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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

71-94-083 (D1)

Dated: January 10, 1989

Common Property Addresses:

Evergreen Commons
2637-2641 West 95th Street
Evergreen Park, Illinois

and

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

1989 JAN 9 PM 2 5
CITY OF CHICAGO

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.

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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
- 24-24-207-027-0000

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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 Beneficiary 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 111 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 8, 1988, as modified and accepted by a letter to Lender dated December 2, 1988 (the "111 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 Security 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 111 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 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 111 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 "111 Documents"), all such documents constituting the "111 Security";

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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 herein 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 originally 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 to it under the Evergreen Documents, the 111 Documents or both, and in the event of any default under the 111 Documents, after the expiration 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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AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO, NOT PERSONALLY
BUT AS TRUSTEE UNDER AGREEMENT DATED
MARCH 28, 1988, AND KNOWN AS
TRUST NO. 105011-04

By: [Signature]
Its: TRUSTEE

M & J/RETAIL LIMITED PARTNERSHIP, an
Illinois limited partnership
By: WILKOW/RETAIL PARTNERS LIMITED
PARTNERSHIP, an Illinois
limited partnership
By: M & J WILKOW, Ltd., a
Delaware corporation

By: [Signature]
Its: Marc R. Wilkow, President

[Faint, illegible text, likely a stamp or watermark]

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this the 14th day of January, 1989, before me,
the undersigned Notary Public, personally
appeared Peter H. Johnson, who acknowledged himself/herself to
be an officer of American National Bank and Trust Company of Chicago, and that (s)he, as such
officer, being authorized to do so, executed the foregoing instru-
ment for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official

seal.
(SEAL)
Notary Public
My Commission expires:

[Signature]

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this the 14th day of January, 1989, before me,
the undersigned Notary Public, personally
appeared Peter H. Johnson, who acknowledged himself/herself to
be an officer of American National Bank and Trust Company of Chicago, and that (s)he, as such
officer, being authorized to do so, executed the foregoing instru-
ment for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official

seal.
(SEAL)
My Commission expires:

[Signature]

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this the 10th day of January, 1989, before me,
Keith L. Moore, the undersigned Notary Public, personally
appeared Marc R. Wilkon, who acknowledged himself/herself to
be an officer of M & J Wilkon, 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 official

seal.

(SEAL)

My Commission expires:

OFFICIAL SEAL
KEITH L. MOORE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/5/91

KEITH L. MOORE

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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 (EXCEPT THE WEST 10 FEET THEREOF) OF BLOCK 5 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.

THE NORTH 125 FEET OF THAT PART OF THE EAST 1/4 OF BLOCK 5 (LYING WEST OF THE EAST 188.6 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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