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Doc#: 1126917046 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/26/2011 02:13 PM Pg: 1 of 10

This instrument prepared
by ~~and after recording~~
return to:

U.S. Bank National Association
U.S. Bancorp Center, BC-MN-H21R
800 Nicollet Mall
Minneapolis, MN 55402
Attention: Thomas A. Pantalion, Esq.

RECORD & RETURN TO 17505
CT LIEN SOLUTIONS
P.O. BOX 29071
Glendale, CA 91209-9071
29880749-JL-Cook County Rec

AGREEMENT TO TERMINATE CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

THIS AGREEMENT TO TERMINATE CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT ("Agreement") is made as of September 7, 2011 by and among U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank"), successor in interest to Federal Deposit Insurance Corporation, as receiver for Park National Bank ("PNB"), THE VRDOLYAK LAW GROUP, LLC, an Illinois limited liability company ("Law Group"), EDWARD R. VRDOLYAK, an individual ("Vrdolyak"), and CHICAGO TITLE AND TRUST ("Trustee"), as Trustee under Trust Agreement dated February 6, 1990 and known as Trust No. 1095173.

WHEREAS, PNB, the Law Group, Vrdolyak and Trustee entered into to that certain Cross-Collateralization and Cross-Default Agreement dated as of August 31, 2009, which was recorded in the office of the Cook County Recorder of Deeds on September 22, 2009 as Document No. 0926504205 (the "Cross Agreement"), which relates to the property described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the parties hereto desire to terminate the Cross Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct, and are hereby incorporated herein and made a part hereof.

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FILED N
SEP 26 2011
EUGENE MOORE
INT u

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2. Termination of Cross Agreement. The parties hereto hereby terminate the Cross Agreement effective as of the date of this Agreement. From and after the date of this Agreement, the Cross Agreement shall have no further force or effect.

3. Notes, Mortgages and Assignments of Rent to Remain in Full Force and Effect. Notwithstanding the termination of the Cross Agreement, the parties hereto acknowledge and agree that the Promissory Notes, the Mortgages and the Assignments of Rents described in the Cross Agreement, and as amended or restated from time to time, remain in full force and effect, but without being affected in any way by the Cross Agreement.

4. Counterparts. This Agreement may be executed in any number of counterparts, each when taken together shall constitute one document.

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

U.S. BANK NATIONAL ASSOCIATION

By *Kent M. Wheelock*
Kent M. Wheelock, its Senior Vice President

THE VRDOLYAK LAW GROUP, LLC

By *John Vrdoiyak*
Print Name JOHN VRDOLYAK
Print Title MEMBER

Edward R. Vrdoiyak
EDWARD R. VRDOLYAK - SEE EXHIBIT B" *As Attorney in Fact*

CHICAGO TITLE AND TRUST ("Trustee"), as
Trustee under Trust Agreement dated February 6,
1990 and known as Trust No. 1095173 *and not personally*

By *Loures Martinez*
Print Name LOURDES MARTINEZ
Print Title VICE PRESIDENT



This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

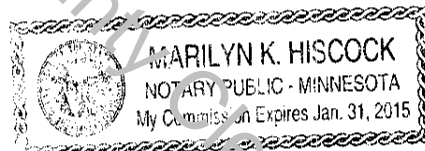
I, Marilyn K. Hiscock, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Kent M. Wheelock of U.S. BANK NATIONAL ASSOCIATION, successor in interest to Federal Deposit Insurance Corporation, as receiver for Park National Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said national banking association for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6 day of ~~August~~^{September}, 2011.

Marilyn K. Hiscock
Notary Public

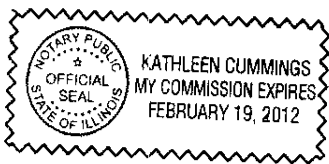
My Commission Expires: 1/31/15

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)



I, Kathleen Cummings, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT John K. Vrdolyak of THE VRDOLYAK LAW GROUP, LLC, an Illinois limited liability company, 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 signed and delivered said instrument as his own 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 notarial seal this 31st day of August, 2011.



Kathleen Cummings
Notary Public

My Commission Expires: 2/19/12

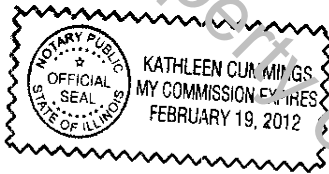
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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, Kathleen Cummings, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT EDWARD ~~V.~~ VRDOLYAK, an individual, 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 signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

For Edward R. Vrdolyak

GIVEN under my hand and notarial seal this 31st day of August, 2011.



