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SECURITY AGREEMENT - CHATTEL MORTGAGE (INDIVIDUAL)

THIS Security Agreement - Chattel Mortgage, made this 31TH day of OCTOBER, 1994, between GIUSEPPE D'ACQUISTO AND VINCENZA D'ACQUISTO, HUSBAND AND WIFE, (herein referred to as "Borrower"), and REGENCY SAVINGS BANK, hereinafter referred to as "Lender";

WITNESSETH:

WHEREAS, Borrower has executed and delivered to Lender, a certain mortgage of even date herewith in the amount of \$318,000.00, (hereinafter referred to as "Real Estate Mortgage"), recorded in the Recorder's Office of COOK County, Illinois, pertaining to the premises described on Exhibit "A" which Real Estate Mortgage was given to secure the payment of a Promissory Note in the amount of \$318,000.00, (hereinafter called "Note"), of the Borrower under said Real Estate Mortgage of even date herewith, and said Note was made payable to the order of Lender, and delivered, in and by said Borrower to the Lender promising to pay the principal sum of \$318,000.00, and interest, provided in said Note with a final payment due on the 1ST day of NOVEMBER, 2019 of all said principal and interest being made payable at such place as the holders of said Note, from time to time in writing appoint, and in the absence of such appointment, at the office of Regency Savings Bank, 24 North Washington Street, Naperville, Illinois 60566.

NOW, THEREFORE, the Borrower to secure the payment of said principal sum of money or idenced by the Note and interest thereon in accordance with the turns, provisions and limitations of said Note and Real Estate Mortgare and the performance of the covenants and agreements herein contained by the Borrower to be performed and also in the consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledge, does by these presents grant a security interest in, and soil, convey, confirm, mortgage and set over unto the Lender and its successors and assigns, all the furniture, furnitatings, fixtures, equipment of every description, and all replacements thereof and substitutions therefore, and the proceeds thereof now or hereafter located in the premises hereinabove described, (excepting from the foregoing whowever, any furniture, fixtures, business equipment or articles of opersonal property belonging to any present or future tenant or misses of the said premises), all of such property hereinafter ocalled the "Collateral".

TO HAVE AND TO HOLD all and singular collaboral unto the Lender, its successors and assigns to its and their sole use forever for the uses and purposes herein set forth.

It is hereby understood and agreed as follows:

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- 1. Borrower shall pay to Lender installments of principal and interest due and owing to Lender and evidenced by the Note payable to the order of Lender and shall perform all of the terms, covenants, conditions and agreements set forth in the Real Estate Mortgage more particularly described hereinabove.
- 2. In the event that Borrower shall fail to pay the principal and interest due on the Note or perform the terms, covenants, conditions and agreements set forth in the Real Estate Mortgage within the time specified therein, Lender shall have the right to exercise each and all of the remedies set forth in said documents and in addition thereto, Lender shall be entitled to any and all remedies available under the Uniform Commercial Code in force in the State of Illinois as of the date of this Agreement.
- 3. Any Notice of default or other notice required to be given or which the Lender may desire to give the Borrower hereunder may be given by the Lender to the Borrower in person or by United Stares Registered or Certified Mail addressed to the Borrower at such address which shall have been designated in writing by said Borrower to said Lender as a place for the giving of notice, or, in the absence of such designation, then at the premises.
- 4. The terms used to designate any of the parties herein shall be deemed to include their respective successors and assigns, and the term "Lender" shall also include any lawful owner, holder or pledge of the incepredness secured hereby.
- 5. Borrower will join with Lender in executing one or more Financing Statements pursuant to the Uniform Commercial Code in form satisfactory to Lender, and will pay the cost of filing the same or filing or recording this Security Agreement Chattel Mortgage in all public offices and of all searches of records, wherever filing or recording or searching of records is deemed by Secured Party to be necessary of desirable.

IN WITNESS WHEREOF, the Borrows has executed this Security Agreement as of the day, month and year first above written.

SOFTOWOR WOLFFIE D'ACQUISTO

BOPPOWOF VINGENAL PACQUISTO

ACKNOWLEDGMENT

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	STATE OF ILLINOIS)
	COUNTY OF (LOC.)
	Resame M. O'Connor. I, County in the State aforesaid, do hereby certify that County in the state aforesaid, do hereby certify that County D'ACQUID personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.
	GIVEN, under my hand and notarial seal this 31.80 day of Manual M. Child.
	Notary Public in and for County, Illinois
	(SEAL) "OFFICIAL SEAL" Rosanne M. O'Connor Hotary Public, State of lilinois
_	Prepared By and Return to: Regency Savings Bank 24 North Washington Street Naperville, Illinois 60566
	BOX 333-CTI

EXHIBIT "A" LEGAL DESCRIPTION

LOT 36 (EXCEPT THE SOUTH TEN FEET THEREOF) ALL OF LOT 37 IN NILES TERRACE FOURTH ADDITION, BEING A SUBDIVISION OF PART OF THE WEST 542.47 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 25, 1959, AS DOCUMENT NUMBER LR 1851107.

PERMANENT INDEX NUMBER: 09-13-319-130-0000

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