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Doc#: 1019654056 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/15/2010 11:29 AM Pg: 1 of 4

COLLATERAL ASSIGNMENT (Security Agreement)

THE STATE OF IL
COUNTY OF COOK

KNOW ALL MEN BY THESE PRESENTS:

THAT **AMERICAN CAPITAL GROUP, L.L.C.**, a Florida limited liability company, licensed to do business in Texas, 8030 Thompson Lake Drive, Missouri City, TX 77459 hereinafter called "Debtor" (whether one or more), for a valuable and sufficient consideration paid, the receipt of which is hereby acknowledged, hereby TRANSFERS, ASSIGNS AND CONVEYS unto **ENTERPRISE BANK, A TEXAS BANKING CORPORATION**, 7125 Gulf Freeway, Houston, TX 77087, hereinafter called "Secured Party" (whether one or more), the Promissory Note (herein called COLLATERAL and in which Debtor grants to Secured Party a Security Interest) and all liens, rights, titles, equities and interests securing the same, described as follows, to-wit:

That one certain Promissory Note in the original principal sum of \$84,500.00 dated 04/10/1996 executed by DOMINIC A NICOSIA AND ELAINE A NICOSIA, and payable to the order of COAST SECURITY MORTGAGE CORPORATION, secured by a MORTGAGE recorded 04/26/1996 in DOC# 96316886 in the County Recorder's Office of COOK County, State of ILLINOIS and assigned to American Capital Group, LLC by Assignment recorded 06/10/2010 in DOC# 1016119005 County Recorder's Office of COOK County, State of ILLINOIS. Against the following described real property:

10942 LOMBARD AVE., CHICAGO RIDGE, IL 60415; PARCEL #24-17-318-018

SEE EXHIBIT A ATTACHED

This transfer is made to secure the payment of that one certain Promissory Note (the "Note") in the original principal sum of \$1,750,000.00 dated 3/29/2007, executed by Debtor and payable to the order of Secured Party and upon full payment of which Note this transfer shall be null and void and the COLLATERAL; together with the liens securing the same, shall, at the expense of Debtor, be re-transferred, without warranty or recourse, to Debtor by Secured Party.

In the event of default in the payment of any installment, principal or interest, of the Note hereby secured, in accordance with the terms thereof, Secured Party may elect, Debtor hereby expressly waiving notice, demand and presentment, to declare the entire indebtedness hereby secured immediately due and payable.

Orion Financial Group Inc.



NICOSIA, DOMINIC

*06058484

AMCAP/COLL ASN

ENTERPRISE BANK

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In the event of default in the payment of said indebtedness when due or declared due, Secured Party shall have the right to sell the COLLATERAL at Public Sale to the highest bidder for cash at the Courthouse door of the County of Secured Party's address hereinabove stated, after having given notice of the time, place and terms of such Public Sale by posting a written or printed notice of said sale at the Courthouse door of said County at least ten days before the day of sale and after sending reasonable notice to Debtor and to such other person or persons legally entitled thereto of the time and place of the Public Sale, and Secured Party shall transfer to the Purchaser at such sale said COLLATERAL, together with all liens, rights, titles, equities and interests in and to the above described property securing the payment thereof, and the recitals in such transfer shall be prima facie evidence of the truth of the matters therein stated and all prerequisites to such sale required hereunder and under the laws of this State shall be presumed to have been performed. The proceeds of the sale shall be applied, first to the reasonable expenses of the sale and then toward the payment of the principal, interest and attorney's fees due and unpaid upon the Note hereby secured, rendering the balance, if any, and surplus, if any, to the person or persons entitled thereto, but if there be any deficiency, Debtor shall remain liable therefor. Secured Party shall have the right to purchase at such Public Sale, being the highest bidder therefor.

