter referred to as "Real Estate Mortgages"), recorded in the Recorder's Office of the applicable counties in Illinois, pertaining to each of the premises described on Exhibit "A" (collectively, "Premises"). The Real Estate Mortgages were given a secure the payment of Obligor's performance of all terms and conditions of that certain Promissory Note" Note") bearing even date herewith executed by Obligor, in the amount of ONE MILLION FOUR HUNLIGHD FIFTY THOUSAND AND 00/100THS DOLLARS U.S. (\$1,450,000.00) dated of even date herewith payz'de to the order of Lender, and executed and delivered by Obligor to the Lender promising to pay the aggregate principal sum of ONE MILLION FOUR HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS U.S. (\$1,450,000.00) 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 Diamond Bank, FSB, 100 West North Avenue, Chicago, Illinois 60610.

NOW, THEREFORE, the Obligor 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 Real Estate Mortgages and the performance of the covenants and agreements herein contained by the Obligor 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 each of 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:

- 1. Obligor shall pay to Lender installments of interest due and owing to Lender and evidenced by the Note payable to the order of Lender, and any and all installments of principal and interest due and owing to the Lender by virtue of future advances made by the Lender to the Obligor, shall perform all of the terms, covered nts, conditions and agreements set forth in the Promissory Note and Real Estate Mortgages more particularly described hereinabove.
- 2. In the event that Obligor, shall fail to pay the interest due on the Note or perform the terms, covenants, conditions and agreements set forth in the Promissory Note or the Real Estate Mortgages, within the time specified therein, I ender 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 Obligor hereunder may be given by the Lender to the Obligor in person or by United States Registered or Certified Mail addressed to the Obligor at such address which shall have been designated in writing by said Obligor 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 inc parties herein shall be deemed to include their respective successors and assigns, and the term "Lender' small also include any lawful owner, holder or pledge of the indebtedness secured hereby.
- 5. Obligor will join with Lender in executing one or more Farancing 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 Para to be necessary or desirable.
 - 6. This Agreement is made in and governed by the laws of the State of Illinois.

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

OBLIGOR:

SNL HOLDINGS LLC, an Illinois limited liability company

Scott Gottlieb, Manager

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STATE OF ILLINOIS)) SS.	
COUNTY OF COOK)	
SNL HOLDINGS LLC, person whose name is su this day in person and ac and voluntary act, and as liability company, for the	an Illinois limited liability comubscribed to the foregoing instructions and the signed and as the free and voluntary act of saine uses and purposes therein set	
GIVEN under n	ny hand and notarial seal this _	day of January, 2008.
0	Ž	Claudia Valder Notary Public
My Commission Expire	es: Ox	1100001 10010
2.7.10		"OFFICIAL SEAL" CLAUDIA VALDEZ Starty Public, State of Illinois Commission Expires 02/07/10

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 23 IN BLOCK 5 IN WILLOWICK ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4, NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MAY 19, 1959, AS DOCUMENT NUMBER 1861915.

P.I.N. 28-22-313-023

COMMONLY ANJWN AS: 4428 ADELE, OAK PARK, IL 60452

PARCEL 2:

LOT 26 IN BLOCK 3 IN 3PP ADDITION IN CLEARING, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

P.I.N. 19-17-421-015

COMMONLY KNOWN AS: 6143 S. MASSASOIT, CHICAGO, IL 60638

PARCEL 3:

LOT 10 IN BLOCK 2 IN MERRIELL'S GARDEN HOME, A 5UBDIVISION IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, PANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 6/4'SC

P.I.N. 02-22-104-010

COMMONLY KNOWN AS: 29 HICKORY, PALATINE, IL 60067

PARCEL 4:

LOTS 41 AND 42 IN BLOCK 45 IN ANDREWS AND PIPER'S THIRD ADDITION TO BERWYN, BEING A SUBDIVISION OF BLOCKS 8 AND 9 IN LAVERGNE SUBDIVISION AND OF LOGS 1, 2, 32, 33, 34 AND 35 IN BLOCK 36 AND LOTS 1 TO 6 AND 28 TO 35 IN BLOCK 37 OF ANDREWS AND PIPER'S SECOND ADDITION TO BERWYN ALSO THE PART OF 33RD STREET LYING BETWEEN HARLEM AVENUE AND IVISON AVENUE NOW VACATED ON SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD

PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-31-109-009

COMMONLY KNOWN AS: 3231 MAPLE, BERWYN, IL 60402

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PARCEL 6:

LOT 36 IN BLOCK 50 IN SOUTH LYNNE, BEING VAIL'S SUBDIVISION IN THE NORTH 1/2 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 20-19-124-012

COMMONLY KNOWN AS: 6631 S. CLAREMONT, CHICAGO, IL 60636

PARCEL 7:

LOT 3 IN ELOCK 5 IN OAKDALE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 24-09-417-014

COMMONLY KNOWN AS: 49)9 LAMB, OAK LAWN, IL 60453