

CROSS-DEFAULT AGREEMENT

THIS AGREEMENT is made and given by MOUNT GREENWOOD BANK, not personally but solely as Trustee under Trust Agreement dated March 3, 1994 and known as Trust No. 5-1076 ("Mount Greenwood"), MCHENRY STATE BANK, not personally but solely as Trustee under Trust Agreement dated October 29, 1993 and known as Trust No. 12883 ("McHenry") and ROBERT ANDERSON and DAN ANDERSON (collectively, the "Andersons") [Mount Greenwood, McHenry and the Andersons being herein collectively called "Borrower"], to and for the benefit of WILLIAM LEVY ("Lender").

RECITALS:

A. Lender previously made loans to McHenry, as follows: (i) a loan of \$18,000.00 evidenced by McHenry's Promissory Note dated November 18, 1993 payable to Lender (the "First Note"), and (ii) a loan of \$27,000.00 evidenced by McHenry's Promissory Note dated December 20, 1993 payable to Lender (the "Second Note"). [The First Note, the Second Note, and the hereinafter described New Note are herein collectively called the "Notes."]

B. The First Note is secured by a Mortgage dated November 18, 1993 and recorded in Cook County, Illinois on November 26, 1993 as document number 93965462, which grants a lien against the property described in the attached Exhibit "A" (the "First Mortgage"). The Second Note is secured by a Mortgage dated December 20, 1993 and recorded in Cook County, Illinois on January 13, 1994 as document number 94046929, which grants a lien against the property described in the attached Exhibit "B" (the "Second Mortgage"). [The First Mortgage, the Second Mortgage and the hereinafter described New Mortgage are herein collectively called the "Mortgages."]

C. Borrower has now requested that Lender make a loan to Mount Greenwood in the principal sum of \$21,000.00 ("New Loan") evidenced by Mount Greenwood's Promissory Note dated May 1, 1994 payable to Lender (the "New Note"). The New Note is secured by a Mortgage dated May 1, 1994 which grants a lien against the property described in the attached Exhibit "C" (the "New Mortgage").

D. The Andersons have each given a written Guaranty of the Notes and the Mortgages.

RETURN TO RECORDER'S BOX 340

KPB/ANDERSON (02001.25300)

INTERCOUNTY TITLE

51396331

ANC

3083

159977 TRAM 1994 05/31/94 11:38:13  
1425 6 DW \*-94-4810  
COOK COUNTY RECORDER

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E. In order to induce Lender to make the New Loan to Mount Greenwood, and in consideration thereof, Borrower has made and given this Agreement.

NOW THEREFORE, Borrower covenants and agrees as follows:

Each of the Mortgages secures all of the Notes collectively and each of the Notes individually, and the property which is the subject of each of the Mortgages shall constitute collateral given to secure all of the Notes collectively and each of the Notes individually.

A default or an Event of Default under any of the Notes or under any of the Mortgages shall also constitute a default and an Event of Default under all of the Notes and under all of the Mortgages.

The full payment of one of the Notes, or the release of one of the Mortgages, shall not diminish or impair the effect of this Agreement as to any unpaid Note or unreleased Mortgage.

This Agreement is made and delivered on May 1, 1994.

[MOUNT GREENWOOD BANK TRUST: INSERT EXCULPATORY CLAUSE HERE]

This instrument is executed by Mount Greenwood Bank, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by Mount Greenwood Bank are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against Mount Greenwood Bank by reason of any of the covenants, statements, indemnities, warranties, undertakings, agreements or representations contained in this instrument.

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MOUNT GREENWOOD BANK, solely as  
Trustee aforesaid

By: Sandra J. Ralston  
Its: Asst. Vice President

ATTEST:

By: Charles W. Robinson  
Its: Acting Secretary

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## (MCHENRY STATE BANK TRUST; INSERT EXCULPATORY CLAUSE HERE)

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Mchenry State Bank or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

REC DEPT-01 RECORDING 437.00  
 134999 TRAN 3994 05/31/94 11:38:00  
 41485 DW \*-94-481083  
 COOK COUNTY RECORDER

MCHENRY STATE BANK, solely as  
 Trustee aforesaid

By: *Philip S. King*  
 Its:

