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TCF NATIONAL BANK

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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/27/2014 03:46 PM Pg: 1 of 6

NEGATIVE PLEDGE AGREEMENT

PREPARED BY AND AFTER RECORDING MAIL TO:

Timothy S. Brooks, Sr.
Ruff, Weidenaar & Peidy, Ltd.
222 N. LaSalle, Suite 700
Chicago, Illinois 60601

6710632 Howard

This Box For Recorder's Use Only

NEGATIVE PLEDGE AGREEMENT

This Negative Pledge Agreement (the "Agreement") is made as of March 1, 2014 by Verity Investments, LLC – Series 3, an Illinois series limited liability company, having an address at 1341 W. Fullerton, #200, Chicago, Illinois 60614 (the "Debtor"), and TCF NATIONAL BANK, a national banking association, with an office located at 800 Burr Ridge Parkway, Burr Ridge, Illinois 60527 (the "Bank")

WITNESSETH

WHEREAS, Bradley B. Suster, The Bradley B. Suster Trust dated October 10, 2007 (the "Suster Trust"), Barnes Real Estate Holdings, LLC, an Illinois series limited liability company ("BREH"), Barnes Real Estate, Inc., an Illinois corporation, and various other affiliated Illinois series limited liability companies in the BREH series (collectively the "BREH 1-102 Borrowers") were indebted to the Bank under a certain loan (the "Term Loan A") as evidenced by a promissory note executed and delivered by the BREH 1-102 Borrowers, as amended (the "Term Note A");

WHEREAS, Bradley B. Suster, the Suster Trust, Barnes Real Estate Holdings, LLC, an Illinois series limited liability company ("BREH"), and Barnes Real Estate Holdings, LLC – Series 103, an Illinois series limited liability company, (collectively the "BREH 103 Borrowers") were indebted to the Bank under a certain loan (the "Term Loan B") as evidenced by a promissory note executed and delivered by the BREH 103 Borrowers, as amended (the "Term Note B");

WHEREAS, the Term Loan A and the Term Loan B were previously secured, in part, by a mortgage on that certain real estate located in Cook County, Illinois and legally

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described on Exhibit A attached hereto and made a party hereof (the "Premises") executed and delivered by Barnes Real Estate Holdings, LLC – Series 99, an Illinois series limited liability company ("BREH99), and Barnes Real Estate Holdings, LLC – Series 100, an Illinois series limited liability company ("BREH100), to the Bank. To induce the Bank to release the lien of said mortgage from the Premises, BREH99 and BREH100 offered to enter into a Negative Pledge Agreement relative to the Premises with the Bank;

WHEREAS, Debtor, Verity Investments, LLC, an Illinois series limited liability company, and various other affiliated series limited liability companies in the Verity Investment series (collectively the "Verity Borrowers") have assumed all liability as co-borrowers with Bradley B. Suster and the Suster Trust of the Term Loan A evidenced by the Term Note A pursuant to that certain Loan Assumption and First Note Modification Agreement of even date herewith between the Verity Borrowers and the Bank;

WHEREAS, Verity Investments, LLC – Series 2, an Illinois series limited liability company ("Verity 2"), has assumed all liability as co-borrower with Bradley B. Suster and the Suster Trust of the Term Loan A evidenced by the Term Note B pursuant to that certain Loan Assumption and Fourth Note Modification and Extension Agreement of even date herewith between the Verity Borrowers and the Bank;

WHEREAS, Debtor has acquired the Premises from BREH99 and BREH103 and to induce the Bank to consent to such acquisition and to consent to the aforesaid assumption of loans has offered to execute and deliver this Agreement to the Bank.

NOW THEREFORE, for Ten (\$10.00) Dollars and other Good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor hereby agrees with the Bank as follows:

1. Debtor covenants and agrees that Debtor shall not directly or indirectly sell, transfer, assign, lease, convey, encumber, mortgage, hypothecate, pledge or dispose of any of Debtor's rights, title or interest in and to that certain real estate located in Cook County, Illinois legally described On Exhibit A attached hereto and made a part hereof without the express written consent of the Bank.

