

UNOFFICIAL COPY

2 of 2

01146-61141

Doc#: 1832506055 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/21/2018 10:03 AM Pg: 1 of 4

PREPARED BY AND AFTER RECORDING RETURN TO:

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

STEWART TITLE
700 E. Diehl Road, Suite 180
Naperville, IL 60563

CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

1274 RAND ROAD LLC, an Illinois limited liability company ("**1274**"), and Robert J. Katz, an individual ("**Katz**"), 1274 and Katz are sometimes hereinafter referred to each as a "**Borrower**" and together, as "**Borrowers**", have 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 Borrowers 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, that certain \$500,000.00 loan made by Budman to Katz, which loan is evidenced by a Promissory Note dated August 1, 2018. The aforementioned loan 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 1274 in the maximum principal amount of \$500,000.00 (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 Katz 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 Borrowers, 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 1274 is of substantial benefit to Borrowers, therefore, Borrowers 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,

UNOFFICIAL COPY

Borrowers 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 any Borrower 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 Borrowers to Budman, to the same extent and effect as if so provided in the original documentation evidencing and/or securing each such Obligation. Borrowers 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 Borrowers.

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.

[The remainder of this page has been intentionally left blank.]

UNOFFICIAL COPY

IN WITNESS WHEREOF, this agreement is executed this 20th day of July, 2018.

BORROWERS:

1274 RAND ROAD LLC, an
Illinois limited liability company

By: Robert J. Katz
Name: Robert J. Katz
Title: Manager

Robert J. Katz
ROBERT J. KATZ, an individual

STATE OF ILLINOIS)
COUNTY OF Cook)

SS

The foregoing instrument was acknowledged before me this 19th day of November, 2018, by Robert J. Katz, the Manager of 1274 Rand Road LLC, an Illinois limited liability company, on behalf of such company.



Ryan J. Schmidt

Printed Name: Ryan J. Schmidt
Notary Public

STATE OF ILLINOIS)
COUNTY OF Cook)

SS

The foregoing instrument was acknowledged before me this 19th day of November, 2018, by Robert J. Katz, an individual.



Ryan J. Schmidt

Printed Name: Ryan J. Schmidt
Notary Public

[Signature page to Katz Cross-Collateralization Agreement]

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

St. Paul Avenue, Chicago

LOT 12 IN BLOCK 1 IN BRADWELL'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 (NORTH AND EAST OF MILWAUKEE PLANK ROAD OR AVENUE) OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 2043 W. St. Paul Avenue, Chicago, Illinois 60647

Tax Parcel No. 14-31-325-012-0000

Rand Road, Des Plaines

LOTS 14 TO 18, BOTH INCLUSIVE (EXCEPT THE SOUTHWESTERLY 17.0 FEET THEREOF) IN BLOCK 3 IN RIVER-RAND ROAD SUBDIVISION OF LOTS 1 TO 8, INCLUSIVE, IN BLOCK 18 (OR BENNETT BLOCK) AND LOTS 1 TO 13, INCLUSIVE IN BLOCK 19 (OR RAND BLOCK) IN PARK ADDITION TO DES PLAINES, A SUBDIVISION OF LOTS 17 TO 20 INCLUSIVE IN HODGES SUBDIVISION OF PARTS OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:

LOTS 14 THROUGH 18, BOTH INCLUSIVE AND TAKEN AS A TRACT, EXCEPTING THEREFROM THE SOUTHWESTERLY 17.0 FEET THEREOF, IN BLOCK 3 IN RIVER-RAND ROAD SUBDIVISION OF LOTS 1 TO 8, INCLUSIVE, IN BENNETT BLOCK (NO. 18) AND LOTS 1 TO 13, INCLUSIVE, IN RAND BLOCK (NO. 19) IN PARK ADDITION TO DES PLAINES, BEING PART OF THE NORTH 1/2 OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE 3RD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 1628 Rand Road, Des Plaines, Illinois 60016

PIN: 09-16-104-022-0000 (Volume number 089)