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Loan Numbers: 2012-606275, 2954PVI, and 6582PVI

Return To:
Reniva & Associates, P.C.
731 Belleforte Ave., Suite 101
Oak Park, IL 60302

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Cook County Recorder of Deeds
Date: 02/19/2013 09:38 AM Pg: 1 of 11

Prepared By:
Reniva & Associates, P.C.
731 Belleforte Ave., Suite 101
Oak Park, IL 60302

1203251 404
PRISM TITLE
1011 E. Touhy Ave, #350
Oak Park, IL 60310

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CROSS COLLATERALIZATION AGREEMENT

THIS CROSS COLLATERALIZATION AGREEMENT ("Agreement") is made as of the 11th day of December, 2012 by SECURITY FIRST FINANCIAL CORPORATION, an Illinois corporation ("Lender"), ELBERT D. RENIVA, NOT INDIVIDUALLY BUT AS TRUSTEE UNDER TRUST NUMBER 2012-606275 DATED NOVEMBER 20, 2012 and PRIVATE VENTURES, INC., an Illinois corporation (collectively referred to as "Borrower").

RECITALS

- A. Lender has made a loan to Borrower in the original principal amount of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) (the "Loan"). The Loan is secured by certain Mortgages and Assignments of Rents recorded with the Cook County Recorder of Deeds and DuPage County Recorder of Deeds upon real properties identified in Exhibit A hereto.
- B. Borrower acknowledges that a condition of Lender making the Loan the following properties shall each serve as collateral for the Loan:

6062 S. 75th Avenue, Summit, Illinois 60501
2954 W. Fletcher Street, Chicago, Illinois 60618
6582 Raintree Court, Lisle, Illinois 60532

Borrower is executing this Agreement to satisfy such condition. Borrower further acknowledges that the benefits derived by Borrower from this Agreement are equivalent to the burdens imposed upon Borrower and the Mortgaged Properties by this Agreement, notwithstanding that the Loan and those certain Mortgages and Assignments of Rents may be for differing real estate properties and record owners of said properties.

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1. Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated:

“**Event of Default**” shall have the meaning set forth in Section 4.

“**Foreclosure**” means a judicial or non-judicial foreclosure of or trustee’s sale under the Instrument or a Related Instrument, a deed in lieu of such foreclosure or sale, a sale of any of the Mortgaged Properties pursuant to lawful order of a court of competent jurisdiction in a bankruptcy case filed under Title 11 of the United States Code, or any other similar disposition of any of the Mortgaged Properties.

“**Fraudulent Transfer Laws**” means Section 548 of Title 11 of the United States Code or any applicable provisions of comparable state law, including any provisions of the Uniform Fraudulent Conveyance Act or Uniform Fraudulent Transfer Act, as adopted under state law.

“**Loan**” means the original principal amount of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) as evidenced by the promissory note signed by Borrower and dated December 11, 2012, plus interest, any prepayment charges and late charges due under the Note.

“**Borrower**” means the original borrower under each of the Loan Documents (which original borrower may be the Borrower named in this Agreement), and any successor to the interest of each such borrower in any of the Mortgage Properties who acquires such Mortgage Properties subject to, or who assumes the obligations under said Loan Documents.

“**Loan Documents**” means the i) the Mortgage, Assignment of Rents, and other supporting loan documents of even date herewith on the property commonly known as 6062 S. 75th Avenue, Summit, Illinois 60501, and as more fully described in said Mortgage and Assignment of Rents; ii) the Mortgage, Assignment of Rents, and other supporting loan documents even date herewith on the property commonly known as 2954 W. Fletcher Street, Chicago, Illinois 60618, and as more fully described in said Mortgage and Assignment of Rents; and iii) the Mortgage, Assignment of Rents, and other supporting loan documents dated on or about December 14, 2012 on the property commonly known as 6582 Raintree Court, Lisle, Illinois 60532, and as more fully described in said Mortgage and Assignment of Rents.

“**Mortgaged Properties**” means the collateralized real estate properties located at 6062 S. 75th Avenue, Summit, Illinois 60501; 2954 W. Fletcher Street, Chicago, Illinois 60618; and 6582 Raintree Court, Lisle, Illinois 60532.

Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in

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the Instrument.

2. Borrower hereby acknowledges that:

(a) Borrower shall pay U.S. Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00), plus interest, to the order of the Lender. Lender at its option may treat the Loan secured by the Mortgaged Properties as separate and independent obligations of Borrower, or may treat some or all of the Loan as a single, integrated indebtedness of Borrower.

(b) No invalidity, irregularity or unenforceability of all or any part of the Loan Documents shall affect, impair or be a defense to the recovery by Lender of the Loan.

