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Doc#: 1329742034 Fee: \$46.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds
Date: 10/24/2013 12:19 PM Pg: 1 of 5

### CROSS-COLLATERALIZATION/CROSS-DEFAULT AGREEMENT

This Agreement is made as of October 4, 2013 between and among FOREST PARK NATIONAL BANK & TRUST CO. ("Lender") and the Borrowers identified below (individually a "Borrower" and collectively the "Borrowers"). All capitalized terms shall have the same meanings as set forth in the Agreement described below:

<b>Borrower Name</b>	Loan No	Agreement Description
Thatcher and Lake, L.L.C.	774718900-1	Mortgage to Lender dated October 4, 2013 on real property located at 7977-7985 Lake
Gregory Reposh		Street, River Forest, IL  Pursuant to a Promissory Note from Borrowers
Louis Morelli		to Lender dated October 4, 2013 with a principal amount of \$386,000.00, together with all renewals of, extensions of, modifications of.
Hearthstone Realty, Inc.		refinancings of, consolidations of and substitutions for the Note.
Hearthstone	774719900-1	O <sub>Sc.</sub>
Realty, Inc.	774719900-1	Mortgage to Lender dated October 4, 2013, on real property located at 7977-7985 Lake Street, River Forest, IL
Gregory		ouest, Myer Polest, IL
Reposh		Pursuant to a Promissory Note from Borrowers to Lender dated October 4, 2013 with a
Louis Morelli		principal amount of \$36,000.00, together with
Thatcher & Lake, LLC		all renewals of, extensions of, modifications of, refinancings of, consolidations of and
Lane, LLC		substitutions for the Note.

The Lender and Borrower described above to the above-mentioned Agreements described above, as shown by their signatures below, agree to the following additional terms:

ATGF, INC.

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- 1. The Indebtedness of Borrowers to Lender shall be cross collateralized and cross defaulted with all existing and future loans made by Lender to Borrowers together with any and all renewals, modifications or substitutions thereof;
- 2. The Indebtedness created by any Guaranty issued by each of the Borrowers as Guarantor in favor of Lender in connection with any Indebtedness of each of the Borrowers to Lender shall be included within the meaning of Indebtedness created in connection with all existing and future loans made by Lender to each Borrower together with any and all renewals, modifications or substitutions thereon
- 3. The security interest in Collateral, including but not limited to all real estate pursuant to Exhibit A attached hereto and incorporated herein, granted by each of the Borrowers to Lender under each Agreement now or hereafter granted by Borrower to Lender small also secure the Indebtedness owed by each of the Borrowers as a Guarantor under any Guaranty issued by Borrower to Lender;
- 4. It is agreed by each of the Bor overs that the security interests created by each of the Commercial Security Agreements, Mortgages or other Collateral documents, in the Collateral described therein collateralizes all of the Indebtedness of each of the Borrowers to Lender, and that no security interest in any such Collateral will be released until the total Indebtedness owed by all Borrowers to Lender is paid in full. C/OPTS OFFICE

INTENTIONALL LEFT BLANK

SIGNATURE PAGE TO FOLLOW

Borrower:

Thatcher and Lake, LLC

Gregory Reposh, Manager of Thatcher and Lake, L.L.C.

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hall.
BY: Maralli Manager of The table
Louis Morelli, Manager of Thatcher and Lake, L.L.C.
BY://///// Gregory Reposh, Individually
BY:
Louis Morelli, Individually
By:
Hearthstone Realty, Inc.
Gregory Reposh, President of learthstone Realty, Inc.
4
STATE OF ILLINOIS
SS
County of Cook
3
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Gregory Reposh and Louis (10) relli, are the
Managers of Lake and Thatcher, L.L.C. and Gregory Reposh and Louis Morelli are
personally known to me to be the same persons whose name are subscribed to
the foregoing instrument, appeared before me this day in person, and
acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the
release and waiver of the right of homestead, if applicable.
Given under my hand and notarial seal, this day of
hu AT
Notary Bublic
(Seal) Notary Public
OFFICIAL SEAL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/29/15

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### **UNOFFICIAL COPY**

County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Gregory Reposh, Individually and Louis Morelli, Individually are personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and value of the right of homestead, if applicable.

Given under my hand and notarial seal, this	day of
, 2013	
	Notary Public
(Seal)	
My commission expires on	OFFICIAL SEAL TED L ROZMUS
STATE OF ILLINOIS	NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:11/29/15
ss	
County of Cook	
I, the undersigned, a Notary Public in and for said County, in the DO HEREBY CERTIFY THAT Gregory Reposh, President of the Inc., is personally known to me to be the same person whose is to the foregoing instrument, appeared before me this day in peacknowledged that he signed, sealed and delivered said instrument and voluntary act, for the uses and purposes therein set forth, release and waiver of the right of homestead, if applicable.  Given under my hand and notarial seal, this  Other, 2013	erthstone Realty, parne is subscribed eraon, and ement as his free
(Seal)	Notary Public
My commission expires on/ ( 24 / 1/, 20	
	OFFICIAL SEAL TED L ROZMUS

NOTARY PUBLIC - STATE OF ILLINOIS

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#### **EXHIBIT "A"**

THE WEST 75 FEET OF LOTS 13 AND 14 IN BLOCK 18 IN RIVER FOREST IN THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

7977-7985 LAKE ST RIVER FOREST, IL.