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KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/07/2017 03:06 PM PG: 1 OF 23

8936853/8894401-Tms(242)

# CROSS COLLATERALIZATION AND CROSS DEFAULT AGREEMENT AND AMENDMENT TO LOAN DOCUMENTS

This Cross Collateralization and Cross Default Agreement and Amendment to Loan Documents (this "Agreement") is dated as of the 26<sup>th</sup> day of June, 2017 (the "Effective Date"), and is among MILWAUKEE FOSTER, L.L.C., an Illinois limited liability company ("Milwaukee Borrower"), CORE PROPERTY GROUP, L.L.C., an Illinois limited liability company ("Core Borrower"), PACE PROPERTY GROUP, L.L.C., an Illinois limited liability company ("Pace Borrower") (the Core Borrower and the Pace Borrower are hereinafter collectively referred to as the "Core Loan Borrowers"); GEORGE D. HANUS ("Guarantor") and ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association ("Lender"). Milwaukee Borrower, Core Borrower, Pace Borrower and Guarantor are hereinafter referred to as the "Debtor Parties".

#### **RECITALS:**

A. Pursuant to that certain Construction Loan Agreement (the "Milwaukee Loan Agreement") dated as of October 16, 2012, by and among Milwaukee Eorrower, Guarantor and Lender, Lender extended a loan (the "Milwaukee Loan") in the amount of Three Million Two Hundred Twenty-Five Thousand and No/100 Dollars (\$3,225,000.00) to Milwaukee Borrower. In connection with the Milwaukee Loan, Milwaukee Borrower executed a Note (the "Milwaukee Note") dated as of October 16, 2012, payable to the order of Lender in the original trincipal amount of \$3,225,000.00. The Milwaukee Loan is evidenced and secured by the loan documents (the "Milwaukee Loan Documents") listed on attached Exhibit A-1, including, without limitation, that certain Construction Mortgage (the "Mortgage") and Collateral Assignment of Rents and Leases, each dated as of October 16, 2012, executed by Milwaukee Borrower in favor of Lender, which were recorded with the Recorder of Deeds for Cook County, Illinois on December 4, 2012, as Document Nos. 1233904054 and 1233904055, respectively, which are currently a lien upon and encumber the property described on attached Exhibit B-1 (the "Milwaukee Mortgaged Premises"). As of the Effective Date, the outstanding principal balance of the Milwaukee Loan as evidenced by the Milwaukee Note is \$2,880,089.60.