(c) It is the intention of Lender and Borrower that Borrower's obligations to pay the Loan shall be independent, primary, and absolute, and shall be performed without demand by Lender and shall be unconditional irrespective of the genuineness, validity, regularity or enforceability of any of the Loan Documents, and without regard to any circumstance, other than payment in full of the Loan, which might otherwise constitute a legal or equitable discharge of a borrower, a mortgagor, a surety, or a guarantor. Borrower waives, to the fullest extent permitted by law, all rights to require Lender to proceed against any Borrower or against any guarantor of any of the Loan or to pursue any other right or remedy Lender may now or hereafter have against any Borrower or any collateral for the Loan.

3. **Amendment of Mortgages to Grant Additional Security.** The separate Loan Documents on the Mortgaged Properties are hereby amended to provide that said Loan Documents secure the obligation of Borrower to pay the Loan in full as well as the obligation of Borrower to pay the Loan in full. Borrower hereby irrevocably grants, conveys and assigns to Lender the Mortgaged Properties, to secure to Lender payment of the Loan and performance of the covenants and agreements contained in the Loan Documents, as well as to secure to Lender payment of the Indebtedness and performance of the covenants and agreements contained in the Loan Documents.

4. **Events of Default.** Each of the following events shall constitute an "Event of Default" under this Agreement:

- (a) a default or breach by Borrower of any provision of this Agreement; and
- (b) any event or condition constituting an "Event of Default" under any of the Loan Documents.

5. **Amendment of Instrument to Provide for Cross-Default.** The Loan Documents on the Mortgaged Properties are hereby amended to provide that any Event of Default under this Agreement shall constitute an Event of Default under all of the Loan Documents.

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6. Remedies.

(a) Upon the occurrence of an Event of Default, Lender, in its sole and absolute discretion, may exercise any or some or all of the following remedies, in such order and at such time or times as Lender shall elect:

- (i) declare immediately due and payable the entire Loan or any portion thereof; and
- (ii) exercise any or some or all of Lender's rights and remedies under this Agreement, any of the Loan Documents, or applicable law.

(b) Lender may exercise such remedies in one or more proceedings, whether contemporaneous or consecutive or a combination of both, to be determined by Lender in Lender's sole discretion. Lender may enforce its rights against any of the Mortgaged Properties or all of the Mortgage Properties, or any portion of a Mortgaged Property, in such order and manner as Lender may elect in Lender's sole discretion. The enforcement of the Loan Documents shall not constitute an election of remedies, and shall not limit or preclude the enforcement of the Loan Documents, through one or more additional proceedings. Lender may bring any action or proceeding, including but not limited to foreclosure proceedings, without regard to the fact that one or more other proceedings may have been commenced elsewhere with respect to the Mortgaged Properties or any portion thereof. Borrower, for itself and for any and all persons or entities now or in the future holding or claiming any lien on, security interest in, or other interest or right of any nature in or to any of the Mortgaged Properties, hereby unconditionally and irrevocably waives any rights Borrower may have, now or in the future, whether at law or in equity, to require Lender to enforce or exercise any of Lender's rights or remedies under this Agreement, under the Loan Documents in any particular manner or order or in any particular state or county, or to apply the proceeds of any foreclosure in any particular manner or order.

(c) No judgment obtained by Lender in any proceeding enforcing any of the Loan Documents shall merge any of the Loan into that judgment, and all amounts that remains unpaid under the Loan shall remain a continuing obligation of Borrower. Notwithstanding any foreclosure of the Loan Documents, Borrower shall remain bound under this Agreement.

7. Application of Proceeds. Proceeds of the enforcement or foreclosure of the Loan Documents shall be applied to the payment of the Loan (including prepayment premiums) in such order as Lender may determine in Lender's sole discretion.

8. Adjustment of Obligations. If Borrower's incurring of the obligation to pay the Loan provided for in Section 2 above, or the amendment of the Loan Documents provided for in Section 3 above, becomes subject to avoidance under any Fraudulent Transfer Law, then automatically, the Loan for which Borrower will be liable and the amount of the Loan for which the Mortgaged Properties shall constitute security, shall be limited to the largest amount that would not

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be subject to avoidance under such Fraudulent Transfer Law. At any time at Lender's sole option, Lender may record with the Cook County Recorder of Deeds and/or the DuPage County Recorder of Deeds a complete or partial termination of this Agreement evidencing Lender's election to treat this Agreement as null and void with respect to one or more or all of the Mortgaged Properties (the "Terminated Properties"). Borrower, at Lender's request, will join in any such termination or partial termination, and Borrower hereby irrevocably appoints Lender as Borrower's agent and attorney-in-fact to execute, deliver and record such termination or partial termination in Borrower's name. Following any such termination or partial termination of this Agreement, Lender may enforce the Loan Documents in accordance with their respective terms as if this Agreement had never been executed and delivered as to the Terminated Properties.

