

MAIL To ~~BOX 333~~ - TR
Prepared by
Theodore J. ANSANI

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JULY 15, 1988

\$17.00

ANSANI & Associates
1411 W PETERSON S. 2.
PARK RIDGE, IL 60068

SECURITY AGREEMENT

716827402 (3) 8012891L

ANNABELLE'S FISH MARKET, INC., 2375 SOUTH ARLINGTON HEIGHTS ROAD, ARLINGTON HEIGHTS, ILLINOIS, (hereinafter called "DEBTOR"), for valuable consideration, receipt whereof is hereby acknowledged, hereby grants to FIRST STATE BANK OF CHICAGO, 4646 NORTH CUMBERLAND, CHICAGO, COOK COUNTY, ILLINOIS, (hereinafter called "Secured Party") a security interest in, and mortgages to Secured Party, the following described goods and any and all additions and accessions thereto and products thereof (hereinafter called the "Collateral"):

SEE ATTACHED EXHIBIT "A" FOR COLLATERAL

to secure payment of the following obligations of Debtor to Secured Party (all hereinafter called the "Obligations"):

(I) Indebtedness of Debtor to Secured Party in the sum of TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS evidenced by Debtor's note of even date herewith in said amount payable to the order of Secured Party as therein specified, together with interest thereon as provided in said note and any renewals or extensions thereof, plus all costs of collection, legal expenses and attorney's fees incurred by Secured Party upon the occurrence of a default under this agreement, in collecting or enforcing payment of such indebtedness, or in preserving, protecting or realizing on the Collateral herein;

(II) Any note or notes executed and delivered to Secured Party by Debtor at any time before the entire indebtedness and all liabilities secured hereby shall be paid in full, evidencing a refinancing of an unpaid balance of any of the note(s) above described;

(III) Any and all liabilities of Debtor to Secured Party arising under this agreement.

Debtor hereby warrants and covenants that -

(a) The Collateral is bought or used primarily for business use and being acquired with the proceeds of the note or notes, which Secured Party may disburse directly to the seller of the Collateral;

(b) Debtor's business is operation of restaurant and lounge and its chief executive office is at above address;

(c) The Collateral will be kept at above address. Debtor will promptly notify Secured Party of any change in the location of the Collateral within said State; and Debtor will not remove the collateral from said State without the prior written consent of the Secured Party;

(d) The Collateral is or is to be affixed to real estate.

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description of the real estate concerned is:

ATTACHED HERETO AS EXHIBIT "B"

and the name of a record owner is: AMERICAN NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 62291.

Title to the above-described real estate is recorded in the Recorder's office. Debtor will on demand of Secured Party furnish the latter with a writing signed by all owners and encumbrances 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.

Further Warranties and Covenants of Debtor. Debtor hereby warrants and covenants that -

except as to the extent previously disclosed to

(a) Except for the security interest granted hereby Debtor is the owner of the Collateral free from any adverse lien, security interest or encumbrance; and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

Secured Party;

(b) No Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office. The Debtor shall immediately notify 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 financing statements and other documents in form satisfactory to Secured Party and shall do all such acts and things as Secured Party may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Obligations, subject to no adverse liens or encumbrances, and Debtor will pay the cost of filing the same or filing or recording this agreement in all public offices wherever filing or recording is deemed by Secured Party to be necessary or desirable. A carbon, photographic or other reproduction 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 insured against risks of loss or damage by fire (including so-called extended coverage), theft and such other casualties as Secured Party may reasonably require, including collision in the case of any motor vehicle, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies or underwriters as Secured Party may approve, losses

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In all cases to be payable to Secured Party and Debtor as their interests may appear. All policies of insurance shall provide for at least ten days' prior written notice of cancellation to Secured Party. Debtor shall furnish Secured Party with certificates of such insurance or other evidence satisfactory to Secured Party as to compliance with the provisions of this paragraph. Secured Party may act as attorney for Debtor in making, adjusting and settling claims under and cancelling such insurance and endorsing Debtor's name on any drafts drawn by insurers of the Collateral.

(e) Debtor will keep the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair, shall not waste or destroy the Collateral or any part thereof and shall not use the Collateral in violation of any statute, ordinance or policy or insurance thereon. Secured Party may examine and inspect the Collateral at any reasonable time or times, wherever located.