- Lender extended a loan (the "Core Loan") in the amount of Seven Hundred Fifty B. Thousand and No/100 Dollars (\$750,000.00) to Core Borrower and Pace Borrower. In connection with the Core Loan, Core Borrower executed a Note (the "Core Note") dated as of March 5, 2014, payable to the order of Lender in the original principal amount of \$750,000.00. The Core Loan is evidenced and secured by the loan documents (the "Core Loan Documents") listed on attached Exhibit A-2, including, without limitation, that certain Mortgage and Collateral Assignment of Rents and Leases, each dated as of March 5, 2014, executed by Core Borrower in favor of Lender, which were recorded with the Recorder of Deeds for Cook County, Illinois on March 31, 2014, as Document Nos. 1409041078 and 1409041079, respectively, which are currently a lien upon and encumber the property described on attached Exhibit B-2 (the "Core Mortgageo Premises") and that certain Mortgage Spreader Agreement and Modification of Mortgage, Colleteral Assignment of Rents and Leases and Loan Documents dated as of January 1, 2016, made by Pace Borrower to and for the benefit of Lender encumbering the property legally described (notatached Exhibit B-3 (the property legally described on Exhibits B-2 and B-3 is hereinafter referred to as the "Core Mortgaged Premises"). As of the Effective Date, the outstanding principal balance of the Core Loan as evidenced by the Core Note is \$695,231.00.
- C. The Milwaukee Loan and the Core Loan are hereinafter collectively referred to as the "Debtor Party Loans" and the Milwaukee Loan Documents and the Core Loan Documents are hereinafter collectively referred to as the "Debtor Party Loan Documents".
- D. The members of the Milwaukee Borrower are the same or an affiliate of the members of Core Borrower and Pace Borrower and the Guarantor is the guarantor under each of the Debtor Party Loans.
- E. Lender and the Core Loan Borrowers have agreed to make certain modifications to the Core Loan including, without limitation, shortening the Maturity Date under the Core Note, removing the Debt Service Coverage Ratio covenant and waiving certain defaults by the Core Loan Borrowers under the Core Loan Documents (the "Core Loan Modifications"), due to the economic status of the Core Mortgaged Premises and in consideration of Lender modifying the Core Loan, Lender has required that (i) the collateral described in the Milwaukee Loan Documents shall be collateral for (a) the Core Loan, (b) the Core Note and (c) the Core Loan Borrowers' obligations under the Core Loan Documents, (ii) the collateral described in the Core Loan Documents shall be collateral for (a) the Milwaukee Loan, (b) the Milwaukee Note, and (c) the Milwaukee Borrower's obligations under the Milwaukee Loan Documents and (iii) the Debtor Party Loan Documents are cross-defaulted so that an Event of Default under any of the Debtor Party Loan Documents shall constitute an Event of Default under each of the Debtor Party Loan Documents. In consideration of the Core Loan Modifications, the Debtor Parties have agreed to enter into this Agreement and the above-referenced requirements.
- F. Debtor Parties have each agreed to execute this Agreement to induce Lender to modify the Core Loan and, but for this Agreement, Lender would not modify the Core Loan.
- NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor Parties hereby agree as follows:

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- 1. The Recitals are hereby incorporated into and shall become part of this Agreement.
- 2. As a condition precedent to the effectiveness of this Agreement, Debtor Parties shall concurrently herewith deliver to Lender, in form and substance satisfactory to Lender, the items which are referred to on the Document Checklist attached hereto as Exhibit C.
- 3. Notwithstanding anything to the contrary contained in the Milwaukee Loan Documents and the Core Loan Documents, the Debtor Parties and Lender hereby agree that (i) the collateral described in the Milwaukee Loan Documents shall secure all of the indebted loss, liabilities and obligations of the Core Loan Borrowers under the Core Loan Documents and (ii) the collateral described in the Core Loan Documents shall secure all of the indebtedness, liabilities and obligations of the Milwaukee Borrower under the Milwaukee Loan Documents.
- 4. The Debtor Parties hereby acknowledge that Lender would not modify the Core Loan unless the collateral described in the Core Loan Documents were additional security for the Milwaukee Loan and the collateral described in the Milwaukee Loan Documents were additional security for the Core Loan and the members, managers, officers and directors of the Debtor Parties will receive a direct financial benefit by Lender modifying the Debtor Party Loan Documents. Milwaukee Borrower he eby hypothecates and pledges the collateral described in the Milwaukee Loan Documents as security for the Core Loan and any amendments, modifications, extensions or renewals of the Core Loan Documents as security for the Milwaukee Loan and any amendments, modifications, extensions or renewals of the Milwaukee Loan Documents.
- 5. Any default, event of default or Event of Default, after expiration of any applicable notice and cure period (an "Event of Default") by any or all of the Debtor Parties or Guarantor in the performance or observance of any payment, coverant, promise, condition or agreement of the Milwaukee Loan Documents or the Core Loan Documents, respectively, shall be deemed an Event of Default under the Milwaukee Loan Documents and the Core Loan Documents, entitling Lender to exercise any or all of the remedies provided for in the Milwaukee Loan Documents and the Core Loan Documents and Lender may apply the proceeds of any realization upon any collateral, as a result of the exercise of such remedies, to amounts due Lender under the Milwaukee Loan or to amounts due Lender under the Core Loan in such manner as Lender may elect in its sole discretion.
- 6. Failure by Lender to exercise any right which it may have under the Milwaukee Loan Documents or the Core Loan Documents shall not be deemed a waiver thereof unless so agreed in writing by Lender, and the waiver by Lender of any Event of Default by any of the Debtor Parties under the Milwaukee Loan Documents or the Core Loan Documents shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion.
- 7. This Agreement also constitutes an amendment to each of the Milwaukee Loan Documents and the Core Loan Documents and supersedes any provisions of such

