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Doc#: 1813057026 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/10/2018 09:33 AM Pg: 1 of 6

PREPARED BY & RETURN TO:

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

Above Space for Recorder's Use Only

CROSS COLLATERAL AND CROSS DEFAULT AGREEMENT

THIS AGREEMENT, dated this April 30, 2018, with an effective date of April 30, 2018 by and between Wei Ye, International Bank of Chicago, not personally but as Trustee under Trust Agreement dated September 28, 2010 and known as Trust Number 2010-10 and 5134-5142 S Ingleside 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 Borrower to Bank, bearing the date April 30, 2018 and to be recorded in the Recorder's Office of Cook County, in the State of Illinois, to wit:

LEGAL DESCRIPTION:

LOT 5 IN ELEANOR'S SUBDIVISION OF THE SOUTH 12 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 (EXCEPT THE EAST 300 FEET) AND EXCEPT THE SOUTH 100.00 FEET OF THE WEST 200.00 FEET (EXCEPT THE STREETS) IN THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 4834 S Prairie Ave. Chicago, IL 60615

REAL PROPERTY TAX IDENTIFICATION NUMBER: 20-10-109-043-0000

PARCEL 2:

A first Mortgage & Assignment of Rents, made by Borrower to Bank, bearing the date October 28, 2010 and recorded on November 5, 2010 in the Recorder's Office of Cook County, in the State of Illinois as document 1030940035 & 1030940036, respectfully, to wit:

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LEGAL DESCRIPTION:

THE SOUTH 105.00 FEET OF LOT 4 IN EGANDALE, A SUBDIVISION OF THE EAST 118 ACRES OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 5134-5136 S. Ingleside Ave., Chicago, IL 60615 and 5140-5142 S. Ingleside Ave., Chicago, IL 60615.

REAL PROPERTY TAX IDENTIFICATION NUMBER: 20-11-301-014-0000

PARCEL 3:

A second Mortgage & Assignment of Rents, made by Borrower to Bank, bearing the date **August 8, 2014** and recorded on **November 12, 2014** in the Recorder's Office of Cook County, in the State of Illinois as document **1431649125 & 1431649126**, respectfully, to wit:

LEGAL DESCRIPTION:

THE SOUTH 105.00 FEET OF LOT 4 IN EGANDALE, A SUBDIVISION OF THE EAST 118 ACRES OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 5134-5136 S. Ingleside Ave., Chicago, IL 60615 and 5140-5142 S. Ingleside Ave., Chicago, IL 60615.

REAL PROPERTY TAX IDENTIFICATION NUMBER: 20-11-301-014-0000

RECITALS:

A. Borrower had requested that Lender extend loan No. 52329 and loan No. 32611 and loan No. 41025 to Borrower in the aggregate principal amount of \$2,429,951.11 ("Loans"), and Lender 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. 52329 dated April 30, 2018, and the Promissory Note on Loan No. 32611 dated October 28, 2010 and the Promissory Note on Loan No.41025 dated August 8, 2014, which were signed in conjunction with the Loans and also subject to the terms and conditions set forth herein.

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B. The Loans are evidenced by the Promissory Note (Loan No.52329) dated April 30, 2018 by Wei Ye, the Promissory Note (Loan No.32611) dated October 28, 2010 by International Bank of Chicago, not personally but as Trustee under Trust Agreement dated September 28, 2010 and known as Trust Number 2010-10 & 5134-5142 S Ingleside LLC, the Promissory Note (Loan No.41025) dated August 8, 2014 by International Bank of Chicago, not personally but as Trustee under Trust Agreement dated September 28, 2010 and known as Trust Number 2010-10 & 5134-5142 S Ingleside LLC to Lender in the aggregate principal amount of \$2,356,360.95 ("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 4834 S Prairie Ave. Chicago, IL 60615 , PIN: 20-10-109-043-0000 and a first and second Mortgage and Assignment of Rents on the property commonly known as 5134-5136 S. Ingleside Ave., Chicago, IL 60615 and 5140-5142 S. Ingleside Ave., Chicago, IL 60615 PIN: 20-11-301-014-0000.

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, 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


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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:

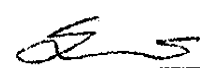
By: 
Wei Ye, Individually

International Bank of Chicago as Trustee under Trust Agreement dated September 28, 2010 and known as Trust Number 2010-10

International Bank of Chicago, not personally but as Trustee under Trust Agreement dated September 28, 2010 and known as Trust Number 2010-10, whose address is 5069 N. Broadway St., Chicago, IL 60640


By: 
Authorized Signer for International Bank of Chicago

5134-5142 S Ingleside LLC

By: 
Wei Ye, Manager of 5134-5142 S Ingleside LLC

LENDER:

INTERNATIONAL BANK OF CHICAGO

By: 
Authorized Signer

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CROSS COLLATERAL AND CROSS DEFAULT AGREEMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
 COUNTY OF COOK) S

On this day before me, the undersigned Notary Public, personally appeared Wei Ye, known to me to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage 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 30 day of April, 2018.

By Armandina Valentin Residing at Chicago

Notary Public in and for the State of ILLINOIS
 My Commission expires 8/6/2021

"OFFICIAL SEAL"
 ARMANDINA VALENTIN
 Notary Public, State of Illinois
 My Commission Expires 8/6/2021

CROSS COLLATERAL AND CROSS DEFAULT AGREEMENT

TRUST ACKNOWLEDGEMENT

STATE OF IL)
 COUNTY OF COOK) S

On this 27th day of April, 2018 before me the undersigned Notary Public, personally appeared Mandy Quach, Trust Officer of International Bank of Chicago, Trustee of International Bank of Chicago as Trustee under Trust Agreement dated September 28, 2010 and known as Trust Number 2010-10, and known to me to be an authorized trustee or agent of the trust that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the trust.

Given under my hand and official seal this 27 day of April, 2018.

By WAI FONG MOY Residing at chicago

Notary Public in and for the State of ILLINOIS
 My Commission expires 05-30-22

"OFFICIAL SEAL"
 WAI FONG MOY
 Notary Public, State of Illinois
 My Commission Expires 05/30/2022

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CROSS COLLATERAL AND CROSS DEFAULT AGREEMENT

LENDER ACKNOWLEDGMENT

State of IL)
County of COOK)ss.

On this 27th day of April, 2018 before me, the undersigned Notary Public, personally appeared Alice Chui, 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**.

Given under my hand and official seal this 27 day of April, 2018.

By WAI FONG MOY Residing at chicago

Notary Public in and for the State of ILLINOIS

My Commission expires 05-30-22



COOK County Clerk's Office