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This instrument prepared
by and after recording
return to:

Wendy Champion
Park National Bank
1000 E. 111th St.
Chicago, IL 60628



Doc#: 0928133048 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/08/2009 09:31 AM Pg: 1 of 5

CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

This Cross-Collateralization and Cross-Default Agreement is made this 15th day of August, 2009, by and among Fred L. Davis (the "Borrower") and **Park National Bank**, a national banking association ("Lender").

WHEREAS, on August 15, 2009, "**Borrower**" executed in favor of Lender that certain Promissory Note evidencing a loan in the principal sum of One hundred fifty four thousand four hundred fifty eight and 99/100(**\$154,458.99**) (including any and all amendments, modifications, renewals, replacements and substitutions therefor). Such Note is secured by property located at 1111 S. Wabash, Unit 802, Chicago, IL as evidenced by that certain Mortgage and Assignment of Rents dated February 25, 2004 and recorded in the office of the Cook County Recorder of Deeds on March 15, 2004 as Document No. 0407547047 and 0407547048 respectively, and further described on the attached "Exhibit A"; and

WHEREAS, on August 15, 2009, "**Borrower**" executed in favor of Lender that certain Promissory Note evidencing a loan in the principal sum of One hundred fifty seven thousand six hundred eighty and 07/100(**\$157,680.07**) (including any and all amendments, modifications, renewals, replacements and substitutions therefor). Such Note is secured by property located at 1111 S. Wabash, Unit 902, Chicago, IL as evidenced by that certain Mortgage and Assignment of Rents dated March 15, 2004 and recorded in the office of the Cook County Recorder of Deeds on April 2, 2004 as Document No. 0409347013 and 0409347014 respectively, and further described on the attached "Exhibit A"; and

WHEREAS, on December 23, 2007, "**Borrower**" executed in favor of Lender that certain Promissory Note evidencing a loan in the principal sum of One hundred fifty five thousand nine hundred twenty two and 87/100(**\$155,922.87**) (including any and all amendments, modifications, renewals, replacements and substitutions therefor). Such Note is secured by property located at 41 E. 8th Street, Unit 203, Chicago, IL as evidenced by that certain Mortgage and Assignment of Rents dated December 23, 2002 and recorded in the office of the Cook County Recorder of Deeds on January 6, 2003 as Document No. 0030012839 and 0030012840 respectively, and further described

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further described on the attached "Exhibit A"; and

WHEREAS, on August 15, 2009, "**Borrower**" executed in favor of Lender that certain Promissory Note evidencing a loan in the principal sum of Three hundred forty five thousand fifty eight and 02/100(\$**345,058.02**) (including any and all amendments, modifications, renewals, replacements and substitutions therefor). Such Note is secured by property located at 1435 N. Long Avenue, Chicago, IL as evidenced by that certain Mortgage and Assignment of Rents dated December 14, 2006 and recorded in the office of the Cook County Recorder of Deeds on December 19, 2006 as Document No. 0635355002 and 0635355003 respectively, and further described on the attached "Exhibit A"; and

WHEREAS, it is and has been the intention of '**Borrower**' and Lender to cross-collateralize and cross-default the loans and obligations of '**Borrower**' owing to the Lender; and

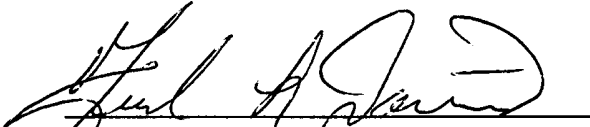
NOW, THEREFORE, in consideration of the foregoing premises and the promises contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties mutually agree as follows:

