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Doc# 1836110047 Fee \$54.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/27/2018 12:30 PM PG: 1 OF 9

This instrument was prepared by and, after recording, return to:

Allen C. Balk  
Meltzer, Purtill & Stelle LLC  
300 South Wacker Drive, Suite 2300  
Chicago, Illinois 60606

Permanent Tax Index No.:  
See *Exhibit A* attached hereto

Property Address:  
See *Exhibit A* attached hereto

*This space reserved for Recorder's use only*

*18WSS257104UP Hall and*

**CROSS-COLLATERALIZATION/CROSS-DEFAULT AGREEMENT**

**2710 ELSTON AVENUE**

**THIS CROSS-COLLATERALIZATION/CROSS-DEFAULT AGREEMENT** (this "Agreement") is made as of this 15<sup>th</sup> day of December, 2018, by and among **2710 ELSTON DEVELOPMENT, LLC**, an Illinois limited liability company ("2710 Borrower"), **2700 ELSTON, LLC**, an Illinois limited liability company ("2700 Borrower"), and **JOHN G. NOVAK**, individually ("Guarantor"), in favor of **FIRST MIDWEST BANK**, its successors and assigns (the "Lender").

**RECITALS:**

A. Pursuant to the terms and conditions of that certain Loan Agreement of even date herewith ("2710 Loan Agreement") between 2710 Borrower, Guarantor, and Lender, Lender has extended to 2710 Borrower a loan in the principal amount of One Million One Hundred Seventy Thousand and No/100 Dollars (\$1,170,000.00) ("2710 Loan").

B. The 2710 Loan is evidenced by that certain Promissory Note ("2710 Note") in the principal amount of the 2710 Loan, made of even date herewith by 2710 Borrower and made payable to the order of and delivered to Lender.

C. The 2710 Note is secured by, *inter alia*, that certain Mortgage ("2710 Mortgage") of even date herewith made by 2710 Borrower to Lender conveying certain real estate ("2710 Property") legally described in **Exhibit A-1** attached hereto, that certain Assignment of Rents ("2710 Assignment of Rents") of even date herewith made by 2710 Borrower to Lender, and that certain Commercial Guaranty made by Guarantor ("Guaranty") in favor of Lender. The 2710 Note, the 2710 Mortgage, the 2710 Assignment of Rents, the 2710 Loan Agreement, the 2710 Guaranty and all documents given to evidence or secure the 2710 Loan are collectively referred to herein as the "2710 Loan Documents". The collateral in which the liens and security interests are granted to Lender under the 2710 Mortgage and the other 2710 Loan Documents is

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hereinafter collectively referred to as the “2710 Collateral”. All terms not otherwise defined herein shall have the meanings set forth in the 2710 Loan Agreement.

D. Pursuant to the terms and conditions of that certain Loan Agreement dated May 4, 2018 (“2700 Loan Agreement”) between 2700 Borrower, Guarantor, and Lender, Lender has extended to 2700 Borrower a loan in the principal amount of Fifteen Million Seven Hundred Thousand and No/100 Dollars (\$15,700,000.00) (“2700 Loan”).

E. The 2700 Loan is evidenced by that certain Promissory Note (“2700 Note”) in the principal amount of the 2700 Loan, made of as of May 4, 2018 by 2700 Borrower and made payable to the order of and delivered to Lender.

F. The 2700 Note is secured by, *inter alia*, that certain Mortgage and Security Agreement (“2700 Mortgage”) dated May 4, 2018 made by 2700 Borrower to Lender recorded with the Cook County Office of Recorder of Deeds on May 09, 2018 as Document No. 1812916038 conveying certain real estate (“2700 Property”) legally described in **Exhibit A-2** attached hereto, that certain Assignment of Leases and Rents (“2700 Assignment of Leases”) dated May 4, 2018 made by 2700 Borrower to Lender recorded with the Cook County Office of Recorder of Deeds on May 09, 2018 as Document No. 1812916039, and that certain Guaranty made by Guarantor (“2700 Guaranty”) in favor of Lender. The 2700 Note, the 2700 Mortgage, the 2700 Assignment of Leases, the 2700 Loan Agreement, the 2700 Guaranty and all documents given to evidence or secure the 2700 Loan are collectively referred to herein as the “2700 Loan Documents”. The collateral in which the liens and security interests are granted to Lender under the 2700 Mortgage and the other 2700 Loan Documents is hereinafter collectively referred to as the “2700 Collateral”.