9. Borrower's Rights of Subrogation, Etc. Until the Loan has been paid in full and there has expired the maximum possible period thereafter during which any payment to Lender with respect to the Loan could be deemed a preference under the United States Bankruptcy Code, Borrower shall have no right of, and hereby waives any claim for, subrogation, contribution, reimbursement or indemnity (whether contractual, statutory, equitable, under common law or otherwise) which Borrower has now or may have in the future against the Borrower or any of the Mortgaged Properties or against any guarantor or security for the Loan. Borrower understands that the exercise by Lender of certain rights and remedies contained in the Loan Documents may affect or eliminate Borrower's right of subrogation against a successor borrower and that Borrower may therefore incur a partially or totally non-reimbursable liability under this Agreement. Nevertheless, Borrower hereby authorizes and empowers Lender, in Lender's sole and absolute discretion, to exercise any right or remedy, or any combination thereof, which may then be available.

10. Subordination of Obligations to Borrower. Any indebtedness or other obligation of the Borrower held by Borrower shall be subordinate to the rights of Lender against the Borrower. If Lender so requests at a time when an Event of Default has occurred, Borrower shall enforce and collect any such indebtedness or other obligation as trustee for Lender and shall pay over to Lender any amount collected, on account of the Loan.

11. Lender's Rights. At any time and from time to time and without the consent of, or notice to, Borrower, without incurring liability to Borrower, and without impairing or releasing Borrower's liability for the Loan, Lender may:

(a) change the manner, place or terms of payment, or change or extend the time of payment of, or renew, increase, accelerate or alter, the Loan, any security for the Loan, or any liability incurred directly or indirectly with respect to the Loan;

(b) take and hold security for the payment of the Loan, and sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property pledged or mortgaged to secure the Loan;

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(c) exercise or refrain from exercising any rights against Borrower or the Mortgaged Properties;

(d) release or substitute any one or more endorsers, guarantors, or other obligors with respect to the Loan;

(e) settle or compromise the Loan, or subordinate the payment of all or any part of the Loan to the payment of any liability (whether due or not) of the Borrower to its creditors other than Lender; and

(f) consent to or waive any breach by Borrower of, or any act, omission or default by Borrower under, this Agreement or any of the Loan Documents.

12. Waivers of Presentment, Marshalling, Certain Suretyship Defenses, etc.

(a) With respect to its obligations under this Agreement and the Loan Documents, Borrower waives presentment, demand, notice of dishonor, protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of nonpayment, grace, and diligence in collecting such obligations.

(b) Lender shall have the right to determine in Lender's discretion whether and the order in which any or all of the Mortgaged Properties or portions thereof shall be subjected to the remedies provided in the Loan Documents or applicable law. Lender shall have the right to determine in Lender's discretion the order in which any or all portions of the Loans are satisfied from the proceeds realized upon the exercise of such remedies. Borrower and any party who now or in the future acquires a lien on or security interest or other interest in any of the Mortgaged Properties hereby unconditionally and irrevocably waives any and all right to require the marshalling of assets or to require that any of the Mortgaged Properties or portions thereof be sold in the inverse order of alienation or in parcels or as an entirety in connection with the exercise of any such remedies.

13. Limited-Recourse Liability. Borrower's personal liability (liability beyond Borrower's interest in the Mortgaged Properties) for the Loan shall be limited to the same extent as the personal liability of the Borrower is limited in the Loan Documents.

14. Release Provisions.

(a) During the any Prepayment Premium Period (as such term may be defined in the Note) Lender will release any or all of the Mortgaged Properties from this Agreement and the lien created hereby only upon payment in full of all of the Loan.

(b) During the Lockout Period (as such term may be defined in the Note), Borrower has no right to prepay all or any part of the Loan and Lender will not release any or all of the Mortgaged Properties from this Agreement and the lien created hereby.

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15. Notices. All notices to Borrower under this Agreement shall be in writing and shall be given in the manner provided in the Instrument for notices to Borrower. All notices to Lender by Borrower under this Agreement shall be in writing and shall be given in the manner in the Instrument for notices to Lender.

16. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Borrower irrevocably submits to the jurisdiction of any federal or state court sitting in the State of Illinois. Borrower hereby submits to the *in personam* jurisdiction of each such court in any matter involving this Agreement. Borrower irrevocably waives, to the fullest extent permitted under applicable law, any objections it may now or hereafter have to the venue of any suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Borrower acknowledges that it has received material and substantial consideration for the cross-collateralization of the Mortgaged Properties and that the foregoing venue provision is integral to the Lender's realization of its rights hereunder. Borrower further acknowledges that it is not in disparate bargaining position, that it is a commercial enterprise, with sophisticated financial, legal and economic experience, that the venue selections contained herein are not unreasonable, unjust, inconvenient or overreaching.