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documents which are inconsistent with the terms of this Agreement. The Milwaukee Loan Documents are hereby amended to provide that the collateral described in the Milwaukee Loan Documents secures the obligations, liabilities and indebtedness of the Core Loan Borrowers under the Core Loan Documents and any modifications, amendments, extensions or renewals of the Core Loan Documents. The Core Loan Documents are hereby amended to provide that the collateral described in the Core Loan Documents secures the obligations, liabilities and indebtedness of the Milwaukee Borrower under the Milwaukee Loan Documents and any modifications, amendments, extensions or renewals of the Milwaukee Loan Documents.

- 8. Milwaukee Borrower further agrees that the collateral described in the Milwaukee Loan Documents shall be subject to disposition in accordance with the terms of the Milwaukee Loan Documents, as modified by this Agreement, upon the occurrence of an Event of Default (as defined above), including without limitation, failure to pay any amounts due under the Core Loan Documents on or before the date such payments are due. The Core Loan Borrowers further agree that the collateral described in the Core Loan Documents shall be subject to disposition in accordance with the terms of the Core Loan Documents, as modified by this Agreement, upon the occurrence of an Event of Default (as defined above), including without limitation, failure to pay any amounts due under the Milwaukee Loan Documents on or before the date such payments are due.
- 9. Milwaukee Borrove: hereby agrees to do whatever is reasonably required in order for Lender to perfect and continue to perfect Lender's mortgages, security interests, liens and encumbrances on the collateral described in the Milwaukee Loan Documents as security for the Core Loan and as Lender may from time to time reasonably require. The Core Loan Borrowers hereby agree to do whatever is reasonably required in order for Lender to perfect and continue to perfect Lender's mortgages, security interests, liens and encumbrances on the collateral described in the Core Loan Documents as security for the Milwaukee Loan and as Lender may from time to time reasonably require.
- 10. Milwaukee Borrower hereby grants Lender the same rights, power and remedies as set forth in the Milwaukee Loan Documents upon the occurrence of an Event of Default (as defined above) with respect to the indebtedness, liabilities and obligations due Lender under the Core Loan until all of the indebtedness, liabilities and obligations due Lender under the Core Loan has been paid in full. Milwaukee Borrower consents to any extensions or renewals from time to time of any of the indebtedness, liabilities or obligations are under the Core Loan and waives any notice of any creation, existence, extension or renewal of any such indebtedness, liabilities and obligations. The Core Loan Borrowers hereby grant Lender the same rights, power and remedies as set forth in the Core Loan Documents upon the occurrence of an Event of Default (as defined above) with respect to the indebtedness, liabilities and obligations due Lender under the Milwaukee Loan until all of the indebtedness, liabilities and obligations due Lender under the Milwaukee Loan has been paid in full. The Core Loan Borrowers consent to any extensions or renewals from time to time of any of the indebtedness, liabilities or obligations due under the Milwaukee Loan and waives any notice of any creation, existence, extension or renewal of any such indebtedness, liabilities and obligations.
- 11. Any notice, demand, request or other communication desired to be given or required pursuant to the terms hereof shall be in writing and shall be delivered by personal

service or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight express courier, freight prepaid, addressed as follows or to such other address as the parties hereto may designate in writing from time to time:

Core Loan

Borrowers:

Core Property Group, L.L.C.

Pace Property Group, L.L.C.

c/o Aetna Development Corporation 200 West Madison Street, Suite 4200

Chicago, Illinois 60606 Attn: George D. Hanus

Barack Ferrazzano Kirschbaum & Nagelberg LLP

200 West Madison Street, Suite 3900

Chicago, Illinois 60606 Atm. Thomas H. Page, Esq.

