11-94-083(DI)

CROSS-COLLATERAL AGREEMENT

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AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER AGREEMENT DATED MARCH 28, 1988, AND KNOWN AS TRUST NO. 105008-09

and

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER AGREEMENT DATED MARCH 28, 1988, AND KNOWN AS TRUST NO. 105011-04

and

M & J/RETAIL LIMITED PARTNERSHIP an Illinois limited partnership

with

MACCAREES LIFE AND ANNUITY COMPANY A Michigan corporation

Dated: January /0 , 1989

Common Property Addresses:

Evergreen Commons 2637-2641 West 95th Street Evergreen Park, 113 nois

and

111th & Western Plaza
11110-11126 South Western Avenue
Chicago, Illinois

BOX 333-GG

THIS DOCUMENT WAS PREPARED BY, ITS RECORDING IS REQUESTED BY AND WHEN RECORDED RETURN TO:

Levenfeld, Eisenberg, Janger, Glassberg, Samotny & Halper 33 West Monroe Street

21st Floor

Chicago, Illinois 60603 Attention: Michael J. Tuchman, Esq.

Permanent Tax Nos.

24-12-201-031-0000 24-12-201-037-0000

and

24-24-207-023-0000

24-24-207-024-0000

24-24-207-025-0000

24-24-207-026-0000

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CROSS-COLLATERAL AGREEMENT

This Cross-Collateral Agreement (the "Agreement"), made this 10th day of January, 1989, by American National Bank & Trust Company of Chicago, 33 North LaSalle Street, Chicago, Illinois, not personally but as Trustee under Agreement dated March 28, 1988, and known as Trust Number 105008-09 (the "Evergreen Trust"), American National Bank & Trust Company of Chicago, 33 North LaSalle Street, Chicago, Illinois, not personally but as Trustee under Agreement dated March 28, 1988, and known as Trust Number 105011-04 (the "111 Trust") and M&J/Retail Limited Partnership, 180 North Michigan Avenue, Chicago, Illinois, an Illinois limited partnership (the "Beneficiary") (the Evergreen Trust, 111 Trust and the Deneficiary are hereinafter sometimes referred to individually and collectively as "Borrower") to Maccabees Life and Annuity Company, a Michigan corporation ("Lender").

WITNESSETH:

WHEREAS, on even date, Lender has made a loan to the Evergreen Trust and Beneficiary in the principal amount of Six Hundred Thousand Dollars (\$600,000.00), pursuant to the provisions of a Loan Commitment dated November 8, 1988, as modified and accepted by a letter to Lender dated December 2, 1988 (the "Evergreen Loan");

WHEREAS, on even date, Lender has made a loan to the lll Trust and Beneficiary in the principal amount of Six Hundred Fifty Thousand Dollars (\$650,000.00), pursuant to the provisions of a Loan Commitment dated November 3. 1988, as modified and accepted by a letter to Lender dated December 2, 1988 (the "lll Loan");

WHEREAS, the Evergreen Loan is evidenced and/or secured by, inter alia, a Promissory Note of even date, payable to the order of Lender in the principal sum of Six Hundred Thousand Dollars (\$600,000.00); a First Mortgage and Securicy Agreement of even date herewith which grants to Lender a first and prior lien on certain premises owned by the Evergreen Trust located in Evergreen Park, Illinois, as therein more fully described and as legally described on Exhibit A hereto, an Assignment of Rents, Leases, Income and Profits of even date herewith in favor of Lender, a Security Assignment of Beneficial Interest in Land Trust in favor of Lender and various other Loan Documents (as defined in the First Mortgage and Security Agreement) (the "Evergreen Documents"), all such documents constituting the "Evergreen Security";

WHEREAS, the lll Loan is evidenced and/or secured by, interalia, a Promissory Note of even date, payable to the order of Lender in the principal sum of Six Hundred Fifty Thousand Dollars (\$650,000.00); a First Mortgage and Security Agreement of even date herewith which grants to Lender a first and prior lien on certain premises owned by the lll Trust located in Chicago, Illinois, as therein more fully described and as legally described on Exhibit A hereto, an Assignment of Rents, Leases, Income and Profits of even date herewith in favor of Lender, a Security Assignment of Beneficial Interest in Land Trust in favor of Lender and various other Loan documents (as defined in the First Mortgage and Security Agreement) (the "lll Documents"), all such documents constituting the "lll Security";

WHEREAS, the Evergreen Documents and the 111 Documents each contain provisions to the effect that an event of default under one set of documents shall constitute an event of default under the other (subject to all applicable grace periods);

WHEREAS, Lender has required as a condition to making the Evergreen Loan and the 111 Loan that the loans be cross-collateralized; and

WHEREAS, Borrower desires to provide as collateral security for the 111 Loan all of the Evergreen Security and as collateral security for the Evergreen Loan all of the 111 Security.

