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

## **UNOFFICIAL COPY**



Doc#: 0805133147 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 02/20/2008 11:45 AM Pg: 1 of 4

### **SECURITY AGREEMENT - CHATTEL MORTGAGE**

THIS Security Agreement-Chattel Mortgage, effective this 12<sup>th</sup> day of February, 2008, by and between ROBERT LEONARD, with an address at 4809 Lido Sands Drive, Newport Beach, California 92663 (hereinafter referred to as "Co'igor"), for the benefit of DIAMOND BANK, FSB, hereinafter referred to as "Lender", having an address at 100 West North Avenue, Chicago, Illinois 60610.

### <u>WITNESSETH:</u>

WHEREAS, Obligor has executed 2:1d delivered to Lender, a certain mortgage of even date herewith to secure the amount of SEVEN HUNDRED NUNETY THOUSAND AND 00/100THS DOLLARS U.S. (\$790,000.00) (hereinafter referred to as "Real Estate Mortgage"), recorded in the Recorder's Office of Cook County, Illinois, pertaining to the premises described on Exhibit "A" ("Premises"). The Real Estate Mortgage was given to 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 SEVEN HUNDRED NINETY THOUSAND AND 00/100THS DOLLARS U.S. (\$790,000.00) dated of even date herewith payable to the order of Lender, and executed and delivered by Obligor to the Lender promising to pay the aggregate principal sum of SEVEN HUNDRED NINETY THOUSAND AND 00/100THS DOLLARS U.S. (\$790,000.00) 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 (fmc ney 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 Mortgage 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 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.

BOX 334 CII

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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, covenants, conditions and agreements set forth in the Promissory Note and Real Estate Mortgage 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 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 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 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. Obligor 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.
  - 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 - Chattel Mortgage effective as of the date and year first above written.

**ROBERT LEONARD** 

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STATE OF ILLINOIS				
COUNTY OF COOK	) SS. )			
I, Lynalist DO HEREBY CERTIF whose name is subscrib acknowledged that he si the uses and purposes the	ped to the foregoing igned and delivered	ig instrument, appear	red before me this da	y in person and
GIVEN under i	my hand and notar	ial seal this 12 day	of February, 2008.	
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My Commission Expire	es:		Notary P	ublic
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			Of Clarks	

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#### **EXHIBIT A**

### **LEGAL DESCRIPTION**

LOT 28 IN SUBDIVISION OF BLOCK 7 IN BLOCK 5 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-32-409-007-0000

KNOWN.

TOPOGRAPH OF COOK COUNTY CLERK'S OFFICE COMMONLY KNOWN AS: 1957 N. FREEMONT, CHICAGO, ILLINOIS

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