Milwaukee Borrower: Milwaukee Foster, L.L.C.

c/o Aetna Development Corporation 200 West Ma iis on Street, Suite 4200

Chicago, Illinois 69636 Attn: George D. Hanus

With a Copy to:

Barack Ferrazzano Kirschoaum & Nagelberg LLP

200 West Madison Street, Suite 3900

Chicago, Illinois 60606 Attn: Thomas H. Page, Esq.

Guarantor:

George D. Hanus

c/o Aetna Development Corporation 200 West Madison Street, Suite 4200

Chicago, Illinois 60606

With a Copy to:

Clort's Office Barack Ferrazzano Kirschbaum & Nagelberg LLP

200 West Madison Street, Suite 3900

Chicago, Illinois 60606 Attn: Thomas H. Page, Esq.

Lender:

Associated Bank, National Association

525 W. Monroe Street, 24th Floor

Chicago, Illinois 60661 Attn: Krista Casper

With a Copy to:

Hamilton Thies & Lorch LLP

200 S. Wacker Drive, Suite 3800

Chicago, Illinois 60606 Attn: Thomas P. Duffy

Any such notice, demand, request or other communication shall be deemed given when personally delivered or if mailed three days after deposit in the mail or if delivered by a nationally recognized overnight express courier, freight prepaid, the next business day after delivery to such courier.

- 12. Time is hereby declared to be of the essence of this Agreement and of every part hereof.
- right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy provided by law or in equity. No notice to or demand on any of the Debtor Parties, in any case shall, in and of itself, entitle each of the Debtor Parties to any other or further notice or demand in similar other circumstances or constitute a waiver of the rights of Lender to any other or further action in any circumstances without notice or demand.
- 14. In all other respects, the terms and provisions of the Debtor Party Loan Documents, as hereby amended, shall remain in full force and effect.
- 15. This Agreement and the Debtor Party Loan Documents constitute the entire agreement between the Debtor Parties hereto, and all representations and warranties set forth herein and in the Debtor Party Loan Documents shall be deemed to be true in all material respects as of the date hereof. This Agreement may not be modified except by agreement in writing signed by the Debtor Parties hereto.
- 16. This Agreement shall inure to the benefit of Lender and its successors and assigns and be binding upon the Debtor Parties and their respective successors and assigns.
- 17. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 18. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- 19. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be fully effective, valid and enforceable under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent required by applicable law, and to the fullest extent permitted by applicable law the remainder of such provision and the remaining provisions of this Agreement shall remain fully effective, valid and enforceable.
- 20. Except for the modifications expressly set forth herein, all other terms and conditions of the Debtor Party Loan Documents shall remain unchanged and in full force and effect and are hereby restated, reaffirmed, ratified and confirmed by Debtor Parties in all respects. This Agreement or any action or inaction taken by Lender in connection with the

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Debtor Party Loans shall not discharge, diminish, adversely affect, release, or waive any of the liabilities or obligations of Debtor Parties to Lender. All obligations and liabilities of Debtor Parties are expressly renewed, restated, reaffirmed, ratified and brought forward, except as expressly set forth herein. Lender's rights and remedies are not waived, released or compromised in connection with Debtor Parties' indebtedness to Lender. This Agreement is not a novation or an accord and satisfaction of the amounts due and owing to Lender. This Agreement and any documents executed pursuant to this Agreement shall not cause a novation of any of the Debtor Party Loan Documents, nor shall they extinguish, terminate or impair Debtor Parties' obligations under the Debtor Party Loan Documents. In addition, this Agreement and any documents executed pursuant to this Agreement shall not release, affect or impair the priority of any security interests and liens held by Lender in any assets of Debtor Parties. To the extent that any provision of this Agreement conflicts with any terms or conditions set forth in the Debtor Party Loan Documents, the provisions of this Agreement shall supersede and control. Debtor Parties shall continue to comply with all undertakings, obligations and representations set forth in the Debtor Party Loan Dockments to the extent not modified in this Agreement. Except as expressly provided herein, the execution and delivery of this Agreement shall not (a) constitute an extension, modification or waiver of any aspect of the Debtor Party Loan Documents, (b) extend the terms of the Debtor Party Loan Documents or the due date of any of the Indebtedness or Obligations, (c) establish a cours of dealing between Lender, Debtor Parties or give rise to any obligation on the part of Lender to extend, modify or waive any term or condition of the Debtor Party Loan Documents, (d) give rise to any defenses or counterclaims to Lender's right to compel payment of the Indebtedness or Obligations or its rights and remedies under the Milwaukee Note, Core Note and the other Debtor Party Loan Documents; (e) give rise to any defenses or counterclaims to Lender's right to compel payment of Debtor Parties' obligations under the Debtor Party Loan Documents or to otherwise coforce its rights and remedies under the Milwaukee Note, the Core Note and the other Debtor Party Loan Documents; and (f) notwithstanding anything contained herein or in any other documents or agreements or on account of any other facts or circumstances, Lender shall have no obligations to Debtor Parties, except under or in connection with this Agreement and the Debtor Party Loan Documents. Except as otherwise expressly set forth in this Agreement, Debtor Paraes hereby represent and warrant that no Event of Default has occurred under any of the Debtor Party Loan Documents.