2. Any default by Debtor in the performance or observance of the terms and conditions of this Agreement shall constitute an additional Default under the Term Note A, Term Note B and any other documents or instruments evidencing or securing the Term Loan A or Term Loan B.

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In witness whereof, the undersigned has executed this Negative Pledge Agreement as of the day and year specified above.

DEBTOR:

VERITY INVESTMENTS, LLC – SERIES 3,
an, Illinois series limited liability company,

By: Hector Hernandez
Name: Hector Hernandez
Title: Manager

BANK:
TCF NATIONAL BANK

By: [Signature]
Name: Vice President
Title: Cynthia Coady, Esq.

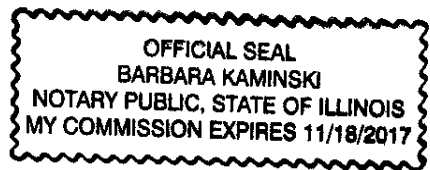
STATE OF Illinois
)SS.
COUNTY OF Cook

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Hector Hernandez, personally known to me to be the same person whose name is as Manager of Verity Investments, LLC – Series 3, an Illinois series limited liability company, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said series limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of MARCH, 2014.

[Signature]
Notary Public

My Commission Expires: 11-18-2017

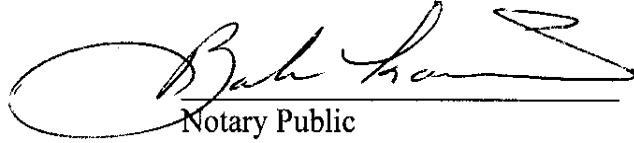


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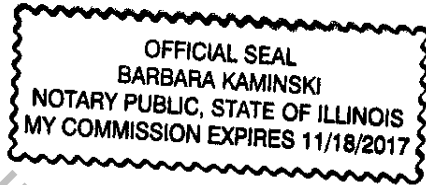
STATE OF Illinois
COUNTY OF Cook)SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Cyndy G. GATHES as VICE PRESIDENT of TCF National Bank, a national banking association subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they being duly authorized, signed and delivered said instruments as his/her free and voluntary act and as the free and voluntary act of said association for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of MARCH, 2014.


Notary Public

My Commission Expires: 11-18-2017



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EXHIBIT A LEGAL DESCRIPTION

Parcel 121

Address: 14732 S. WOOD STREET, HARVEY, IL 60426

P.I.N 29-07-403-035-0000

Legal: THE SOUTH ½ OF LOT 20 AND ALL OF LOT 21 IN BLOCK 179 IN HARVEY, A SUBDIVISION IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 122

Address: 14915 S. LEAVITT, HARVEY, IL 60426

P.I.N 29-07-320-027-0000

29-07-320-028-0000

Legal: LOTS 9 AND 10 IN BLOCK 252 IN SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF FRACTIONAL SECTION 7, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE WEST ½ OF THE SOUTHWEST ¼, THENCE NORTH ALONG THE EAST LINE OF THE WEST ½ OF THE SOUTHWEST ¼, 33.96 CHAINS, THENCE WEST 15.61 CHAINS, THENCE SOUTH 11 ¾ DEGREES EAST, 34.60 CHAINS, THENCE EAST 8.48 CHAINS TO POINT OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 11, 1987 AS DOCUMENT NUMBER 2497691, IN COOK COUNTY, ILLINOIS.

Parcel 126

Address: 14717 S. WOOD, HARVEY, IL 60426

P.I.N 29-07-404-014-0000

Legal: LOT 44 AND THE NORTH ½ OF LOT 43 IN BLOCK 188 IN HARVEY, A SUBDIVISION OF THE SOUTHEAST ¼ AND THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Parcel 127

Address: 14905 S. HOYNE, HARVEY, IL 60426

P.I.N 29-07-323-045-0000

Legal: THE NORTH ½ OF LOT 41 AND ALL OF LOT 42 IN BLOCK 158 IN HARVEY, A SUBDIVISION OF THE SOUTHEAST ¼ AND THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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