1. All of the collateral granted to Lender by Borrower pursuant to that certain Promissory Note dated August 15, 2009 evidencing a loan the principal amount of \$154,458.99, together with any and all renewals, modifications or substitutions thereof; and all of the collateral granted to Lender by Borrower pursuant to that certain Promissory Note dated August 15, 2009 evidencing a revolving line of credit in the principal amount of \$157,680.07, together with any and all renewals, modifications, or substitutions thereof, and all of the collateral granted to Lender by Borrower pursuant to that certain Promissory Note dated December 23, 2007 evidencing a term loan in the principal amount of \$155,922.87, together with any and all renewals, modifications, or substitutions thereof, and all of the collateral granted to Lender by Borrower pursuant to that certain Promissory Note dated August 15, 2009 evidencing a term loan in the principal amount of \$345,058.02, together with any and all renewals, modifications, or substitutions thereof, are hereby cross-collateralized and cross-defaulted.
2. Any default under the past, present and future obligations of '**Borrower**' under the August 15, 2009 Notes owed to the Lender shall constitute an Event of Default under all past, present and future obligations of '**Borrower**' under the December 23, 2007 Note owed to Lender;
3. The Borrower agrees that all provisions, stipulations powers and covenants in the Notes and other agreements referenced above shall remain in full force and effect.
4. This Agreement shall be construed in accordance with the internal laws of the State of Illinois.
5. This Agreement shall inure to the benefit of the Lender's successors and assigns, and shall be binding upon the Borrowers' successors and assigns.

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

“BORROWER”



Fred L. Davis

“LENDER”:

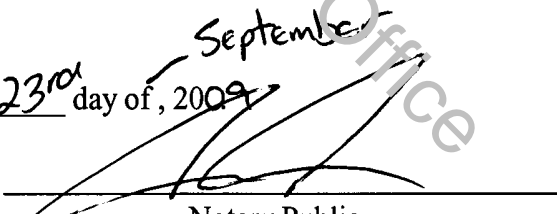
PARK NATIONAL BANK, a national banking association

By: 

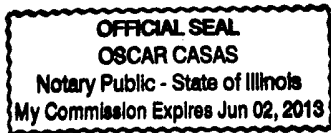
Its: **Vice President**

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being duly authorized, signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 23rd day of September, 2009


Notary Public



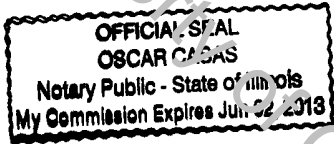
My commission expires: 6/2/13

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STATE OF ILLINOIS)
COUNTY OF Cook)SS.

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument as **Vice President** of **PARK NATIONAL BANK**, a national banking association appeared before me this day in person and acknowledged that he, being duly authorized, signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 23rd day of, 20 09 September



[Signature]
Notary Public

My commission expires: 6/22/13

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EXHIBIT "A"
TO
CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

1111 S. Wabash, Unit 802: Parcel 1: Unit 802 together with its undivided percentage interest in the common elements in 1111 S. Wabash condominium s delineated and defined in the Declaration recorded as Document No. 03352181224, in fractional Section 15, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Parcel 2: Exclusive use for parking purposes in and to Parking space No. P208, a limited common element, as set forth and defined in said Declaration of condominium and survey attached thereto, in Cook County, Illinois
17-15-309-004, 17-15-309-005, 17-15-309-028

1111 S. Wabash, Unit 902: Parcel 1: Unit 902 together with its undivided percentage interest in the common elements in 1111 S. Wabash Condominium as delineated and defined in the Declaration recorded as Document No. 0335218122, as amended from time to time, in fractional Section 15, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Parcel 2: Exclusive use for parking purposes in and to parking space No. P207, a limited common element, as set forth and defined in said Declaration of condominium and survey attached thereto, in Cook County, Illinois
17-15-309-004, 17-15-309-005, 17-15-60-28

41 E. 8th, Unit 203: Parcel 1: Units 2C And P-200 Together With Its Undivided Percentage Interest In The Common Elements In The Residences Of Forty-One East Eighth Condominium, As Delineated And Defined In The Declaration Recorded August 15, 2001 As Document
17-15-204-038-0000

1435 N. Long: Lots 39, 40 And The South 10 Feet Of Lot 41 In Block 4 In Clifford And Wadleigh's Subdivision Of The South 1/2 Of The Northeast 1/4 Of The Northwest 1/4 Of Section 4, Township 39 North, Range 13 East Of The Third Principal Meridian, In Cook County, Illinois
16-64-112-007-0000