

UNOFFICIAL COPY

99959136

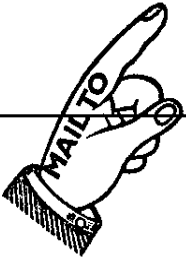
62/27/014 51 001 Page 1 of 5
1999-10-12 16:22:29
Cook County Recorder 29.50



99959136

Prepared By:
Rock, Fusco & Garvey, Ltd.
350 North LaSalle Street -
Suite 900
Chicago, Illinois 60610

Mail to:
LIBERTY FEDERAL BANK
One Grant Square
Hinsdale, Illinois 60521
Attn: Patricia Webber



SECURITY AGREEMENT - CHATTEL MORTGAGE

THIS Security Agreement-Chattel Mortgage, effective this 4th day of October, 1999, by and between C & McC BUILDERS, INC., an Illinois corporation (herein referred to as "Borrowers"), having an address at 9901 S. St. Louis, Evergreen Park, Illinois 60805, and LIBERTY FEDERAL BANK, hereinafter referred to as "Lender", having an address at One Grant Square, Chicago, Illinois 60521;

WITNESSETH:

**PROFESSIONAL NATIONAL
TITLE NETWORK, INC.**

WHEREAS, Borrowers have executed and delivered to Lender, a certain mortgage of even date herewith in the amount of \$1,132,000.00 (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 the Borrowers' performance of all terms and conditions of that certain Promissory Note ("Note") bearing even date herewith executed by Borrowers, in the amount of \$1,132,000.00 dated of even date herewith payable to the order of Lender, and delivered, in and by said parties to the Lender promising to pay the aggregate principal sum of \$1,132,000.00 and interest, provided in said Note, 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 Liberty Federal Bank, One Grant Square, Hinsdale, Illinois 60521.

WHEREAS, this Security Agreement - Chattel Mortgage shall be prior, paramount and superior to any and all other security interests affecting the items described herein.

NOW, THEREFORE, the Borrowers to secure the payment of said principal sum of money evidenced by the Note and interest thereon in accordance with the terms, provisions and limitations of said Note, as well as full performance of all terms and dates set forth in the Loan Agreement, and the Real Estate Mortgage and the

performance of the covenants and agreements herein contained by the Borrowers 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 acknowledged, does by these presents grant a security interest in, and sell, convey, confirm, mortgage and set over unto the Lender and its successors and assigns, all the furniture, furnishings, 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 however, any furniture, fixtures, business equipment or articles of personal property belonging to any present or future tenant or lessee of the said premises) all of such property hereinafter called the "Collateral".

TO HAVE AND TO HOLD all and singular collateral 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:

1. Borrowers 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 Borrowers shall fail to pay the principal and interest due on the Note or perform the terms, covenants, conditions and agreements set forth in the Loan Agreement and 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 Borrowers hereunder may be given by the Lender to the Borrowers in person or by United States Registered or Certified Mail addressed to the Borrowers at such address which shall have been designated in writing by said Borrowers 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 indebtedness secured hereby.

5. Borrowers 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 or desirable.

IN WITNESS WHEREOF, the Borrowers have executed this Security Agreement effective as of the date and year first above written.

BORROWERS:

C & McC BUILDERS, INC.,
an Illinois corporation

By: *Frank McCallum*
Its: *President*

Attest: *[Signature]*
Its: *Secretary*

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, The Undersigned, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY that Fintan P McCarthy, the President of C & McC BUILDRES, INC., an Illinois corporation, and Matthew G. Collins, the Secretary, of said C & McC BUILDERS, INC., personally know to me to be the same persons whose name are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of C & McC BUILDRES, INC. for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4th day of October, 1999.


Notary Public

My Commission Expires:

~~~~~  
"OFFICIAL SEAL"  
ELLEN M. PARTIN  
Notary Public, State of Illinois  
My Commission Exp. 7/31/2000  
~~~~~

EXHIBIT A

LEGAL DESCRIPTION

LOTS 78 AND 79 IN CHICAGO LAND COMPANY'S SUBDIVISION OF BLOCK 31 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-31-016-043-0000

COMMONLY KNOWN AS: 1810-12 W. ARMITAGE AVE., CHICAGO, ILLINOIS
60622

This Document was prepared by:
CHRISTOPHER M. NOVY
ROCK, FUSCO & GARVEY, LTD.
350 North LaSalle Street
Suite 900
Chicago, Illinois 60610
(312) 464-3500