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SECURITY AGREEMENT

LITE HOUSE NO. 2, LTD.

(Name of Debtor)

2400 WEST CHICAGO AVENUE

CHICAGO

COOK

ILLINOIS

(Address)

(City)

(County)

(State) 60622

(herein called "DEBTOR"), hereby conveys and grants to National Bank of Greece, S.A., Chicago Branch

and a right of set off against

(herein called "Secured Party") a continuing security interest in the Collateral herein described, and in the proceeds and products of said Collateral, to secure payment and performance of the following indebtedness and obligations of Debtor to Secured Party:

(a) Debtor's promissory note of even date herewith, in the principal amount of SIXTY THOUSAND AND

00/100 --- \$ 60,000.00 Dollars.

payable to the order of Secured Party as therein described; and,

(b) Any and all promissory notes hereafter executed by Debtor to Secured Party evidencing future advances and loans made by Secured Party to or for the account of Debtor; and,

(c) Any and all promissory notes hereafter executed by Debtor to Secured Party evidencing extensions, renewals or re-financing of the foregoing notes; and,

(d) Any and all other obligations and indebtedness of Debtor to Secured Party now existing or hereafter arising, including, but not limited to, advances for insurance premiums, repairs to and maintenance of the Collateral, payment of taxes levied against Debtor or the Collateral, and advances to pay or discharge any other lien, security interest or encumbrance upon the Collateral; and,

(e) All costs and expenses incurred by Secured Party in the collection of any obligation or indebtedness of Debtor to Secured Party, including reasonable attorneys' fees, court costs and legal expenses.

2. The Collateral covered by this Security Agreement is the following described goods and property:

All wares, merchandise, store fixtures, personal property and goods owned by Debtor or hereafter acquired, located or found in, or about the premises used by Debtor in the operation of a restaurant located at 2400 West Chicago Avenue, Chicago, Illinois, including the leasehold interest for said premises.

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claims, tax refunds, letter of credit documents, documents of title.

and in addition therein, the goods and property described in the schedule hereto attached, marked "Exhibit A" and made a part hereof, together with all other goods, machinery, equipment, tools and dies, accounts receivable, general intangibles, fixtures, leases, deposits, customer's lists, routes, patents and patent applications, trade marks and trade names, franchises, licenses, insurance policies, return insurance premiums, inventory, raw materials, work in process, finished goods, products of goods, returned and repaired goods, documents, instruments and chattel paper now owned or hereafter acquired by Debtor, by way of addition, accession, or replacement; and the proceeds of any sale, exchange, collection or other disposition of all inventory, raw materials, work in process, finished goods, returned and repaired goods, accounts receivable, contracts, rights and chattel paper therein collectively called the "Collateral", and all proceeds and products of the collateral of every kind and description.

3. Until default hereunder, Debtor shall be entitled to possession of the Collateral. The Collateral shall be kept at 2400 West

Chicago Avenue

Chicago

Cook

Illinois

(Address)

(City)

(County)

(State)

60622

and the following additional addresses, (if any):

N/A

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4. Debtor covenants, warrants and agrees with Secured Party as follows:

(a) Debtor is the sole owner of the Collateral free from any lien, security interest, encumbrance or claim and will defend the Collateral against the claims and demands of all persons; and,

(b) Debtor shall not sell, lease or encumber the Collateral, grant any subsequent security interest therein, nor part with possession thereof unless Secured Party consents in advance to writing thereto; and,

(c) Debtor shall not remove or permit the Collateral to be removed from the location or locations specified herein without the written consent of Secured Party; and,

(d) Debtor shall not use or permit the Collateral to be used in violation of any law, ordinance, or policy of insurance covering said collateral; and,

(e) Debtor shall maintain the Collateral in good condition and repair and shall pay all taxes levied on the Collateral and on Debtor or Debtor's business; and,

(f) Debtor will join with Secured Party in executing a Financing Statement or Financing Statements pursuant to the Uniform Commercial Code and pay the fees for filing the same in all public offices where filing may be deemed necessary by Secured Party; and,

(g) Debtor is authorized to sell inventory to buyers in the ordinary course of business but no such sale shall be made to a buyer in bulk or as security for a money debt. Debtor shall account to Secured Party for the proceeds of any such authorized sale of inventory and shall immediately deliver the proceeds, including chattel paper, to Secured Party, in the identical form received. Nothing herein contained shall be construed to authorize the sale or disposition of Collateral other than inventory; and,

The covenants, conditions and provisions on the reverse side hereof are a part of this Security Agreement, which consists of two pages, and are incorporated herein by reference.

