UNOFFICIAL COPY Rock, Fusco & Garve

350 North LaSalle Street Suite 900

Chicago, Illinois 60610

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

9096/0016 16 001 Page 1 of 1999-01-19 10:33:09 Cook County Recorder 31.50



SECURITY AGREEMENT - CHATTEL MORTGAGE

THIS Security Agreement-Chattel Mortgage, effective this 14th day of January, 1009, by and between KENSINGTON HOLDING CORP., an Illinois corporation and KEVIN H. JACKSON (for purposes herein collectively referred co as "Borrower"), having an address at 3023 N. Clark Street, #180, Chicago, Illinois, and LIBERTY FEDERAL BANK, hereinafter referred to as "Lender", having an address at One Grant Square, Chicago, Illinois 60521;

WITNESSETH:

WHEREAS, Borrower has executed and delivered to Lender, a certain mortgage of even date herewith in the amount of \$460,000.00 (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 Borrower's performance of all terms and conditions of that certain Promissory Note ("Note") bearing even date herewith executed by Kensington Holding Corp., in the amount of \$460,000.00 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 3/260,000.00and 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.

NOW, THEREFORE, the Borrower 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 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 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

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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. Forrower 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, consitions 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 Loan Agreement and the Real Estate Mortgage within the time specified therein, Lender shall have one right to exercise each and all of the remedies set forth in sant 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 States 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 indebtedness 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 or desirable.

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

BORROWER

KENSINGTON HOLDING CORP., an Illinois/cor bration

By:

Property of Cook County Clark's Office

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STATE OF ILLINOIS)	
COUNTY OF COOK)	•
Illinois corporation,	na Notary Public in and for said County O HEREBY CERTIFY that Koun Jouleur President of KENSINGTON HOLDING CORP., an and Keun Vickson NGTON HOLDING CORP., personally know to me
instrument as such Preside before me this day in perdelivered the said instrument as the free and volument uses and purposes the	_
GIVEN under my hand 1999.	and notarial seal this 14^{47} day of January,
Op	mede
	Notary Public
My Commission Expires:	4
7 24 2001	"OFFICIAL SEAL" MAURA E SHEA NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7, 24/2001
	C/O/T/S
	C/O/A/S O/A/CO

STATE OF ILLINOIS)	95000000
) SS.	
COUNTY OF COOK)	
and for said County in the State aforesaid, DO HEREBY KEVIN H. JACKSON, who is personally known to me to person whose name is subscribed to the foregoing instruperson appeared before me this day in person and he delivered the said instrument as his own free and votor the uses and purposes therein set forth.	be the same ment as such a signed and luntary act,
GIVEN under my hand and notarial seal this January, 1999.	$\frac{14^4}{}$ day of
Notary Pi	ublic
0.5	
My Commission Expires:	
"OFFICIAL SEAL" MAURA E. SHEA MY COMMISSION EXPIRES 7/24/2001	
Clark's	
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EXHIBIT A

LEGAL DESCRIPTION

LOT 23 (EXCEPT THE NORTH 25.34 FEET) IN BLOCK 2 IN GEORGE CLEVELAND'S SUBDIVISION OF LOT 3 IN THE ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. 14-20-412-020-0000

COMMONLY KNOWN AS: 1042 W. ROSCOE, CHICAGO, ILLINOIS 60657

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