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SECURITY AGREEMENT

AGREEMENT made and entered into June 30, 1993, by and between FULLER'S CAR WASH OF PALOS, INC., an Illinois corporation, (referred to hereafter as "Borrower"), and Edgewood Bank, an Illinois banking corporation ("Lender").

Continuing Security Interest

1. Borrower hereby assigns to Lender, and grants to Lender a continuing security interest in all of Borrower's collateral as more particularly described on the attached Exhibit A (which Exhibit A may be modified after the date of this Agreement by attachments to the filing of Uniform Commercial Code Financing Statements bearing the signatures of both Borrower and Lender), and the proceeds thereof, as such terms are defined in the Illinois Uniform Commercial Code, all of which are hereinafter referred to as "Collateral", "Equipment" or "Accounts", to secure the payment and performance by Borrower in favor of Lender of any and all of the Borrower's obligations of every type and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including any duty to act or to refrain from acting, all of which are hereinafter called the "Obligations".

Loans

2. Upon the written request of Borrower or any of them, Lender in its discretion may, from time to time, subject to the terms, provisions and conditions of this Agreement, make loans to Borrower secured by Collateral. Each loan shall be evidenced by a Collateral Note (the "Note"), in form satisfactory to Lender, at a fluctuating rate (the "Interest Calculation Rate") as set forth in each Note.

Description of Collateral and Assignment of Accounts

3. (a) Equipment List. At or prior to the making of each loan, Borrower shall, if requested by Lender, deliver to Lender, in form satisfactory to Lender, a specific list (together with bill or bills of sale bearing appropriate serial numbers) of the Equipment of Borrower. Each such list shall identify in manner satisfactory to Lender the Equipment being subjected to this Security Agreement, and shall contain such useful information and be accompanied by such documents or copies thereof as Lender may require. The delivery of such lists and other documents or copies thereof shall in each instance constitute a representation and warranty to Lender, with respect to the Equipment to which they relate, as to the matters set forth in paragraph 7 hereafter.

(b) Assignment of Accounts. At or prior to the making of each loan, Borrower shall, if requested by Lender, execute and deliver to Lender, in form satisfactory to Lender, a specific assignment or assignments of Accounts of Borrower. Each such assignment shall identify in manner satisfactory to Lender the Account debtors and the amounts of the respective Accounts being thereby assigned, and shall contain such useful information and be accompanied by such documents or copies thereof as Lender may require. The execution and delivery of such assignments and other documents or copies thereof shall in each instance constitute a representation and warranty to Lender, with respect to the Accounts thereby assigned, as to the matters set forth in paragraph 6 hereafter. Failure to execute and deliver such assignment shall not affect Lender's security interest in any Accounts.

Statements, Schedules, Records and Notices

4. (a) Borrower authorizes Lender at Borrower's expense to execute and file such financing statement or statements and continuation statements on its behalf as Lender deems necessary or desirable to protect Lender's security interest in the Collateral, and Borrower agrees to do such other acts and deliver or cause to be delivered such other documents as Lender may deem necessary to establish, maintain and protect such security interest.

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(b) Lender shall have the right at any reasonable time to inspect, audit, check and make copies of extracts from Borrower's books, records and all other data related to Borrower's business activities or to any other transaction between the parties hereto. Borrower agrees to deliver to Lender from time to time as requested by Lender, financial statements prepared and certified by an independent certified public accountant acceptable to Lender, unless and to the extent that Lender in writing waives such requirements.

(c) Borrower shall deliver to Lender, as Lender may request (but no less often than annually), a list of Borrower's most current 90 day accounts receivable in which Lender has a security interest, identified in a manner acceptable to Lender, and listed, to the extent possible, in chronological order by date created.

Ownership of Collateral & Collection of Accounts

5. (a) Borrower is, or is to become, the owner of the Collateral, and has, or will have when the Collateral is acquired, the right to convey a security interest in it to the Lender. The Collateral is, or will be when acquired, free and clear of all liens, claims, charges, encumbrances, taxes and assessments.

