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Doc# 1813646132 Fee \$52.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/16/2018 03:28 PM PG: 1 OF 8

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud 844-768-1713



Doc# Fee \$2.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/16/2018 03:29 PM PG: 0

The property identified as: PIN: 18-03-422-063-0000

Address:

Street: 4509 Forest Ave

Street line 2:

City: Brookfield

State: IL

ZIP Code: 60513

Lender: Gulf Civilization General Trading & Contracting Company

Borrower: Tawfik M. Tawfik and Fifth Element Services Company

Loan / Mortgage Amount: \$700,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 96CF4610-441F-44D9-8DAF-EA63600E2220

Execution date: 5/16/2018

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SECURITY AGREEMENT

Legal Description:

THE NORTH 53.63 FEET OF LOT 18 IN BLOCK 2 IN PINKERT'S STATE ROAD ADDITION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ALSO THE NORTH 30 FEET OF THE SOUTH 60 FEET OF LOT 18 IN BLOCK 2 IN PINKERT'S STATE ROAD ADDITION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

Commonly known as : 4509 Forest Ave Brookfield IL 60513

PIN 18-03-422-063-0000

Legal Description:

THE NORTH 82.78 FEET OF LOT 1 IN BLOCK 2 IN PINKERT'S STATE ROAD ADDITION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4509 Grove Ave Brookfield IL 60513

PIN 18-03-423-061-0000

Legal Description:

THE NORTH 82.78 FEET OF LOT 1 IN BLOCK 2 IN PINKERT'S STATE ROAD ADDITION BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

Commonly known as: 4508 Grove Ave Brookfield IL 60513

PIN 18-03-422-064-0000

Legal description

The South 70 feet of the North 90 feet of Lot 14 in Block 3 in Pinkert's State Road Addition, being a Subdivision of the East 1/2 of the South East 1/4 of the South East 1/4 of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 4605 Grove Ave Brookfield IL 60513

PIN 18-03-423-054-0000

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Prepared by and Mail To:
Gabriel Grillo
Contract Manager
PO Box 25021
Safat Kuwait 13111

Property of Cook County Clerk's Office

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SECURITY AGREEMENT

This SECURITY AGREEMENT ("Security") is given this 22nd day of April 2018, by Tawfik M. Tawfik and Fifth Element Services Company, an Illinois corporation (hereinafter collectively referred to as "Debtor") to Gulf Civilization General Trading & Contracting Company, a Kuwaiti company (hereinafter referred to as "Secured Party").

WITNESSETH:

- A. Debtor does hereby grant and convey to Secured Party a security interest in and to all of the rights, title and interest of the land and any real property attached thereto and identified as follows:

PIN	Commonly known as
18-03-422-061-0000	4509 Forest Ave Brookfield IL 60513
18-03-422-064-0000	4508 Grove Ave Brookfield IL 60513
18-03-423-061-0000	4509 Grove Ave Brookfield IL 60513
18-03-423-054-0000	4605 Grove Ave Brookfield IL 60513

The property described in this paragraph is hereinafter collectively called the "Collateral." Without limiting the generality of the foregoing, Collateral specifically includes all personal items included thereon.

- B. This Security is given for the following purposes:

1. As further security for the payment of debt incurred and specified in the promissory note dated April 09, 2015 ("Note") for the principal sum of up to \$700,000 seven hundred thousand dollars (\$700,000.00) made by Debtor to the order of Secured Party and any extensions or renewals thereof, and incorporated herein by reference as if set forth in full.
2. To secure the payment of any and all additional sums that may be advanced, paid, or expended by Secured Party under the Note and the payment of any and all sums or amounts that Secured Party may, at its option, hereafter advance or expend under this Security or for the maintenance and/or preservation of the Collateral. Any and all additional sums that may be advanced by the Secured Party shall bear interest at the same rate as referenced in said Note.
3. To secure the payment and the full, complete, and faithful performance of each and every obligation, covenant, promise, and agreement contained herein and contained in the Note.
4. To secure the payment of any and all loss or damage that Secured Party may sustain by reason of any defaults on the part of Debtor under the Note or this Security Agreement.

