



Doc#: 0900839028 Fee: \$74.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/08/2009 01:21 PM Pg: 1 of 6

NEGATIVE PLEDGE AGREEMENT

THIS NEGATIVE PLEDGE AGREEMENT (this "Agreement") is made as of the 19th day of December, 2008, by MJH NORTHBROOK LLC, a Delaware limited liability company ("Grantor") for the benefit of JPMorgan Chase Bank, N.A. (the "Bank").

WHEREAS, Marvin J. Herb Revocable Living Trust Dated 7/19/2000, MJH Investments Ltd., MJH Realty LLC, Marvin J. Herb, and Barrington Venture Holding Company, LLC (individually each a "**Guarantor**", and collectively hereinafter, the "**Guarantors**") have each executed a Commercial Guaranty of even date herewith (as amended from time to time, the "**Guaranties**") to guaranty repayment of the Indebtedness (as described in the Guaranties). All terms used herein if not otherwise defined shall have the meanings set forth in the Guaranties.

WHEREAS the Grantor is desirous of having Bank extend and/or continue the extension of credit to the Borrowers from time to time as Bank in its sole discretion may determine, and Bank has refused to consider the extension and/or continued extension of such credit until the Grantor executes this Agreement; and

WHEREAS, the extension and/or continued extension of credit, as aforesaid, by Bank is necessary or desirable to the conduct and operation of the business of Grantor, and will inure to the personal and financial benefit of the Grantor.

NOW, THEREFORE, in consideration of the extension and/or continued extension of credit by Bank to Borrower, as Bank may, in its sole discretion, determine, and for other good and valuable consideration to the Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees that it shall not create, incur, assume or suffer to exist any mortgage, deed of trust, pledge, lien, security interest, hypothecation, assignment, deposit arrangement or other preferential arrangement, charge or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to the property described in the attached Exhibit A (the "Property") without the prior written consent of Bank, which consent shall not be unreasonably withheld, conditioned or delayed if the proceeds generated by such action are paid to the Bank.

The Grantor expressly waives all notice of the acceptance by Bank of this Agreement. This Agreement shall be irrevocable and shall constitute a continuing agreement and shall be binding on the Grantor and its heirs, personal representatives, successors and assigns, and shall inure to the benefit of Bank, its successors and assigns until Bank has, in writing, notified the Grantor that all of the Indebtedness has been paid in full and all obligations arising in connection therewith have been discharged. No waiver shall be deemed to be made by Bank of any of its rights hereunder unless the same shall be in writing signed on behalf of Bank and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and shall in no way impair the rights of Bank or the obligations of the Grantor to Bank in any other respect at any other time.

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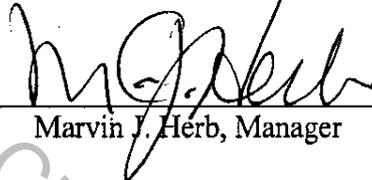
THIS AGREEMENT SHALL BE GOVERNED AND CONTROLLED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

To induce Bank to accept this Agreement, the Grantor irrevocably agrees that, subject to Bank's sole and absolute election, **ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. THE UNDERSIGNED HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST THE UNDERSIGNED BY BANK IN ACCORDANCE WITH THIS PARAGRAPH.**

THE UNDERSIGNED HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS AGREEMENT.

IN WITNESS WHEREOF, this Agreement has been executed as of date first written above.

MJH NORTHBROOK LLC,
a Delaware limited liability company

By: 

Marvin J. Herb, Manager

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ACKNOWLEDGEMENT OF SIGNATURES

STATE OF ILLINOIS)
) SS.
 COUNTY OF LAKE)

I, J. E. ROTHSCHILD, a Notary Public in and for the state and county aforesaid, do hereby certify that before me this day personally appeared Marvin J. Herb, known to me to be the same person whose name is subscribed to the foregoing consent, and acknowledged to me that he executed and delivered the foregoing consent as his free and voluntary act, for the uses set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 18th day of December, 2008



J. E. Rothschild

Notary Public

My Commission Expires:

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Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

See Attached

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT A**Legal Description**PARCEL 1:**

LOT 2 IN LANE PARK SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 15, 1976 AS DOCUMENT 23560771, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PERMANENT NON-EXCLUSIVE EASEMENT FOR PARKING PURPOSES CREATED BY EASEMENT DATED APRIL 19, 1985 AND RECORDED MAY 17, 1985 AS DOCUMENT 85025180 ON, OVER AND ACROSS:

