### UNOFFICIAL COPIVO14389

8355/0099 49 001 Page 1 of 5 2001-01-05 15:55:59 Cook County Recorder 29.50

This Instrument prepared by and after recording return to:

T. Wood /
American National Bank /
One N. Dunton Avenue /
Arlington Hts., IL 60005 /



REI TITLE SERVICES # P894435

#### NEGATIVE PLEDGE AGREEMENT

THIS NEGATIVE PLEDGE AGREEMENT (this "Agreement") is effective as of March 31, 2000, by and between LaSa'he National Bank, as successor Trustee to American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated July 16, 1994 and known as Trust Number 118583-05, a land trust (the "Trust") and American National Bank and Trust Company of Chicago, a national banking association (the "Bank").

WHEREAS, Trust is the owner of that certain real property commonly known as 8800 Waukegan Road, Morton Grove, Illinois and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, Market Place on Oakton, Inc.., an Illinois corporation ("Borrower") has entered into and the Bank has been induced to enter into a Installment Note (Secured) of even date herewith whereby Bank agreed to make a loan (the "Loan") to Borrover,

WHEREAS, to induce Bank to enter into the Loan, Trust has agreed to enter into this Agreement; and

**NOW, THEREFORE,** in consideration of the premises, and of the mutual agreement hereinafter set forth, the undersigned agrees as follows:

- 1. After the date hereof, Trust shall not, and shall not permit any entity to transfer, mortgage, pledge or otherwise encumber the Property.
- 2. Trust hereby represents and warrants to Bank that Trust is the fee title owner of the Property.
- 3. This Agreement shall be incorporated into and made a part of all loan documents executed by Trust.

- This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.
- This Agreement shall inure to the benefit of Bank's successors and assigns, and shall be binding upon the successors and assigns of Trust.

IN WITNESS WHEREOF, this Agreement is effective as of the date specified above.

**TRUST** 

LaSalle Bank National Association,

formerly known as

LaSalle National Bank, as successor Trustee to American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated July 16, 1994 And known as Trust Number 118583-05

STATE OF ILLINOIS

)SS.

COUNTY OF Cook)

This instrument was acknowledged before me on

(date) by

David J. Lanciotti (name of person) as authority) of LaSalle National Bank, land trust department

(type of

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Property or Coot County Clert's Office

# UNOFFICIAL COPY<sub>10014389</sub>

ACCEPTED BY: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO	
By: Dur Cara	This instrument is executed by LASALLE BANK National Association, not personally but solely as 'Trustbe, as aforenaid, in the exercise of the power and authority centered upon and vested in it as such Trustee. All the terms,
Its:	provisions, stipulations, coverients and conditions to be performed by LABALLE BARK Mational Association are undertaken by it solely as Trustoe, as aforsasiki, and not inclinicity and all statements herein made are made on information and belief and are to be constructs accordingly, and no per-
STATE OF ILLINOIS )	sonal liability shall be assented or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions.
COUNTY OF DOGS.	stipulations covenants and/or statements contained in this inst <b>rument</b>
This instrument was acknowledged before me on	March 31, 2000 (date) by
authority) of American National Eank and Trust C	rson) as $F V P$ (type of
additive of American National Bank and Trust C	Suila & heward
Teama\tlw\riovalley\negplgre.doc	Notary Public
	OFFICIAL SEAL
	LINDA J FREEWALT
	NOTARY PUBLIC, STATE OF ILLINOIS
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EXHIBIT "A" TO NEGATIVE PLEDGE AGREEMENT DATED MARCH 31, 2000

LEGAL DESCRIPTION: PARCEL 1:

LOT 16 TO 25, INCLUSIVE, (EXCEPT THOSE PARTS THEREOF WHICH HAS BEEN TAKEN BY THE STATE OF ILLINOIS FOR HIGHWAY PURPOSES PRIOR TO MAY 24, 1990, THE RECORDING DATE OF DEED IN TRUST DOCUMENT 90243305, AND EXCEPT THOSE PARTS OF LOTS 16 TO 24 THEREAFTER CONDEMNED IN CASE NO. 91L50328, CIRCUIT COURT OF COOK COUNTY) IN THE FORESTVIEW SUBDIVISION, BEING PART OF GEORGE LANDECKS SUBDIVISION IN THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF LOT 26 LYING EAST OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF SAID LOTS 8.25 FEET WEST OF THE NORTHEAST CORNER THEREOF TO A POINT IN A LINE 14 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT, 11.75 FEET WEST OF THE FAST LINE THEREOF, IN THE FOREST VIEW, BEING GEORGE LANDECK'S SUBDIVISION OF THE EAST 270 FEET OF THE SOUTH 1,010.77 FEET OF LOT 3 AND LOT 4 (EXCEPT THE NORTH 336 FEET) IN THE SUB OF THE SOUTH 23.05 CHAINS OF THAT PART LYING WEST OF THE CENTER OF WAUKEGAN ROAD OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "A" TO NEGATIVE PLEDGE AGREEMENT DATED MARCH 31, 2000 CONTINUED

#### PARCEL 3:

LOT 114 IN FOREST VIEW, BEING GEORGE LANDECK'S SUBDIVISON OF THE EAST 270 FEET OF THE SOUTH 1,010.77 FEET OF LOT 3 AND LOT 4 (EXCEPT THE NORTH 336 FEET) IN THE SUB OF THE SOUTH 23.05 CHAINS OF THAT PART LYING WEST OF THE CENTER OF WAUKEGAN ROAD OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 4. NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN 4S: 8800 N. WAUKEGAN ROAD, MORTON GROVE, ILLINOIS

PIN NUMBER: 10-18-320-011 10-18-320-024

10-18-320-019 10-18-320-025 10-18-320-020 10-18-320-026 10-18-320-021 10-18-320-027 10-18-320-022 10-18-320-033

10-18-320-023 10-18-320-042