UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY:

Evergreen Bank Group Attention Michael Obremski 1 Grant Square – Suite 100 Hinsdale, Illinois 60521

AFTER RECORDING RETURN TO:

Evergreen Bank Group 1 Grant Square – Suite 100 Hinsdale, Illinois 60521 Attention: Margaret Miller

Property: 1072 Elin Street, Winnetka,

Illinois 60093

PIN: 05-20-109-009-0000



NHSP FEE:\$9.00 RPRF FEE: \$1.00

:00K COUNTY RECORDER OF DEEDS
DATE: 11/08/2019 11:02 AM PG: 1 OF 6

Space Above This Line Reserved For Recorder's Use

NEGATIVE PLEDGE AGREEMENT

THIS NEGATIVE PLEDGE AGREEMENT (the "Agreement") is entered into 2.5 of the 16th day of October, 2019 (the "Effective Date"), by and between CLAUDIA HELEN CESCA AND GREGORY THOMAS CESCA, AS TRUSTEES OF THE TAG TRUST DATED SEPTEMBER 5, 2003 ("Grantor"), with an address at 1072 Elm Street, Winnetka, Illinois 60093 for the benefit of EVERGREEN BANK GROUP, an Illinois banking corporation ("Lender"), having its principal office at 1 Grant Square, Suite 100, Hinsdale, Illinois 60521 on the following terms and conditions and in connection with Lender's extension of credit to RGB LIGHTS, LLC, a Delaware limited liability company ("Borrower"). Unless otherwise defined in this Agreement, capitalized terms used herein shall have the meanings ascribed to them in the Business Loan Agreement by and between Borrower and Lender. Borrower and Grantor understand and agree that: (A) in granting, renewing, or extending any loans or other financial accommodations to Borrower or Grantor, Lender is relying upon Grantor's representations, warranties, and agreements

UNOFFICIAL COPY

as set forth in this Agreement, and (B) all such loans and financial accommodations shall be and remain subject to the terms and conditions of this Agreement.

1. <u>Negative Covenants</u>. Grantor covenants and agrees with Lender while any loans or financial accommodations are due and owing Lender by Grantor or Borrower, Grantor shall not, without the prior written consent of Lender:

FAIL TO CONTINUE TO OWN GRANTOR'S REAL PROPERTY AS MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF AND GRANTOP AGREES NOT TO CREATE OR GRANT TO ANY PERSON, EXCEPT LENDER, ANY LIEN, SECURITY INTEREST, ENCUMBRANCE, CLOUD ON TITLE, MORTGAGE, PLEDGE OR SIMILAR INTEREST IN ANY OF THE REAL PROPERTY DESCRIBED ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

- 2. Governing Law. This Agreement and all other loan documents and the rights and obligations of the parties hereto shall be governed by the laws of the State of Illinois without regard to principles concerning choice of law. In any action arising out of or connected with this Agreement, Grantor hereby expressive consents to the personal jurisdiction of any state or federal court located in the State of Illinois and also consents to service of process by any means authorized by federal or governing state law.
- 3. <u>Counterparts</u>. This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signator es.
- 4. <u>Authority</u>. The signatories hereto state that they have read and understand this Amendment, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

Remainder of page left blank intentionally – signature page to follsy.

1931255124 Page: 3 of 6

UNOFFICIAL COP

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

GRANTOR:

TAG TRUST DATED SEPTEMBER 5, 2003

Name: Claudia Helen Cesca

Property of Cook County Clark's Office

1931255124 Page: 4 of 6

UNOFFICIAL COPY

STATE OF IL
STATE OF IL) SS. COUNTY OF MeHeary)
On this 18 day of 16 day of 2019, before me personally appeared Claudia Helen Cesca, Trustee of the TAG Trust Dated September 5, 2003, to me known to be the person who
executed the foregoing instrument on behalf of and by the authority of such trust and
acknowledged the same.
IN WITNESS WHEREOF, I hereunto set my hand and notarial seal
Municipal Mafilis
Name: Monika H. Horefling
Print Name
Ox
Notary Public, State of
My commission Expires:

OFFICIAL SEAL
MONIKA A HOEFLING
NOTARY PUBLIC - STATE OF ILLINOIS
M/ COMMISSION EXPIRES:08/24/22

1931255124 Page: 5 of 6

UNOFFICIAL COPY

STATE OF LIMONS) SS. COUNTY OF (ool)

On this 2157 day of Octobe (, 2019, before me personally appeared Gregory Thomas Cesa, Trustee of the TAG Trust Dated September 5, 2003, to me known to be the person who executed the foregoing instrument on behalf of and by the authority of such trust and acknowledged the same.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

Name:

:: <u>Nineve</u> Be

Notary Public, State of Illinois

My commission Expires: 12/10/1203

NINEVE BENJAMIN
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 19, 2022

1931255124 Page: 6 of 6

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

LOT 3 IN BLOCK 6 IN GROVELAND ADDITION TO WINNETKA, BEING A SUBDIVISION OF THE EAST 70 ACRES OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 1072 ELM STREET, WINNETKA, ILLINOIS 60093

NUMB.

OF COOK COUNTY CLERK'S OFFICE PERMANENT INDEX NUMBER: 05-20-109-009-0000