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1530104035

PREPARED BY & RETURN TO:

International Bank of Chicago
5069 N. Broadway
Chicago, IL 60640

Doc#: 1530104035 Fee: \$58.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/28/2015 01:13 PM Pg: 1 of 11

Above Space for Recorder's Use Only

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CROSS COLLATERAL AND CROSS DEFAULT AGREEMENT

THIS AGREEMENT, dated this October 1, 2015, with an effective date of October 1, 2015, by and between **Jose Jorge; Roslyn Road LLC-117 Broadway; Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, Successor Trustee to LaSalle Bank, NA as Trustee Under Trust Agreement Dated June 16, 2003 and Known As Trust No. 131382; Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, Successor Trustee to LaSalle Bank, NA as Trustee Under Trust Agreement Dated June 16, 2003 and Known As Trust No. 131383; Melrose on Broadway L.L.C. and Melrose on 18th LLC** (collectively referred to herein as "BORROWER" whether singular or plural), and **International Bank Of Chicago**, (hereinafter referred to as the "BANK").

PARCEL 1:

A first Mortgage & Assignment of Rents, made by **Roslyn Road LLC-117 Broadway** to International Bank of Chicago, bearing the date **October 1, 2015** and to be recorded in the Recorder's Office of Cook County, in the State of Illinois, to the premises therein described as follows, situated in the County of Cook County, in State of Illinois, to wit:

LEGAL DESCRIPTION:

LOTS 20, 21, 22 AND 23 IN BLOCK 105 IN MELROSE, BEING A SUBDIVISION OF SECTIONS 3 AND 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 117 N. Broadway AKA 117 N. 19th Avenue, Melrose Park, IL 60160

REAL PROPERTY TAX IDENTIFICATION NUMBER: 15-10-106-013-0000 AND 15-10-106-014-0000

S Y
P II
S 3
SC Y
INT INT

333-CD

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PARCEL 2:

A first Mortgage & Assignment of Rents, made by **Roslyn Road LLC-117 Broadway** to International Bank of Chicago, bearing the date **October 1, 2015** and to be recorded in the Recorder's Office of Cook County, in the State of Illinois, to the premises therein described as follows, situated in the County of Cook County, in State of Illinois, to wit:

LEGAL DESCRIPTION:

LOTS 40, 41, 42, 43 IN BLOCK 105 IN MELROSE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 122 N. 18th Avenue, Melrose Park, IL 60160

REAL PROPERTY TAX IDENTIFICATION NUMBER: 15-10-106-035-0000 AND 15-10-106-036-0000

PARCEL 3:

A first Mortgage & Assignment of Rents, made by Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, Successor Trustee to LaSalle Bank, NA as Trustee Under Trust Agreement Dated June 16, 2003 and Known As Trust No. 131382 to International Bank of Chicago, bearing the date **November 13, 2014** and recorded in the Recorder's Office of Cook County, in the State of Illinois, as document **1432257078 & 1432257079**, recorded the date **November 18, 2014**, and a second Mortgage & Assignment of Rents, made by Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, Successor Trustee to LaSalle Bank, NA as Trustee Under Trust Agreement Dated June 16, 2003 and Known As Trust No. 131382 to International Bank of Chicago, bearing the date **October 1, 2015** and to be recorded in the Recorder's Office of Cook County, in the State of Illinois, to the premises therein described as follows, situated in the County of Cook County, in State of Illinois, to wit:

LEGAL DESCRIPTION:

LOTS 18 AND 19 IN BLOCK 105 IN MELROSE, A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 119-127 North Broadway, Melrose Park, IL 60160

REAL PROPERTY TAX IDENTIFICATION NUMBER: 15-10-106-012-0000

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PARCEL 4:

A first Mortgage & Assignment of Rents, made by Jose Jorge to International Bank of Chicago, bearing the date **November 13, 2014** and recorded in the Recorder's Office of Cook County, in the State of Illinois, as document **1432257166 & 1432257167**, recorded the date **November 18, 2014**, and a second Mortgage & Assignment of Rents, made by Jose Jorge to International Bank of Chicago, bearing the date **October 1, 2015** and to be recorded in the Recorder's Office of Cook County, in the State of Illinois, to the premises therein described as follows, situated in the County of Cook County, in State of Illinois, to wit:

