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1831112073

Doc# 1831112073 Fee \$48.00

PREPARED BY & RETURN TO:

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

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/07/2018 11:20 AM PG: 1 OF 6

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2 of 2

Above Space for Recorder's Use Only

CROSS COLLATERAL AND CROSS DEFAULT AGREEMENT

THIS AGREEMENT, dated this August 15, 2018, with an effective date of December 16, 2016, by and between **Hoyos Restrepo Investment Company** (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 Hoyos Restrepo Investment Company to International Bank of Chicago, bearing the date **February 24, 2017** and recorded in the Recorder's Office of Cook County, in the State of Illinois, as document **1706657091 & 1706657092**, recorded the date **March 7, 2017**, to the premises therein described as follows, situated in the County of Cook County, in State of Illinois, to wit:

LEGAL DESCRIPTION:

UNIT NUMBER 5601-A IN THE BYRON TERRACE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 1 AND 2 AND THE NORTH 5 FEET OF LOT 3 IN BLOCK 3 IN MARTIN LUTHER COLLEGE SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 24, 2007 AS DOCUMENT NUMBER 0714415072; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

ADDRESS OF PROPERTY: 5601 W Byron St., Unit GA Chicago, IL 60634

REAL PROPERTY TAX IDENTIFICATION NUMBER: 13-20-211-041-1001

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PARCEL 2:

A first Mortgage & Assignment of Rents, made **Hoyos Restrepo Investment Company** to International Bank of Chicago, bearing the date **August 6, 2015** and recorded in the Recorder's Office of Cook County, in the State of Illinois, as document **1521808139 & 1521808140**, recorded the date **August 6, 2015**, to the premises therein described as follows, situated in the County of Cook County, in State of Illinois, to wit:

LEGAL DESCRIPTION:

LOT 26 IN BLOCK 3 IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 4142 West Armitage Ave., Chicago, IL 60639

REAL PROPERTY TAX IDENTIFICATION NUMBER: 13-34-229-037-0000

RECITALS:

A. Borrower had requested that Bank to originate loan No. 47627 and loan No. 43095 to Borrower in the aggregate principal amount of \$221,140.37 ("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. 47627 dated February 24, 2017 and the Promissory Note on Loan No. 43095 dated August 6, 2015 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. 47627 dated February 24, 2017 to Lender and the Promissory Note (Loan No. 43095) dated August 6, 2015 by Hoyos Restrepo Investment Company to Lender in the aggregate principal amount of \$221,140.37 ("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 5601 W Byron St., Unit GA Chicago, IL 60634; PIN 13-20-211-041-1001 & 4142 West Armitage Ave., Chicago, IL 60639; PIN13-34-229-037-0000

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.

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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:

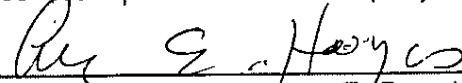
1. Borrowers agree that at all times and until payment in full of all of the indebtedness, liabilities and obligations of whatsoever kind or nature of the borrower to the Bank, including the Notes and all liabilities (as defined in the Notes), the Notes shall be cross-collateralized with one another 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 or 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:

Hoyos Restrepo Investment Company


 By: Luz E Hoyos aka Luz E Pazmino, President of Hoyos Restrepo Investment Company

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GUARANTOR:

Luz E Hoyos aka Luz E Pazmino.

Luz E Hoyos
Individually

LENDER:

INTERNATIONAL BANK OF CHICAGO

By: [Signature]
Authorized Signer of International Bank of Chicago

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CROSS COLLATERAL AND CROSS DEFAULT AGREEMENT (Continued)

CORPORATE ACKNOWLEDGMENT

State of Illinois)
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County of Cook

On this 15 day of August, 2018 before me, the undersigned Notary Public, personally appeared, **Luz E Hoyos aka Luz E Pazmino, President of Hoyos Restrepo Investment Company.** and known to me to be authorized agent of the corporation that executed the Cross Collateral and Cross Default Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the corporation, by authority of statute, its articles of organization or its bylaws, 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 corporation.

By Linda Roman Residing at 1860 N. Mannheim Rd

Notary Public in and for the State of Illinois

My Commission expires 06/22/2020



INDIVIDUAL ACKNOWLEDGEMENT

State of ILLINOIS)
)ss
County of Cook

On this before me, the undersigned Notary Public, personally appeared, to me known to **Luz E Hoyos aka Luz E Pazmino** 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 21st day of August, 2016.

By Linda Roman Residing at 1860 N. Mannheim Rd.

Notary Public in and for the State of Illinois

My Commission expires 06/22/2020



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LENDER ACKNOWLEDGMENT

State of ILLINOIS)
)ss
County of COOK

On this 15 day of August 2018 before me, the undersigned Notary Public, personally appeared Nino Pelletieri, 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 Linda Roman Residing at 1860 N. Mannheim Rd

Notary Public in and for the State of Illinois

My Commission expires 06/22/2020



COOK County Clerk's Office