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This Document Prepared By and Mail to:
Joselynn Gardner
Special Assistant of Legal Affairs
Bureau of Economic Development
69 W. Washington, 29th Floor
Chicago, Illinois 60602
(312) 603-1067

Doc#: 1225046056 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/06/2012 11:15 AM Pg: 1 of 7

NSP Project Number:

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SECURITY AGREEMENT NEIGHBORHOOD STABILIZATION PROGRAM

THIS SECURITY AGREEMENT ("Agreement") is made on August 21, 2012, between Habitat for Humanity Chicago South Suburbs, an Illinois not for profit, having a principal place of business at 139 W. Joe Orr Road, Chicago Heights, IL 60411 (the "**Borrower**") and the **County of Cook**, a body politic and corporate of the State of Illinois (the "**County**" and "**Lender**"). Capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement.

1. Whereas, pursuant to a loan agreement ("**Loan Agreement**") dated the same day as this Agreement, the County has agreed to make a loan to Borrower in the original principal amount of up to One Hundred Fifteen Thousand Two Hundred Twenty-Four and 26/100 U.S. Dollars (\$115,224.26) (the "**Loan**") in connection with the purchase and rehabilitation of the property legally described in **Exhibit A** (the "**Property**"), which is attached hereto and made a part hereof.
2. For valuable consideration of the sum of one dollar (\$1.00), the Borrower hereby grants and conveys to the County a continuing security interest in the Collateral (the "**Collateral**") in connection with the Property to secure the indebtedness evidenced by the note ("**Note**") dated the same day as this Agreement, and all of the obligations under the Loan Documents (collectively "**Obligations**,") pursuant to the Uniform Commercial Code ("**UCC**") as in effect in the State of Illinois (the "**State**").

The word "Collateral" means the following described property and interests in property of Borrower located on the Property, whether now owned or hereafter acquired or whether now existing or hereafter arising, and wherever located:

- (a) All attachments, equipment, machinery, furniture, fixtures, vehicles, accessions, accessories, tools, parts, supplies, increases, and additions to and all replacements of and substitutions for any property described above;
- (b) All products and produce of any of the property described herein;

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- (c) All accounts (including but not limited to replacement reserves, operating expenses and real estate taxes and insurance escrow accounts established), general intangibles (including but not limited to inventions, designs, patents, patent applications, trademarks, trademark applications, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, tax refund claims and any guaranty claims, security interest, or other security held by Borrower), contract rights, chattel paper, instruments, documents, inventory, rents, monies, payments, and all other rights arising out of a sale, lease, or other disposition of any of the property described herein;
- (d) All proceeds (including insurance proceeds) from the sale, destruction, loss or other disposition of any of the property described herein; and
- (e) All records, books and data relating to any of the property described herein, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Borrower's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

However, the Collateral shall not include any equipment or property leased by Borrower, any equipment, property or other assets owned by Borrower and not associated with the Property, or any property owned by tenants of the Property.

Borrower further agrees that the County shall have the rights stated in this Agreement with respect to the Collateral, in addition to other rights which the County may have by state or federal law.

3. The security interest hereby granted is to secure the payment of the Loan and all obligations of Borrower set forth in the Loan Documents, including, without limitation, all interest, fees, charges, expenses, attorney's fees.

4. Borrower warrants and represents to the County that it owns the Collateral free and clear of any lien, security interest, encumbrance and other claim of any kind, other than the Permitted Exceptions, security interest created by this Agreement and the Mortgage, and that Borrower has the full power to grant the security interest.

5. Borrower agrees to comply with the requirements of all valid and applicable state and federal law in order to grant the County a valid, perfected lien, and security interest in, the collateral, and shall, upon request of the County, from time to time, execute and deliver to the County one or more financing statements pursuant to the Uniform Commercial Code then in effect in the State of Illinois, and any other instruments required the County in connection herewith, the filing of which is advisable, in the reasonable judgment of the County, to perfect the County's security interest in the Collateral under the laws of the State of Illinois and the United States. Borrower hereby authorizes the County to execute and file, at any time and from time to time, on behalf of the Borrower, one or more financing statements with respect to the Collateral, the filing of which is advisable, in the reasonable judgment of the County, including, without limitation, continuation statements and statements re-perfecting a security interest in any of the Collateral where the financing statements with respect thereto had lapsed. Borrower hereby irrevocably

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empowers and appoints the County or any and all persons designated by the County, or any of them, with full power of substitution, as its attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue to perfect the security interest granted in this Agreement, even in the event that the borrower becomes dissolved, terminated, bankrupt or insolvent. Borrower will reimburse the County for all reasonable expenses for the perfection and the continuation of the perfection of the County's security interest in the collateral. Borrower agrees to notify the County prior to any change in its name or its mailing address or principal place of business.