17. Captions, Cross References and Exhibits. The captions assigned to provisions of this Agreement are for convenience only and shall be disregarded in construing this Agreement. Any reference in this Agreement to a "Section", a "Subsection" or an "Exhibit" shall, unless otherwise explicitly provided, be construed as referring to a section of this Agreement, to a subsection of the section of this Agreement in which the reference appears or to an Exhibit attached to this Agreement. All Exhibits referred to in this Agreement are hereby incorporated by reference.

18. Number and Gender. Use of the singular in this Agreement includes the plural, use of the plural includes the singular, and use of one gender includes all other genders, as the context may require.

19. Statutes and Regulations. Any reference in this Agreement to a statute or regulation shall include all amendments to and successors to such statute or regulation, whether adopted before or after the date of this Agreement.

20. No Partnership. This Agreement is not intended to, and shall not, create a partnership or joint venture among the parties, and no party to this Agreement shall have the power or authority to bind any other party except as explicitly provided in this Agreement.

21. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, and assigns.

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22. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of any other provision, and all other provisions shall remain in full force and effect.

23. Waiver; No Remedy Exclusive. Any forbearance by a party to this Agreement in exercising any right or remedy given under this Agreement or existing at law or in equity shall not constitute a waiver of or preclude the exercise of that or any other right or remedy. Unless otherwise explicitly provided, no remedy under this Agreement is intended to be exclusive of any other available remedy, but each remedy shall be cumulative and shall be in addition to other remedies given under this Agreement or existing at law or in equity.

24. Third Party Beneficiaries. Neither any creditor of any party to this Agreement, nor any other person, is intended to be a third party beneficiary of this Agreement.

25. Course of Dealing. No course of dealing among the parties to this Agreement shall operate as a waiver of any rights of any party under this Agreement.

26. Further Assurances and Corrective Instruments. To the extent permitted by law, the parties shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements to this Agreement and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement.

27. No Party Deemed Drafter. No party shall be deemed the drafter of this Agreement, and this Agreement shall not be construed against either party as the drafter of the Agreement.

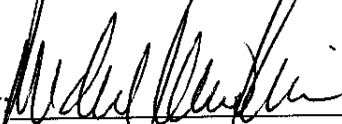
28. WAIVER OF TRIAL BY JURY. BORROWER AND LENDER EACH (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Agreement executed by Borrower and recorded with it.

BORROWER:

PRIVATE VENTURES, INC.

By: 
Michael Kevorkian, President/Secretary

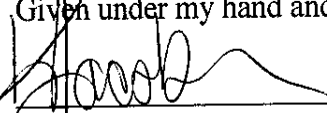
BORROWER:

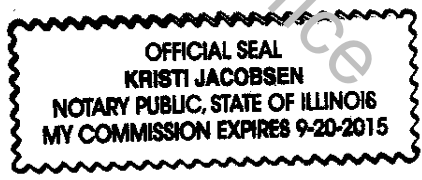
ELBERT D. RENIVA, NOT
INDIVIDUALLY BUT AS TRUSTEE
UNDER TRUST NUMBER 2012-606275
DATED NOVEMBER 20, 2012



State of Illinois, County of Cook, ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Kevorkian, President/Secretary of PRIVATE VENTURES, INC., 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, sealed and delivered the said instrument as his free and voluntary act and in his capacity as the President/Secretary of PRIVATE VENTURES, INC., and ELBERT D. RENIVA, NOT INDIVIDUALLY BUT AS TRUSTEE UNDER TRUST NUMBER 2012-606275 DATED NOVEMBER 20, 2012, 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, sealed and delivered the said instrument as his free and voluntary act and in his capacity as the TRUSTEE UNDER TRUST NUMBER 2012-606275 DATED NOVEMBER 20, 2012, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 11th day of December, 2012.


Notary Public



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EXHIBIT A

<u>Property Address</u>	<u>Permanent Index Number</u>	<u>Legal Description</u>
6062 S. 75 th Avenue Summit, Illinois 60501	18-13-404-029-0000	See Attached
2954 W. Fletcher Street Chicago, Illinois 60618	13-25-103-024-0000	See Attached
6582 Raintree Court Lisle, Illinois 60532	08-21-218-009-0000	See Attached

Property of Cook County Clerk's Office

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EXHIBIT A

Commitment Number: 12123259

LOT 27 IN BLOCK 2 IN S.E. GROSS'S NORTHWEST ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS

Permanent Index Number: 13-25-103-024-0000

Property Address: 2054 WEST FLETCHER, CHICAGO, IL 60618

Property of Cook County Clerk's Office

DAVID CHAIKEN
53 W Jackson # 725
Chicago, IL 60604
A Policy Issuing Agent for
First American Title Insurance Company