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LOAN NUMBERS: 20503-07
20576-07
20941-14
20942-14

Doc#: 1415722007 Fee: \$60.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/06/2014 08:47 AM Pg: 1 of 12

After recording mail to:

Pacific Global Bank
2323 S. Wentworth
Chicago IL 60616

CROSS-COLLATERALIZATION AGREEMENT AND AMENDMENT TO SECURITY INSTRUMENTS

THIS CROSS-COLLATERALIZATION AGREEMENT AND AMENDMENT TO SECURITY INSTRUMENTS (this "Agreement") is made as of the 15th day of May 2014, by Life Rising Corporation, an Illinois corporation, Ton Shen Health, Inc., an Illinois corporation, Zhengang Guo, individually and as Trustee of the Zhengang Guo Revocable Trust Dated May 8, 2002, and Shioh Kiang Guo (aka Shioh Kiang), individually and as Trustee of the Shioh Kiang Revocable Trust Dated May 8, 2002, collectively, "Borrowers" and each individually a "Borrower"), in favor of Pacific Global Bank ("Lender").

RECITALS

- A. Lender has made certain commercial loans ("Loans") to Borrowers described as follows: (1) Loan Number 20576-07 to Zhengang Guo and Shioh Kiang Guo in the original principal amount of \$680,000.00, evidenced by a Promissory Note dated September 7, 2007, and Mortgages and Assignments of Rent recorded as Document Numbers 0726205059, 0726205060, 0726205061 and 0726205062 with the Cook County, Illinois Recorder of Deeds; and (2) Loan Number 20942-14 to Life Rising Corporation and Ton Shen Health Inc. in the original principal amount of \$350,000.00, evidenced by a Promissory Note dated May 15, 2014 and a Mortgage to be recorded. The Mortgages referred to above are upon real property identified on Exhibit A here to and other property included within the definition of "Property" in the same instruments and constituting or related to a property known as 2125-2127 S. Archer Ave., Chicago, Illinois. The aforementioned Mortgages, the Commercial Security Agreements executed by Life Rising Corporation and Ton Shen Health Inc. dated May 15, 2014, and all other instruments and agreements given to secure the Loans are hereinafter referred to as the "Security Instruments" and the property referred to in the Security Instruments is hereinafter referred to as the "Mortgaged Property".
- B. Lender has made or shall make other commercial loans (collectively, the "Related Loans") to Borrowers, secured by Mortgages, Assignments of Rent, and Security Agreements (collectively, the "Related Instruments") upon other properties real and personal (collectively, the "Related Properties"), all as more fully set forth in the following table:

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<u>Loan No.</u>	<u>Original Note Amount (\$)</u>	<u>Secured By</u>	<u>Borrower(s)/Mortgagor(s)</u>
20503-07	500,000.00	Mortgage on real property and other property described in such instrument, located at 2131 S. Archer Ave. Units A, B and C, Chicago, Illinois Mortgage on real property and other property described in such instrument, located at 2125-27 S. Archer Ave., Chicago, Illinois	Life Rising Corporation Zhengang Guo Shiow Kiang Guo
20941-14	\$643,000.00	Mortgage, Assignment of Rents, Security Agreement and Fixture Filing on real property and other property described in such instruments, located at 2131 S. Archer Ave. Units A, B and C, Chicago, Illinois	Zhengang Guo, individually and as Trustee of the Zhengang Guo Revocable Trust Dated May 8, 2002, and Shiow Kiang Guo (aka Shiow Kiang), individually and as Trustee of the Shiow Kiang Revocable Trust Dated May 8, 2002
Total Indebtedness (as of date of this Agreement)	\$1,468,820.00		

- C. Borrowers acknowledge that a condition of Lender making, modifying, extending, or renewing the Loan and the Related Loans is that the Mortgaged Property serve as collateral for each of the Related Loans and that each of the Related Properties serve as collateral for the Loan. Borrowers are executing this Agreement to satisfy such condition. Borrowers further acknowledge that the benefits derived by Borrowers from this Agreement and from certain Related Instruments entered into or to be entered into in connection with the Related Loans are equivalent to the burdens imposed upon Borrowers and the Mortgaged Property by this Agreement, notwithstanding that the Loan and the Related Loans may be of differing amounts.