(b) Borrower shall collect and enforce all Accounts as Lender's agent. Lender shall have the right at any time to notify the Account debtors on any or all of Borrower's Accounts to make payment of such Accounts directly to Lender. Lender shall also have the right in its own name or in the name of Borrower to sue or make any compromise or settlement with respect to any Account upon such terms as Lender may determine. The costs of collection and enforcement of the Accounts, including reasonable attorney's fees and out of pocket expenses, shall be borne solely by Borrower whether the same are incurred by Lender or Borrower.

Borrower's Representations, Warranties and Covenants

6. To induce Lender to enter into this Agreement and advance funds as provided for herein, Borrower hereby makes the following representations, warranties and covenants:

(a) Each of the Accounts arises from bonafide services or sale rendered by Borrower, and the services or sales have been performed for such Account debtors.

(b) All of the Collateral is owned by Borrower, and Borrower has the right to subject all of the Collateral to the security interest of Lender.

(c) None of the Collateral is subject to any assignment, claim, lien, set-off, counterclaim, discount, encumbrance or security interest of any character except the security interest of Lender.

(d) None of the Collateral will be sold, assigned, transferred or in any way encumbered except as provided hereunder, and Borrower will defend same against any person claiming an interest in such Collateral adverse to the interest of Lender.

(e) Borrower is duly authorized to execute and deliver this Agreement and the notes and instruments provided for herein; none of the provisions of this Agreement contravenes or is in conflict with any provision of any existing indenture or agreement of Borrower; and Borrower has taken and will take all necessary action to authorize the performance of its Obligations hereunder.

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Title

7. This Agreement is not intended to affect the title to the Collateral which is, or will become, vested in the Borrower.

Obligations of the Borrower

8. Borrower agrees to perform the following specific duties in addition to any which may be prescribed in the Uniform Commercial Code not stated herein:

(a) Payment and Performance. Borrower shall pay all money obligations and perform all of the obligations according to the provisions of this Agreement.

(b) Further Assurances. Borrower warrants the title to the Collateral and shall defend it against all persons. Upon demand the Borrower shall (1) furnish further assurances of title, (2) furnish further security for the obligations secured by this Agreement by executing appropriate Uniform Commercial Code Financing Statements, and (3) execute in connection with the Collateral any other written instruments or documents, or endorse such instruments and documents or do any other acts necessary to make effective the purposes and provisions of this Agreement in connection with the Collateral.

(c) Possession and Removal. Borrower may remain in possession of the Collateral until default under this Agreement. The Collateral may be removed from its present (or intended) location at 11730 Southwest Highway, Palos Heights, Illinois, only with the written consent of Lender.

(d) Sale and Exchange. Borrower may not sell or exchange the Collateral without the written consent of Lender, and whether or not such consent has been obtained, the proceeds of such sale or exchange at the option of Lender shall be: (1) applied on the obligations secured by this Agreement, or (2) subject to the lien of this Agreement.

(c) Further Acts to Be Performed by Borrower.

(1) Proper Care of Collateral. Borrower shall use reasonable care of the Collateral in its custody toward its preservation. Lender may, upon prior notice to Borrower, enter upon the premises where the Collateral is located and examine it as to its condition.

(2) Insurance. Borrower shall keep the Collateral insured for the benefit of Lender against loss by fire and other casualty or risks in such form and amount as may be required by Lender. The policies shall be deposited with Lender upon the request of Lender.

(3) Encumbrances and Taxes. Borrower shall keep the Collateral free from encumbrances and liens, including those for taxes.

