inder this form.	FORM	I NO. 969 (UCC)	~~~	71
UNO	FFI		CO	P 481
SECURIT	Y AGREEM	ENT — (Chatte	el Mortgage)	the street,

eloniff()	
PATRICK C. PARK and EILEEN C. PARK, of 3722 W. Agatite. (Name) (No. and Street) (Chy)	February 20,1987 (County, Illinois (County)
(hereinafter called "Debtor"), for valuable consideration, rec 1920 Lincoln Avenue Development Company, 312 Wa. (No and Sirest) (hereinafter called "Secured Party") a security interest in, and more any and all additions and accessions thereto and products thereof (Randolph, Chicago, Cook County, 11, 60606 County, 11, 60606 County, teapers to Secured Party, the following described goods and
The existing leasehold improvements located 1920 North Lincoln Avenue, Chicago, Illinois partitions; stairways; flooring materials an and switches; plumbing; heating, ventilation lighting fixtures; and hot water heater.	in Unit C4 , including but not limited to: interior d coverings: electrical conduit. wiring
COOK DOUNTS	A graduation of the state of th
1987 MAR 24 AM II: 39	87154461
(i) Indebtedness of Debtor to Secured Party in the sum of _F (\$15,000,00) evidenced by D. btor's promissory note(s) of Secured Party as therein specified, together with interest thereon extensions thereof, plus all costs of collection, legal expenses and at of a default under this agreement, in collecting or enforcing paymentizing on the Collateral herein; (ii) Any note or notes executed and delivered to Secured Party	of even date herewith in said amount payable to the order of as provided in said promissory note(s) and any renewals of torneys' fees incurred by Secured Party upon the occurrence ment of such indebtedness, or in preserving, protecting or by Debtor at any time before the entire indebtedness and aff
liabilities secured hereby shall be paid in full, evidencing a refindescribed;	nancing of an unpaid balance of any of the note(s) above
(iii) Any and all liabilities of Debtor to Secured Party a using to Debtor hereby warrants and covenants that — (a) The Collateral is bought or used primarily for ☐ Personal, family or household purposes ☐ F and if checked here ☑, is being acquired with the proceeds of the the seller of the Collateral;	1200
(b) If the Collateral is bought or used primarily for personal, f by an individual, Debtor is a resident of said State at the address state. (c) If the Collateral is bought or used primarily for business business is	nown at the beginning of this agreement.
and its chief executive office (or place of business if it has only one	is in (CADDROS) said State at
or if left blank, is located at the address shown at the beginning of t (d) The Collateral will be kept at Unit C4, 1920 N. Liu	his agreement; ncoln, Chicago Cook II.

or if left blank, at the address of the Debtor shown at the beginning of this agreement; Debtor will prountly notify Secured Party of any change in the location of the Collateral within said State; and Debtor will not remove the college of from said State without the prior written consent of the Secured Party;

(e) If the Collateral is or is to be affixed to real arty; (e) If the Collateral is or is to be affixed to real estate, or is crops growing or to be grown, or standing timber, or minerals or the like (including oil and gas), or accounts financed at the well head or mine head, a description of the real estate concerned is as follows (or on attached sheet): SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

and the name of a record owner is: Title to the above-described real estate is Recorded in the Recorder's office. Registered in Torrens. Debtor will on demand of Secured Party furnish the latter with a writing signed by all owners and encumbrancers of the real estate consenting to the security interest under this agreement or disclaiming any interest in the collateral as fixtures and Debtor will promptly notify Secured Party in writing of any such persons. If collateral is fixtures, standing timber, minerals or accounts as aforesaid, and if this agreement is used as a financing statement, it shall be filed in the real estate records.

The Collateral will be affixed only to the real estate described herein and will not be affixed to any other real estate so as to become fixtures on such other real estate without the prior written consent of the Secured Party.

The additional provisions set forth on the reverse side hereof are hereby incorporated herein by reference and made a part of this agreement.

Signed in duplicate and delivered on the day and year first	l above written
Secured Party's signature not required)	Ω

	11 (14) 48
1920 Lincoln Avenue Development Company	1 NEEN CZOR
By S. Sond A D. Guyll Allone	(Debre)
By 2 dward 1 . O'Charlett, Alberna	Ву

PREPIRED BY: UEDWARD I D'GUNERL, 3/2 W. BANDOLPH, CHICA GO, IC GOGOE

BOX 15

Further Warranties and Coverage Debut. Selection here by warrange to the Collateral free from any adverse hen, security interest or encumbrance; and Debut will defend the Collateral against all claims and demands of all persons arrany lime claiming the same or any interest therein.