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(h) Debtor shall procure and maintain insurance on the Collateral for the full term of this security agreement against the risks of theft and such other risks as Secured Party may require (including the risk of collision in case the Collateral is a motor vehicle) in any amount as are satisfactory to Secured Party; and Debtor shall deliver to Secured Party within ten (10) days from date, a fully paid policy of insurance containing Lenders Loss Payable Clause, Form No. 107 or equivalent, in favor of Secured Party providing for ten (10) days' prior written notice of cancellation. If Debtor shall fail, for any reason, to insure the Collateral at the time and in the manner hereinabove provided, or if Debtor's insurance shall be cancelled, Secured Party, at its option, may procure such insurance as shall be deemed necessary by Secured Party, pay the premiums therefor and add the cost thereof to the indebtedness secured hereby; or Secured Party may, at its option, declare all obligations secured hereby to be immediately due and payable. Debtor hereby assigns to Secured Party any unearned or return premiums. Secured Party is hereby appointed Debtor's attorney-in-fact to endorse any check or draft payable to Debtor in order to collect such unearned premium or any benefit of such insurance. Any sums received by Secured Party in payment of losses under said policies of insurance may, at the option of Secured Party, be applied to the payment of the installment or installments last due on Debtor's note, notes or indebtedness secured hereby. Except to the extent applied toward premiums for similar insurance, any unearned premiums shall be applied to the installment or installments last due on Debtor's note, notes or indebtedness secured hereby.

3. Loss, theft, damage to, destruction or seizure of the Collateral shall not relieve Debtor from the payment and performance of any obligation or indebtedness secured hereby.

4. At its option and as an alternative to declaration of a default hereunder, Secured Party may pay or discharge any tax levied against the Collateral or the Debtor or any other lien, security interest or encumbrance on the Collateral or may pay for maintenance, repairs to or preservation of the Collateral. All such payments made or expenses incurred by Secured Party shall become additional indebtedness secured hereby.

5. Secured Party, its agents and employees may examine and inspect the Collateral and Debtor's books and records covering said Collateral at any reasonable time or times.

6. The occurrence of any of the following events or conditions shall, at the option of Secured Party and without notice or demand on Debtor, constitute an event of default hereunder:

- (a) Default in the payment or performance of any note, obligation or indebtedness of Debtor secured hereby; or,
- (b) Failure of Debtor to perform any covenant or agreement made by Debtor herein or of any guarantor of Debtor to perform any covenant or agreement made by such guarantor; or,
- (c) Breach of any warranty or falsity of any representation made by Debtor to Secured Party herein or in connection with any obligation secured hereby; or,
- (d) Loss, theft, substantial damage to, destruction, sale, encumbrance, concealment, removal, attachment, seizure, forfeiture of or levy upon the Collateral or upon the Collateral of any guarantor; or,
- (e) Institution of any proceeding by or against Debtor, Debtor's business or any guarantor of Debtor under any bankruptcy or insolvency statute or filing of any petition by Debtor or any guarantor of Debtor for an Arrangement; or,
- (f) Assignment by Debtor or any guarantor of Debtor for the benefit of creditors or appointment of a receiver for Debtor, any guarantor of Debtor or the Collateral; or
- (g) Reasonable Insecurity of Secured Party;
- (h) Failure of Debtor to account for the sale of inventory as herein provided.
- (i) Entry of a judgment against Debtor unless such judgment is vacated, set aside or superseded within 30 days.