21. Lender hereby notifies and Debtor Parties hereby acl nowledge that, pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 10136 (the "Patriot Act"), Lender is required to obtain, verify and record information that identifies Debtor Parties. Debtor Parties agree to provide Lender, promptly upon Lender's request, such information and documentation as Lender shall require for purposes of complying with the requirements of the Patriot Act, the federal regulations issued pursuant to the Patriot Act and any customer identification program established by Lender in accordance therewith.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK SEE FOLLOWING PAGE FOR SIGNATURES]

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НТ. 00165147

IN WITNESS WHEREOF, the Debtor Parties hereto have executed this Agreement as of the day and year first above written.

CORE PROPERTY GROUP, L.L.C., an Illinois limited liability company
By: GEORGE D. HANUS, President
PACE PROPERTY GROUP, L.L.C., an Illinois limited liability company  By:  GEORGE D. HANUS, President
MILWAUKEE FOSTER, L.L.C., an Illinois limited liability company
GEORGE D. HANUS, President  GEORGE D. HANUS, Individually
ASSOCIATED BANK, NATIONAL ASSOCIATION a national banking association
By: Its

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# **UNOFFICIAL COPY**

IN WITNESS WHEREOF, the Debtor Parties hereto have executed this Agreement as of the day and year first above written.

CORE PROPERTY GROUP, L.L.C., an Illinois limited liability company
By: GEORGE D. HANUS, President
PACE PROPERTY GROUP, L.L.C., an Illinois limited liability company
PACE PROPERTY GROUP, L.L.C., an Illinois limited liability company  By:  GEORGE D. HANUS, President  MILWAUKEE FOSTER, L.L.C., an Illinois limited liability company  By:
MILWAUKEE FOSTER, L.L.C., an Illinois limited liability company
By: GEORGE D. HANUS, President
GEORGE D. HANUS, Individually
ASSOCIATED FANK, NATIONAL ASSOCIATION, a national banking association
By: Krista A. Casper
Senior Vice President

Colling Clark's Office

## **UNOFFICIAL COPY**

#### STATE OF ILLINOIS

#### COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that GEORGE D. HANUS, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the President of Core Property Group, L.L.C., an Illinois limited liability company, appeared before me and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

My Commission Expires:

OFFICIAL SEAL THOMAS H PAGE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/16/20

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## **UNOFFICIAL COPY**

#### STATE OF ILLINOIS

#### COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that GEORGE D. HANUS, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the President of Pace Property Group, L.L.C., an Illinois limited liability company, appeared before me and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this	26 th day of	June	, 2017.
Thomas Hoge			
	NOTARY I	PUBLIC	
My Commission Expires:			
OFFICIAL SEAL THOMAS H PAGE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/16/20	C <sub>O</sub> ,		
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		16/4/5	
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Office

