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David A. Kallick
Tishler & Wald, Ltd.
200 S. Wacker Drive, Suite 3000
Chicago, Illinois 60606



Doc#: 1107413029 **Fee:** \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/15/2011 02:17 PM Pg: 1 of 8

(Space Above For Recording Use)

CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

PROPERTY COMMONLY KNOWN AS:

1444 - 48 W. MORSE AVENUE, CHICAGO, ILLINOIS.

P.I.N.:

11-32-113-030-0000

11-32-113-032-0000

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CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

This Cross-Collateralization and Cross-Default Agreement (the "Agreement") is made as of this 2nd day of February, 2011 by and among ROBERT A. COE, individually ("**Coe**"); ROBERT A. COE REVOCABLE TRUST DATED MARCH 16, 1983 (the "**Trust**"); 3420 WEST DIVERSEY LLC, an Illinois limited liability company ("**Diversey**"); MORSE AND GREENVIEW LLC, an Illinois limited liability company ("**M & G**") (Coe, the Trust, Diversey, and M & G are collectively referred to as the "**Loan Parties**"), and COLE TAYLOR BANK ("**Lender**"); and

WHEREAS, Lender has made a loan to Coe and the Trust (the "**Coe Loan**") as evidenced by that certain Non-Revolving Credit Note ("**Coe Note**") dated May 3, 2010 in the original principal amount of \$400,000.00, jointly and severally executed by Coe and the Trust in favor of Lender. The Coe Loan is secured by that certain Junior Real Estate Mortgage dated May 3, 2010 and recorded with the office of the Cook County Recorder of Deeds on July 30, 2010 as document number 1021133047 (the "**Coe Mortgage**") encumbering the property located at 1444-48 W. Morse Avenue, Chicago, Illinois (the "**Morse Property**") as legally described in Exhibit "A" attached hereto; and

WHEREAS, the terms of the Coe Loan have been amended from time to time, and Coe, the Trust, and Lender wish to amend the terms of the Coe Loan again pursuant to that certain Second Amendment to Non-Revolving Credit Note of even date herewith, the terms and conditions of which are incorporated herein (the "**Coe Amendment**"); and

WHEREAS, the Coe Note, Coe Mortgage, Coe Amendment and any other documents evidencing, securing and/or guarantying the Coe Loan are collectively known as the "**Coe Loan Documents**"; and

WHEREAS, Lender has made a loan to M & G and the Trust (the "**M & G Loan**") as evidenced by that certain Promissory Note ("**M & G Note**") dated January 27, 2009 in the original principal amount of \$2,580,000.00 executed by M & G in favor of Lender. The M & G Loan is secured by: (i) that certain Mortgage dated June 26, 2006 and recorded with the office of the Cook County Recorder of Deeds on June 30, 2006 as document number 0618149226 (the "**M & G Mortgage**") encumbering the Morse Property; (ii) that certain Assignment of Rents dated June 26, 2006 and recorded with the office of the Cook County Recorder of Deeds on June 30,

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2006 as document number 0618149227 (the "**M & G Assignment of Rents**"); and (iii) that certain Commercial Guaranty dated January 27, 2009 executed by Coe in favor of Lender ("**Guaranty of M & G Loan**"); and

WHEREAS, the terms of the M & G Loan have been amended from time to time, and M & G, Coe, and Lender wish to amend the terms of the M & G Loan again pursuant to that certain Fifth Amendment to Loan Documents of even date herewith, the terms and conditions of which are incorporated herein (the "**M & G Amendment**"); and

WHEREAS, the M & G Note, M & G Mortgage, M & G Assignment of Rents, Guaranty of M & G Loan, M & G Amendment and any other documents evidencing, securing and/or guarantying the M & G Loan are collectively known as the "**M & G Loan Documents**"; and

WHEREAS, Lender has made a loan to Diversey (the "**Diversey Loan**") as evidenced by that certain Promissory Note ("**Diversey Note**") dated January 26, 2009 in the original principal amount of \$755,123.32, executed by Diversey in favor of Lender. The Diversey Loan is secured by: (i) that certain Mortgage dated November 25, 2007 and recorded with the office of the Cook County Recorder of Deeds on December 20, 2007 as document number 0735411134 (the "**Diversey Mortgage**") encumbering the property located at 3420-24 West Diversey Avenue/ 2816-20 North Milwaukee Avenue Chicago Illinois 60647 (the "**Diversey Property**") as legally described in Exhibit "B" attached hereto; (ii) that certain Assignment of Rents dated November 25, 2007 and recorded with the office of the Cook County Recorder of Deeds on December 20, 2007 as document number 0735411135 (the "**Diversey Assignment of Rents**"); and (iii) that certain Commercial Guaranty dated January 26, 2009 executed by Coe in favor of Lender ("**Guaranty of Diversey Loan**"); and

WHEREAS, the terms of the Diversey Loan have been amended from time to time, and Diversey, Coe, and Lender wish to amend the terms of the Diversey Loan again pursuant to that certain Fourth Amendment to Promissory Note of even date herewith, the terms and conditions of which are incorporated herein (the "**Diversey Amendment**"); and

WHEREAS, the Diversey Note, Diversey Mortgage, Diversey Assignment of Rents, Guaranty of Diversey Loan, Diversey Amendment and any other documents evidencing, securing and/or guarantying the Diversey Loan are collectively known as the "**Diversey Loan Documents**"; and

WHEREAS, the Coe Loan, the M & G Loan, and the Diversey Loan are collectively referred to as the "**Loans**"; and

WHEREAS, the Coe Amendment, the M & G Amendment, and the Diversey Amendment are collectively referred to as the "**Amendments**"; and

WHEREAS, the Coe Loan Documents, the M & G Loan Documents, and the Diversey Loan Documents, and any past, present, or future documents executed by the Loan Parties and given to Lender are collectively referred to as the "**Loan Documents**"; and

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WHEREAS, the Loans have matured and Lender is willing to renew and amend the Loans pursuant to the terms of the Amendments and on the condition that all of the Loans along with the obligations of the Loan Parties owing to the Lender are cross-collateralized and cross-defaulted; and

WHEREAS, each of the Loan Parties will benefit from the Loans being amended and renewed; and

WHEREAS, the Loan Parties are willing to cross-collateralize and cross-default the Loans and obligations of the Loan Parties owing to the Lender as set forth herein.