(f) Effect of Payments by Lender Upon Default of Borrower. While reserving all remedies afforded by the Uniform Commercial Code upon default of the Borrower under the Agreement, it is understood and agreed that the reasonable expenses (including the cost of any insurance and payment of taxes or other charges) may be paid by Lender in the event of failure by Borrower to do so, and in the event that the Lender shall have paid any charges in respect to the custody, preservation, use or operation of the Collateral in its possession, all payments thus made by Lender shall be deemed to have been advanced to the Borrower by the Lender, shall bear interest at the highest rate provided by the above described Note, and shall be secured by this Agreement.

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When Obligations of Borrower May Become Due at Option of Lender

9. At the option of Lender, the obligations secured by this Agreement shall become immediately due and payable upon the happening of one or more of the following events:

(a) Default in Obligation. If the Borrower shall fail to perform any of the obligations secured by this Agreement.

(b) Default With Respect to Security Agreement. If the Borrower shall fail to perform any covenant, condition or provision of this Agreement, or under any of the underlying instruments which relate to that certain Collateral Assignment of Beneficial Interest dated November 6, 1984 between (i) Edgewood Bank, not individually but as trustee under its Trust No. 192 dated November 11, 1983, and (ii) Lender.

(c) Miscellaneous. Without in any way limiting the generality of the foregoing:

(1) If the Borrower shall fail to comply with any statute, requirement, rule, regulation, order or decree of any federal, state, municipal or other governmental authority relating to the Collateral.

(2) If the Collateral be levied upon by virtue of an execution issued upon any judgment or any other process.

(3) If the Borrower is, or becomes, insolvent according to the meaning of "insolvent" under the Bankruptcy Code.

(4) If a petition or arrangement in bankruptcy be filed by or against the Borrower.

(5) If a general assignment for the benefit of creditors be made by the Borrower, or if a trust mortgage be executed in favor of creditors by the Borrower.

(6) If an application for receivership of any nature be filed, or a receiver of the Borrower's property be appointed in any action or proceeding.

(7) If the Borrower shall be voluntarily or involuntarily dissolved.

Remedies Upon Default

10. (a) General. In the event of a default under this Agreement the Borrower and Lender shall have the rights and remedies provided in Article 9 of the Uniform Commercial Code and, in addition, those provided in this Agreement.

(b) Duty of Borrower to Assemble Collateral. In the event of default the Borrower shall, upon request of Lender assemble the Collateral and make it available to the Lender at the place designated by the Lender, which shall be reasonable convenient to both parties.

Covenant to Pay Deficiency

11. Upon default if the sale or other disposition of the Collateral fails to satisfy the obligations secured by this Agreement and the reasonable expenses of retaking, holding, preparing for sale, selling and the like, including reasonable attorneys' fees and legal expenses incurred by the Lender in connection with this Agreement or the obligations it secured, the Borrower shall be liable for any deficiency.

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Waivers and Remedies

12. (a) Borrower consents, with respect to Collateral covered by this Agreement, to all extensions or postponements of time or payment thereof or any other indulgences in connection therewith, to the acceptance of partial payments thereon and to the settlement, compromise and adjustment thereof all in such manner and at such time or times as Lender shall deem advisable. Lender shall not be deemed to have waived any of its rights in any Collateral unless such waiver be specific and in writing and no delay or omission by Lender in exercising any rights shall operate as a waiver thereof, or of any other right.

(b) Lender shall have in addition to all other rights and remedies the rights and remedies of a secured party under the Uniform Commercial Code of the State of Illinois. All rights, powers and remedies hereunder or in any other instrument between the parties hereto are cumulative and none is exclusive.

Notice

13. (a) Each notice, request, demand, approval or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally at the address last designated hereunder for the intended party during normal business hours at such address, or when sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(i) If to Lender as follows:

EDGEWOOD BANK
Attn: Taylor H. Jaeger, Vice President
1021 West 55th Street
Countryside, Illinois 60525

(ii) If to Borrower as follows:

Fuller's Car Wash of Palos, Inc.
11730 Southwest Highway
Palos Heights, Illinois 60463

Alternately, in either of the foregoing cases notice shall be given to such other addressee or address, or both, as the particular party may from time to time designate by written notice to the other party aforesaid, provided, however, that the designation of an addressee or address, or both, by notice hereunder shall not be effective until the third day after notice thereof is given.

