

# UNOFFICIAL COPY

## Security Agreement in Equipment used for a Business Purpose Securing a Promissory Note

Security Agreement made the 22 day of August, 20 23, between Alice Roofing, PLLC of 359 Oakwood St. Park Forest, FL 60466, hereinafter  
(Name of Debtor) (Street Address, City, County, State, Zip Code)  
called the Debtor; and Arthur James of 17319 Vollbrecht DR  
(Name of Secured Party) (Street Address)  
South Holland, IL 60473  
(City, County, State, Zip Code)



Debtor warrants and covenants as follows:

Doc# 2327257015 Fee \$59.00

1. **Security Interest.** Debtor, for valuable consideration, grants to Secured Party all property of similar kind acquired in the future by Debtor, together with all replacements, accessions, and substitutions, hereinafter called the Collateral, as security for the payment of \$ 59,000.00 as provided in the Promissory Note of Debtor dated as this Security Agreement (the *Covenant*).  
RHSP FEE: \$18.00 RPRF FEE: \$1.00  
KAREN A. YARBROUGH  
COOK COUNTY CLERK  
DATE: 09/29/2023 12:54 PM PG: 1 OF 5

2. **Title to Collateral.** Except for the security interest granted in this Security Agreement, Debtor is, or to the extent that this Agreement states that the Collateral is to be acquired, will be the owner of the Collateral free from lien, security interest or encumbrance. Debtor will defend the Collateral against all claims and demands of all persons at any time claiming it or any interest in it.

3. **Business Purpose.** The Collateral is now used or will be used when acquired primarily for business purposes and the Collateral is used or will be used primarily in the business of Roofing.  
(Describe type of Business)

4. **Location of Collateral.** The Collateral will be kept at 359 Oakwood Street,  
(Street Address)  
Park Forest, IL 60466. Debtor will promptly notify Secured Party of any change  
(City, County, State, Zip Code)  
in the location of the Collateral. Debtor will not remove the Collateral from (the state of IL Illinois)  
(Name of State) without the written consent of Secured Party.

5. **Collateral as Fixture.** Debtor will not permit the Collateral to be attached to real estate in such manner as to cause it to become a fixture.

6. **Financing Statements.** No financing statement covering the Collateral is on file in any public office. At the request of Secured Party, Debtor will join with Secured Party in executing one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to Secured Party and will pay the cost of filing wherever Secured Party considers filing to be

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necessary. If certificates of title are issued or outstanding with respect to any of the Collateral, Debtor will have the interest of Secured Party properly noted.

7. **Transfer of Collateral.** Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest in it without the written consent of Secured Party.
8. **Insurance.** Debtor will have and maintain insurance with respect to all Collateral against risks of fire (including extended coverage), theft, and other risks as Secured Party requires. The insurance shall contain such terms and be in such form, for such periods and written by such companies as may be satisfactory to Secured Party. The insurance shall be payable to Secured Party and Debtor as their interests may appear. Each policy shall provide for at least ten days' written cancellation notice to Secured Party and at request of Secured Party shall be delivered to and held by it. Secured Party may act as attorney for Debtor in obtaining, adjusting, settling, and cancelling the insurance and indorsing any drafts.
9. **Liens and Care of Collateral.** Debtor will keep the Collateral free from adverse lien, security interest or encumbrance and in good order and repair and will not waste or destroy the Collateral or any part of it. Debtor will not use the Collateral in violation of statute or ordinance. Secured Party may examine and inspect the Collateral at any time.
10. **Taxes.** Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement or upon any note or notes evidencing the obligation.
11. **Secured Party's Payment and Expenses.** At its option, Secured Party may discharge taxes, liens, or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral and may pay for the maintenance and preservation of the Collateral. Debtor agrees to reimburse Secured Party on demand for payment made or expense incurred by Secured Party pursuant to the foregoing authorization.
12. **Debtor's Right to Possession.** Until default Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this Agreement and not inconsistent with any policy of insurance on it.
13. **Default.** Debtor is in default under this Agreement upon the happening of any of the following events or conditions:
  - A. Default in the payment or performance of an obligation, covenant or liability contained or referred to in this Agreement;
  - B. Any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished.
  - C. Any event which results in the acceleration of the maturity of the Promissory Note secured by this Property.

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**D.** Loss, theft, damage, destruction, sale or encumbrance to or of any part of the Collateral, or the making of a levy, seizure or attachment of it or any part of it.

**E.** Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under a bankruptcy or insolvency law by or against, Debtor or a guarantor or surety for Debtor.

**14. Remedies.** Upon default and at any time after default Secured Party may declare the obligation Secured by this Agreement immediately due and payable and shall have the remedies of a Secured Party under the ILLINOIS Uniform Commercial Code. Secured  
(Name of State)

Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties.

