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GEORGE E. COLE
LEGAL FORMS

SECURITY AGREEMENT — (Chattel Mortgage) (Illinois)

96030191

12/15/95

Rita E's Inc. 1913 Waukegan Avenue Glenview, Cook Illinois

(hereinafter called "Debtor"), for valuable consideration, receipt whereof is hereby acknowledged, hereby grants to Rita Elias 11105 East Poinsettia Scottsdale, Arizona

(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"):

All of the assets which pertain to or are a part of debtor's business located at 1913 Waukegan Avenue, Glenview, Illinois (the "premises") including, but not limited to the following:

- (a) All tangible property, including machinery, equipment, furniture, fixtures, shelving, racks, display items, leasehold improvements, supplies and signs.
- (b) The inventory and supplies situated on the premises from time to time.
- (c) (a) and (b) above are intended to and shall include all presently owned and hereafter acquired machinery, equipment, furniture, fixtures, inventory and supplies, etc.

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 Two Hundred Fifty Thousand (\$ 250,000.00) 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, 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 —
 Personal, family or household purposes 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;
 Farming operations use Business use

(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 operation of a restaurant business known as Jasper's

and its chief executive office (or place of business if it has only one) is in 1913 Waukegan Avenue, Glenview, Illinois

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

(d) The Collateral will be kept at _____ 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):

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)

Rita Elias (Secured Party) By X Rita Elias
 Rita E's Inc. (Debtor) By Becky Arden, President

DEPT-01 RECORDING \$23.50
 11791 JUN 22 1996 030191
 COOK COUNTY RECORDER
 DEPT-10 PENALTY \$20.00
 DEPT-01 RECORDING \$23.50
 11791 JUN 22 1996 030191
 COOK COUNTY RECORDER

96030191

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520 W. ROOSEVELT RD. # 100
LAW OFFICE OF FRANK J. BARRINO
WILSON, IL 60151



By _____

Secured Party

and is the valid obligation of the Debtor; that the Debtor, the owner of the collateral, that his true name is signed to the foregoing agreement, and that all parties to this instrument have legal capacity to contract; that the agreement and all accompanying agreements and other documents submitted herewith are genuine in all respects and that they represent the true and correct description of the property, a adequate to enforce the rights created thereon; and that the description of the property, a adequate to enforce the rights created thereon; that the Debtor's security interest in the collateral is a perfected security interest; that Secured Party has no knowledge of any facts which would impair the validity of the agreement or other accompanying agreements and documents or render them less valuable or valuable; and that he knows of no defense to the payment of the obligations of the Debtor hereunder, or counterclaims, or set-off.

FOR VALUE RECEIVED, the Secured Party hereby assigns and transfers to its successors and assigns, all right, title and interest in, to and under the foregoing agreement and in and to the collateral therein described, with authority to take either in its own name or in the name of the Secured Party, but for its own benefit, all such proceedings, legal or equitable, as the Secured Party might have taken for this assignment.

ASSIGNMENT

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

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, nor shall any part of the Debtor's obligation remain unperfected.

Remedies. Upon 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 and shall have the remedies of a secured party under the Uniform Commercial Code of Illinois, including without limitation, the right to take immediate and exclusive possession of the collateral, or any part thereof, and for that purpose may, so far as the Debtor can give authority therefor, with or without judicial process, enter (or cause to enter) upon any premises on which the collateral or any part thereof may be situated and remove the same therefrom (provided that the collateral is a good to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code of Illinois); and Secured Party shall be entitled to a return, in full or in part, of the collateral or any part thereof, upon any premises on which the collateral or any part thereof may be situated and remove the same therefrom (provided that the collateral is a good to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code of Illinois); and Secured Party may require the Debtor to assemble the collateral and make it available to Secured Party for possession at a place to be designated by Secured Party which is reasonably convenient to both parties. (Where it is impracticable or otherwise to do so, Secured Party may designate a place to be designated by Secured Party which is reasonably convenient to both parties.)

Additional Rights of Parties. At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time level or placed on the collateral, may place and pay for insurance on the collateral upon notice by the Debtor, after having been requested so to do, to provide insurance satisfactory to the Secured Party, as a way pay for the maintenance, repair, and preservation of the collateral. In the event permitted by applicable law, Secured Party agrees to reimburse the Secured Party on demand for any expense incurred by Secured Party pursuant to the foregoing provisions of this agreement and to maintain with any policy of insurance thereon.

Additional Rights of Parties. At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time level or placed on the collateral, may place and pay for insurance on the collateral upon notice by the Debtor, after having been requested so to do, to provide insurance satisfactory to the Secured Party, as a way pay for the maintenance, repair, and preservation of the collateral. In the event permitted by applicable law, Secured Party agrees to reimburse the Secured Party on demand for any expense incurred by Secured Party pursuant to the foregoing provisions of this agreement and to maintain with any policy of insurance thereon.

ADDITIONAL PROVISIONS

Further Warranties and Covenants of Debtor. Debtor hereby warrants and covenants that (a) except for the security interest hereby being given to the Secured Party, Debtor has no other security interest in the collateral or any interest therein, without the prior written consent of Secured Party; (b) Debtor shall keep the collateral at all times insured against loss or damage by fire (including so-called extended coverage), theft and such other casualties as Secured Party may reasonably require, including collision in the case of any motor vehicle, all in such amounts, under such terms of policies, upon such terms, for such periods and with such companies or underwriters as Secured Party may approve; losses in all cases to be payable to Secured Party and not to Debtor as their first priority; (c) Debtor shall keep the collateral in good order and condition, and shall repair, maintain, and protect the collateral in accordance with the provisions of this paragraph; Secured Party may act as attorney for Debtor in making, adjusting and settling claims under and enforcing such insurance and enforcing Debtor's obligations to Secured Party with respect to such insurance or other expenses satisfactory to Secured Party as to compliance with the provisions of this paragraph; Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (d) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (e) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (f) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (g) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (h) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (i) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (j) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (k) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (l) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (m) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (n) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (o) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (p) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (q) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (r) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (s) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (t) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (u) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (v) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (w) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (x) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (y) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection; (z) Secured Party shall have the right to inspect the collateral and to require the Debtor to provide access to the collateral for such inspection.

10/20/2009