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96 MAY 22 AM 11:45

RECORDER
OF PAGE COUNTY

Harney



Prepared by mail to
Bank of Bellwood
219 S. Mannheim
Bellwood, IL 60104

96476441

DEPT-01 RECORDING \$29.50
T40011 TRAN 2109 06/20/96 13:39:00
18346 R V *-96-476441
COOK COUNTY RECORDER

235069

16/5 JB

CROSS-COLLATERAL AND CROSS-DEFAULT AGREEMENT

Bank of Bellwood

Gentlemen:

You have one or more Loan Agreements, arising from the extension of credit to the undersigned and/or _____ which have created security interests in certain collateral, to wit:

See attached legal description.

In order to induce you to extend \$183,000 loan _____

and in consideration of you so doing, and for other good and valuable consideration, the receipt of which we hereby acknowledge, we agree as follows:

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- 1) All presently existing and hereafter acquired Collateral, whether or not specified in this agreement, in which you have or shall have a security interest shall secure the payment and performance of all of our liabilities and obligations to you of every kind and character, whether joint or several, direct or indirect, absolute or contingent, due or to become due, and whether under presently existing or hereafter created Accounts or agreements, or otherwise.

GREATER ILLINOIS TITLE CO
300 East North West Row
Wheaton, Illinois 60187

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- 2) A default under this agreement or any Account or agreement shall be deemed to be a default under all other Accounts and agreements. Upon our default any or all Accounts and agreements shall, at your option, become immediately due and payable without notice or demand to us or any other party obligated thereon, and you shall have and may exercise any and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in the applicable jurisdiction and as otherwise granted to you under any Account or other agreement. We hereby waive, to the maximum extent permitted by law, notices of default, notices of repossession and sale or other disposition of Collateral, and all other notices, and in the event any such notice cannot be waived, we agree that if such notice is mailed to us postage prepaid at the address shown below at least five (5) days prior to the exercise by you of any of your rights or remedies, such notice shall be deemed to be reasonable and shall fully satisfy any requirement for giving notice.
- 3) All rights granted to you hereunder shall be cumulative and not alternative, shall be in addition to and shall in no manner impair or affect your rights and remedies under any existing Account, agreement, statute or rule of law.
- 4) We agree to execute, and to cause any necessary Trustee to execute, such documents as you shall reasonably request to fulfill the intendments of this agreement.
- 5) You are hereby authorized to record this or any other document which you shall solely determine shall be advisable to protect your rights herein granted.

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This agreement may not be varied or altered nor its provisions waived except by your duly executed written agreement. This agreement shall inure to the benefit of your successors and assigns and shall be binding upon our heirs, administrators, executors, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this agreement is executed this 8th day of April, 1996.

Exoneration provision restricting any liability of the Commercial National Bank of Berwyn stated on *below* the reverse side hereof is hereby expressly made a part hereof.

Commercial National Bank of Berwyn as Trustee under Trust No. 960145 and not individually.

Itasca Bank and Trust Company as Trustee U/T #11279 and not personally

By: *Carol Ann Weber*
Authorized signature
Trust Officer

By: *Bubara Love*
Vice President & Senior Trust Officer

See Exculpatory Clause Rider attached to and made an express part hereof.

This Document is signed by COMMERCIAL NATIONAL BANK OF BERWYN not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the COMMERCIAL NATIONAL BANK OF BERWYN personally, or as Trustee, to sequester any or the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the COMMERCIAL NATIONAL BANK OF BERWYN is hereby expressly waived by the parties hereto and their respective Successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the COMMERCIAL NATIONAL BANK OF BERWYN. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by COMMERCIAL NATIONAL BANK OF BERWYN as Trustee.

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LOT 40 IN THE SEASONS, UNIT ONE, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1971 AS DOCUMENT R71-10567, IN DUPAGE COUNTY, ILLINOIS

02-09-403-004 cka: 829 Springfield, Roselle, IL
60172

PARCEL 1: LOTS 1 AND 7 IN BLOCK 8 IN BRADISH AND MIZNER'S ADDITION TO RIVERSIDE, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 265 IN BRANIGAN'S MEDINAH SPRING VALLEY UNIT NO. 4, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1955 AS DOCUMENT 76240, IN DUPAGE COUNTY, ILLINOIS.

02-11-404-007 cka: 6A. 250 HARVEY RD, MEDINAH
60157

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This Rider is attached to and forms part of certain Cross Collateral and Cross Default Agreement
dated 4-8-96, executed by Itasca Bank & Trust Co., Trustee u/t/a
No. 11279 and not personally:

This document is executed by Itasca Bank & Trust Co., not personally, but as Trustee under Trust No. 11279 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either express or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

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