PHILIP S. KING  
 Vice President & Sr. Trust Officer

By: *William J. Taylor*  
 Its: WILLIAM J. TAYLOR  
 TRUST OFFICER

*Robert Anderson*  
 ROBERT ANDERSON

*Dan Anderson*  
 DAN ANDERSON

ABOG. GUSTAVO MONFORTE LUJAN, Notario Público del Estado en ejercicio, con - - -  
 residencia en esta Capital, Titular de la Notaría Pública Número Cuarenta y Ocho.-  
 C E R T I F I C O.- Que ante mí se presentó el señor DANIEL ANDERSON quien se - - -  
 Identificó con su licencia para manejar expedida por el Estado de Arizona, Estados  
 Unidos de Norte América No. 811476826 que tuve a la vista y suscribí ante mí la -  
 presente documentación. - - - Mérida, Yucatán a 14 de mayo de 1994. - - -



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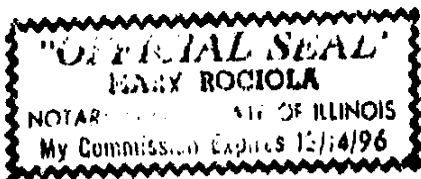
Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Barbara J. Ralvon, as Asst. Vice President and Charlotte Binnonneau, as Acting Secretary of MOUNT GREENWOOD BANK, as Trustee under Trust Agreement dated March 3, 1994 and known as Trust No. 5-1076, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President and Acting Secretary of said Association, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Association for the uses and purposes therein set forth; and said Acting Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Association did affix the corporate seal of said Association to said instrument as his own free and voluntary act and as the free and voluntary act of said Association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of May, 1994.



Mary Rociola  
Notary Public

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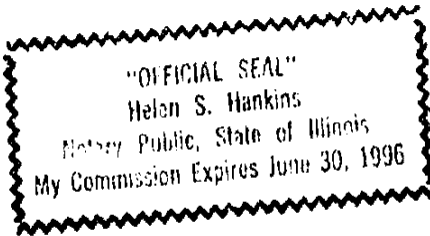
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STATE OF ILLINOIS )  
COUNTY OF COOK )  
MCHENRY

I, Helen S. Hankins, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Philip S. King, Vice Pres. & Sr. Trust Officer President and William J. Taylor, Trust Officer Secretary of MCHENRY STATE BANK, as Trustee under Trust Agreement dated October 29, 1993 and known as Trust No. 12883, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VP & STO President and Trust Officer Secretary of said Association, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Association for the uses and purposes therein set forth; and said Trust Officer Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Association did affix the corporate seal of said Association to said instrument as his own free and voluntary act and as the free and voluntary act of said Association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of May, 1994.

Helen S. Hankins  
Notary Public



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STATE OF ILLINOIS )  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public  
in and for the said County, in the State aforesaid, DO HEREBY  
CERTIFY that DAN ANDERSON, 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 he  
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 \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_.

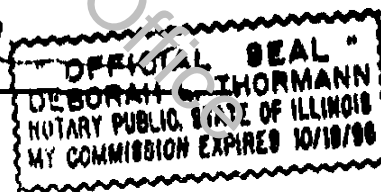
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, ROBERT ANDERSON, a Notary Public  
in and for the said County, in the State aforesaid, DO HEREBY  
CERTIFY that ROBERT ANDERSON, 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 he 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 \_\_\_\_\_ day of  
MAY 18 1994, 19\_\_.

Deborah L. Thormann  
Notary Public



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## EXHIBIT "A"

LOT 12 IN DE YOUNG'S SUBDIVISION OF LOT 17 OF SCHOOL TRUSTEE'S  
SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 25-16-216-002

Address: 10505 South Lafayette, Chicago, Illinois

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## EXHIBIT "A"

Lot 33 and the South 8 and 1/3 feet of Lot 34 in Block 3 in Hough and Reed's Addition to Washington Heights, in Section 8, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 25-08-303-013

Address: 9955 South Winston Avenue, Chicago, Illinois

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## EXHIBIT C

Unit 1-W together with its undivided percentage interest in the common elements in 6715 South Chappel Avenue Condominium as delineated and defined in the Declaration recorded as document number 22815404, in the West 1/2 of the Southeast 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 20-24-401-027-1005

Address: 6715 South Chappel , Unit 1-W, Chicago, Illinois

### THIS DOCUMENT PREPARED BY:

Kevin P. Breslin  
Katz Randall & Weinberg  
200 N. LaSalle Street  
Suite 2300  
Chicago, Illinois 60601

KRW File No. 02001.25300 (ANDERSON)

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11/15/11