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

1. All of the above recitals are fully incorporated as if stated herein.
2. All of the collateral granted to Lender by the Loan Parties to secure the Loans are hereby pledged to secure all past, present and future obligations of the Loan Parties under all the Loan Documents.
3. Any default under any of the Loan Documents shall also constitute a default under all of Loan Documents.
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 Loan Parties' successors and assigns.

[SIGNATURE PAGE ATTACHED]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


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IN WITNESS WHEREOF, the parties hereto caused this Cross-Collateralization and Cross-Default Agreement to be executed as of the date and year first written above.

LOAN PARTIES:

By: 
ROBERT A. COE, Individually

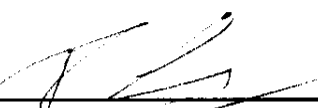
**ROBERT A. COE REVOCABLE TRUST
DATED MARCH 16, 1983**

By: 
Robert A. Coe, the Trustee
of the Robert A. Coe Revocable
Trust Dated March 16, 1983

3420 WEST DIVERSEY LLC

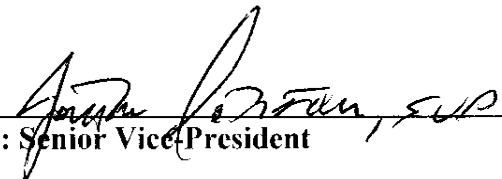
By: 
ROBERT A. COE, Manager

MORSE AND GREENVIEW LLC

By: 
ROBERT A. COE, Manager

LENDER:

COLE TAYLOR BANK

By: 
Its: Senior Vice President

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EXHIBIT "A"

THAT PART OF PARCEL 1 AND PARCEL 2 TAKEN AS A TRACT:

PARCEL 1:

LOT 10 (EXCEPT THE NORTH 87.50 FEET THEREOF) IN BLOCK 30 IN RODGERS PARK IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 36.50 FEET OF THE NORTH 87.50 FEET OF LOT 10 IN BLOCK 30 IN RODGERS PARK IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM COMMERCIAL PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMERCIAL PROPERTY:

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +10.38 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +19.56 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +28.64 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT 6.55 FEET NORTH AND 0.09 FEET EAST OF THE SOUTHWEST CORNER OF A TRACT; THENCE NORTH, A DISTANCE OF 19.56 FEET; THENCE EAST, A DISTANCE OF 19.26 FEET; THENCE NORTH, A DISTANCE OF 3.48 FEET; THENCE EAST A DISTANCE OF 5.54 FEET; THENCE SOUTH, A DISTANCE OF 3.20 FEET; THENCE EAST, A DISTANCE OF 5.03 FEET; THENCE SOUTH, A DISTANCE OF 0.16 FEET; THENCE EAST, A DISTANCE OF 14.48 FEET; THENCE SOUTH, A DISTANCE OF 26.28 FEET; THENCE WEST, A DISTANCE OF 37.65 FEET; THENCE NORTHWESTERLY, A DISTANCE OF 9.26 FEET TO THE POINT OF BEGINNING.

AND ALSO:

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +19.56 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +28.64 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT 0.09 FEET EAST OF THE SOUTHWEST CORNER OF A TRACT; THENCE NORTH, A DISTANCE OF 99.60 FEET; THENCE EAST, A DISTANCE OF 32.41 FEET; THENCE SOUTH, A DISTANCE OF 27.83 FEET; THENCE WEST A

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DISTANCE OF 2.00 FEET; THENCE SOUTH, A DISTANCE OF 6.19 FEET; THENCE WEST, A DISTANCE OF 7.05 FEET; THENCE SOUTH, A DISTANCE OF 12.75 FEET; THENCE EAST, A DISTANCE OF 1.66 FEET; THENCE SOUTH, A DISTANCE OF 2.73 FEET; THENCE EAST, A DISTANCE OF 5.36 FEET; THENCE SOUTH, A DISTANCE OF 23.95 FEET; THENCE EAST, A DISTANCE OF 14.72 FEET; THENCE SOUTH, A DISTANCE OF 7.34 FEET; THENCE WEST, A DISTANCE OF 32.93 FEET; THENCE SOUTH, A DISTANCE OF 18.83 FEET; THENCE WEST, A DISTANCE OF 11.65 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

KNOWN AS: 1444 - 48 W. MORSE AVENUE, CHICAGO, ILLINOIS.

P.I.N: 11-32-113-030-0000
11-32-113-032-0000

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EXHIBIT "B"

LOTS 15 AND 16 IN BLOCK 3 IN WILLIAM E. HATTERMAN'S MILWAUKEE AVENUE SUBDIVISION OF BLOCKS 15 AND 16 IN BRAND'S SUBDIVISION OF THE NORTHEAST ¼ SECTION OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

KNOWN AS: 3420-24 WEST DIVERSEY AVENUE/ 2816-20 NORTH MILWAUKEE AVENUE, CHICAGO ILLINOIS 60647

P.I.N: 13-26-225-013-0000

Property of Cook County Clerk's Office