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After recording return to:

Beverly Bank & Trust Company, N.A.
9801 W. Higgins Rd., 4th Floor
Rosemont, Illinois 60018
Attn: Loan Operations

FIDELITY NATIONAL TITLE
α 2102482 34



2124419018

Doc# 2124419018 Fee \$88.00

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

KAREN A. YARBROUGH
COOK COUNTY CLERK

DATE: 09/01/2021 10:03 AM PG: 1 OF 8

This Space for Recorder's Use Only

CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT

THIS CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT (“Agreement”) is made and executed as of June 10, 2021, by PACE PROPERTY GROUP, L.L.C., an Illinois limited liability company, SURETY PROPERTY GROUP, L.L.C., an Illinois limited liability company and NATION PROPERTY GROUP, L.L.C., an Illinois limited liability company (individually and collectively, “Borrower”), in favor of BEVERLY BANK & TRUST COMPANY N.A., a national banking association (“Bank”).

RECITALS

WHEREAS, Bank is making a first mortgage loan to each of the Borrower (each a “Loan” and collectively, the “Loans”), in such amounts as evidenced by the following Promissory Notes dated as of even date herewith and executed by the respective Borrower, payable to the order of Bank (each a “Note” and collectively the “Notes”; and the Note(s) together with the Loan(s), including all indebtedness, liabilities and performance of any of the Borrower owed to Bank thereunder, are collectively, the “Obligations”): (i) Promissory Note in the original principal sum of \$370,179.13; (ii) Promissory Note in the original principal sum of \$542,437.08; and (iii) Promissory Note in the original principal sum of \$383,717.09;

WHEREAS, the Obligations are each secured by a Mortgage, Security Agreement, Financing Statement and Assignment of Rents (the “Mortgage”) given by Borrower to Bank, encumbering the real property owned by the respective Borrower, as further described in Exhibit A attached hereto and incorporated herein by reference (each a “Property” and collectively, the “Properties”); and

WHEREAS, to induce Bank to make the Loans and disburse the proceeds thereof, Borrower has agreed to cause all the Obligations, and each Property and other collateral (collectively, the “Collateral”) securing each of the Obligations, to be cross-defaulted and cross-collateralized.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein as though fully set forth and in consideration of the mutual covenants and agreements contained

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herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

1. **Hypothecation.** Each of the Borrower hereby pledges, hypothecates, assigns, transfers, mortgages, and grants to Bank a security interest in, the respective Collateral to secure any and all of the Obligations.

2. **Cross-Default/Collateralization.** The Obligations, all Collateral and all other loan documents evidencing the Obligations and/or securing the Collateral (collectively, the "Loan Documents"), are hereby cross-defaulted and cross collateralized so that, (i) the Mortgages and other Loan Documents, together with all Collateral secures, at any time, any of or all of the Obligations; and (ii) an Event of Default under, or in connection with, any of the Obligations or Loan Documents shall, at the election of Bank in its sole and absolute discretion, be deemed to constitute, an Event of Default under, or in connection with, all (or any) of the Obligations and/or other Loan Documents.

3. **Election of Remedies.** Upon an Event of Default under any of the Obligations or other Loan Documents, and without limiting any of its other rights and remedies, Bank shall have the right to exercise any and all of the rights and remedies provided under all or any of the Notes and other Loan Documents, or otherwise available under applicable law or at equity, in one or more proceedings, whether contemporaneous, consecutive or both, as determined by Bank in its sole and absolute discretion. Under such circumstances, Bank may enforce its rights and remedies against one or more of the Properties or against any other portion of any of the Collateral and such enforcement shall not constitute an election of remedies, and shall further not prejudice or in any way limit or preclude the enforcement of the Loan Documents, or any of them, through one or more additional proceedings. No judgment obtained by Bank under any one of the Notes, in any one or more enforcement proceeding shall merge any of the indebtedness evidenced by the remaining Notes into such judgment and all of such remaining Notes shall be a continuing obligation of Borrower. Borrower hereby waives and relinquishes any and all rights, whether at law or in equity, to require that Bank proceed to enforce or exercise any rights or remedies that Bank may have under any of the Loan Documents in any particular manner or order, or in any particular county (unless as to real property in which case the location of such property shall control). Bank may bring any action or proceeding, including without limitation, foreclosure proceeding(s), in any court having jurisdiction thereof, and such proceedings may relate to any or all of the Properties, without regard to the fact that one or more prior or contemporaneous proceedings have been commenced elsewhere by or on behalf of Bank with respect to the same or any other of the Collateral.