Secured Party, in addition to the rights and remedies provided for in the preceding paragraph, shall have all the rights and remedies of a Secured Party under the applicable laws of the State of Texas and the state in which the referenced COLLATERAL is situated and Secured Party shall be entitled to avail itself of all such other rights and remedies as may now or hereafter exist at law or in equity for the collection of said indebtedness and the foreclosure of the Security Interest created hereby and the resort to any remedy provided hereunder or provided by applicable law and shall not prevent the concurrent employment of any other appropriate remedy or remedies.

The requirement of reasonable notice to Debtor of the time and place of any Public Sale of the COLLATERAL, or of the time after which any Private Sale or any other intended disposition thereof is to be made, shall be met if such notice is mailed, postage prepaid, to Debtor at the address of Debtor designated at the beginning of this instrument, at least five days before the date of any Public Sale or at least five days before the time after which any Private Sale or other disposition is to be made.

Secured Party may remedy any default, without waiving same, or may waive any default without waiving any prior or subsequent default.

The Security Interest herein created shall not be affected by or affect any other security taken for the indebtedness hereby secured, or any part thereof, and any extensions may be made of the indebtedness without affecting the priority of this Security Interest or the validity thereof which reference to any third party, and the holder of said indebtedness shall not be limited by any election of remedies if he chooses to foreclose this Security Interest by suit. The right to sell under the terms hereof shall also exist cumulative with said suit and one method shall not bar the other, but both may be exercised at the same or different times, nor shall one be a defense to the other.

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Debtor authorizes Secured Party, at Secured Party's option, to collect and receipt for any and all sums becoming due upon the COLLATERAL, such sums to be held by Secured Party without liability for interest thereon and applied toward the payment of the Note hereby secured as and when the same becomes payable, and Secured Party shall have the full control of the COLLATERAL and the liens securing the same until the Note hereby secured is fully paid and shall have the further right to release the lien or liens securing the COLLATERAL upon the full and final payment thereof to Secured Party, but Secured Party is under no obligation to make or enforce the collection of the COLLATERAL and the failure of Secured Party from any cause to make or enforce the collection thereof shall not in any way prejudice the right of Secured Party to thereafter make or enforce collection thereof or in any way affect the indebtedness to Secured Party hereby secured.

The pronouns used in this agreement are in the masculine gender but shall be construed as feminine or neuter as occasion may require. "Secured Party" and "Debtor" as used in this agreement include, shall bind and shall inure to the benefit of the respective heirs, executors or administrators, successors, representatives, receivers, trustee and assigns of such parties. If there be more than one Debtor, their obligations shall be joint and several.

The law governing this secured transaction shall be the laws of the State of Texas.
EXECUTED this 04/15/2010

"Debtor"

AMERICAN CAPITAL GROUP, L.L.C.

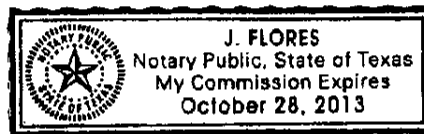
By:

M. E. Wileman
M. E. Wileman, Vice President

THE STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on this 04/15/2010 by M. E. Wileman, Vice President of AMERICAN CAPITAL GROUP, L.L.C., a Florida limited liability company, on behalf of said limited liability company.

J. Flores
Notary Public, J. Flores
My Commission Expires: 10-28-2013



PREPARED BY & RETURN TO:
Orion Financial Group, Inc.
M. E. Wileman
2860 Exchange Blvd. #100, Southlake TX 76092

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EXHIBIT A

LOT EIGHT (8) IN BLOCK NINE (9), IN WARREN J. PETER'S SUBDIVISION OF THE EAST THREE-FOURTHS (3/4) OF THE SOUTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF THE SOUTH WEST QUARTER (1/4); ALSO THE NORTH EAST QUARTER (1/4) OF THE SOUTH WEST QUARTER (1/4) OF THE SOUTH WEST QUARTER (1/4) AND THE SOUTH HALF (1/2) OF THE SOUTH WEST QUARTER (1/4) OF THE SOUTH WEST QUARTER (1/4) (EXCEPT THE SOUTH 208.73 FEET OF THE WEST 208.73 FEET THEREOF) OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 24-17-318-018

Property of Cook County Clerk's Office