(b) No Financing Statement covering any of the Collateral or any proceeds therein to the Secured Party in writing of any change in name, address, identity or corporate structure from that shown in this Agreement and shall also upon demand furnish to the Secured Party such further information and shall execute and deliver to Secured Party such further information and shall execute and deliver to Secured Party such further information and shall execute and deliver to Secured Party such further information and shall execute and deliver to Secured Party such further information and shall execute and deliver to Secured Party such further information and shall execute and deliver to Secured Party such further information and shall execute and deliver to Secured Party such further information and shall execute the collateral assecurity for the Obligations, subject to not adverse liens or encumbrances; and Debtor will pay the cost of filing the same or thing or recording this agreement in all public offices wherever filing or recording is deemed by secured Party to be necessary or desirable. A carbon, hautographic or other tepodation of this agreement is sufficient as a financing statement.

(c) Debtor will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Collateral or any interest therein, without the prior written consent of Secured Party.

(d) Debtor shall keep the Collateral at all times insused against risks of loss or dumage by fire (including so-called extended coverage), their and such terms, for such periods and written by such companies or underwriter as Secured Party may approve, losses in all cases to be payable to Secured Party, and Debtor as their interests may appear. All policies of insu

Additional Rights of Parties. 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 place and pay for insurance on the Collateral upon failure by the Debtor, after having been requested so to do, to provide insurance satisfactory to the Secured Party, and may pay for the maintenance, repair, and preservation of the Collateral. To the extent permitted by applicable law. Debtor agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party pursuant to the foregoing; authorization. Until distult 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 thereon.

Events of Default. Debto: shall be in default under this agreement upon the occurrence of any the following events or conditions, namely: (a) default in the payment of performance of any of the Obligations or of any covenants or liabilities contained or referred to herein or in any of the Obligations: (b) any warranty, representation or at thement made or furnished to Secured Party by or on behalf of Debtor proving to have been false in any material respect when made or furnished; (c) los we substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, service or attachment thereof or thereof, (c) (d) death; dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, or assignment for the conditions by, Debtor.

Remedies. Upon such default (no end) is so if whether the Code has been enacted in the jurisdiction where rights or remedies are asserted) and at any time thereafter (such default not having privic siy been cured). Secured Party at its opinion may declare all Obligations secured hereby immediately due and payable and shall have the remedies of a secure a party under the Uniform Commercial Code of Illinois, including, without limitation the right to take immediate and exclusive possession of the Collateral, or prip part thereof, and for that purpose may, so far as Debtor can give authority therefor, with or without judicial, exclusive possession of the Collateral, or prip part thereof, and for that purpose may, so far as Debtor can give authority therefor, with or without judicial, process, enter (if this can be done without, preach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same thereform (provided that if the Collateral or the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same thereform (provided that if the Collateral or call estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code of Illinois); and the Secured Party shall be entitled a close the collateral and proper the Collateral and make it available to Secured Party without removal may render the Collateral upon and entitled in the Uniform Commercial Code of Illinois. Secured Party without removal may render the Collateral upon and entitled in the Uniform Commercial Code of Illinois. Secured Party without removal may render the Collateral and make it available to Secured Party or possession at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or the raters to define specially in value or is of a type customarily sold on a recognized market. Secured Party which is reasonable and the Collateral is of a type customarily sold on

Géneral. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of Secured Party hereunider shall inure to the benefit of its successors and assigns; and all objections of Debtor shall bind his heirs, executors or aministrators or his or its successors or assigns. If there be more than one Debtor, their obligations here and a shall be joint and several. This agreement shall become effective when it is signed by Debtor.

when it is signed by Dictior.

All rights of the Secured Party in, to and under this agreement and in and to the Collegral shall pass to and may be exercised by any assignee thereof. The Debtor agrees that if the Secured Party gives notice to the Debtor of an assignment of said rights, upon such notice the liability of the Debtor to the assignee, shall be immediate and absolute. The Debtor will not set up any claim against the Secured Party as a defense, counterclaim or set-off to any action brought by any such assignee for the unpaid balance owed hereunder or for possession of the Collateral, provide, that Debtor shall not waive hereby any right of action the extent that waiver thereof is expressly made unenforceable under applicable law.

If any provision of this agreement shall be prohibited by or invalid under applicable law, and provision shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provision of this agreement.

ASSIGNMENT

FOR VALUE RECEIVED, the Secured Party hereby sells, assigns and transfers to

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its successors and assigns, all right, title and interest in, to and under the foregoing agreement and in and to the Colliseral therein described, with authority to take either in its own name or in the name of the Secured Party, but for its own benefit, all such proceedings, legal or equal to each of the Secured Party might have taken but for this assignment.

