

## PLEDGE OF PERSONAL PROPERTY

BE IT KNOWN, for value received, the undersigned  
(Pledgor) of \_\_\_\_\_, hereby deposits, delivers to and pledges with  
\_\_\_\_\_, (Pledgee) of \_\_\_\_\_, as collateral security  
to secure the payment of the following described debt owing Pledgee:

The collateral consisting of the following personal property:

It is further agreed that:

1. Pledgee may assign or transfer said debt and the pledged collateral hereunder to any third party.
2. Pledgee shall have no liability for loss, destruction or casualty to the collateral unless caused by its own negligence, or the negligence of any assignee.
3. The Pledgor shall pay any and all insurance it elects to maintain, or the Pledgee reasonably requires on the pledged collateral and shall pay any personal property, excise or other tax or levy.
4. The Pledgor warrants that it has good title to the pledged collateral, full authority to pledge same and that said collateral is free of any adverse lien, encumbrance or adverse claim.
5. Upon default of payment of the debt or breach of this pledge agreement, the Pledgee or holder shall have full rights to foreclose on the pledged collateral and exercise its rights as a secured party pursuant to Article 9 of the Uniform Commercial Code; said rights being cumulative with any other rights the Pledgee or holder may have against the Pledgor.

The Pledgor understands that upon foreclosure the pledged property may be sold at public auction or private sale. The Pledgor shall be provided reasonable notice of any said intended sale and the Pledgor shall have full rights to redeem said collateral at any time prior to

said sale upon payment of the balance due hereunder together with accrued fees and expenses of collection. In the event the collateral shall be sold for less than the amount then owing, the Pledgor shall be liable for any deficiency.

Upon payment of the obligation for which the property is pledged, the property shall be returned to the Pledgor and this pledge agreement shall be terminated.

This pledge agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Upon default the Pledgor shall pay all reasonable attorneys' fees and cost of collection.

Signed this                      day of                      ,                      (year).

In the presence of:

Witness

Pledgor

Witness

Pledgee