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Doc#: 0811950025 Fee: \$46.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/28/2008 03:52 PM Pg: 1 of 6

This Instrument Prepared by and
When Recorded Return To:

Name: Barry C. Kessler & Associates
Address: 1275 Milwaukee Avenue
Suite 300
City: Glenview
State & Zip: Illinois 60025

Space Above This Line For Recorder's Use

**NEGATIVE PLEDGE AND CONVEYANCE AGREEMENT
BY
THE ESTATE OF THOMAS CAREY
AN ILLINOIS GENERAL PARTNERSHIP**

Permanent Index Numbers:
16-33-400-001-0000
16-33-400-005-0000, and
16-33-400-040-0000

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**NEGATIVE PLEDGE AND CONVEYANCE AGREEMENT
BY
THE ESTATE OF THOMAS CAREY
AN ILLINOIS GENERAL PARTNERSHIP**

This Negative Pledge and Conveyance Agreement (the "Agreement") is made this 14th day of April, 2008, by and between The Estate of Thomas Carey, an Illinois General Partnership, (referred to herein as "Borrower") and MB Financial Bank, N.A. (referred to herein as "Lender").

P R E A M B L E:

Borrower has requested of Lender to provide Borrower with a term loan in the outstanding principal amount of Five Million Three Hundred Thousand and no/100 (\$5,300,000.00) US Dollars (the "Loan"). The Lender has agreed to provide Borrower with such financing so long as, among other things, this Agreement shall be executed and delivered by Borrower.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by this reference and which constitute an integral part hereof, the execution and delivery of this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Borrower covenants and agrees that it will neither (A) sell, transfer, convey, assign or dispose, except in the ordinary course of business, whether by gift or otherwise, nor (B) create or permit to exist any mortgage, pledge, title retention lien, or other lien, encumbrance or security interest whether now existing or hereafter arising and wherever located with respect to any of Borrower's assets, including but not limited to the real property legally described in Exhibit A attached hereto and incorporated herein by reference (collectively, the "Property"), but expressly excluding the investment account currently held at Lender which is subject to a pledge to Lender.
2. Borrower shall perform any and all acts requested by the Lender to establish, maintain and continue the negative pledge of the Property, including but not limited to, executing or authenticating mortgages, financing statements and such other instruments and documents when and as reasonably requested by the Lender. Borrower hereby authorizes Lender through any of Lender's employees, agents or attorneys to file any and all financing statements, including, without limitation, any continuations, transfers or amendments thereof required to perfect the negative pledge set forth in this Agreement without authentication or execution by Borrower. Borrower further agrees to execute such documentation as may be required by Lender to perfect a mortgage with respect to the property legally described on Exhibit A attached hereto.
3. Upon payment in full of all of the obligations of Borrower to Lender as evidenced in that certain promissory note executed in favor of Lender by Borrower dated as of the date of this Agreement, as may be amended or restated from time to time (collectively, the "Note"), Lender shall execute and deliver to Borrower all instruments and documents requested by Borrower to effectuate a release of this Agreement.

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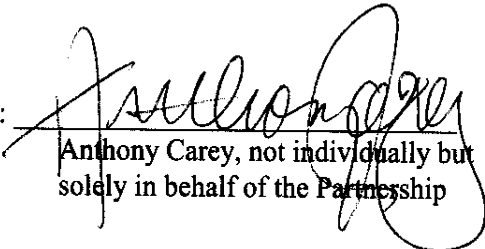
4. The parties are cognizant that Lender may record this Agreement with the Cook County Recorder of Deeds with respect to the property legally described on Exhibit A attached. In the event Lender records this Agreement, and should any action or proceeding be filed by any party with an interest in the real property identified on Exhibit A stemming from the recording of this Agreement, Borrower hereby agrees to indemnify, defend and hold harmless Lender from and against any and all loss, damages, expenses, costs and attorneys fees that may be incurred by the Lender in such action or proceeding.

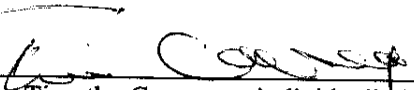
5. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or of any other agreement, document or instrument by and between the parties hereto or given by the Borrower to Lender. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the parties hereto and their successors and assigns, but shall not inure to the benefit of any other person, firm or corporation. The parties each represent to the other that this Agreement represents the full, final and complete agreement and understanding of the parties with respect to the subject matter hereto and that all representations, assertions, covenants and warranties not set forth herein shall be deemed to have merged into this written Agreement and shall be of no force or effect. This Agreement may be executed in any number of counterparts, each of which counterparts, once their executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered in Chicago, Illinois, as of the date first above written.

BORROWER:

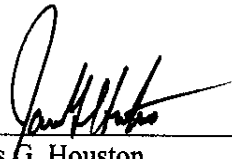
The Estate of Thomas Carey,
an Illinois General Partnership

By: 
Anthony Carey, not individually but
solely in behalf of the Partnership

By: 
Timothy Carey, not individually but
solely in behalf of the Partnership

LENDER:

MB FINANCIAL BANK, N.A.

By: 
James G. Houston
Sr. Vice President

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Borrower Acknowledgment:

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss

On this 14th day of April, 2008, before me, the undersigned, a Notary Public in and for said County in the state aforesaid, personally appeared Anthony Carey and Timothy Carey, to me personally known who, being by me duly sworn, did say that such persons are partners in The Estate of Thomas Carey, an Illinois General Partnership; that the instrument was signed on behalf of the said partnership by authority of its general partners; that such persons acknowledged the execution of the instrument to be the voluntary act and deed of the undersigned by their voluntarily execution hereof.

