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6-11-93 (Date)

Carmel B. ... (Name) ... (No. and Street) ... (City) ... (County) ... (State)

(hereinafter called "Debtor"), for valuable consideration, receipt whereof is hereby acknowledged, hereby grants to LA CUCINA DI ANGELINA, INC. 5821 West 87th Street, Oak Lawn, 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 EXHIBIT "A" ATTACHED HERETO.

including property, goods, and chattels of the same classes as those listed on Exhibit "A" acquired by the debtor subsequent to the execution of this agreement and prior to its termination, proceeds of the collateral, and all increases, substitutions, replacements, additions and accessions to the collateral.

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COOK COUNTY RECORDER

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 NINETY FIVE THOUSAND Dollars (\$ 95,000 ) evidenced by Debtor's promissory note(s) 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 promissory note(s) and any renewals or extensions thereof, plus all costs of collection, legal expenses and attorneys' 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 [ ] Personal, family or household purposes [ ] Farming operations use [X] Business use and if checked here [ ], is being acquired with the proceeds of the note or notes, which Secured Party may disburse directly to the seller of the Collateral;

(b) If the Collateral is bought or used primarily for personal, family or household purposes, or for farming operations use by an individual, Debtor is a resident of said State at the address shown at the beginning of this agreement;

(c) If the Collateral is bought or used primarily for business use or farming operations use by organization, Debtor's business is restaurant business

and its chief executive office (or place of business if it has only one) is in (outside) said State at 5821 W. 87th Street - Oak Lawn, Illinois

or if left blank, is located at the address shown at the beginning of this agreement;

(d) The Collateral will be kept at 5821 W. 87th Street - Oak Lawn, IL 60451

or if left blank, at the address of the Debtor shown at the beginning of this agreement; the collateral may be removed from this location only with the written consent of the secured party.

(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):

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 above written. (Secured Party's signature not required)

By [Signature] (Secured Party)

By [Signature] (Debtor)

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Secured Party

By

and the valid obligation of the Debtor... The Secured Party hereby waives all demands and notices of default and consents that without notice to Secured Party, the assignee may extend time to or defend to the payment of the Obligations of the Debtor...

and that the indebtedness shown due in the agreement is correct and remains unpaid to the extent of... The Secured Party hereby warrants that the foregoing agreement represents a valid security agreement as provided under the laws of the State of Illinois...

ASSIGNMENT

prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement... 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...

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 any assignee 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...

All rights of the Secured Party in, to and under this agreement and in and to the Collateral shall pass to and may be exercised by any assignee thereof... The remedies of the Secured Party hereunder shall inure to the benefit of its successors and assigns, and all other remedies of the Debtor shall bind his heirs, executors or administrators...

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...

Proceeds realized upon any such disposition, after deduction for the expenses of re-taking, 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 net proceeds of this agreement shall be applied in satisfaction of the Obligations secured hereby...

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, he may buy at private sale... Secured Party shall retain the right to take immediate and exclusive possession of the Collateral...

Upon such default (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... Secured Party shall retain the right to take immediate and exclusive possession of the Collateral...

Events of Default: (a) default in the payment or 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 statement made or furnished to Secured Party by or on behalf of Debtor proving to have been false in any material respect when...

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...

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... Secured Party 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...

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ADDITIONAL PROVISIONS

Further Warranties and Covenants of Debtor: Debtor hereby warrants and covenants that... Secured Party 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...

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## EXHIBIT "A"

### LIST OF BUSINESS EQUIPMENT AND ASSETS LOCATED AT 5821 WEST 87TH STREET OAK LAWN, ILLINOIS 60453

- 2 silk plants
- 1 bench
- 2 commercial garbage cans
- 2 hand dryers
- 2 oak mirrors
- 1 oak table
- 1 Al Capone Picture
- 1 brass cart
- 1 bar sink with 2 liquor wells
- 1 Gaggia espresso machine
- 1 fruit tray for bar
- 1 R. C. gun for coke, etc.
- 1 cooler with 3 doors
- 1 C. C. R. EMIC 132 Cash Register
- 8 tanks filled with pop
- 1 gas tank
- 1 wine stand/holder
- 6 ice bins for wine
- 2 stands with large silk plants
- 15 Margarita glasses
- 10 Champagne glasses
- 6 bar seat stools
- 18 tables

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Property of Cook County Clerk's Office

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- 56 chairs
- 1 Texas Instrument calculator
- 22 custom hand-made oak and peach stars
- 2 antique pictures of cars
- 2 antique picture bar mirrors
- 2 large silk flowers on stand
- 1 hostess station
- custom made drapes and blinds - all windows
- 2 small cocktail tables
- 18 custom star-shaped crystal chandelier light fixtures
- 1 D. M. S. alarm system
- 3 smoke eaters
- 12 exterior spot light fixtures
- 1 set of music notes on wall
- 1 coat rack
- 3 long sink plugs
- 3 exit signs
- 2 emergency lights
- 1 custom made neon sign
- 1 awning
- 2 neon (Lite Beer) signs
- 1 open/close sign with letters
- 1 Superior coffee machine
- 1 restaurant sign connected to real estate office sign
- 2 wood signs connected to real estate office building
- 1 menu holder

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- 14 restaurant reserved table top signs
- 2 reserved holder
- 1 Water Fountain ~ 4 pc.
- 2 Art-Deco (Lady) statues
- 1 desk
- 2 extra large bar ashtrays
- 1 4-pc Back Bar (lacquer and stainless steel)
- 1 hand sink
- 1 hood exhaust w/ Ansil System
- 1 3-pc sink
- 2 large garbage cans
- 2 commercial sauce pans
- pots, pans, trays and utensils
- glass brush cleaner
- 1 ice holder with gun by bar
- 1 Hoover Cleaner with bags
- 1 ice machine with tray
- 2 fire extinguishers
- 1 booster chair
- 1 highchair
- soap cleaner
- 15 ashtrays
- glass for storm door
- outside light for awning
- tea holders/creamers
- 2 water holder pitchers

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- 5 floor mats, rubber and cloth
- 3 large trays, (carrying trays)
- 2 tray stands
- 2 napkin holders
- 30 white designer linen table cloths
- wicker toilet paper holder and 1/2 case toilet paper
- 8 miscellaneous restaurant signs, (pull, push, not responsible for ., etc.)
- electric chaser lights around canopy - commercial lights
- 4 Rubbermaid cocktail bar trays
- 2 10-button ITT telephones
- 1 silk plant
- 2 stainless steel tables
- 1 extra lacquered shelving unit for bar
- 1 box of 3-part split checks
- 20 boxes Christmas lights, Italian musical
- 1 small garbage can by bar
- 2 tray holders
- 6 dish holders for dishwasher
- 2 stainless steel shelves, floor to ceiling
- 8 coffee pots
- 24 dessert glasses
- 6 boxes moist towelettes
- 3 stainless steel work tables
- 12 large full carafes
- 12 small half carafes

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- 1 stainless steel steam table with soup holder and covers  
and close tops
- 4 100-ft. strings of outdoor flags
- 1 commercial can opener attached to steel table
- 1 walk-in cooler w/ shelves
- 1 freezer
- 1 steel ladder
- 1 Vulcan stove with 8 burners
- 1 Vulcan grill
- 1 Vulcan broiler
- 2 fire extinguishers
- mops, brooms, shovel mop bucket

Property of Cook County Clerk's Office

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