(b) Each said notice, request, demand, approval or other communication which is sent by mail in accordance with this paragraph shall be deemed given as of the date of deposit thereof for mailing in a duly constituted United States Post Office or branch thereof.

General Stipulations

14. The Borrower and the Lender further agree:

(a) Condition of Discharge of Parties to This Agreement. No party to this Agreement shall be discharged by any extension of time, additional advances and notes, renewals and extensions of any note, the taking of further security, releasing security, extinguishment of the security interest as to all or any part of the Collateral, or any other act except a release or discharge of the secured interest upon the full payment of the obligations secured by this Agreement including charges, expenses, fees, costs and interest.

(b) No Waiver or Estoppel. Any failure by the Lender to exercise any right set forth in this Agreement shall not constitute a waiver thereof. Nothing in this Agreement or in the obligations secured by it shall preclude

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BANK: Edgewood Bank, an Illinois Banking Corporation

ATTEST:

By: *William H. Taylor*
(Trust Officer) (Vice President)

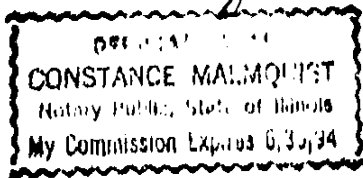
John A. Rude
(Assistant) Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that TAYLOR H. TAYLOR and JOHN A. RUDE, personally known to me to be the persons whose names are respectively, as Vice President and Assistant Secretary of EDGEWOOD BANK, an Illinois Banking Corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said BANK, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said BANK, caused the corporate seal of said BANK to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said BANK for the uses and purposes therein set forth.

Given under my hand and Notarial Seal June 30, 1993.

Constance Malmquist
Notary Public



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EXHIBIT A

Collateral Description:

All of the property now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest including, without limitation:

- (a) All present and future accounts, accounts receivable, contract rights, chattel paper, instruments, notes, bills, acceptances, general intangibles and other forms of obligations relating to accounts, together with any property evidencing or relating to accounts, including without limitation all books, records, invoices, magnetic tapes, processing software, processing contracts (such as contracts for computer time and services) together with proceeds of any of the foregoing, including returned or reclaimed inventory ("Accounts").
- (b) All inventory, of every nature, kind and description wherever located, whether presently owned or hereafter acquired, including without limitation raw materials, goods, work in process and finished goods and All goods returned or reclaimed from customers, together with general intangibles, and all proceeds of any of the foregoing ("Inventory").
- (c) All equipment, whether presently owned or hereafter acquired and whether or not affixed to realty, including without limitation, all motor vehicles, trucks, trailers, handling and delivery equipment, cranes, hoisting equipment, fixtures, office machines and furniture, together with all proceeds, accessions, replacements and rights of the undersigned under any manufacturer's warranties relating to the foregoing ("Equipment").
- (d) All chattel paper, as that term is defined in the Uniform Commercial Code, whether presently owned or hereafter acquired, together with all proceeds ("Chattel Paper").
- (e) All general intangibles whether presently owned or hereafter acquired, including without limitation, all choses in action, causes in action, designs, plans, goodwill, tax refunds, licenses, franchises, trademarks, trade names, service marks, copyrights and patents, and all rights under license agreements for use of the same, together with all proceeds of any of the foregoing ("General Intangibles").
- (f) All machinery, apparatus, equipment and fixtures now or hereafter attached to, or used or procured for use in connection with the operation and/or maintenance of any building, structure, or other improvement, including, but without limiting the generality of the foregoing, all refrigerators, shades, awning, venetian blinds, screens, screen doors, storm doors, and windows, stoves and apparatus, equipment or articles used to supply sprinkler protection and waste removal, laundry equipment, furniture, furnishings, appliances, office equipment, elevators, escalators, tanks, dynamos, motors, generators, switchboards, communications equipment, electrical equipment, television and radio systems, heating, plumbing, lifting, and ventilating apparatus, air-cooling and air conditioning apparatus, gas and electric fixtures, fittings and machinery and all other equipment of every kind and description, and all renewals and replacements thereof and articles in substitution therefore used or procured for use in the operation of any and all such buildings, structures or other improvements in any manner placed upon the real property described in a certain Mortgage, which property is further described in Exhibit 1, attached hereto and made a part thereof. The furnishings, appliances, trade fixtures and other personal property owned by any tenant and with the right of removal by the tenant at the expiration of its lease.