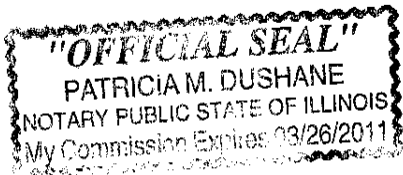
GIVEN under my hand and Notarial Seal this 14th day of April, 2008.



NOTARY PUBLIC

My Commission Expires:

3-26-2011
[SEAL]




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Lender's Acknowledgment

STATE OF ILLINOIS)
)
 COUNTY OF COOK) ss

On this 14th day of April, 2008, before me, the undersigned, a Notary Public in and for said County in the state aforesaid, personally appeared James G. Houston, to me personally known who, being by me duly sworn, did say that such person is a Sr. Vice President of MB Financial Bank, N.A.; that the instrument was signed on behalf of said Lender; that such person acknowledged the execution of the instrument to be the voluntary act and deed of said Lender by it voluntarily executed.

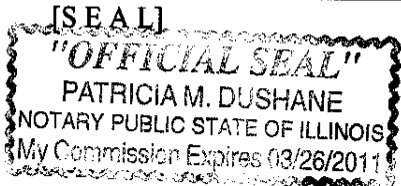
GIVEN under my hand and Notarial Seal this 14th day of April, 2008.



 NOTARY PUBLIC

My Commission Expires:

3-26-2011



THIS AGREEMENT WAS PREPARED BY,
 AND SHOULD BE
 RETURNED TO:

Barry C. Kessler
 Barry C. Kessler & Associates
 1275 Milwaukee Avenue
 Suite 300
 Glenview, IL 60025

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EXHIBIT A

PARCEL 1:

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL (EXCEPT THE 20 FEET WIDE RAILROAD SWITCH TRACK RIGHT OF WAY CONVEYED TO THE AMERICAN TAR PRODUCTS COMPANY, INC., BY DEED DATED JUNE 25, 1921, AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS IN BOOK 16967, PAGE 272 AS DOCUMENT NUMBER 7212576, ALSO EXCEPT THE EAST 50 FEET LYING NORTH OF THE SOUTH LINE OF OGDEN DITCH ALSO CALLED WEST FORK OF SOUTH BRANCH OF THE CHICAGO RIVER) LYING NORTH OF A LINE DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION, 1,213.18 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE WEST AT AN ANGLE OF 90 DEGREES SOUTH TO WEST, A DISTANCE OF 40 FEET; THENCE SOUTHWESTERLY ON A LINE WITH AN ANGEL OF 164 DEGREES 24 MINUTES MEASURED FROM EAST TO SOUTHWEST FROM LAST DESCRIBED LINE, A DISTANCE OF 259.98 FEET; THENCE SOUTHWESTERLY ON A LINE WITH A DEFLECTION OF 36 MINUTES TO LEFT FROM LAST DESCRIBED LINE, A DISTANCE OF 849.63 FEET; THENCE SOUTHWESTERLY ON A LINE WITH A DEFLECTION OF 17 MINUTES TO THE LEFT FROM LAST DESCRIBED LINE, A DISTANCE OF 234.76 FEET; THENCE SOUTHWESTERLY ON A LINE WITH A DEFLECTION OF 4 DEGREES, 28 MINUTES 15 SECONDS TO THE RIGHT, FROM LAST DESCRIBED LINE, A DISTANCE OF 210.14 FEET THENCE SOUTHWESTERLY ON A LINE WITH A DEFLECTION OF 2 DEGREES, 54 MINUTES, 30 SECONDS TO THE RIGHT FROM LAST DESCRIBED LINE, A DISTANCE OF 482.83 FEET; THENCE SOUTHWESTERLY ON A LINE WITH A DEFLECTION OF 6 MINUTES 52 SECONDS TO THE LEFT FROM THE LAST DESCRIBED LINE, A DISTANCE OF 411.74 FEET; THENCE SOUTHWESTERLY ON A LINE WITH A DEFLECTION OF 3 DEGREES, 13 MINUTES 30 SECONDS TO THE LEFT FROM THE LAST DESCRIBED LINE, A DISTANCE OF 259.35 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER 606.821 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTH EAST QUARTER IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 33, WHICH IS 1174.48 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER A DISTANCE OF 38.70 FEET TO A POINT 1213.18 FEET NORTH OF SAID SOUTHEAST CORNER; THENCE WEST PERPENDICULAR TO SAID EAST LINE OF SOUTHEAST QUARTER A DISTANCE OF 40 FEET; THENCE SOUTHWESTERLY ON A LINE WITH AN ANGEL OF 164 DEGREES 24 MINUTES, MEASURED FROM EAST TO SOUTHWEST FROM LAST DESCRIBED LINE, A DISTANCE OF 259.98 FEET TO A POINT WHICH IS 290.41 FEET (MEASURED PERPENDICULAR WEST OF SAID EAST LINE OF THE SOUTHEAST QUARTER AND THENCE EASTERLY A DISTANCE OF 292.08 FEET TO THE POINT OF BEGINNING; EXCEPTING FROM THE ABOVE DESCRIBED LAND THE EAST 50 FEET THEREOF FALLING IN CICERO AVENUE, IN COOK COUNTY, ILLINOIS.