LEGAL DESCRIPTION:

LOT 44 IN BLOCK 105 IN MELROSE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 126 North 18th Ave, Melrose Park, IL 60160

REAL PROPERTY TAX IDENTIFICATION NUMBER: 15-10-106-034-0000

PARCEL 5:

A first Mortgage & Assignment of Rents, made by Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, Successor Trustee to LaSalle Bank, NA as Trustee Under Trust Agreement Dated June 16, 2003 and Known As Trust No. 131383 to International Bank of Chicago, bearing the date **November 13, 2014** and recorded in the Recorder's Office of Cook County, in the State of Illinois, as document **1432208110 & 1432208111**, recorded the date **November 18, 2014**, and a second Mortgage & Assignment of Rents, made by Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, Successor Trustee to LaSalle Bank, NA as Trustee Under Trust Agreement Dated June 16, 2003 and Known As Trust No. 131383 to International Bank of Chicago, bearing the date **October 1, 2015** and to be recorded in the Recorder's Office of Cook County, in the State of Illinois, to the premises therein described as follows, situated in the County of Cook County, in State of Illinois, to wit:

LEGAL DESCRIPTION:

LOT 45 IN BLOCK 105 IN MELROSE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 126 North 18th Ave, Melrose Park, IL 60160

REAL PROPERTY TAX IDENTIFICATION NUMBER: 15-10-106-033-0000

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RECITALS:

A. Borrower had requested that Bank to originate or extend loan No. 42749 and loan No. 41718 to Borrower in the aggregate current principal amount of \$1,319,548 ("Loans"), and Bank had agreed to do so, subject to the terms and conditions contained in the documents, including but not limited to the Promissory Note on Loan No. 42749 dated October 1, 2015 and the Promissory Note on Loan No. 41718 dated November 13, 2014 which were signed in conjunction with the Loans and also subject to the terms and conditions set forth herein.

B. The Loans are evidenced by the Promissory Note (Loan No. 42749) dated October 1, 2015 to Lender and the Promissory Note (Loan No. 41718) dated November 13, 2014 by Borrower to Lender, in the aggregate principal amount of \$1,330,000 ("Notes") and the Loans are secured by collateral of the Borrowers including but not limited to a first Mortgage and Assignment of Rents on the property commonly known as **117 N. Broadway AKA 117 N. 19th Avenue, Melrose Park, IL 60160, PIN: 15-10-106-013-0000 and 15-10-106-014-0000**; a first Mortgage and Assignment of Rents on the property commonly known as **122 N. 18th Avenue, Melrose Park, IL 60160, PIN: 15-10-106-035-0000 and 15-10-106-036-0000**; a first and a second Mortgage and Assignment of Rents on the property commonly known as **119-127 North Broadway, Melrose Park, IL 60160, PIN: 15-10-106-012-0000**; a first and a second Mortgage and Assignment of Rents on the property commonly known as **126 North 18th Ave, Melrose Park, IL 60160, PIN: 15-10-106-034-0000**; a first and a second Mortgage and Assignment of Rents on the property commonly known as **126 North 18th Ave, Melrose Park, IL 60160, PIN: 15-10-106-033-0000**

C. Bank has required that the Notes shall be cross collateralized so that the collateral for each loan as evidenced by said notes shall constitute collateral for the other and shall be cross collateralized with one another so that in an event of default under either of any said notes, the collateral shall constitute collateral for the other, all at the discretion of the Bank and at the Bank's sole option.

D. Bank has required that the Notes shall be cross-defaulted so that an event of default or the occurrence of any default of the Borrower under either of any said Notes shall constitute an event of default with respect to the other, at the sole discretion of the Bank and at the Bank's sole option.

Agreement

Now, THEREFORE, for value received and for good and valuable consideration, receipt of which is acknowledged, the undersigned do hereto agree as follows:

1. Borrowers agree that at all times and until payment in full of all of the indebtedness, liabilities and obligations of whatsoever kind or nature of the borrower to the Bank,

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including the Notes and all liabilities (as defined in the Notes), the Notes shall be cross-collateralized with one another so that the collateral that secures either shall also constitute collateral for the other.