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- (g) All leases and contracts already in existence and those to be created in the future, together with all rents to become due under existing or future leases.
- (h) All awards, payment or proceeds of insurance and/or condemnation, including interest thereon, and the right to receive the same which may be made with respect to the herein described real estate or improvements thereon.
- (i) All building and construction material and supplies on or to be brought upon the premises, used or to be used, in the construction of the improvements upon the premises.
- (j) All instruments, as that term is defined in the Uniform Commercial Code, whether presently owned or hereafter acquired, together with all proceeds ("Instruments").
- (k) All documents, as that term is defined in the Uniform Commercial Code, whether presently owned or hereafter acquired, together with all proceeds ("Documents").
- (l) All letters patent of the United States and all reissues and extensions thereof, including, without limitation, any thereof referred to in Schedule II hereto, and (b) all applications for letters patent of the United States and all divisions, continuations, and continuations-in-part thereof or any other country ("Patents").
- (m) All agreements, whether written or oral, providing for the grant by the Grantor of any right to manufacture, use or sell any invention covered by a Patent ("Patent License").
- (n) All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recording thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office of agency of the United States, any State thereof or any other country or any political subdivision thereof ("Trademarks").
- (o) All agreements, written or oral, providing for the grant by the Grantor of any right to use any Trademark, ("Trademark License").
- (p) All deposit accounts of the Borrower.
- (q) All assets including securities held in any investment security account and including any interest in bonds, stock or other investment held in such accounts.
- (r) All claims of the Borrower against third parties for loss of or damage to any one or more of the above items including, without limitation, all insurance proceeds, indemnity, warranty or guaranty payable by reason of the loss or damage to or otherwise with respect to any of the foregoing together with any proceeds of condemnation or other seizure.
- (s) All files correspondence, computer programs, tapes, discs and related data Processing software owned by the Borrower or in which the Borrower has an interest.
- (t) To the extent not otherwise included, all accessions, additions, replacements, substitutions, proceeds and products of any and all of the foregoing.

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EXHIBIT B

Legal Description of the Real Estate

PARCEL 1:

LOT 1 AND 2 OF HANSEN'S RESUBDIVISION OF LOT 1 IN EINODER'S SOUTHWEST HIGHWAY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT NUMBER 24,639,676 AND CORRECTED BY DOCUMENT NUMBER 24,694,676, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY AS SET FORTH IN GRANT OF EASEMENTS RECORDED JANUARY 3, 1984 AS DOCUMENT 26,915,649 OVER AND ALONG THE EASTERLY 390.52 FEET OF THE STRIP OF LAND MARKED "PRIVATE ROAD" AS SHOWN ON PLAT OF HANSEN'S RESUBDIVISION OF LOT 1 IN EINODER'S SOUTHWEST HIGHWAY SUBDIVISION RECORDED AS DOCUMENT 25,852,129 AND AS SHOWN ON PLAT OF EINODER'S SOUTHWEST HIGHWAY SUBDIVISION, RECORDED SEPTEMBER 22, 1978 AS DOCUMENT 24,639,676, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 11730 SOUTHWEST HIGHWAY, PALOS HEIGHTS, ILLINOIS 60463

P.I.N.: 23-24-300-110 (AFFECTS LOT 1)
23-24-300-111 (AFFECTS LOT 2)