## **UNOFFICIAL COPY**

#### STATE OF ILLINOIS

#### COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that GEORGE D. HANUS, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the President of Milwaukee Foster, L.L.C., an Illinois limited liability company, appeared before me and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

_	GIVEN under my hand and notarial seal this	ZIM	day of _	June	
20 <u>17</u> .	0			40.0	
	Q <sub>A</sub>	Wo.	mas t	ragx	
		OTARY	Y PUBLIC		

My Commission Expires:

OFFICIAL SEAL
THOMAS H PAGE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/16/20

County Clark's Office

# **UNOFFICIAL COPY**

#### STATE OF ILLINOIS

#### COUNTY OF COOK

l, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that GEORGE D. HANUS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

My Commission Expires

OFFICIAL SEAL
THOMAS H PAGE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/16/20

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# **UNOFFICIAL COP**

COUNTY OF COOK 1, Evelun D. , a Notary Public in and for the said County, in THAT Kristo A. Cospor the CERTIFY of ASSOCIATED BANK, NATIONAL , being the  $\mathbb{SW}$ 

ASSOCIATION, a national banking association, and who is personally known to me to be the same per on whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that Spe signed and delivered the said instrument as ber own free and voluntary act and as the free and voluntary act of said national banking association for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of 20 17. Cotton Clarks Office

My Commission Expires:

STATE OF ILLINOIS

OFFICIAL SEAL **EVELYN D** TURNER NOTARY PUBLIC - STATE OF ILLINOIS

#### EXHIBIT A-1

#### MILWAUKEE LOAN DOCUMENTS

Construction Loan Agreement dated as of October 16, 2012, by and among Milwaukee Foster, L.L.C., an Illinois limited liability company ("Milwaukee Borrower"), George D. Hanus ("Guarantor") and Associated Bank, National Association ("Lender").

Note dated as of October 16, 2012, executed by Milwaukee Borrower payable to the order of Lender in the original principal amount of Three Million Two Hundred Twenty-Five Thousand and No/100 Dollars (\$3,225,000.00);

Construction Mortgage dated as of October 16, 2012, executed by Milwaukee Borrower, as Mortgagor, in layor of Lender, as Mortgagee, encumbering the property legally described therein;

Collateral Assignment of Rents and Leases dated as of October 16, 2012, executed by Milwaukee Borrower, as Assignor, in favor of Lender, as Assignee;

Security Agreement dated as of October 16, 2012, executed by Milwaukee Borrower, as Debtor in favor of Lender, as Secured Party;

Guaranty of Payment and Performance dated as of October 16, 2012, executed by Guarantor in favor of Lender;

Environmental Indemnity Agreement dated as of Scober 16, 2012, executed by Milwaukee Borrower and Guarantor in favor of Lender;

Collateral Assignment of Contract and Permits dated as of Cotober 16, 2012, executed by Milwaukee Borrower in favor of Lender;

UCC Financing Statements;

March 2014 Loan Modification Agreement dated as of March 5, 2014, by and among Milwaukee Borrower, Guarantor and Lender;

Reaffirmation of Guaranty dated as of March 5, 2014, executed by Guarantor to and for the benefit of Lender;

Reaffirmation of Environmental Indemnity Agreement dated as of March 5, 2014, executed by Milwaukee Borrower and Guarantor in favor of Lender; and

Cross Collateralization and Cross Default Agreement and Amendment to Loan Documents is dated as of March 5, 2014, by and among Milwaukee Borrower, Core Borrower, Guarantor and Lender.

September 2015 Loan Modification Agreement dated as of September 1, 2015, between Milwaukee Borrower, Guarantor and Lender.

- K. Reaffirmation of Guaranty dated as of September 1, 2015, executed by Guarantor to and for the benefit of Lender.
- L. Reaffirmation of Environmental Indemnity Agreement dated as of September 1, 2015, executed by Milwaukee Borrower and Guarantor to and for the benefit of Lender.