THAT PART OF LOT 3 IN LANE PARK SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PART OF SAID LOT IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 3 AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 152.04 FEET; THENCE SOUTHWESTERLY ALONG A LINE, WHICH IS PERPENDICULAR TO THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 136.06 FEET TO A POINT ON SAID WESTERLY LINE; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE, A DISTANCE OF 67.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 3 IN NORTHWOOD EDENS, A SUBDIVISION OF PART OF HUGHES, BROWN, MOORE CORPORATION RESUBDIVISION OF UNITED REALTY COMPANY'S BUNDEE ROAD SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1968 AS DOCUMENT 20377823 (EXCEPT THAT PART OF SAID LOT 3 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE WESTERLY ALONG THE CENTERLINE OF VACATED MAPLE HILL DRIVE, ON A CURVE TO THE LEFT HAVING A RADIUS OF 524.13 FEET, A DISTANCE OF 410.77 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID CENTERLINE, TANGENT TO THE LAST DESCRIBED CURVE, TAKEN AS BEING SOUTH 66 DEGREES, 15 MINUTES, 30 SECONDS WEST, FOR THIS DESCRIPTION, A DISTANCE OF 22.22 FEET TO THE NORTHEASTERLY LINE OF SKOKIE BOULEVARD, BEING THE SOUTHWESTERLY LINE OF SAID LOT 3, OR THE SOUTHEASTERLY EXTENSION OF SAID SOUTHWESTERLY LINE; THENCE ALONG SAID NORTHEASTERLY LINE OF SKOKIE BOULEVARD, TAKEN AS BEING NORTH 26 DEGREES, 07 MINUTES, 00 SECOND WEST, FOR THIS DESCRIPTION, A DISTANCE OF 65.00 FEET; THENCE PARALLEL TO AND 65.00 FEET NORTHWESTERLY OF THE AFORESAID CENTERLINE OF VACATED MAPLE HILL DRIVE, THENCE NORTH 66 DEGREES, 15 MINUTES, 30 SECONDS EAST, A DISTANCE OF 29.28 FEET TO A POINT OF CURVE; THENCE CONCENTRIC WITH AND 65.00 FBET NORTHERLY OF SAID CENTERLINE, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 589.13 FEET, A DISTANCE OF 231.87 FEET TO A POINT, SAID POINT BEING 128.00 FEET SOUTHWESTERLY FROM, MEASURED AT RIGHT ANGLES TO, THE NORTHEASTERLY LINE OF SAID LOT 3; THENCE PARALLEL TO AND 128.00 FEET SOUTHWESTERLY OF SAID NORTHEASTERLY LINE OF LOT 3, THENCE NORTH 26 DEGREES, 06 MINUTES, 00 SECOND WEST, A DISTANCE OF 49.84 FEET; THENCE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, NORTH 63 DEGREES, 54 MINUTES, 00 SECOND EAST, A DISTANCE OF 128.00 FEET TO A POINT IN THE AFORESAID NORTHEASTERLY LINE OF LOT 3; THENCE ALONG SAID NORTHEASTERLY LINE OF LOT 3, SOUTH 26 DEGREES, 06 MINUTES, 00 SECONDS EAST, A DISTANCE OF 95.40 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID

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NORTHEASTERLY LINE, SOUTH 26 DEGREES, 45 MINUTES, 00 SECOND EAST, A DISTANCE OF 129.60 FEET TO THE POINT OF BEGINNING); IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF VACATED HENRICI DRIVE (ALSO KNOWN AS FRONTAGE ROAD), BEING THAT PART OF BLOCK 11 IN HUGHES-BROWN-MOORE CORPORATION'S RESUBDIVISION OF UNITED REALTY COMPANY'S DUNDEE ROAD SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 21, 1927 AS DOCUMENT 9692524, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 3 IN NORTHWOOD EDENS, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 2 AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1968 AS DOCUMENT 20377823; THENCE NORTHEASTERLY ALONG THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 69.0 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 3, A DISTANCE OF 268.29 FEET; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 69.0 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID LOT 3; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, A DISTANCE OF 268.29 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 1 IN 707 CONSOLIDATED SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1979 AS DOCUMENT 25034175, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 1 IN 707 CONSOLIDATED SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 2, AFORESAID; THENCE NORTH 63 DEGREES, 27 MINUTES, 13 SECONDS EAST ALONG THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 69.55 FEET; THENCE SOUTH 26 DEGREES, 29 MINUTES, 35 SECONDS EAST, A DISTANCE OF 292.80 FEET; THENCE SOUTH 24 DEGREES, 38 MINUTES, 13 SECONDS EAST, A DISTANCE OF 94.41 FEET; THENCE SOUTH 13 DEGREES, 24 MINUTES, 33 SECONDS EAST, A DISTANCE OF 100.37 FEET; THENCE SOUTH 05 DEGREES, 16 MINUTES, 30 SECONDS EAST, A DISTANCE OF 100.15 FEET; THENCE SOUTH 02 DEGREES, 12 MINUTES, 33 SECONDS EAST, A DISTANCE OF 82.27 FEET TO AN INTERSECTION WITH AN EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREE, 19 MINUTES, 56 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, A DISTANCE OF 63.43 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREE, 49 MINUTES, 56 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 195.60 FEET TO A CORNER OF SAID LOT 1; THENCE NORTH 26 DEGREES 44 MINUTES 37 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 447.95 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN Nos.: 04-02-402-030-0000
04-02-412-023-0000
04-02-424-034-0000

Common Address: 500, 555, 699 and 707 Skokie Boulevard, Northbrook, Illinois 60062

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