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**This Document Prepared By
and After Recording Return To:**

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Doc#: 1301622064 **Fee:** \$44.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/16/2013 01:46 PM Pg: 1 of 4

NEGATIVE PLEDGE AGREEMENT

RICHARD A. BARR

THIS NEGATIVE PLEDGE AGREEMENT (the "**Agreement**") dated for reference purposes only as of December 12, 2012 and is made effective as of the Amendment Execution Date (as defined in the December 2012 Amendment, defined below), is made by Susan D. Barr, as trustee under the Susan D. Barr Trust dated April 10, 1991, of 42 Woodley Drive, Winnetka, Illinois 60093 ("**Owner**"), in favor of MB Financial Bank, N.A. as successor to Corus Bank, N.A., located at 3959 N. Lincoln Avenue, Chicago, IL 60613 ("**Bank**").

1. Owner is the owner of the land legally described on Exhibit A attached hereto, together with all improvements thereon (the "**Property**"). Bank has made loans (the "**Loans**") to Richard A. Barr and certain wholly owned corporations ("**Borrowers**"), pursuant to the terms and conditions set forth in that certain Master Credit Agreement dated July 16, 2004 between Richard A. Barr and Bank ("**Original Agreement**"), as amended by that certain Amendment to Master Credit Agreement dated effective as of September 7, 2009 (the "**2009 Amendment**"), as amended by that certain Amendment to Master Credit Agreement dated effective as of July 16, 2010 (the "**2010 Amendment**"), as amended by that certain Amendment to Master Credit Agreement dated effective as of March 28, 2011 (the "**2011 Amendment**"), as amended by that certain Amendment to Master Credit Agreement dated effective as of March 5, 2012 (the "**March 2012 Amendment**"), as amended by that certain Amendment to Master Credit Agreement dated effective as of December 12, 2012 (the "**December 2012 Amendment**"; the Original Agreement, the 2009 Amendment, the 2010 Amendment, the March 2012 Amendment and the December 2012 Amendment as heretofore, concurrently herewith, and hereafter amended, modified, supplemented, extended, and reaffirmed shall be collectively referred to herein as the "**Credit Agreement**"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

2. Owner had heretofore granted to Bank a mortgage lien upon the Property, which lien Bank has released concurrently herewith.

3. In consideration of Bank releasing the lien of the mortgage, Owner hereby agrees to the following:

(a) At all times during the terms of the Loans, Owner shall remain the fee title owner of the Property.

(b) Owner shall not, without the prior written consent of Bank, which consent may be withheld in Bank's sole and exclusive discretion:

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(i) directly or indirectly pledge, mortgage, grant security interest in, sell, contract to sell, assign, transfer, convey, or dispose of the Property or any other collateral, or any portion thereof or any interest or estate therein, whether legal, equitable, beneficial or possessory, including but not limited to: (1) any conveyance into trust; (2) any change of the trustee of the Owner unless such change arises as a result of the death, permanent disability or legal incompetency of the existing trustee as of the Effective Date (as defined in the December 2012 Amendment), (3) any conveyance, sale or assignment of the beneficial interest in any trust holding title to the Property; (4) any conveyance, sale or assignment of the issued and outstanding capital stock, membership interest, partnership interest, or other equity interest of Owner; or (5) permit or contract or agree to do any of the foregoing;

(ii) subject or permit the Property or any other Collateral related to the Property, or any portion thereof or interest therein (whether legal, equitable, beneficial or otherwise) or estate in any thereof (including the right to receive the rents and profits therefrom) directly or indirectly, to any mortgage, deed of trust, lien, claim, security interest, encumbrance or right;

(iii) subject or permit the beneficial interest under any trust holding title to the Property, or any portion thereof or interest therein (whether legal, equitable, beneficial or otherwise) or estate in any thereof (or permit the same to be subjected), directly or indirectly, to any mortgage, deed of trust, lien, claim, security interest, encumbrance, collateral assignment or right;

(iv) lease or license the Property or any portion thereof;

(v) cause or permit by operation of Law (or otherwise) any rents, leases, or other contracts relating to the Property to be assigned to any party nor borrow against, pledge or further assign any rents due under any lease; or

(vi) cause or permit the existence of any license, restriction, lien, encumbrance, option, or other type of exception, including without limitation, any easement, covenant, declaration or restriction encumbering the Property or any portion thereof or consent to either the annexation of the Property to any municipality or any rezoning of the Property.

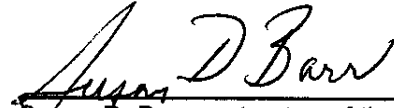
4. In addition, Owner agrees to provide written certification to the Bank, on or about the last day of each calendar quarter, that no additional lien, exception, or other encumbrance (including, without limitation, any judgment or tax lien) has been filed against, or otherwise placed on, the Property.

5. Owner understands that the purpose of this Agreement is to assure Bank that Owner will refrain from any activity which might have the effect of impairing the value or accessibility of the Property during the continuation of the Loans.

Signature Page Follows.

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IN WITNESS WHEREOF, the undersigned have executed and delivered this Negative Pledge Agreement dated for reference purposes only as of the date set forth above.

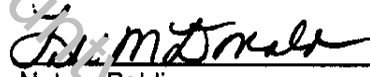


 Susan D. Barr, as trustee of the Susan
 D. Barr Trust dated April 10, 1991

STATE OF ILLINOIS)
)
 COUNTY OF Lake) SS:

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 12th day of December, 2012, personally appeared before me Susan D. Barr, as trustee of the Susan D. Barr Trust dated April 10, 1991, to me personally known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that she signed and delivered the same, as her free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



 Notary Public

My commission expires: 8.14.15



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL I:

ALL THAT PART OF A CERTAIN TRACT OF LAND KNOWN AS THE SOUTH 3.744 CHAINS (247.104 FEET) OF THE NORTH 6.24 CHAINS (411.84 FEET) OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 260 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 29 AND 251.58 FEET EAST OF THE WEST LINE OF SAID SECTION 29; THENCE WEST ALONG A LINE 260 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 29 251.58 FEET TO THE WEST LINE OF SAID NORTHWEST 1/4, THENCE SOUTH ALONG SAID WEST LINE OF SAID NORTHWEST 1/4 (BEING ALONG THE CENTER LINE OF HIBBARD ROAD) 76.92 FEET; THENCE EAST ALONG A STRAIGHT LINE 251.58 FEET TO A POINT 76.72 FEET SOUTH OF THE PLACE OF BEGINNING, THENCE NORTH ALONG A LINE 251.58 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 76.72 FEET TO THE PLACE OF BEGINNING (EXCEPT THE WEST 33 FEET THEREOF TAKEN FOR ROAD) IN COOK COUNTY, ILLINOIS.

PARCEL II:

ALL THAT PART OF THE NORTH 6.24 CHAINS OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID NORTHWEST 1/4 210.96 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE EAST 251.58 FEET ALONG A STRAIGHT LINE TO A POINT 210.86 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 49.14 FEET ALONG A LINE 251.58 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4; THENCE WEST 251.58 FEET ALONG A LINE 260 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4 TO THE WEST LINE OF SAID NORTHWEST 1/4; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHWEST 1/4 49.04 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Tax No. 05-29-100-077-0000

Commonly Known as 42 Woodley Drive, Winnetka, Illinois 60018