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

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“**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 Mortgages (or either of them) or a Related Instrument, a deed in lieu of such foreclosure or sale, a sale of any of the Total Property pursuant to any Related Instrument, or pursuant to a 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 Total Property.

“**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.

“**Indebtedness**” means “Indebtedness” as defined in the Security Instruments, exclusive of any sums payable by Borrowers solely by reason of this Agreement.

“**Loans**” means the Loan and the Related Loans.

“**Related Borrowers**” means the original borrower or borrowers under each of the Related Loans (which original borrower or borrowers may be the Borrowers named in this Agreement), and any successor to the interest of each such borrower(s) in any of the Related Properties who acquires such Related Property subject to, or who assumes the obligations under, a Related Instrument.

“**Related Indebtedness**” means the aggregate of the “Indebtedness” as defined in each of the Related Instruments.

“**Related Loan Documents**” means the “Related Documents” as defined in each of the Related Instruments.

“**Total Indebtedness**” means the aggregate of the Indebtedness plus the Related Indebtedness.

“**Total Loan Documents**” means the “Related Documents” as defined in the Security Instruments and the Related Loan Documents. This Agreement is among the Related Documents as defined in the Security Instruments.

“**Total Property**” means the aggregate of the Mortgaged Property, and the “Property” and “Collateral” described in each of the Related Instruments.

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

2. Assumption and Integration of Related Indebtedness; Obligations Absolute.

Borrowers hereby acknowledge that:

(a) Borrowers shall pay not only the Indebtedness, but all of the Related Indebtedness in accordance with the Related Loan Documents. Borrowers and the Related

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Borrowers are jointly and severally liable for the payment of the Total Indebtedness. Lender at its option may treat the Loan and each of the Related Loans as separate and independent obligations of Borrowers, or may treat some or all of the Loan, and all or any part of the Total Indebtedness, as a single, integrated indebtedness of Borrowers.

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

(c) It is the intention of Lender and Borrowers that Borrowers' obligations to pay the Related Indebtedness 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 Related Loan Documents, and without regard to any circumstance, other than payment in full of the Related Indebtedness, which might otherwise constitute a legal or equitable discharge of a borrower, a mortgagor, a surety, or a guarantor. Borrowers waive, to the fullest extent permitted by law, all rights to require Lender to proceed against any Related Borrower(s) or against any guarantor of any of the Total Indebtedness or to pursue any other right or remedy Lender may now or hereafter have against any Related Borrower(s) or any collateral for any of the Total Indebtedness.

3. Amendment of Security Instruments to Grant Additional Security. The Security Instruments are hereby amended to provide that the Security Instruments secure the obligation of Borrowers and the Related Borrowers to pay the Related Indebtedness as well as the obligation of Borrowers and the Related Borrowers to pay the Indebtedness. Borrowers hereby irrevocably mortgage, grant, convey and assign to Lender the Mortgaged Property, to secure to Lender payment of the Related Indebtedness and performance of the covenants and agreements contained in the Related 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 Borrowers of any provision of this Agreement; and
- (b) any event or condition constituting an "Event of Default" under any of the Total Loan Documents.

5. Amendment of Security Instruments to Provide for Cross-Default. The Security Instruments are hereby amended to provide that any Event of Default under this Agreement or under any of the Related Loan Documents shall constitute an Event of Default under the Security Instruments.