COOK COUNTY RECORDER OF DEEDS

### **EXHIBIT A-2**

#### **CORE LOAN DOCUMENTS**

Note dated as of March 5, 2014, executed by Core Property Group, L.L.C., an Illinois limited liability company ("Core Borrower") payable to the order of Associated Bank, National Association, a national banking association ("Lender") in the original principal amount of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00);

Mortgage dated as of March 5, 2014, executed by Core Borrower, as Mortgagor, in favor of Lender, as Mortgagee, encumbering the property legally described therein;

Collateral Assignment of Rents and Leases dated as of March 5, 2014, executed by Core Borrower, as Assigner, in favor of Lender, as Assigner;

Security Agreement deteil as of March 5, 2014, executed by Core Borrower, as Debtor in favor of Lender, as Secured Party;

Guaranty of Payment dated as of March 5, 2014, executed by George D. Hanus ("Guarantor") in favor of Lender;

Environmental Indemnity Agreement date: as of March 5, 2014, executed by Core Borrower and Guarantor in favor of Lender;

Assignment of Permits and Developer's Rights dated as of March 5, 2014, executed by Core Borrower in favor of Lender;

UCC Financing Statements; and

Loan Modification Agreement dated as of September 1, 2515 between Core Borrower, Guarantor and Lender;

Reaffirmation of Environmental Indemnity Agreement dated as of Septen ber 1, 2015, executed by Core Borrower and Guarantor to and for the benefit of Lender; and

Reaffirmation of Guaranty dated as of September 1, 2015, executed by Guarantor to and for the benefit of Lender.

Loan Modification Agreement dated as of January 1, 2016, between Core Borrower, Guarantor and Lender;

Reaffirmation of Environmental Indemnity Agreement dated as of January 1, 2016, executed by Core Borrower and Guarantor to and for the benefit of Lender; and

Reaffirmation and Modification of Guaranty dated as of January 1, 2016, executed by Guarantor to and for the benefit of Lender.

Mortgage Spreader Agreement and Modification of Mortgage, Collateral Assignment of Rents and Leases and Loan Documents dated as of January 1, 2016, executed by Pace Property Group

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# **UNOFFICIAL COPY**

L.L.C., an Illinois limited liability company ("Pace Borrower"), in favor of Lender and consented to by Core Borrower and Guarantor.

Loan Modification Agreement dated as of June 26, 2017, between Core Borrower, Pace Borrower, Guarantor and Lender;

Reaffirmation of Environmental Indemnity Agreement dated as of June 26, 2017, executed by Core Borrower, Pace Borrower and Guarantor to and for the benefit of Lender; and

Reaffirmation and Modification of Guaranty dated as of June 26, 2017, executed by Guarantor to and for the benefit of Lender.

Cross Collateralization and Cross Default Agreement and Amendment to Loan Documents between Core Borrower, Pace Borrower, Milwaukee Foster, L.L.C. and Lender dated as of June 26, 2017 and each of the documents referenced therein.