The Secured Party hereby warrants that the foregoing agreement represents a valid security agreement as provided v. dr. the laws of the State of Illinois

and that the indebtedness shown due in the agreement is correct and remains unpaid to the extent of

and is the valid obligation of the Debtor; that the Debtor is the owner of the Collateral, that his true name is signed to the foregoing agreement, and that all parties to this instrument have legal capacity to contract; that the agreement and all accompanying agreements and other documents submitted herewith are genuine in all respects and what they respectively purpoin to be; that to the best of Secured Parry's knowledge all statements of fact contained in the agreement are true; that the description of the property is adequate to enforce the rights created therein; that the Collateral is in satisfactory condition, and clear of any adverse interest therein; that Secured Parry's security interest is a perfected security interest; that Secured Parry has no knowledge of any facts which would impair the validity of the agreement or other accompanying agreements and documents or render them less valuable or valueless; and that he knows of no defense to the payment of the Obligations of the Debtor thereunder, or counterclains, or set-offs.

The Secured Parry hereby waives all demands and notices of default and consents that without notice to Secured Parry, the assignee may extend time to or compound or release, by operation of law or otherwise, any rights against Debtor or any other obligor under said agreement.

The Secured Parry hereby assumes to take any steps necessary to preserve any rights of the assignee or otherwise, in the foregoing agreement or any accompanying agreements or documents against prior parties, and the assignee shall not be bound to take any steps to preserve such rights.

The Secured Parry agrees that if any warranty or representation contained in this assignment should prove to be untrue or incorrect in any material respect when made, Secured Parry will upon demand of the assignee, as its election, accept a reassignment of the agreement and pay therefor the amount unpaid thereon, plus costs and expenses including reasonable attorney's fees incurred by the assignee in attempting to enforce t

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	Secured Party
	Policy in the Control of the Control
	50 Sept. 1948 -

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EXHIBIT & - LEGAL DESCRIPTION

Unit No. C4 in the 1920 Lincoln Condeminium as delineated on the Survey of the following described real estates

A tract of land (which includes portions of lots taken for the opening of Ogden Avenue by condemnation proceedings had in Case No. 42162Co and said Ogden Avenue having subsequently been vacated by Ordinance, a copy of which was recorded Hovesber 13, 1969 as Document No. 21,02,200), described as:

Part of Lots 19, 19, 18, the 10 foot alley Worth of and adjoining said Lot 15 and the 40 foot street (Lonergan Street) lying East of and adjoining Lot 15, all in Louergan's Subdivision of the South 2 acres of Block 39 in Canal Trustees' Subdivision in Section 33. Township 40 North, Range 14, East of the Third Principal Meridian, also said tract includes part of Lot 1 in the Subdivision of Lots 19, 20 and 21 in Amatrong's Subdivision of the Morth 3 acres and Lots 16 and 17 in Lonergan's Subdivision of the South 2 acres of Block 39 in Canal Trustees' Subdivision, aforesaid, all of the above being taken as one tract, bounded and described as follows: described as follows:

Commencing at the Southwest corner of Lot 22 in Lonergan's Subdivision, aforesaid; thence West along the North Live of West Wisconsin Street, and said North line thance west along the North 11.0 of West Misconsin Street, and said North line satended, a distance of 83.61 'est to a line that is 50 feet East of and parallel to the West line of North Orleans Jurge, extended North; thence North along said parallel line, a distance of 100.15 [est to its intersection with a line that is 48 feet Southeasterly of and parallel to the Northwesterly line of Ogden Avenue, as opened by Ordinance of the City Council, thence Northwesterly along said line which is 48 feet Southeast of and parallel to the Northwesterly line of Ogden Avenue, as opened, a distance of 98.83 feet to the Southwesterly line of North Lincoln Avenue, as extended; thence Southeasterly along the Southwesterly line of North Ogden Avenue, as opened; thence Southwesterly along the Southeasterly line of North Ogden Avenue, as opened; thence Southwesterly along the Southeasterly line of North Ogden Avenue, as opened; thence Southwesterly along the Southersterly line of North Ogden Avenue, as opened, to the West line of Lot 16 in Longram a Subdivision, aforesaid; thence South along the West line of Lots 18, 19, 20, 20, 22 in said Lonergam's. Subdivision to the place of beginning, in Chicago Cook County. Illinois which survey is attached as Exhibit B to the Declaration of Condominius ecorded in the Office of the Recorder of Deeds of Gook County, Illinois on December 3, 1886 as document no. 86-581215, together with its undivided interest in the commons elements as defined Junity Clark's Office and set forth in the Declaration of Condominium.

Personent Tox Numbers 14-33-401-042

Common Address: 1920 N. Lincoln Avenue Unit <u>C4</u> Chicago, Illinois 60614

UNOFFICIAL COPY

Proberty of Coot County Clerk's Office

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