G. As a condition precedent to Lender’s agreement to make the 2710 Loan, Lender has required 2710 Borrower and Guarantor to enter into this Agreement so that (i) the 2710 Loan and the 2700 Loan are cross-collateralized such that each and every item of the 2700 Collateral shall be pledged by 2700 Borrower as a part of the 2710 Collateral, and that each and every item of the 2710 Collateral shall be pledged by 2710 Borrower as a part of the 2700 Collateral, and (ii) an “Event of Default” under any of the 2710 Loan Documents or under any of the 2700 Loan Documents (collectively, the “Loan Documents”) will be and constitute such an event under all of the Loan Documents.

**NOW, THEREFORE**, and in consideration of the foregoing recitals, each of which is made a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Cross Default**. An “Event of Default” or default under any of the Loan Documents, including, without limitation, any of the mortgages described in the recitals hereto, shall be and constitute an “Event of Default” or “default” under all of the Loan Documents, including, without limitation, each mortgage, in which event, the Lender may, in its sole and absolute discretion, elect to accelerate the notes and elect to enforce such remedies as are available under the terms of the Loan Documents.

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2. **Cross Collateralization.** 2700 Borrower hereby grants a security interest in, hypothecates, mortgages, assigns and pledges to Lender all of the 2700 Property and 2700 Collateral as collateral security for the repayment of the 2710 Loan, and the performance of the covenants and agreements under the 2710 Loan Documents. 2710 Borrower hereby grants a security interest in, hypothecate, mortgage, assign and pledge to Lender all of the 2710 Property and 2710 Collateral as collateral security for the repayment of the 2700 Loan, and the performance of the covenants and agreements under the 2700 Loan Documents. Such mortgages, security interests, assignments and pledges shall permit Lender to exercise any and all rights of enforcement and remedies afforded under all of the Loan Documents, together with any and all other rights and remedies otherwise provided and available to a secured party and/or mortgagee at law or in equity as of the date of this Agreement or the date of any such Event of Default or default. Lender shall have the right to file, record and/or lodge with appropriate recorder's or filing office to evidence the security interests, assignment and pledge hereunder, including, without limitation, recording this Agreement in the real estate records of Cook County, Illinois. Lender shall have no obligation to release the lien of the Loan Documents, including the liens granted hereunder until the 2700 Loan and the 2710 Loan, have been indefeasibly paid in full.

3. **Successors and Assigns.** This Agreement, and the terms, conditions and obligations hereunder, shall be binding upon, and inure to the benefit of, the successors and assigns of each of the parties hereto.

4. **Enforceability.** If any provision of this Agreement or any document evidencing and/or securing the Loan or the application thereof to any entity or circumstance is held invalid or enforceable, the remainder of this Agreement, such documents and the application thereof to such entity or circumstance will not be affected thereby and the provisions of this Agreement, and such documents shall be severable in any such instance.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois.

6. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

7. **Affirmation of Guarantor.** Guarantor hereby acknowledges the cross-default and cross-collateralization of the 2710 Loan and the 2700 Loan as set forth herein. Further, Guarantor hereby ratifies, confirms, and reaffirms all covenants, warranties and representations set forth in the 2710 Loan Documents and the 2700 Loan Documents to which Guarantor is a party. All terms and conditions of any Guaranty executed in connection with the 2710 Loan and the 2700 Loan shall remain in full force and effect as modified herein and are hereby ratified and confirmed.

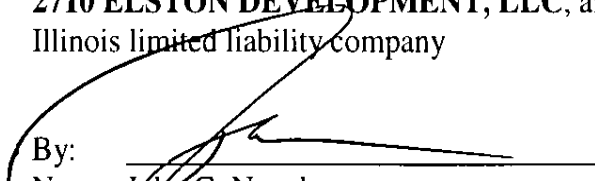
[Signatures on the following page]

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IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

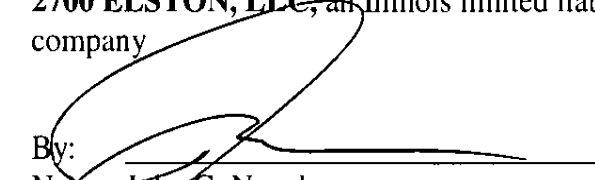
**2710 BORROWER:**

**2710 ELSTON DEVELOPMENT, LLC**, an Illinois limited liability company


By:   
Name: John G. Novak  
Its: Manager

**2700 BORROWER:**

**2700 ELSTON, LLC**, an Illinois limited liability company

By:   
Name: John G. Novak  
Its: Manager

**GUARANTOR:**

  
**JOHN G. NOVAK**, personally and individually

Property of Cook County Clerk's Office

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## ACKNOWLEDGMENT

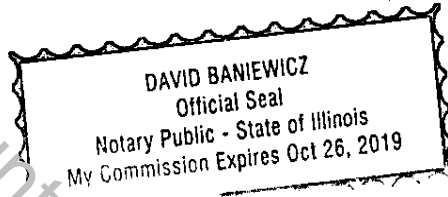
### 2710 BORROWER

STATE OF IL. )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John G. Novak, the Manager of 2710 Elston Development, LLC, an Illinois limited liability company ("2710"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act, as the free and voluntary act of 2710, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26<sup>th</sup> day of December, 2018.