### **EXHIBIT B-1**

### MILWAUKEE MORTGAGED PREMISES

#### PARCEL 1:

LOTS 3, 4, 5, 6, 7, 8, 9, 10 AND 11 IN A. H. HILL AND CO'S MILWAUKEE AVENUE ADDITION A SUBDIVISION OF PART OF BLOCK 4 IN THE VILLAGE OF JEFFERSON IN SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 31, 1914 AS DOCUMENT NUMBER 5468382 (EXCEPT THAT PART OF LOTS 3 TO 11 INCLUSIVE AFORESALD LYING BETWEEN THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE CONVEYED TO THE CITY OF CHICAGO FOR WIDENING MILWAUKEE AVENUE ACCORDING TO DEED RECORDED AS DOCUMENT NUMBER 9737874) IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF BLOCK 4 IN THI. VILLAGE OF JEFFERSON IN SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF NORWOOD PARK AVENUE AS LOCATED BY DOCUMENT NUMBER 4518811 AND THE SOUTHWESTERLY LINE OF MILWAUKEE; AS LOCATED BY PLAT DOCUMENT NUMBER 5468382 THENCE IN A WORTHWESTERLY DIRECTION ALONG THE SOUTHERLY LINE OF MILWAUKEE AVENUE TO ITS INTERSECTION WITH THE NORTHERLY LINE OF LOT 12 IN A. H. HILL AND CO'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JULY 31, 1914 AS DOCUMENT NUMBER 5468382 BEING A SUBDIVISION OF PART OF BLOCK 4 AFOR SAID, RUNNING THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF LOT 12 AFORESAID, TO THE NORTHERLY LINE NORWOOD PARK AVENUE (NOW NORTHWEST HIGHWAY) THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF NORWOOD PARK AVENUE TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART LYING BETWEEN THE SOUTHERLY LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF MILWAUKEE AVENUE) IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOTS 1 AND 2 IN A. H. HILL AND COMPANY'S MILWAUKEE AVENUE ADDITION, A SUBDIVISION OF THAT PART OF BLOCK 4 IN THE VILLAGE OF JEFFERSON IN SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO MAP THEREOF RECORDED MARCH 29, 1855 IN BOOK 85 OF MAPS, PAGE 101, LYING NORTH AND EAST OF NORWOOD PARK AVENUE, EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH WESTERLY LINE OF MILWAUKEE AVENUE AND

THE NORTH EASTERLY LINE OF NORWOOD PARK AVENUE AFORESAID; THENCE NORTH WESTERLY ALONG THE SOUTH WESTERLY LINE OF MILWAUKEE AVENUE 215 FEET; THENCE AT RIGHT ANGLES TO THE SOUTH WESTERLY LINE OF MILWAUKEE AVENUE 75.43 FEET TO AND EXTENDING TO THE NORTH EASTERLY LINE OF NORWOOD PARK AVENUE; THENCE SOUTH EASTERLY ALONG SAID NORTH EASTERLY LINE OF NORWOOD PARK AVENUE TO THE PLACE OF BEGINNING, (EXCEPT THAT PART OF THE LAND IN QUESTION QUIT CLAIMED TO THE CITY OF CHICAGO, A MUNICIPAL CORPORATION, BY QUIT CLAIM DEED RECORDED OCTOBER 14, 1927 AS DOCUMENT 9808981, LYING BETWEEN THE SOUTH WESTERLY LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET SOUTH WESTERLY OF AND PARALLEL WITH THE SOUTH WESTERLY LINE OF MILWAUKEE AVENUE AND EXCEPT THAT PART OF LOT 1 LYING WEST OF A LINE 40 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 9 AFORESAID QUIT CLAIMED 10 THE CITY BY QUIT CLAIM DEED RECORDED MARCH 9, 1928 AS DOCUMENT 9950448) IN COOK COUNTY, ILLINOIS.

PIN NOS.

13-09-300-001-0000; 13-09-300-002-0000; 13-09-300-003-0000; 13-09-300-004-0000 AND 13-09-300-005-0000

ADDRESS:

5204-5240 N. MILWAUKEE AVENUE, CHICAGO, ILLINOIS

### **EXHIBIT B-2**

### **CORE LEGAL DESCRIPTION**

LOTS 1, 2 AND 3 IN BLOCK 9 IN F. H. BARTLETT'S CENTERFIELD A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NOS:

19-10-113-001: 19-10-113-002; AND 19-10-113-003

ADDRESS:

4901 SOUTH CICERÓ AVENUE CHICAGO, ILLINOIS

## **EXHIBIT B-3**

### **CORE LEGAL DESCRIPTION**

LOTS 4 AND 5 IN BLOCK 9 IN FREDRICK H. BARTLETT'S CENTERFIELD, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 158 FEET) IN COOK COUNTY, ILLINOIS

PIN NOS:

19-10-113-004 AND 19-10-113-005

ADDRESS:

4911-13 SOUTH CICERO AVENUE CHICAGO, ILLINOIS

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### **EXHIBIT C**

### **DOCUMENT CHECKLIST**

### HAS BEEN INTENTIONALLY OMITTED FOR RECORDING PURPOSES

COOK COUNTY

COOK COUNTY

COOK COUNTY

RECORDER OF DEEDS