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and the covenants berein contained, the parties hereto agree as follows:

- 1. The Evergreen Documents shall be construed, and the Evergreen Documents are hereby amended for purposes of permitting Lender to so construe, to grant Lender, as additional collateral security for the Evergreen Loan, all of the 111 Security.
- 2. The 111 Documents shall be construed, and the Evergreen Documents are hereby amended for purposes of permitting Lender to so construe, to grant Lender, as additional collateral security for the 111 Loan, all of the Evergreen Security.
- 3. The effect of paragraphs 1 and 2 above shall be the same as if the Evergreen Documents critically granted Lender all of the 111 Security and the 111 Documents originally granted Lender all the Evergreen Security, so that lender, in the event of any event of default under the Evergreen Documents, after the expiration of any applicable grace period, could proceed to exercise every right, remedy and recourse available could in the event of any default under the 111 Documents or both, and in the event of any applicable grace period, could proceed to exercise every right, remedy and recourse available to it under the 111 Documents, the Evergreen Documents or both, in each case including (without limitation) the right to satisfy the indebtedness incurred with respect to one Loan out of the proceeds of foreclosure of the property secured by the other Loan.
- 4. Maker acknowledges and understands that this Agreement shall be recorded with the Cook County Recorder of Deeds as of the date of execution and filing of the Evergreen Documents and the 111 Documents.
- 5. Lender and Borrower agree to negotiate in good faith a fee payable to Lender which will be sufficient consideration for Lender to cancel this Agreement and to delete from the Evergreen Documents and the 111 Documents the cross-default provisions therein contained.
- 6. This Agreement is made in and shall be governed by and construed in accordance with the laws of the State of Illinois.
- 7. Each of the parties hereto shall hereafter execute and deliver such further instruments and do such further acts and things as may be reasonable required or is useful to carry out the

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intent and purposes of this Agreement and as are not inconsistent with the terms hereof.

- 8. This Agreement shall inure to the benefit of and be binding upon the permitted successors and the permitted assigns of the respective parties hereto.
- 9. All rights, privileges and remedies afforded the parties hereto shall be deemed cumulative and not exclusive and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein or available at law or in equity.
- 10. If any provision of this Agreement, or the application thereof co any entity or circumstance, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, such invaligity shall not affect any other provision of this Agreement, of the application thereof, which can be given effect without the invalid provision, or application thereof, and to this end the parties hereto agree that the provisions of this Agreement are and shall be severable.
- 11. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.
- 12. If any party nersto commences an action against another to enforce any of the terms hereof or because of the breach by any party hereto of any of the terms hereof, then the successful party after final judgment shall be entitled to receive from the other party hereto his reasonable at orneys' fees and other costs and expenses incurred in connection with the prosecution or defense of such action.
- 13. No failure by any party here to exercise, or delay by any party hereto in exercising, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. No notice to or demand on any party hereto in any case shall, in itself, antitle the party receiving notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of a party hereto to any other or further action in any circumstance without notice or demand.

IN WITNESS WHEREOF, the undersigned have executed and sealed this Agreement as of the date first above written.

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, NOT PERSONALLY BUT AS TRUSTEE UNDER AGREEMENT DATED MARCH 28, 1988, AND KNOWN AS TRUST NO. 105008-09 OF STATE OF

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BUT AS TRUSTEE UNDER AGREEMENT DATED
BUT AS TRUSTEE UNDER AND KNOWN AS
MARCH 28, 1988, AND KNOWN AS
TRUST NO. 105011-04
TRUST NO. BY: TEST DIA.

Clark's Office Medianel

STATE OF ILLINOIS)	
) SS: COUNTY OF COOK)	
On this the day of January, 1989, before me,	
the undersigned Notary Public, personall appeared Letter II. John American National Bank and I have the personal be an officer of	, y)
be an officer of	ļ
officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.	u.
IN WITNESS WHEREOF, I hereunto set my hand and officia	1
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COUNTY OF COOK	
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STATE OF ILLINOIS) SS:	
STATE OF ILLINOIS) SS: COUNTY OF COOK)	
On this the 10th day of January, 1989, before me Keith L. Moore , the undersigned Notary Public, personall	v
Keith L. Moore, the undersigned Notary Public, personall appeared Marc R. Wilkow, who acknowledged himself/herself to	•
be an officer of $M+J$ W_1/kw , Ltd , and that (s)he, as such officer, being authorized to do so, executed the foregoing	
instrument for the purposes therein contained.	
IN WITNESS WHEREOF, I hereunto set my hand and officia	1
seal.	
(SEAL) KEMME	_
My Commission expirest MOORE	
MY COMMISSION STATE OF ILLINOIS	

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EXHIBIT A

Legal Description

Evergreen Commons

THE EAST 132 FEET OF THE NORTH 125 FEET OF THE WEST 1/2 OF THE EAST 1/2 (2/CEPT THE WEST 10 FEET THEREOF) OF BLOCK 5 IN HARRY W. HONORE JR. 5 SUBDIVISION OF THE NORTH 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

THE NORTH 125 FEET OF THAT PART OF THE EAST 1/4 OF BLOCK 5 (LYING WEST OF THE EAST 187.6 FEET THEREOF) IN HARRY W. HONORE JR.'S SUBDIVISION OF THE NORTH 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

111th & Western Plaza

LOTS 5 THROUGH 9 BOTH INCLUSIVE IN ELMER JORDAN AND COMPANY'S MORGAN PARK SUBDIVISION OF THE EAST 40 RODS OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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