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**CROSS-COLLATERALIZATION  
AND CROSS DEFAULT  
AGREEMENT**

Doc#: 1613049121 Fee: \$72.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A.Yarbrough  
Cook County Recorder of Deeds  
Date: 05/09/2016 03:30 PM Pg: 1 of 5

Doc#: Fee: \$6.00  
Karen A.Yarbrough  
Cook County Recorder of Deeds  
Date: 05/09/2016 03:30 PM Pg: 0

THIS CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT, made and entered into by and between, MICHAEL SKREKO ("Borrower"); and FNBC BANK & TRUST, SUCCESSOR IN INTEREST TO STATE BANK OF ILLINOIS ("Lender").

RECITALS

- A. Prior to the execution of this Agreement, Borrowers have the following outstanding loans with Lender.:

| <u>FNBC Loan#</u> | <u>Commitment Amount</u> | <u>Principal Balance (as of 04/27/2016)</u> |
|-------------------|--------------------------|---|
| ***0708-20896     | N/A                      | \$ 249,549.01                               |
| ***0708-20897     | N/A                      | \$ 280,509.71                               |
| ***0708-20969     | N/A                      | \$ 287,743.02                               |

Said loans shall be collectively referred to as "the Pre-existing Loans."

- B. Borrowers and Lender have pledged the following property as collateral for the Pre-existing Loans.

1942 S Elmwood Ave., Berwyn, IL 60402  
2244 S Gunderson Ave., Berwyn, IL 60402  
1915 S. Grove Ave., Berwyn, IL 60402

(all as more fully described on Exhibit A hereto)

- C. Borrowers acknowledge that the loan documents for each and every one of the loans listed in "the Pre-Existing Loans" contain language providing that any act of default on one loan shall be an event of default on all other loans listed in paragraph A above.
- D. Borrowers acknowledge that the loan documents for each and every one of the loans listed in "the Pre-Existing Loans" contain language providing that any collateral pledged to secure one loan shall also serve as collateral for each and every other loan made by Borrowers, to Lender.
- E. That contemporaneously with the execution of this agreement, Lender, at the request of Borrower, is extending the following additional loans/credit to Borrower:

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**1) Loan of \$394,000.00, secured in part by the following parcels of real estate:**

**5424 W. 26<sup>th</sup> St., Cicero, IL 60804**

(as more fully described on "Exhibit B" attached hereto)

(hereinafter collectively referred to as "the New Loan")

- F. Borrower acknowledges that a condition of Lender making the New Loan that the Borrowers agree that all of "the Pre-existing Loans" of Borrowers and "the New Loan" to be issued in contemplation of this agreement shall continue to be cross-defaulted and cross-collateralized with each every loan made by Borrowers to Lender.

NOW THEREFORE, in consideration of "the New Loan" being made by Lender to Borrowers, Borrowers do hereby covenant and agree:

1. That any default under any other term and/or provision of any one of the Notes, evidencing one of the obligations referred hereinabove as "the Pre-existing Loans", and/or "the New Loan" or under any of the terms and provisions of any mortgage, security agreement or guaranty agreement securing any such obligation or in the terms and provisions of any Loan Agreement or any other loan documentation relating to any such obligations, shall constitute a default under all of the notes evidencing all of said obligations, as well as under all of the mortgages, security agreement(s), and/or guaranty agreement(s) and/or securing any or all of said obligations and any Loan Agreement(s) which govern said obligations, and any such default shall entitle Lender to exercise each and every right available to it under each and every of said documents, including, but not limited to, the right to foreclose against and sell any collateral, whether real or personal, securing any of said obligations as if said collateral secured all of said obligations.
2. That all real estate, as listed in Paragraph B and E above and described on Exhibits A-C inclusive, and any all collateral pledged by Borrowers to Lender after the date of this Agreement, shall secure each and every note and obligation of Borrowers.
3. Proceeds of the enforcement of any foreclosure or the exercise of any creditor remedy shall be applied to the payment of Borrowers' total indebtedness in such order as Lender may determine in Lender's sole discretion.
4. The provisions of Paragraph 1 and Paragraph 2 above shall also apply to: a) any and all extensions, renewals, modifications, substitutions, replacements, and changes to the "the Pre-existing Loans" and/or "the New Loan"; and b) Any and all other notes and/or collateral documents executed by the Borrowers to evidence an obligation owing to Lender after the date of this agreement.

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5. WAIVER OF TRIAL BY JURY. BORROWERS (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.

Dated: May 2, 2016

BY:   
MICHAEL SKREKO

**FNBC BANK AND TRUST**

BY:   
JOSEPH KROC ITS: VICE PRESIDENT

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## EXHIBIT A

### LEGAL DESCRIPTIONS

LOT 78 (EXCEPT THE NORTH 9 FEET THEREOF) IN BERWYN MANOR, A SUBDIVISION OF THE SOUTH 1,271.30 FEET OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1942 S Elmwood Avenue, Berwyn, IL 60402

PERMANENT INDEX NUMBER: 16-19-422-028-0000

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LOT 24 IN BLOCK 3 IN GROH AND CHRISTIAN'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2244 S Gunderson Avenue, Berwyn, IL 60402

PERMANENT INDEX NUMBER: 16-30-205-034-0000

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LOT 58 IN BERWYN GARDENS, A SUBDIVISION OF THE SOUTH 1271.3 FEET OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1915 S. Grove Avenue, Berwyn, IL 60402

PERMANENT INDEX NUMBER: 16-19-323-007-0000

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## EXHIBIT B

### LEGAL DESCRIPTIONS

LOTS 67 AND 68 IN BLOCK 13 IN MORTON PARK LAND ASSOCIATION, A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

5424 W 26TH ST., CICERO, IL 60804

PERMANENT INDEX NUMBER: 16-28-129-027-0000 AND 16-28-129-028-0000

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