(f) Debtor will pay promptly when due all taxes and assessments upon the Collateral for its use or operation or upon this Agreement or upon any note or notes evidencing the Obligations.

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 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 thereon.

Events of Default. Debtor shall be in default under this agreement upon the occurrence of any the following events or conditions, namely: (a) default in the payment or performance of any of the Obligations of or any covenants or liabilities contained or referred to herein or in any of the Obligations; (b) any warranty, representation or statement 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) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; or (d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by, Debtor.

Remedies. ~~Upon occurrence of~~ (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted) and at any time thereafter (such default not having previously been cured), Secured Party at its option may declare all Obligations secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code of Illinois, including without limitation the

**In the event a default occurs which can be cured by the payment of money and such default continues for a period of ten (10) days after notice of such default to Debtor, or in the event a default occurs which cannot be cured by payment of money and such default continues for a period of thirty (30) days after notice of such default to Debtor,

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right to take immediate and exclusive possession of the Collateral, or any 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 breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code of Illinois); and the Secured Party shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Debtor's right of redemption in satisfaction of the Debtor's Obligations as provided in the Uniform Commercial Code of Illinois. Secured Party without removal may render the Collateral unusable and dispose of the Collateral on the Debtor's premises. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party for possession at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor at least 5 days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least 5 days before the time of the sale or disposition. Secured Party may buy at any public sale and if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorney's fees and legal expenses incurred by Secured Party, shall be applied in satisfaction of the Obligations secured hereby. The Secured Party will account to the Debtor for any surplus realized on such disposition and the Debtor shall remain liable for any deficiency. All rights and remedies under this agreement are subject to applicable bankruptcy law.

The remedies of the Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code of Illinois shall not be construed as a waiver of any of the other remedies of the Secured Party so long as any part of the Debtor's Obligation remains unsatisfied.

General. 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 hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind his heirs, executors or administrators or his or his successors or assigns. If there be more than one Debtor, their obligations hereunder shall be joint and several. This agreement shall become effective when it is signed by Debtor.

All rights of the Secured Party in, to and under this

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agreement and in and to the Collateral 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, provided that Debtor shall not waive hereby any right of action to 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, 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.

Signed in duplicate and delivered on the day and year first written.

(Secured Party's signature not required)

FIRST STATE BANK OF CHICAGO
SECURED PARTY

Annabelle's Fish Market Inc.
DEBTOR

BY:

Audrey Richmond
VP

BY:

Paul J. Stonick, Pres.

Cook County Clerk's Office

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Geo E Cole & Co Chicago LEGAL BLANKS

STATE OF ILLINOIS
UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC 1

INSTRUCTIONS:

- 1 PLEASE TYPE in 3 lines. Fill in every space. Do not leave any space blank.
- 2 Please check Party and Debtor boxes and send them to the filing office. Do not check Debtor box if the space is reserved for the filing office. Do not check Debtor box if the space is reserved for the filing office. Do not check Debtor box if the space is reserved for the filing office.
- 3 The space reserved for the filing office should be completed on additional sheets. Do not check Debtor box if the space is reserved for the filing office. Do not check Debtor box if the space is reserved for the filing office.

This STATEMENT is presented to a filing office for filing pursuant to the Uniform Commercial Code.

2025 Jan. 15, 2025

AUMBERLE'S FISH MARKET,
 INC.,
 2375 S. ARLINGTON HTS. RD.,
 ARLINGTON HTS., IL

FIRST STATE BANK OF CHICAGO
 4646 N. CAMPBELL AVE.,
 CHICAGO, IL 60646

This financing statement covers the following type of personal property:

PROPERTY NOW LOCATED AT 2375 S. ARLINGTON HTS. RD.,
 ARLINGTON HTS. IL
 (AENS, STOVES, FRIGERS, TOILETS, SINKS, DISHWASHERS,
 BUNS, REFRIGERATION, COOKING UTENSILS, TABLE CHAIRS,
 STUOLS, COUNTERS, GLASSWARE, TABLEWARE, BOTTLE, AIR
 CONDITIONING, HEATING UNITS, GAS REGISTERS, SIGNS, OFFICE EQUIPMENT AND ALL
 RESTAURANT AND TAVERN GOODS, FIXTURES & FURNITURE AND ALL GOODS, FIXTURES AND
 EQUIPMENT NOW AND/OR IN THE FUTURE OWNED ~~HEREIN~~ BY THE DEBTOR(S) IN THE
 CONDUCT OF ITS (THEIR) BUSINESS AND ALL ACCOUNTS AND FRANCHISES AND LEASED
 INTERESTS AND PROCEEDS OF FIRE AND OTHER CASUALTY INSURANCE.

