

CROSS-COLLATERALIZATION/CROSS-DEFAULT AGREEMENT

This Agreement dated as of October 1, 1991 by and between Yutaka Koyama D. W. 8270 Ann Street, Chicago, Illinois 60619 ("Koyama"), Shiki Enterprises Corp., an Illinois corporation ("Shiki") (sometimes collectively referred to as "Borrowers") and First Illinois Bank & Trust ("Bank").

Recitals:

A. Koyama has requested that the Bank extend a loan to him in the principal amount of \$14,885.00 ("Loan") and extend the maturity of the Prior Note (referred to in Recital B below) to November 15, 1991. B. Shiki has requested that the Bank extend a loan to it in the principal amount of \$125,000 ("Shiki Loan").

C. Bank has agreed to extend the maturity of the Prior Note and grant the Loan and Shiki Loan, subject to the terms and conditions contained in the documents signed or to be signed by all required parties in connection with the Loan and also subject to the terms and conditions set forth herein. D. Koyama has incurred existing indebtedness with the Bank, more fully evidenced by a promissory note dated as of March 22, 1991 ("Prior Note"), in the original principal amount of \$1,052,619.00 and secured by collateral including:

- a) Mortgage dated March 22, 1991 on property commonly known as 252-292 East Algonquin Road, Arlington Heights, Illinois, registered with the Cook County Registrar of Torrens Titles as Document No. 3151750, as modified by Mortgage Modification Agreement dated October 1, 1991;
- b) Second Mortgage dated March 22, 1991 on property commonly known as 300 Bishop Court, Inverness, Illinois, recorded with the Cook County Recorder of Deeds as Document No. 91186248, as modified by Mortgage Modification Agreement dated October 1, 1991;
- c) Guaranty of Payment and Performance dated March 22, 1991 executed by Shiki and Koyama Corporation, an Illinois corporation;
- d) Collateral Assignment of Certificate of Deposit dated March 22, 1991; ("Prior Loan Documents").

8270 Ann Street Chicago, Illinois 60619

Handwritten notes and signatures on the right side of the page, including a large signature and the word "THIRTY" written vertically.

- D. The loan shall be evidenced by a promissory note dated as of October 1, 1991, in the original principal amount of \$14,885.00 ("Note"), and the loan shall be secured by the Prior Loan documents.
- E. The Shiki Loan shall be evidenced by a promissory note dated as of October 1, 1991, in the original principal amount of \$125,000.00 ("Shiki Note"), and the Shiki Loan shall be secured by collateral including:
 - a) Security Agreement-Equipment dated October 1, 1991;
 - b) Secured Guaranty of Payment and Performance of Yutaka Koyama, which is secured by the Second Mortgage on 300 Bishop Court, Inverness, Florida, as modified;
 - c) Guaranty of Payment and Performance of Koyama Corporation;
- F. Prior Note, Note and Shiki Note are sometimes referred to as "Note" or "Notes".
- G. Koyama and Shiki hereby agree that the Prior Note, Note and Shiki Note shall be cross-collateralized so that in an event of default under any of any said Notes, the collateral of any Note shall constitute collateral for the other Notes, all at the discretion of the Bank and at the Bank's sole option.
- H. Koyama and Shiki hereby agree that the Prior Note, Note and Shiki Note shall be cross-defaulted so that an event of default or the occurrence of any default of the borrower under any of the Notes shall constitute an event of default with respect to the other ones, all at the discretion of the Bank and at the Bank's sole option.
- I. NOW, THEREFORE, for value received and for other good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:
 1. Bank, Koyama and Shiki agree that at all times and until payment in full of all of the indebtedness, liabilities, and obligations of whatsoever kind or nature of Koyama and Shiki to the Bank, including the Note, Prior Note and Shiki Note and all liabilities (as defined in the Notes), the Note, Prior Note and Shiki Note shall be cross-collateralized with one another so that the collateral that secures any shall also constitute collateral for all.
 2. Bank, Koyama and Shiki agree that at all times and until payment in full of all of the indebtedness, liabilities, and obligations of whatsoever kind or nature of Koyama and/or Shiki to the Bank, including the Note, Prior Note and Shiki Note and all liabilities (as defined in the Notes), the Note, Prior Note and Shiki Note shall be cross-defaulted with one another so that any default under any one shall constitute a default under all.

