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**PREPARED BY AND AFTER
RECORDING RETURN TO:**

Federman Steifman LLP
414 North Orleans Street
Suite 210
Chicago, Illinois 60654
Attention: Andrew Lampert

Doc#: 1829719309 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/24/2018 01:04 PM Pg: 1 of 4

CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

OVM INC., an Illinois corporation (hereinafter "**Borrower**") has heretofore and contemporaneously herewith executed various promissory notes, loan agreements, security agreements, deeds of trust, mortgage and security agreements, collateral assignments, guaranty agreements, UCC financing statements and other security instruments, and may execute in the future further and additional promissory notes, loan agreements, security agreements, deeds of trust, mortgage and security agreements, UCC financing statements, collateral assignments, guaranty agreements and other security instruments, creating, evidencing and securing certain liabilities, obligations, and indebtednesses owing and to become owing to **THE BUDMAN BUILDING, LLC**, an Illinois limited liability company (hereinafter "**Budman**"). All such indebtedness now or hereafter owing from Borrower to Budman, howsoever evidenced and acquired is hereinafter referred to collectively as the "**Obligations**" and all such instruments, creating, evidencing and securing the repayment thereof are hereinafter referred to collectively as "**Security Instruments**." The Obligations include, without limitation, (i) that certain \$200,000.00 loan made by Budman to Borrower, which loan is evidenced by a Promissory Note dated April 11, 2018, and (ii) that certain \$180,000.00 loan made by Budman to Borrower, which loan is evidenced by a Promissory Note dated July 20, 2018. Each of the aforementioned loans is secured by one or more of the Security Instruments encumbering one or more of the properties listed in **Exhibit A**.

On or about the date hereof, Budman is making a certain loan to Borrower in the maximum principal amount of \$145,000.00 (the "**New Loan**"), which is or will be evidenced by a Promissory Note and is or will be secured by a Mortgage, Assignment of Rents and Leases, Security Agreement, and Fixture Filing that encumbers certain of the property described in **Exhibit A**, and a Guaranty of Payment and Performance from Victor Matios, an individual ("**Guarantor**"), to Budman. As an inducement to, and in consideration of, Budman's agreement to make the New Loan, and to grant other financial accommodations to Borrower, Budman has required that all Obligations and all Security Instruments and all collateral now or hereafter existing as security for Obligations be cross-defaulted and cross-collateralized.

The extension of the New Loan to Borrower is of substantial benefit to Borrower and Guarantor, therefore, Borrower and Guarantor have agreed to cross collateralize and cross default the Obligations and the Security Instruments.

NOW, THEREFORE, for and in consideration of the premises and \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

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Borrower and Guarantor do hereby covenant, stipulate and agree in favor of Budman and its legal representatives, successors and assigns that:

1. Any default or event of default under (a) any of the Obligations or any renewal, extension, modification or rearrangement thereof, (b) any Security Instruments or any renewal, extension, modification or rearrangement thereof, or (c) any other instrument hereafter executed by or on behalf of Borrower or Guarantor relating to any Obligations, whenever or however acquired, shall at Budman's option, be deemed to be a default and event of default under any and all other Security Instruments to the same extent and effect as if such Security Instruments specifically so provided therein.

2. All property and other collateral mortgaged, assigned, pledged, or in which a security interest has been granted to Budman for any of the Obligations shall serve as security and collateral for all other Obligations of Borrower and Guarantor to Budman, to the same extent and effect as if so provided in the original documentation evidencing and/or securing each such Obligation. Borrower and Guarantor hereby irrevocably mortgage, grant, convey and assign to Budman all of the property described in Exhibit A to secure the payment and performance of all of the Obligations.

3. The security interest in any and all property and other collateral mortgaged, assigned, pledged, or in which a security interest has been granted to Budman for any Obligations shall not be terminated in whole or in part until and unless all Obligations are fully paid and satisfied and the term of every Security Instrument has been fully performed by Borrower.

4. All rights granted to Budman hereunder shall be cumulative and not alternative, shall be in addition to and shall in no manner impair or affect Budman's rights and remedies under any existing Security Instruments, statute or rule of law.

5. This agreement may not be varied or altered nor may its provisions be waived except by Budman's duly executed written agreement. This agreement shall inure to the benefit of Budman's successors and assigns and shall be binding upon the undersigned's heirs, administrators, executors, legal representatives, successors and assigns.

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IN WITNESS WHEREOF, this agreement is executed this 23rd day of October, 2018.

BORROWER:

OVM INC., an Illinois corporation

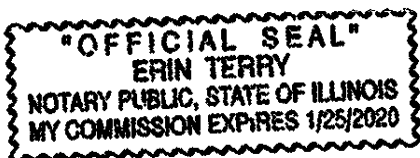
By: *Victor Matios*
Name: Victor Matios
Title: President

GUARANTOR:

Victor Matios
VICTOR MATIOS, an individual

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 23 day of October, 2018, by Victor Matios, the President of OVM Inc., a Illinois corporation, on behalf of such corporation.



Erin Terry
Printed Name: Erin Terry
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 23 day of October, 2018, by Victor Matios.



Erin Terry
Printed Name: Erin Terry
Notary Public

[signature page to OVM S. LaSalle Cross-Collateralization Agreement]

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EXHIBIT A

LEGAL DESCRIPTION

Park Forest

Parcel 1:

Lot 38 in Block 36 in Village of Park Forest Area Number 3, being a subdivision in Section 36, Township 35 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded in Recorder's Office of Cook County, Illinois on October 31, 1950 as Document Number 14940342 in Cook County, Illinois.

Common Address: 315 Nokomis Street, Park Forest, Illinois

PIN: 31-36-305-005-0000

Parcel 2:

Lot 10 in Block 62 in Village of Park Forest Area Number 5, a Subdivision of Part of the East Half (1/2) of Section 35 and the West Half (1/2) of Section 36, Township 35 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded August 1, 1951 as Document 15139014, in Cook County, Illinois.

Common Address: 245 Mantua Street, Park Forest, Illinois

PIN: 31-35-415-010-0000

Blue Island

LOTS 9, 10, 11 AND 12 AND THE EAST 1/2 OF LOT 13 IN BLOCK 9 IN LINDEN HEIGHTS, A SUBDIVISION OF ALL THAT PART OF ORIGINAL BLOCK 6 OF SOUTH WASHINGTON HEIGHTS, A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYINGWEST OF VINCENNES AVENUE IN COOK COUNTY, ILLINOIS.

Common Address: 2205 121st Place, Blue Island, Illinois

PIN: 25-30-129-004-0000
25-30-129-005-0000
25-30-129-006-0000

S. LaSalle

LOT 3 IN WALLER AND HAGSTROM'S SUBDIVISION OF THE WEST 3/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 8 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

Common Address: 12009 S. LaSalle Street, Chicago, Illinois 60628

PIN: 25-28-213-003-0000