4. **Waiver of Marshaling.** Bank shall have the right to determine the order in which any or all of the Collateral shall be subjected to the remedies provided in the Loan Documents or otherwise available at law or in equity. Bank shall have the right to determine the order in which any of the Loans or other Obligations are satisfied and the proceeds realized upon the exercise of such remedies. Borrower waives any and all right to require the marshaling of assets or to require that any of the Collateral be sold in separate parcels, or as an entirety, or in any combination, in connection with the exercise of the rights and remedies permitted by applicable law and by the Loan Documents.

5. **This Agreement Controls.** In the event there are any inconsistencies between the terms and provisions of this Agreement and the terms and provisions of any of the other Loan Documents, the terms and provisions of this Agreement shall control.

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6. **Successors and Assigns.** This Agreement shall inure to the benefit of Bank's successors and assigns and shall be binding upon the Borrowers' respective successors and assigns.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

8. **Amendments; Waivers.** No amendment, modification, termination, discharge or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by Bank and, if necessary, Borrower.

9. **Governing Law.** This Agreement shall be delivered and accepted in and shall be deemed to be a contract made under and governed by the internal laws of the State of Illinois (but giving effect to federal laws applicable to national banks), and for all purposes shall be construed in accordance with the laws of such State, without giving effect to the choice of law provisions of such State.

10. **Enforceability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, unenforceable or invalid under any jurisdiction, such provision shall as to such jurisdiction, be severable and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

11. **Counterparts.** This Agreement may be executed simultaneously or in multiple counterparts, and by or in pdf/electronic format, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one instrument.

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Exhibit A Legal Descriptions

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 IN BLOCK 16 IN FREDERICK H. BARTLETT'S CENTERFIELD, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 158 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PIN's: 19-10-119-001-0000; 19-10-119-002-0000; 19-10-119-003-0000; 19-10-119-004-0000; 19-10-119-005-0000; 19-10-119-006-0000; 19-10-119-007-0000; 19-10-119-008-0000; 19-10-119-009-0000; 19-10-119-010-0000.

Commonly known as: 5001-5025 S. Cicero Ave., Chicago, IL 60632

BORROWER/OOR: PACE PROPERTY GROUP, L.L.C.

PARCEL 2:

THAT PART OF THE WEST 167.11 FEET OF LOT 5 IN FINK AND OTHER'S SUBDIVISION OF THE SOUTH 23.05 CHAINS OF THAT PART LYING WEST OF THE NORTH BRANCH ROAD, OF THE SOUTHWEST 1/4 OF SECTION 18 AND THE NORTH 13 RODS OF THAT PART LYING WEST OF THE NORTH BRANCH ROAD OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE EAST LINE OF THE WEST 167.11 FEET OF SAID LOT 5, A DISTANCE OF 66.00 FEET SOUTH, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 32.09 FEET TO A POINT; THENCE NORTHWESTERLY IN A STRAIGHT LINE, A DISTANCE OF 135.55 FEET TO A POINT IN THE WEST LINE OF SAID LOT 5, SAID POINT IN THE WEST LINE THEREOF, BEING 21.00 FEET, AS MEASURED ALONG THE SAID NORTH LINE, SOUTH OF A LINE, 33.00 FEET SOUTH, MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 19 AFORESAID;

(EXCEPT THAT PART TAKEN IN CASE NO. 91L50442 KNOWN AS PARCEL NO. 0920002), MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT A POINT ON THE EAST LINE OF THE WEST 167.11 FEET OF SAID LOT 5, A DISTANCE OF 66.00 FEET SOUTH, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 32.09 FEET TO A CROSS-CUT IN CONCRETE, AND TO THE POINT OF BEGINNING; THENCE NORTH 85 DEGREES, 08 MINUTES, 06 SECONDS WEST, A DISTANCE OF 135.77 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5, THAT IS 21.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 5, AS MEASURED ON SAID WEST LINE; THENCE SOUTH 01 DEGREES, 07 MINUTES, 50 SECONDS EAST ON SAID WEST LINE 12.00 FEET TO A CROSS-CUT IN CONCRETE; THENCE NORTH 89 DEGREES, 47 MINUTES, 40 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 135.04 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

PIN: 10-19-102-027-0000

Commonly known as: 6947-6949 W. Dempster Ave., Morton Grove, IL 60053

BORROWER/OOR: SURETY PROPERTY GROUP, L.L.C.

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PARCEL 3

LOTS 11 AND 12 IN GRAYLAND PARK ADDITION TO CHICAGO A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4817-19 W. Irving Park Road, Chicago, IL 60641

PIN's: 13-21-203-008-0000; 13-21-203-009-0000

BORROWER/OOR: NATION PROPERTY GROUP, L.L.C.

Property of Cook County Clerk's Office