6. Remedies.

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(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 Total Indebtedness or any portion thereof; and

(ii) exercise any or some or all of Lender's rights and remedies under this Agreement, any of the Total 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 the Mortgaged Property or the Total Property, or any portions of the Mortgaged Property or the Total Property, in such order and manner as Lender may elect in Lender's sole discretion. The enforcement of the Security Instruments or any Related Instrument or any other of the Total Loan Documents shall not constitute an election of remedies, and shall not limit or preclude the enforcement of the Mortgages or any Related Instrument or any other of the Total 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 other of the Total Property or any portion thereof. Borrowers, for themselves 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 Property, hereby unconditionally and irrevocably waive any rights Borrowers 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 Security Instruments, or under any other of the Total 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 Total Loan Documents shall merge any of the Total Indebtedness into that judgment, and all Total Indebtedness that remains unpaid shall remain a continuing obligation of Borrowers. Notwithstanding any foreclosure of the Security Instruments or any of the Related Instruments, Borrowers shall remain bound under this Agreement.

7. Application of Proceeds. Proceeds of the enforcement or foreclosure of the Security Instruments or any Related Instrument shall be applied to the payment of the Total Indebtedness (including prepayment premiums) in such order as Lender may determine in Lender's sole discretion.

8. Adjustment of Obligations. If Borrowers' incurring of the obligation to pay the Related Indebtedness provided for in Section 2 above, or the amendment of the Security Instruments provided for in Section 3 above, becomes subject to avoidance under any Fraudulent Transfer Law, then automatically, the Related Indebtedness for which Borrowers will be liable and the amount of the Related Indebtedness for which the Mortgaged Property shall constitute security,

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shall be limited to the largest amount that would not be subject to avoidance under such Fraudulent Transfer Law. At any time at Lender's sole option, Lender may record among the Land Records 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 Property and the Related Properties (the "Terminated Properties"). Borrowers, at Lender's request, will join in any such termination or partial termination, and Borrowers hereby irrevocably appoint Lender as Borrowers' agent and attorney-in-fact to execute, deliver and record such termination or partial termination in Borrowers' name. Following any such termination or partial termination of this Agreement, Lender may enforce the Security Instruments and other Loan Documents in accordance with their respective terms as if this Agreement had never been executed and delivered as to the Terminated Properties.

9. Borrowers' Rights of Subrogation, Etc. Until the Total Indebtedness has been paid in full and there has expired the maximum possible period thereafter during which any payment to Lender with respect to the Total Indebtedness could be deemed a preference under the United States Bankruptcy Code, Borrowers shall have no right of, and hereby waive any claim for, subrogation, contribution, reimbursement or indemnity (whether contractual, statutory, equitable, under common law or otherwise) which Borrowers have now or may have in the future against any of the Related Borrowers or any of the Related Properties or against any guarantor or security for any of the Total Indebtedness. Borrowers understand that the exercise by Lender of certain rights and remedies contained in the Security Instruments or any one or more of the Related Instruments may affect or eliminate Borrowers' right of subrogation against a Related Borrower and that Borrowers may therefore incur a partially or totally non-reimbursable liability under this Agreement. Nevertheless, Borrowers hereby authorize and empower 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 Borrowers. Any indebtedness or other obligation of a Related Borrower held by Borrowers shall be subordinate to the rights of Lender against that Related Borrower. If Lender so requests at a time when an Event of Default has occurred, Borrowers 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 Total Indebtedness.

11. Lender's Rights. At any time and from time to time and without the consent of, or notice to, Borrowers, without incurring liability to Borrowers, and without impairing or releasing Borrowers' liability for the Related Indebtedness, 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 or any of the Related Indebtedness, any security for the Loan or the Related Indebtedness, or any liability incurred directly or indirectly with respect to the Loan or the Related Indebtedness;

(b) take and hold security for the payment of the Loan and any of the Related Indebtedness, 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 or any of the Related Indebtedness;

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

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

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

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

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

(a) With respect to its obligations under this Agreement and the Total Loan Documents, Borrowers waive 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 Total Property or portions thereof shall be subjected to the remedies provided in the Total 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 Total Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Borrowers and any party who now or in the future acquires a lien or security interest or other interest in any of the Total Property hereby unconditionally and irrevocably waive any and all right to require the marshalling of assets or to require that any of the Total Property 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. **Notices.** All notices to Borrowers under this Agreement shall be in writing and shall be given in the manner provided in the Security Instruments for notices to Borrowers. All notices to Lender by Borrowers under this Agreement shall be in writing and shall be given in the manner in the Security Instruments for notices to Lender.

14. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State in which the Mortgaged Property is located. Borrowers irrevocably submit to the jurisdiction of any federal or state court sitting in (i) any state or jurisdiction in which the Mortgaged Property or any of the Related Properties is located, and (ii) the State of Illinois, over any suit, action or proceeding arising out of or relating to this Agreement. Borrowers hereby submit to the *in personam* jurisdiction of each such court in any matter involving this Agreement. Borrowers irrevocably waive, to the fullest extent permitted

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under applicable law, any objections they 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. Borrowers acknowledge that they have received material and substantial consideration for the cross-collateralization of the Mortgaged Property and the Related Properties and that the foregoing venue provision is integral to the Lender's realization of its rights hereunder.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

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24. **Further Assurances and Corrective Instruments; Fees and Costs.** 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. Borrowers agree to pay on demand all costs and expenses of or incurred by the Lender in connection with the negotiation, preparation, execution and delivery of this Agreement, including the fees and expenses of counsel for the Lender.

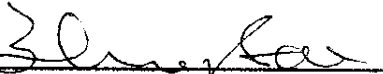
25. **No Party Deemed Drafter.** No party shall be deemed the drafter of this Agreement, and this Agreement shall not be construed against either party as the drafter of the Agreement.

26. **WAIVER OF TRIAL BY JURY. BORROWERS AND LENDER EACH (A) COVENANT AND AGREE 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) WAIVE 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.**

The parties hereto have caused this agreement to be executed by authorized representatives as of the date first set forth above.

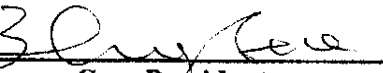
BORROWERS

LIFE RISING CORPORATION

By: 
Zhengang Guo, President

By: 
Shioh Kiang, Secretary

TON SHEN HEALTH INC.

By: 
Zhengang Guo, President

By: 
Shioh Kiang, Secretary


Zhengang Guo, Individually and as Trustee

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Under the Zhengang Guo Revocable Trust Dated May 8, 2002

**Shiow Kiang Guo (also known as Shiow Kiang)
Individually and as Trustee Under the Shiow Kiang
Revocable Trust Dated May 8, 2002**

County of Cook
State of Illinois

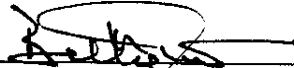
I, _____, a Notary Public in and for said county and state do hereby certify that Zhengang Guo and Shiow Kiang Guo (also known as Shiow Kiang), personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, personally appeared before me this 15th day of May, 2014 and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Notary Public

My commission expires: _____

Acknowledged and Agreed:

PACIFIC GLOBAL BANK

By: 
Name: Betty Chow
Title: President/CEO

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Under the Zhengang Guo Revocable Trust Dated May 8, 2002

Shiow Kiang Guo
Shiow Kiang Guo (also known as Shiow Kiang)
Individually and as Trustee Under the Shiow Kiang
Revocable Trust Dated May 8, 2002

County of Cook
State of Illinois

I, John P. Quall, a Notary Public in and for said county and state do hereby certify that Zhengang Guo and Shiow Kiang Guo (also known as Shiow Kiang), personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, personally appeared before me this 15th day of May, 2014 and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

John P. Quall
Notary Public

My commission expires: 10/30/2017

Acknowledged and Agreed:

PACIFIC GLOBAL BANK

By: _____
Name:
Title:



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EXHIBIT A

LOTS 4 AND 5 IN SUBDIVISION OF LOTS 2, 3, 4 AND 5 OF BLOCK 45 IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST FRACTION OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PIN(s): 17-21-420-016-0000
17-21-420-015-0000**

Commonly known as 2125-27 S. Archer Ave., Chicago, IL 60616

Property of Cook County Clerk's Office