2. Borrowers agree that at all times and until payment in full of all of the indebtedness, liabilities and obligations of whatsoever kind of nature of the Borrower to the Bank, including the Notes and all liabilities (as defined in the Notes), the Notes shall be cross-defaulted with one another so that any default under either shall constitute a default under all Notes.

3. Borrowers further agree that in the event of default, the Bank shall be entitled to exercise concurrently, successively, or selectively, any and all of the remedies contained in the Notes and any or all of the Loan documents applicable thereto, and may realize upon the collateral securing any Note, as security for collateral of the others, whether the same is pledged by the Borrower and may apply the proceeds of the same against any indebtedness, liabilities, or obligations of the Borrower to the Bank and in such amounts as the Bank in its sole option shall elect.

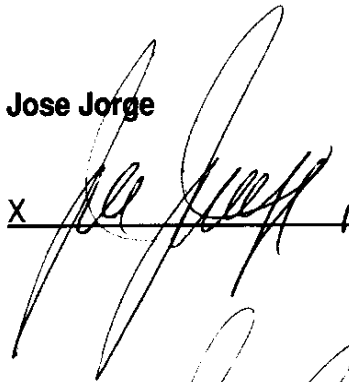
Dated at Chicago, Illinois as of the date specified above.

IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT as of the day and first above written.

BORROWER:

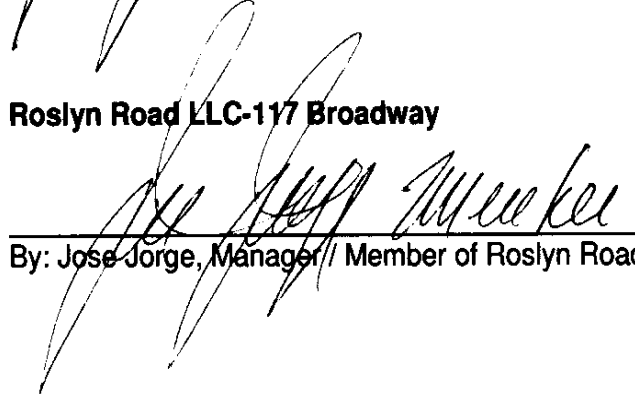
Jose Jorge

X



Roslyn Road LLC-117 Broadway

By: Jose Jorge, Manager / Member of Roslyn Road LLC-117 Broadway



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Melrose on Broadway L.L.C.

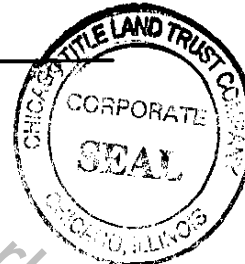

By: Jose Jorge, Manager / Member of Melrose on Broadway L.L.C.

Melrose on 18th LLC


By: Jose Jorge, Manager / Member of Melrose on 18th LLC

Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company,
Successor Trustee to LaSalle Bank, NA as Trustee Under Trust Agreement Dated
June 16, 2003 and Known As Trust No. 131382, and not personally.

x  **TRUST OFFICER**
Authorized Signer for Chicago Title Land Trust Company



Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company,
Successor Trustee to LaSalle Bank, NA as Trustee Under Trust Agreement Dated
June 16, 2003 and Known As Trust No. 131383, and not personally.

x  **TRUST OFFICER**
Authorized Signer for Chicago Title Land Trust Company

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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LENDER:

INTERNATIONAL BANK OF CHICAGO

By: *Dan, Gavin Vice President*
Authorized Signer of International Bank of Chicago

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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CROSS COLLATERAL AND CROSS DEFAULT AGREEMENT (Continued)

INDIVIDUAL ACKNOWLEDGEMENT

State of IL)
County of Cook)ss

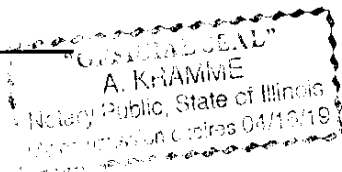
On this before me, the undersigned Notary Public, personally appeared, **Jose Jorge** to me known to be the individual described in and who executed the Cross Collateral and Cross Default Agreement, and acknowledged that he or she signed the Agreement as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1st day of October, 2015, 2014.