6. Unless specifically otherwise agreed by the County in writing, Borrower shall, if applicable:

- (a) Maintain possession of the Collateral on the Property and not remove the Collateral from that location, except in the ordinary course of business;
- (b) Maintain the Collateral in good condition, repair it if necessary, and otherwise deal with the Collateral in all such ways as are considered good practice by owners of such property;
- (c) Use the Collateral lawfully and only as permitted by insurance policies;
- (d) Any duly authorized representative of the County or the United States Department of Housing and Urban Development ("HUD") shall have access to and be allowed to inspect the Collateral and any records relating to the Collateral at all reasonable times upon prior reasonable notice during the term of this Agreement;
- (e) Keep the Collateral free and clear of all liens, encumbrances and security interests of others.

7. Borrower shall promptly defend any proceeding or challenge which may affect the security interest or the title to the Collateral, and will reimburse the County for all reasonable costs and expenses incurred by the County in connection with such defense.

8. Borrower shall pay when due all existing or future charges, liens or encumbrances on, and all taxes and assessments now or hereinafter imposed on or affecting the Collateral.

9. Borrower shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereinafter in effect, applicable to the ownership, production, disposition, or use of the Collateral.

10. An Event of Default under the Loan Documents shall constitute an Event of Default hereunder, entitling the County to any and all of the remedies defined in the Loan Documents.

11. This Agreement together with Loan Documents constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

12. This Agreement shall be governed by and construed under the laws of the State of Illinois. If there is a lawsuit, Borrower agrees upon the County's request to submit to the jurisdiction of the courts of the State of Illinois.

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13. Borrower agrees to pay upon demand all of the County's reasonable costs and expenses, including reasonable attorney's fees and the County's legal expenses, incurred in connection with the enforcement of this Agreement. The County may pay someone else to help enforce this Agreement, and Borrower shall pay the reasonable costs and expenses of such enforcement. Costs and expenses include the County's reasonable out-of-pocket attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower shall also pay all court costs and such additional fees as may be directed by the court.

14. All notices required to be given under this Agreement shall be given in writing, may be sent by facsimile (unless otherwise required by law), and shall be effective when actually delivered or when deposited with a nationally recognized overnight courier or deposited in the United States mail, certified with return receipt, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, the Borrower agrees to notify the County prior to any change in its name or its mailing address or principal place of business. Notices and communications under this Agreement shall be sent to the respective parties at the addresses set forth below and shall be deemed to have been given and received upon delivering same or upon three days after mailing same by certified mail postage prepaid.

TO THE COUNTY: Cook County
Bureau of Economic Development
69 West Washington, Suite 2900
Chicago, Illinois 60602
Attn: Bureau Chief

TO THE BORROWER: Habitat for Humanity Chicago South Suburbs
Attn: David Tracy, Executive Director
139 W. Joe Orr Road
Chicago Heights, IL 60411
708-828-7761

15. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions which can be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable.

16. Subject to the limitations set forth above on transfer of the Collateral, this **Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.**

17. The County shall not be deemed to waive any rights under this Agreement unless such waiver is given in writing and signed by the County. No delay or omission on the part of the

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County in exercising any right shall operate as a waiver of such right or any other right. A waiver by the County of a provision of this Agreement shall not prejudice or constitute a waiver of the County's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by the County, nor any course of dealing between the County and Borrower, shall constitute a waiver of any of the County's rights or any of Borrower's obligations as to any future transactions. Whenever the consent of the County is required under this Agreement, the granting of such consent by the County in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the reasonable discretion of the County.

18. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

BORROWER ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS SECURITY AGREEMENT AND BORROWER AGREES TO ITS TERMS.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its authorized representatives as of the date first written above.

COUNTY OF COOK, ILLINOIS

By: [Signature]
Herman Brewer, Bureau Chief
Cook County Bureau of Economic Development

ATTEST: [Signature]
David Orr, Cook County Clerk

Approved as to form: [Signature]
Staff Attorney

BORROWER

Habitat for Humanity Chicago South Suburbs
An Illinois Not for Profit Corporation

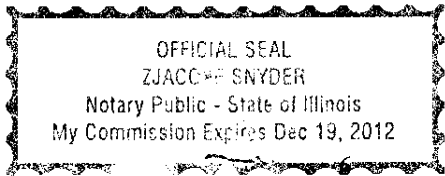
[Signature]
David Tracy, Executive Director

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jacobe Snyder, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that David Tracy is personally known to me to be the Executive Director of Habitat for Humanity Chicago South Suburbs appeared before me this day in person, and acknowledged that as such they signed, sealed and delivered the foregoing instrument as the free and voluntary act of said corporation and as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of August, 2012.

My Commission expires: 12/19/12
[Signature]
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION:

LOT 8 IN BLOCK 9 IN LINCOLNWOOD SUBDIVISION, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 7, 1957 AS DOCUMENT 1752498.

PERMANENT INDEX NUMBER:

31-24-439-008-0000

COMMON STREET ADDRESS:

215 Early Street
Park Forest, Illinois 60466

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