

# UNOFFICIAL COPY

SECURITY AGREEMENT (Chattel Mortgage) (Illinois)

93276199

BOX 260

Pradit Kopsombut,  
Pradit Kopsombut and  
Prapasri Myint

March 8, 1993  
(Date)

2013 Belmont Blvd., Nashville, TN, 37212

(hereinafter called "Debtor"), for valuable consideration, receipt whereof is hereby acknowledged, hereby grants to The Siam Commercial Bank, Ltd., 181 West Madison Street, Suite 3500, Chicago, 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 and made a part hereof.

DEPT. OF RECORDINGS \$77.00  
189774 FROM 7104 09/18/93 11 07:06  
83630 9 16 235-2276 177  
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 One Hundred Thousand and no/100 Dollars (\$ 100,000.00 ) 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, including 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  Business use and if checked here [x], 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 ~~Illinois~~ State at 2001-03 and 2005 West Addison, Chicago, IL.

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

(d) The Collateral will be kept at 2001-03 & 2005 West Addison St., Chicago, IL.

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

(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 "B" attached hereto and made a part hereof.

2702

and the name of a record owner is: Chicago Title and Trust Company, Trustee 0/1/0 2/12/93

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)

The Siam Commercial Bank, Ltd.  
(Secured Party)

Pradit Kopsombut Prapasri Myint  
Pradit Kopsombut Prapasri Myint

By P. Sawant  
PASUN EDWANGHINDA VP/CH.

Pradit Kopsombut (Debtor)

A.T.G.F. 10550

PROPERTY OF COOK COUNTY CLERK'S OFFICE

3354109



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EXHIBIT "A" attached to and made a part of  
Security Agreement between

Pradit Kopsombut, Pradit-Kopsombut, and Myint Prapawit as beneficiaries of Chicago Title and Trust Company, trustee under trust agreement dated February 12, 1993 and known as trust number 1098779 (Debtors) and The Siam Commercial Bank, Ltd., (Secured Party)

When used herein, Real Estate means the real property legally described on Exhibit B attached hereto. Debtor grants a security interest to Secured Party in the following described property.

(i) Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now owned or hereafter located or erected on the Real Estate, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate, including (without limitation) all motors, boilers, engines, and devices for the operations of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements").

(ii) Personal Property. All building materials, goods, construction materials, appliances (including stoves, refrigerators, water fountains and coolers, fans, heaters, incinerators, compactors, dishwashers, clothes washers and dryers, water heaters, and similar equipment), supplies, blinds, window shades, carpeting, floor coverings, elevators, office equipment, growing plants, fire sprinklers and alarms, control devices, equipment (including motor vehicles and all window cleaning, building cleaning, recreational, monitoring, garbage, air conditioning, pest control and other equipment), tools, furnishings, furniture, light fixtures, non-structural additions to the Real Estate, and all other tangible property of any kind of character now or hereafter owned by the Debtor and used or useful in connection with the Real Estate, any construction undertaken on the Real Estate or any trade, business or other activity (whether or not engaged in for profit) for which the Real Estate is used, the maintenance of the Real Estate or the convenience of any guests, licensees or invitees of the Debtor all regardless of whether located on the Real Estate or located elsewhere for purposes of fabrication, storage or otherwise (all of the foregoing is herein referred to collectively as the "Goods").

(iii) Intangibles. All goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Debtor relating to the Real Estate or the Improvements, and all accounts, contract rights, instruments, chattel paper and other rights of the Debtor for payment of money for property sold or rent, for services rendered, for money lent, or for advances or deposits made, and any other intangible property of the Debtor related to the Real Estate or the Improvements (all of the foregoing is herein referred to collectively as the "Intangibles").

(iv) Collateral Assignment of Beneficial Interest in Chicago Title & Trust, trustee under trust agreement dtd. 2/12/93 and known as trust no. 1098779 and all proceeds of any of the foregoing.

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## EXHIBIT "B"

Lots One, Two and Three in Block Two in Subdivision of Block Twenty Nine in Subdivision of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian (except the SouthWest Quarter of the NorthEast Quarter of the NorthWest Quarter and the East Half of the SouthEast Quarter), in Cook County, Illinois.

P.I.N. 14-19-302-009 (Lots 1 and 2)

P.I.N. 14-19-302-008 (Lot 3)

2001-03-05 West Addison, Chicago, Illinois

Property of Cook County Clerk's Office

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