ADDRESS OF SECURED PARTY

2. D Products of Collateral are also covered:

Additional sheets presented
 Filed with Office of Secretary of State at Illinois
 Debtor is a transferee solely as defined in UCC 9A-105

Filing Officer Copy Alphabetical

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC 1 - REV. 8-75

AUMBERLE'S FISH MARKET, INC.
 By _____
 Signature of (Debtor)
 (Secured Party)
 Signature of Debtor Required to Be on Credit Agreement
 Signature of Secured Party is Credit Covered by UCC 9A-102 (2)
 Signature of State

EXHIBIT A

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PARCEL 1:

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THE SOUTH 27.58 FEET, AS MEASURED ALONG THE WESTERLY LINE OF LOT 4 OF AUGUST BUSSE'S DIVISION OF PARTS OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THAT PART OF LOT 3 OF SAID AUGUST BUSSE'S DIVISION LYING NORTH OF THE FOLLOWING DESCRIBED PORTION OF SAID LOT 3:

COMMENCING AT THE SOUTH EAST CORNER OF SAID SECTION 16; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 1,083.36 FEET TO THE NORTH EAST CORNER OF LOT 1 OF SAID AUGUST BUSSE'S DIVISION, THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 500.00 FEET TO THE SOUTH EAST CORNER OF SAID LOT 3; THENCE NORTHEASTERLY ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 93.3 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE NORTHERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE FORMING AN ANGLE OF 57 DEGREES 45 MINUTES TO THE LEFT WITH THE LAST DESCRIBED LINE EXTENDED A DISTANCE OF 607.3 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF ARLINGTON HEIGHTS ROAD; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE FORMING AN ANGLE OF 65 DEGREES, 25 MINUTES, AND 40 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE EXTENDED A DISTANCE OF 506.9 FEET TO A POINT; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT WITH THE LAST DESCRIBED LINE EXTENDED A DISTANCE OF 312.0 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 26 DEGREES 41 MINUTES 30 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE EXTENDED A DISTANCE OF 165.5 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 691.1 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANTS OF EASEMENT MADE BY WHEELING TRUST AND SAVINGS BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 4, 1974 AND KNOWN AS TRUST NUMBER 74-339 AND FIRST ARLINGTON NATIONAL BANK OF ARLINGTON HEIGHTS, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 15, 1973 AND KNOWN AS TRUST NUMBER A-375 TO LOIS E. ELEM INDIVIDUALLY AND AS EXECUTOR UNDER THE LAST WILL AND TESTAMENT OF CARL G. ELEM, RECORDED DECEMBER 22, 1982 AS DOCUMENT NUMBERS 26446336 AND 26446337, RESPECTIVELY, FOR INGRESS AND EGRESS OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 4 IN AUGUST BUSSE'S DIVISION OF PARTS OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 4 WITH THE WESTERLY LINE OF THE EASTERLY 24 FEET, AS MEASURED PERPENDICULAR TO THE EASTERLY LINE OF SAID LOT 4; THENCE SOUTHERLY ALONG THE SAID WESTERLY LINE, A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY A DISTANCE OF 58.41 FEET TO A POINT ON THE SAID NORTHERLY LINE OF SAID LOT 4; THENCE EASTERLY ALONG THE SAID NORTHERLY LINE OF LOT 4, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; ALSO THE EASTERLY 24 FEET OF SAID LOT 4, AS MEASURED PERPENDICULAR TO THE EASTERLY LINE OF SAID LOT (EXCEPT THE PART OF SAID EASTERLY 24 FEET FALLING IN THE SOUTH 27.58 FEET OF SAID LOT 4, AS MEASURED ALONG THE WESTERLY LINE OF SAID LOT 4), IN COOK COUNTY, ILLINOIS.

FIN 113 - 08-16-401-019 & 08-16-401-023

1375 S. ARLINGTON HTS RD + ARLINGTON HTS 71

EXHIBIT B

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