Kathleen Cummings
Notary Public

My Commission Expires: 2/19/12

STATE OF ILLINOIS)
) SS
COUNTY OF)

On this 2nd day of ~~August~~ September, 2011, before me the undersigned notary public, personally appeared LOUISA MANTINEZ of Chicago Title and Trust, as trustee, and known to me to be authorized trustees or agents of the trust that executed the Agreement to Terminate Cross-Collateralization and Cross-Default Agreement and acknowledged the execution and delivery of said agreement to be the free and voluntary act and deed of the trust, by authority set forth in trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on said oath stated that s/he is authorized to execute said agreement and in fact executed said agreement on behalf of the trust.

GIVEN under my hand and notarial seal this 2nd day of ~~August~~ September, 2011.



Harriet Denisewicz
Notary Public

My Commission Expires:

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

PROPERTY ADDRESS: 741 North Dearborn, Chicago, IL 60654

LEGAL DESCRIPTION: LOT 20 IN OGDEN AND TOOLE'S SUBDIVISION OF BLOCK 33 IN WOLCOTT'S ADDITION TO CHICAGO WITH BLOCK 50 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 17-09-206-000

PROPERTY ADDRESS: 9600-9618 South Commercial, Chicago, Illinois 60617

LEGAL DESCRIPTION: LOTS 1 THROUGH 9 (BOTH INCLUSIVE) AND LOT 10 (EXCEPT THE SOUTH 3 FEET THEREOF) IN BLOCK 135 IN SOUTH CHICAGO SUBDIVISION MADE BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF ALL THAT PART OF SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE, SOUTHWEST OF PITTSBURG, FORT WAYNE AND CHICAGO RAILROAD AND WEST OF THE CALUMET RIVER, (EXCEPTING LAND BELONGING TO THE NORTHWESTERN FERTILIZING COMPANY), ALSO THE NORTHEAST FRACTIONAL 1/4 AND THE EAST 2/3 OF THE NORTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTIONAL 7, NORTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 26-07-120-043

GENERAL BUSINESS ASSETS OF THE VRDOLYAK LAW GROUP, LLC:

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software

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to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

Property of Cook County Clerk's Office

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Illinois Statutory Short Form Power of Attorney for Property

(Notice: The purpose of this Power of Attorney for Property is to give the person you designate (your "agent") broad powers to handle your property, which may include powers to pledge, sell or otherwise dispose of any real or personal property without advance notice to you or approval by you. This form **does not** impose a duty on your agent to exercise granted powers; but when powers are exercised, your agent will have to use due care to act for your benefit and in accordance with this form and keep a record of receipts, disbursements and significant actions taken as agent. A court can take away the powers of your agent if it finds the agent is not acting properly. You may name successor agents under this form but not co-agents.)

Unless you expressly limit the duration of this power in the manner provided below, until you revoke this power or a court acting on your behalf terminates it, your agent may exercise the powers given here throughout your lifetime, even after you become disabled. The powers you give your agent are explained more fully in Section 3-4 of the Illinois "Statutory Short Form Power of Attorney for Property Law" of which this form is a part (see pages 4-7 of this form). That law expressly permits the use of any different form of power of attorney you may desire. If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.)

POWER OF ATTORNEY made this 12th day of (month) January (year) 2011.

1. I, (insert name of principal) Edward R. Vrdolyak

(insert address of principal) 11455 Avenue J, Chicago, IL, hereby

appoint: (insert name of agent) Edward J. Vrdolyak

(insert address of agent) 9618 S. Commercial Ave, Chicago, IL

as my attorney-in-fact (my "agent") to act for me and in my name (in any way I could act in person) with respect to the following powers, as defined in Section 3-4 of the "Statutory Short Form Power of Attorney for Property Law" (including all amendments), but subject to any limitations on or additions to the specified powers inserted in paragraph 2 or 3 below:

(You must strike out any one or more of the following categories of powers you do not want your agent to have. Failure to strike the title of any category will cause the powers described in that category to be granted to the agent. To strike out a category, you must draw a line through the title of that category.)

- | | |
|--|---|
| (a) Real estate transactions. | (i) Tax matters. |
| (b) Financial institution transactions. | (j) Claims and litigation. |
| (c) Stock and bond transactions. | (k) Commodity and option transactions. |
| (d) Tangible personal property transactions. | (l) Business operations. |
| (e) Safe deposit box transactions. | (m) Borrowing transactions. |
| (f) Insurance and annuity transactions. | (n) Estate transactions. |
| (g) Retirement plan transactions. | (o) All other property powers and transactions. |
| (h) Social Security, employment and military service benefits. | |

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(Limitations on and additions to the agent's powers may be included in this power of attorney if they are specifically described below.)