as Guarantors

By _____
Tess: YUAKA KOYAMA

KOYAMA CORPORATION,
an Illinois corporation

By _____
Tess: SHIKI ENTERPRISES CORP.,
an Illinois corporation

ACKNOWLEDGED AND AGREED TO:

By _____
Tess: SHIKI ENTERPRISES CORP.,
an Illinois corporation

SHIKI ENTERPRISES CORP.,
an Illinois corporation

By _____
Tess: FIRST ILLINOIS BANK & TRUST
VICE PRES

~~By _____
Tess: FIRST ILLINOIS BANK & TRUST~~

YUAKA KOYAMA

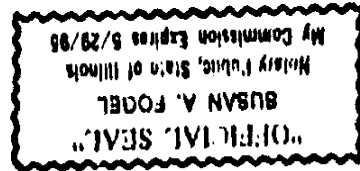
Dated at Arlington Heights, Illinois as of the date specified above.

3. Koyama, Shiki and Bank further agree that in the event of default, the Bank shall be entitled to exercise concurrently, successively, or selectively, any and all of the remedies contained in the Notes and any or all of the loan documents applicable thereto, and may realize upon the collateral securing any, as security for collateral of the others, whether the same is pledged by Koyama and Shiki and may apply the proceeds of the same against any indebtedness, liabilities, or obligations of Koyama and Shiki to the Bank and in such amount(s) as the Bank in its sole opinion shall elect.

Property of Cook County Clerk's Office

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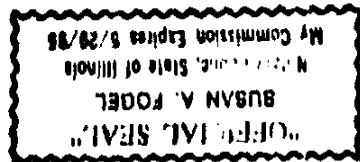


Susan A. Fogel
Notary Public

I, *Susan A. Fogel*, a notary public in and for the county and state aforesaid, DO HEREBY CERTIFY that *John M. Birk* of First Illinois Bank & Trust, appeared before me this day in person and acknowledged that he signed the foregoing instrument as his free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and seal this *1st* day of *October*, 19*97*.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

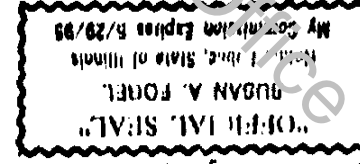


Susan A. Fogel
Notary Public

I, *Susan A. Fogel*, a notary public in and for the county and state aforesaid, DO HEREBY CERTIFY that *Yutaka Koyama* of *Shiki Enterprises Corp.* and *Yutaka Koyama* of *Koyama Corporation*, appeared before me this day in person and acknowledged that *they* signed the foregoing instrument as *his* free and voluntary act and as the free and voluntary act of said corporations, for the uses and purposes therein set forth.

Given under my hand and seal this *1st* day of *October*, 19*97*.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



Susan A. Fogel
Notary Public

I, *Susan A. Fogel*, a notary public in and for the county and state aforesaid, DO HEREBY CERTIFY that *Yutaka Koyama* appeared before me this day in person and acknowledged that he signed the foregoing instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this *1st* day of *October*, 19*97*.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Property of Cook

PARCEL 21 LOT 135 IN SPAYMORE HILLS OF INVERNESS UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JULY 23, 1987 AS DOCUMENT NUMBER 87-406843, IN COOK COUNTY, ILLINOIS.

PARCEL 11 LOT 2 IN ALGONQUIN-GOEBERT PARTNERSHIP SUBDIVISION 11, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: OF LOT 2 IN ALGONQUIN-GOEBERT PARTNERSHIP SUBDIVISION, BEING A SUBDIVISION IN PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 22, 1988, AS DOCUMENT NUMBER LR3736873, IN COOK COUNTY, ILLINOIS.

Schedule A - Legal Description

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CAROL MOULLEY BRANN
REGISTRAR OF TITLES

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
CHICAGO, ILLINOIS 60604

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