David Baniewicz  
Notary Public



(SEAL)

My Commission Expires: 10/26/19

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## ACKNOWLEDGMENT

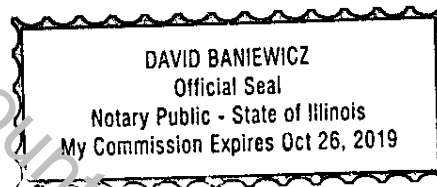
### 2700 BORROWER

STATE OF IL )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John G. Novak, the Manager of 2700 Elston, LLC, an Illinois limited liability company ("2700"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act, as the free and voluntary act of 2700, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26<sup>th</sup> day of December, 2018.

David Baniewicz  
Notary Public



(SEAL)

My Commission Expires: 10/26/19

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## ACKNOWLEDGMENT

### GUARANTOR

STATE OF IL )  
 ) SS.  
COUNTY OF COOK )

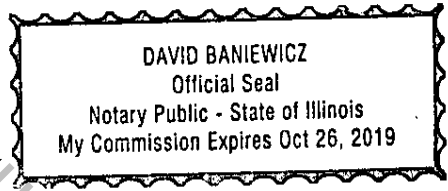
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John G. Novak, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26<sup>th</sup> day of December, 2018.

David Baniewicz  
Notary Public

(SEAL)

My Commission Expires: 10/26/19



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## EXHIBIT A-1

### LEGAL DESCRIPTION (2710)

LOTS 22 TO 25, BOTH INCLUSIVE IN BLOCK 1 IN JONES' SUBDIVISION OF LOT 6 IN SNOW ESTATES SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO: 14-30-304-001-0000, 14-30-304-002-0000, 14-30-304-003-0000

COMMON ADDRESS: 2710-18 N. ELSTON AVENUE, CHICAGO, IL 60647



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## EXHIBIT A-2

### LEGAL DESCRIPTION (2700)

#### PARCEL 1:

THE NORTHEASTERLY 1/2 OF VACATED HOLLY AVENUE, LYING SOUTHWESTERLY OF AND ADJOINING LOTS 26, 27, AND 28 IN BLOCK 1 IN JONES' SUBDIVISION OF LOT 6 IN THE SNOW ESTATE SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND LOT 5 IN COLBERT'S SUBDIVISION OF LOTS 29 TO 33, BOTH INCLUSIVE; AND LOTS 38 TO 42, BOTH INCLUSIVE IN BLOCK 1 OF JONES' SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 18, 19, 20 AND 21 (EXCEPT THE NORTHWESTERLY 16.00 FEET OF SAID LOT 21) AND THE 16-FOOT VACATED ALLEY, LYING SOUTHWESTERLY OF AND ADJOINING SAID LOTS 18, 19, 20 AND 21 (EXCEPT THE NORTHWESTERLY 16.00 FEET OF SAID LOT 21) AND LOTS 26, 27 AND 28 ALL IN BLOCK 1 IN JONES' SUBDIVISION OF LOT 6 IN SNOW ESTATES SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOTS 1 TO 5 IN COLBERT'S SUBDIVISION OF LOTS 29 TO 33, BOTH INCLUSIVE AND LOTS 38 TO 42 BOTH INCLUSIVE IN BLOCK 1 IN JONES' SUBDIVISION OF LOT 6 IN SNOW ESTATE SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THAT PARTY WALL AGREEMENT RECORDED SEPTEMBER 7, 2001, AS DOCUMENT 0010834554 FOR THE MAINTENANCE AND USE OF SAID PARTY WALL AS DEPICTED ON EXHIBIT 'C' ATTACHED THERETO.

PIN NOS.: 14-30-304-004-0000  
 14-30-304-012-0000  
 14-30-304-014-0000  
 14-30-304-016-0000  
 14-30-304-018-0000

ADDRESS: 2700 N. ELSTON AVENUE, CHICAGO, COOK COUNTY, ILLINOIS 60647