2. The powers granted above shall not include the following powers or shall be modified or limited in the following particulars: (here you may include any specific limitations you deem appropriate, such as a prohibition or conditions on the sale of particular stock or real estate or special rules on borrowing by the agent)

3. In addition to the powers granted above, I grant my agent the following powers: (here you may add any other delegable powers including, without limitation, power to make gifts, exercise powers of appointment, name or change beneficiaries or joint tenants or revoke or amend any trust specifically referred to below)

(Your agent will have authority to employ other persons as necessary to enable the agent to properly exercise the powers granted in this form, but your agent will have to make all discretionary decisions. If you want to give your agent the right to delegate discretionary decision-making powers to others, you should keep the next sentence; otherwise it should be struck out.)

4. My agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(Your agent will be entitled to reimbursement for all reasonable expenses incurred in acting under this power of attorney. Strike out the next sentence if you do not want your agent to also be entitled to reasonable compensation for services as agent.)

5. My agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(This power of attorney may be amended or revoked by you at any time and in any manner. Absent amendment or revocation, the authority granted in this power of attorney will become effective at the time this power is signed and will continue until your death unless a limitation on the beginning date or duration is made by initialing and completing either (or both) of the following:)

6. () This power of attorney shall become effective on (insert a future date or event during your lifetime, such as court determination of your disability, when you want this power to first take effect) _____

7. () This power of attorney shall terminate on (insert a future date or event, such as court determination of your disability, when you want this power to terminate prior to your death)

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(If you wish to name successor agents, insert the name(s) and address(es) of such successor(s) in the following paragraph.)

8. If any agent named by me shall die, become incompetent, resign or refuse to accept the office of agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such agent:

John K. Vrdolyak

Peter T. Vrdolyak

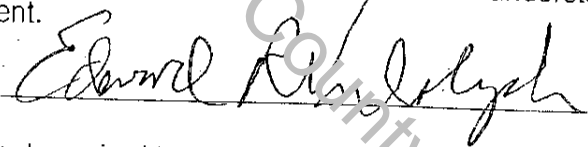
For purposes of this paragraph 8, a person shall be considered to be incompetent if and while the person is a minor or an adjudicated incompetent or disabled person or the person is unable to give prompt and intelligent consideration to business matters, as certified by a licensed physician.

(If you wish to name your agent as guardian of your estate, in the event a court decides that one should be appointed, you may, but are not required to, do so by retaining the following paragraph. The court will appoint your agent if the court finds that such appointment will serve your best interests and welfare. Strike out paragraph 9 if you do not want your agent to act as guardian.)

9. If a guardian of my estate (my property) is to be appointed, I nominate the agent acting under this power of attorney as such guardian, to serve without bond or security.

10. I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my agent.

Signed (Principal)



(You may, but are not required to, request your agent and successor agents to provide specimen signatures below. If you include specimen signatures in this power of attorney, you must complete the certification opposite the signatures of the agent and successors.)

Specimen signatures of agent
(and successors)

(Agent) _____

(Successor Agent) _____

(Successor Agent) _____

I certify that the signatures of my agent
(and successors) are correct.

(Principal) _____

(Principal) _____

(Principal) _____

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(This power of attorney will not be effective unless it is notarized and signed by at least one additional witness, using the form below. **Note: The requirement of the signature of an additional witness applies only to instruments executed on or after June 9, 2000, the effective date of Public Act 91-790.**)

The undersigned witness certifies that Edward R. Vrdolyak known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe him or her to be of sound mind and memory.

Dated: January 12, 2011 (SEAL)

Witness: [Signature]

State of Illinois

County of Cook) SS.

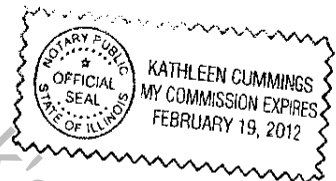
The undersigned, a notary public in and for the above county and state, certifies that

EDWARD R VRDOLYAK, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the additional witness in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth (, and certified to the correctness of the signature(s) of the agent(s)).

Dated: 1-12-11 (SEAL)

(Notary Public) [Signature]

My commission expires 2/19/12



(The name and address of the person preparing this form should be inserted if the agent will have power to convey any interest in real estate.)

This document was prepared by:

(Name) John K. Vrdolyak

(Address) 741 N. Dearborn Street, Chicago, IL 60654