

# UNOFFICIAL COPY

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

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



Doc# 1922722066 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/15/2019 11:31 AM PG: 1 OF 4

**CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT**

ROBERT J. KATZ, AS TRUSTEE OF THE KATZ FAMILY TRUST DATED JANUARY 2, 1996 (the "Katz Trust"), 1274 RAND ROAD LLC, an Illinois limited liability company ("1274"), and Robert J. Katz, an individual ("Katz"; Katz Trust, 1274 and Katz are sometimes hereinafter referred to each as a "Borrower" and collectively, 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, (a) that certain \$500,000.00 loan made by Budman to Katz, which loan is evidenced by a Promissory Note dated August 1, 2018, and (b) that certain \$500,000 loan made by Budman to 1274, which loan is evidenced by a Promissory Note dated November 19, 2018. The aforementioned loans are 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 Katz Trust in the maximum principal amount of \$215,000.00 (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 46 North Fifth Avenue, Des Plaines, Illinois, which is 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 Katz Trust is of substantial benefit to Borrowers and, therefore, Borrowers have agreed to cross collateralize and cross default the Obligations and the Security Instruments.

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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, 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.

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IN WITNESS WHEREOF, this agreement is executed this 15<sup>th</sup> day of August, 2019.

**BORROWERS:**

**ROBERT J. KATZ, AS TRUSTEE OF THE KATZ FAMILY TRUST DATED JANUARY 2, 1996**

By: Robert Katz  
Robert J. Katz, Trustee

**1274 RAND ROAD LLC, an Illinois limited liability company**

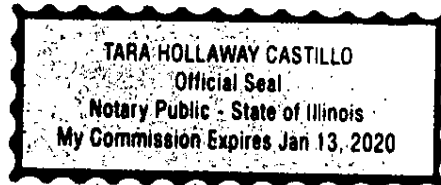
By: Robert Katz  
Robert J. Katz, Manager

Robert Katz  
ROBERT J. KATZ, an individual

STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK        )        SS

The foregoing instrument was acknowledged before me this 15 day of August, 2019, by Robert J. Katz, in his individual capacity, in his capacity as Trustee of the Katz Family Trust dated January 2, 1996, and in his capacity as the Manager of 1274 Rand Road LLC, an Illinois limited liability company, on behalf of himself, such trust, and such company.

TARA HOLLAWAY CASTILLO  
Printed Name: \_\_\_\_\_  
Notary Public Tara Hollaway Castillo



[signature page to Katz Cross-Collateralization Agreement]

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## 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 BENNET 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)

#### North Fifth Avenue:

LOT 24 IN BLOCK 17 IN H.M. CORNELL COMPANY'S CUMBERLAND SUBDIVISION, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF SEEGERS ROAD CALLED ELK GROVE ROAD AND A RESUBDIVISION OF LOTS 1 AND 8 IN SEEGERS SUBDIVISION OF PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 7 AND PART OF THE NORTH 1/2 OF FRACTIONAL, SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 29, 1928 AS DOCUMENT NUMBER 9940985 AND ALSO FILED IN THE OFFICE OF THE REGISTRAR OF TITLES FEBRUARY 29, 1928 AS DOCUMENT NUMBER 394967 AND CERTIFICATE OF CORRECTION THEREOF RECORDED SEPTEMBER 28, 1929 AS DOCUMENT NUMBER 10492548 IN COOK COUNTY, ILLINOIS.

Common Address: 46 North 5<sup>th</sup> Avenue, Des Plaines, Illinois 60016

PIN: 09-07-421-011-0000