7. Upon the occurrence of any event of default, Secured Party may declare all installments of Debtor's note and all other indebtedness secured hereby immediately due and payable, without notice or demand, and thereupon Secured Party shall have the right to take possession of the Collateral, with or without legal process, and shall have the remedies of a Secured Party under the Illinois Uniform Commercial Code. 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 shall give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition thereof is to be made. It is expressly agreed by the Debtor that the requirements of reasonable notice shall be met if notice is mailed to Debtor at the address of Debtor shown hereinabove not less than five (5) days prior to the sale or other disposition. Expenses of making, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorneys' fees and legal expenses. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Secured Party is authorized to sell or dispose of the Collateral on the premises of the Debtor, and Debtor agrees to make no charge for storage of the Collateral prior to sale and for a reasonable time thereafter. Secured Party's rights and remedies shall be cumulative and not in the alternative. Debtor shall have all the rights and remedies before or after default provided in Article 9 of the Uniform Commercial Code at the date of this Security Agreement.

8. All rights of Secured Party shall inure to the successors and assigns of Secured Party, and all obligations of Debtor shall be binding upon Debtor's heirs, personal representatives, successors and assigns. Debtor agrees that if Secured Party shall assign this Security Agreement, Debtor will assert no claims, defenses, counterclaims or set-offs Debtor may have against Secured Party against the Assignee. Waiver of any default by Secured Party shall not constitute waiver of any subsequent default. If there is more than one Debtor, their obligations hereunder shall be joint and several.

9. The laws of the State of Illinois shall govern the construction of and the rights and duties of the parties to this Security Agreement and all obligations secured hereby.

10. In all loans advanced hereunder and any other transactions contemplated by this agreement, the Secured Party is acting as Agent for either North Shore National Bank of Chicago, Illinois, The Franklin Park Bank of Franklin Park, Illinois, Western National Bank of Cicero, Illinois, The Morton Grove Bank of Morton Grove, Illinois, or State Bank of Burlington of Burlington, Illinois. For its own account or as Agent for any of said Banks, the Secured Party shall have the right of set-off against and a first lien upon any money, credits or property of Debtor which shall come into the possession of Secured Party or any one of said Banks for whom Secured Party is acting as Agent. Secured Party may, at any time, for its own account or on behalf of its Principal, without notice to Debtor, apply towards the payment of any obligations of the Debtor hereunder, whether due or not, any money, credits or other property belonging to the Debtor which shall be in the possession or under the control of the Secured Party or any Bank for which the Secured Party is Agent.

WAIVER OF RIGHT TO NOTICE AND HEARING: IN EVENT OF A DEFAULT BY DEBTOR UNDER THIS SECURITY AGREEMENT, DEBTOR VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVES ALL RIGHTS TO NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY SECURED PARTY OF ITS RIGHTS TO REPOSSESS THE COLLATERAL BY SELF-HELP AND WITHOUT JUDICIAL PROCESS AND WAIVES ALL RIGHTS TO NOTICE AND HEARING PRIOR TO ISSUANCE OF A WRIT OF REPLEVIN, A WRIT OF ATTACHMENT OR LEVY UPON THE COLLATERAL.

EXECUTED at CHICAGO, ILLINOIS this 29th day of OCTOBER, 1985

LITE HOUSE No. 2, LTD.

A corporation (Debtor)

By Nick Laktiotis President

By Kimon Gabrielatos Secretary

(Debtor)

(Debtor)

(Debtor)

d./s. _____
(Trade or partnership name)



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Ex. "B"

All wares, merchandise, store fixtures, personal property and goods owned by Debtor or hereafter acquired, located or found in, or about the premises used by Debtor in the operation of a restaurant located at 2400 West Chicago Avenue, Chicago, Illinois, including the leasehold interest for said premises, is to secure payment of the following obligations of Debtor to Secured Party (all hereinafter called the "Obligations"). Indebtedness of Debtor to Secured Party in the sum of SIXTY THOUSAND (\$60,000.00) DOLLARS, evidenced by Debtor's promissory note payable to order of Secured Party as therein specified together with interest thereon as provided in said promissory note and any renewals or extensions thereof, plus any future advances by Secured Party to Debtor, plus all costs of collection, legal expenses and attorney's fees incurred by Secured Party upon the occurrence of a default under this financing statement, in collection or enforcing payment of such indebtedness, or in preserving, protecting or realizing on the Collateral herein. -

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