By [Signature] Residing at _____

Notary Public in and for the State of IL

My Commission expires 4/16/19



CORPORATE ACKNOWLEDGMENT

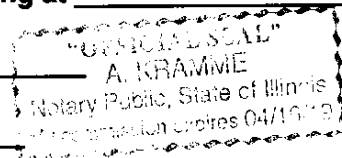
State of IL)
County of Cook)ss

On this 1st day of October, 2015, before me, the undersigned Notary Public, personally appeared **Jose Jorge, Manager / Member of Roslyn Road LLC-117 Broadway** and known to me to be a member or designated agent of the limited liability company that executed the Cross Collateral and Cross Default Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By [Signature] Residing at _____

Notary Public in and for the State of IL

My Commission expires 4/16/19



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CROSS COLLATERAL AND CROSS DEFAULT AGREEMENT (Continued)

CORPORATE ACKNOWLEDGMENT

State of IL
County of COOK)ss

On this 18th day of October 2015 before me, the undersigned Notary Public, personally appeared **Jose Jorge, Manager / Member of Melrose on Broadway L.L.C.** and known to me to be a member or designated agent of the limited liability company that executed the Cross Collateral and Cross Default Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By [Signature] Residing at _____

Notary Public in and for the State of IL

My Commission expires 4/16/19



CORPORATE ACKNOWLEDGMENT

State of IL
County of COOK)ss

On this 18th day of October 2015 before me, the undersigned Notary Public, personally appeared **Jose Jorge, Manager / Member of Melrose on 18th LLC** and known to me to be a member or designated agent of the limited liability company that executed the Cross Collateral and Cross Default Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By [Signature] Residing at _____

Notary Public in and for the State of IL

My Commission expires _____



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CROSS COLLATERAL AND CROSS DEFAULT AGREEMENT (Continued)

TRUST ACKNOWLEDGMENT

State of Illinois
County of Cook)ss

On this 1st day of October 2015 before me, the undersigned Notary Public, personally appeared Silvia Medina, ~~TRUST OFFICER~~ of Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, Successor Trustee to LaSalle Bank, NA as Trustee Under Trust Agreement Dated June 16, 2003 and Known As Trust No. 131382 and known to me to be a member or designated agent of the limited liability company that executed the Cross Collateral and Cross Default Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By June Stout Residing at 7/1/17
1100 Lake St Ste 165
Oak Park IL 60301
Notary Public in and for the State of Illinois
My Commission expires 7/1/17
"OFFICIAL SEAL"
JUNE STOUT
Notary Public, State of Illinois
My Commission Expires 07/01/2017

TRUST ACKNOWLEDGMENT

State of Illinois
County of Cook)ss

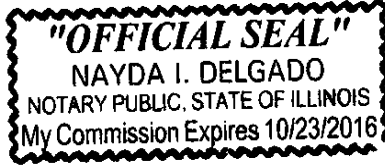
On this 1st day of October 2015 before me, the undersigned Notary Public, personally appeared Silvia Medina, ~~TRUST OFFICER~~ of Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust Company, Successor Trustee to LaSalle Bank, NA as Trustee Under Trust Agreement Dated June 16, 2003 and Known As Trust No. 131383 and known to me to be a member or designated agent of the limited liability company that executed the Cross Collateral and Cross Default Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By June Stout Residing at 1100 Lake St Ste 165
Oak Park IL 60301
Notary Public in and for the State of Illinois
My Commission expires 7/1/17
"OFFICIAL SEAL"
JUNE STOUT
Notary Public, State of Illinois
My Commission Expires 07/01/2017

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CROSS COLLATERAL AND CROSS DEFAULT AGREEMENT (Continued)

LENDER ACKNOWLEDGMENT



State of Illinois)
County of Cook)ss

On this 1 day of Oct., 2015 before me, the undersigned Notary Public, personally appeared Demis Laria, authorized agent for **International Bank of Chicago**, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **International Bank of Chicago**, duly authorized by **International Bank of Chicago** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **International Bank of Chicago**.

By Nayda I. Delgado Residing at 1210 Central Ave
Wilmette IL.

Notary Public in and for the State of Illinois

My Commission expires 10/23/16