**15. Severability.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

**16. No Waiver.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**17. Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of ILLINOIS  
(Name of State)

**18. Notices.** Unless provided herein to the contrary, any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

**19. Attorney's Fees.** In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

**20. Mandatory Arbitration.** Notwithstanding the foregoing, and anything herein to the contrary, any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

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21. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

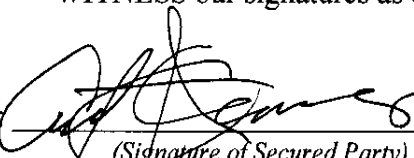
22. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

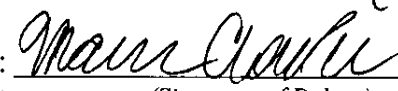
23. **Assignment of Rights.** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

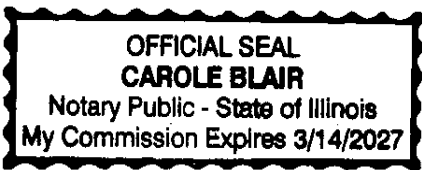
24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

25. **Compliance with Laws.** In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both parties.

WITNESS our signatures as of the day and date first above stated.

By:   
(Signature of Secured Party)  
Arthur James  
(Printed Name of Secured Party)

By:  (Alice Roofing LLC)  
(Signature of Debtor)  
MAURICE CROWDER  
(Printed Name of Debtor)



Carole Blair  
8/22/23

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## PROMISSORY NOTE

\$ 50,000.<sup>00</sup>  
Amount of Note

08/22/2023  
Date of Note

11/29/2023  
Due Date

Alice Roofing, PLLC, the undersigned, (hereinafter called "Maker"), promises to pay to Arthur James (hereinafter called "Lender"), or order, payable at

\_\_\_\_\_ or such other place specified by Lender in writing, \_\_\_\_\_  
Thousand and No/100 Dollars (\$ 50,000.<sup>00</sup> .00) with interest thereon at the rate of 0% percent per annum from the date hereof until paid, payable as follow:

[state terms of note, first payment, due date and final payment and other provisions].

1. 9/29/2023 - \$16,000 @ 10/27/23 - \$16,000 @ 11/29/2023 - \$18,000

Maker has Pledged, assigned or granted to Lender as collateral for payment of this liability (hereinafter called "Obligation"), the following:

[describe collateral] 2020 RAM Pickup Truck # 1C6SRFFT2LN156557  
(hereinafter called "Collateral").

Upon the happening of any of the following events, each of which shall constitute a default hereunder, the Obligation of the Maker to Lender shall become immediately due and payable at the option of Lender: (1) failure of any Obligor (which shall include each maker, endorser, surety and guarantor of this note) to perform any agreement hereunder or pay any obligation secured hereby when due; (2) death of any Obligor; (3) filing of any petition in bankruptcy by or against any Obligor; (4) application for appointment of a receiver for, making of a general assignment for the benefit of creditors by, or insolvency of any Obligor, or (5) an Event of Default under any Security Agreement executed in connection herewith.

Upon occurrence of any such event or at any time thereafter, Lender shall have the remedies of a secured party under Uniform Commercial Code of UCC 1 or real estate laws, as applicable to the security.

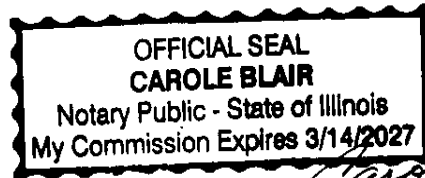
All Obligors waive protest of this note. If this note is not paid when due, all Obligors agree to pay all costs and expenses of collection, including reasonable attorneys' fees and legal expenses, all of which are secured by the Collateral. Any demand upon or notice to Maker shall be sufficiently served for all purposes if personally delivered or placed in the mail addressed to the address shown above or such other address as may be shown on Lender's records.

PRESENTMENT for payment, demand, notice of dishonor, protest, notice of protest and any homestead or personal property exemption allowed by the constitutions or laws of any state are hereby waived by the undersigned. Failure by the holder hereof to exercise any option granted it hereunder shall not constitute a waiver of future rights. The term "undersigned" as used herein shall include all makers, co-makers, endorsers, sureties and guarantors hereof.

THERE will be no pre-payment penalty on this Note.

IF DEFAULT is made in the payment specified herein, or any part thereof, and such default shall continue for a period of 10 days, then the holder hereof may, at its option, declare the whole sum then remaining unpaid immediately due and payable.

(Alice Roofing LLC)  
Maker Mam Clark



Carole Blair  
8/22/23