- C. Debtor does hereby agree as follows:

1. To prepare and deliver to Secured Party, upon notice given by Secured Party from time to time, a full inventory listing, as of the date the notice is given, all items then constituting Collateral and any other information Secured Party may request with respect to purchases or sales or other acquisitions or dispositions of Collateral. Each such inventory shall be certified as being true and complete by a duly authorized agent of Debtor.

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2. To care properly for and keep the Collateral in good condition and repair and not to commit any waste or permit any deterioration thereof. Secured Party may examine and inspect the Collateral, wherever located, at any reasonable time or times.
3. To provide and maintain in force, at all times, hazard and other types of insurance as may be required by Secured Party, each in an amount satisfactory to and with loss payable to Secured Party, and to deliver the policy or policies to the Secured Party together with written evidence showing payment of the premium therefor. The policies for this insurance shall be for a term and in form and content and issued by such companies as may be satisfactory to Secured Party and shall remain in possession of Secured Party as further security. The amount collected under any fire or other insurance policy may be applied by Secured Party upon any indebtedness secured hereby and in the order as Secured Party may determine, or, at the option of Secured Party, any part or all of the amount may, without reducing the indebtedness secured hereby, either be used to replace or restore the Collateral covered by this Agreement, to a condition satisfactory to Secured Party, or be released to Debtor. Such application or release shall not cure or waive any default hereunder.
4. To appear in and defend any action or proceeding affecting or purporting to affect the security of this Agreement and pay all costs and expenses thereof and all costs and expenses in any such action or proceeding in which Secured Party may appear.
5. To pay before delinquent all taxes and assessments affecting the Collateral and all costs or penalties thereon.
6. Not to remove the Collateral, or any part thereof, from its present location without first obtaining the express written consent of Secured Party.
7. Not to transfer or encumber voluntarily or permit any involuntary transfer of the Collateral, or any interest therein, by way of sale, creation of a security interest, levy, or other judicial process without first obtaining the written consent of Secured Party.
8. To execute and file such financing statements or other instruments as Secured Party requests to evidence, perfect, and continue the security interest granted hereunder.

D. Debtor represents and warrants to Secured Party the following:

1. The Collateral has not been sold, encumbered, hypothecated, or otherwise transferred, in whole or in part, and no person or entity holds any interest, claim, or demand, in law, equity, or otherwise, that is prior or superior to the security interest granted hereunder or that in any manner may interfere with the exercise of the rights and remedies of Secured Party hereunder, except for those which appear of public record prior to execution of this Security Agreement.
2. Debtor has full right, power, and authority to enter into and perform its obligations under this Security Agreement, and the execution hereof and the grant of the security interest hereunder do not and will not constitute a default under any other agreement or commitment to which Debtor is a party or by which Debtor is bound.

E. Secured Party may, but need not, perform any act required of Debtor and may, but need not, pay,

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purchase, contest, or compromise any claim, debt, lien, charge, or encumbrance that in the judgment of Secured Party may affect or appear to affect the security of this Agreement and may, but need not, discharge taxes, liens, security interests, or other encumbrances at any time levied or placed on the Collateral and make any payment for insurance on the Collateral and for maintenance or preservation of the Collateral; all sums so expended shall be paid immediately by Debtor upon demand by Secured Party with interest from date of demand at the rate as adjusted from time to time in accordance with the terms of the Promissory Note, compounded monthly.

- F. A default in the performance of any obligation, covenant, or liability of Debtor herein provided shall constitute a default under the Promissory Note and any default under the Promissory Note shall constitute a default under this Security Agreement.
- G. Should Debtor fail or refuse to make any payment or do any act that it is obligated to make or do at any time and in any manner herein provided, or should Debtor default in the true and faithful performance of any covenant or condition hereof, or in the event any warranty, representation, or statement made or furnished to Secured Party by or on behalf of Debtor shall be false in any material respect when made or furnished, then Secured Party, at its sole discretion, may declare all sums secured hereby immediately due without demand upon or notice to Debtor, and may:
1. Take immediate possession of the Collateral, and Debtor agrees upon demand to surrender possession thereof to Secured Party peaceably and that Secured Party may employ any and all means reasonably necessary within its sole discretion to gain possession of the Collateral, and Secured Party, its successors and assigns, agents, servants, attorneys, and employees are hereby released from any cause or causes of action, claims, demands, obligations, or liabilities whatsoever claimed to exist by reason of taking possession and/or removal of the Collateral.
 2. Sell and dispose of all or any portion of the Collateral as a unit or in parcels, at public or private sale, conducted in the county in which Secured Party has its principal place of business, with or without having the Collateral at the place of sale, or, without removal of the Collateral, upon the premises of Debtor, and upon the terms and in such manner as Secured Party may determine. Upon the sale of the Collateral, Secured Party may apply, in any order that it deems appropriate, the proceeds of such sale to the unpaid principal balance, accrued but unpaid interest, and other charges of the Promissory Note secured hereby, as well as all other obligations of every class and character owed by Debtor to Secured Party and secured by virtue of the provisions hereof, together with all costs incurred by Secured Party and all charges of making such sale, including, among others, all expenses of repossession, preparation for sale, advertising, sale of the Collateral, and reasonable attorneys' fees and expenses; Secured Party or its agents, successors, or assigns may purchase all or any part of the Collateral at any such sale; and any and all unexpired insurance shall inure to the benefit of and pass to the purchaser of the Collateral at any sale held hereunder.
- H. In addition to any rights or remedies provided herein, Secured Party may have and exercise all other rights and remedies as provided for by law and shall have the right to enforce one or more remedies hereunder successively or concurrently, and any such action shall not estop or prevent Secured Party from pursuing any further remedy that it may have hereunder or by law.
- J. No default shall be waived by Secured Party except in writing, and no waiver of any default shall operate as a waiver of any other default or the same default on a future occasion.

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- K. Debtor agrees that Secured Party shall not be liable to Debtor or to any other person or persons for injury or damage that may result to any person or property by reason of the use or condition of the Collateral or any part thereof, and Debtor further agree to defend and keep Secured Party free and harmless from any and all costs, damages, losses, expenses, claims, or liability arising out of or connected with, directly or indirectly, the use, sale, management, or condition of the Collateral.
- L. With reference to any of the parties to this Agreement, the use of the singular number shall include the plural, the use of the plural shall include the singular number, the use of the masculine gender shall include the feminine gender, and the use of the feminine gender shall include the masculine gender and shall be so construed as applicable to and including a corporation, partnership, or other entity that may be a party or parties hereto.
- M. This Agreement and the terms, conditions, covenants, and agreements hereof are intended to and shall inure to the benefit of and extend to and include the successors and assigns of Secured Party and shall be binding on the successors and assigns of Debtor.
- N. In the event that Debtor is a corporation, partnership, or other entity, the person or persons who shall execute this Security Agreement do hereby represent and warrant to Secured Party that he or they were and are authorized, directed, and empowered to execute this Agreement for and on behalf of and in the name of Debtor.
- O. The security interest granted under this Agreement shall terminate only upon payment in full of all amounts due to Secured Party in connection with the Promissory Note and any other instrument, agreement, or document securing or otherwise relating to the loan evidenced by the Promissory Note.
- P. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- Q. The terms and provisions contained herein shall, unless the context otherwise requires, have the meanings and be construed as provided in the Uniform Commercial Code of the State of Illinois.

IN WITNESS WHEREOF, Debtor has executed this Agreement the day and year first mentioned above.

DEBTOR:



Tawfik M. Tawfik, personally



Tawfik M. Tawfik, as authorized agent for
Fifth Element Services Company

This Security Agreement consists of 4 pages.

