

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



This document prepared by
and return to:

LAW OFFICES OF AARON SPIVACK
308 W. ERIE, SUITE 505
CHICAGO, IL 60610

COVENANT FOR WATER AND SEWER SERVICES

Known all men by these presents that the undersigned, **PRAIRIE BANK AND TRUST COMPANY, TUTA 99-006**, legal title holder to the property legally described on Exhibit A attached hereto does hereby covenant and agree for itself, its successors and assigns, that the maintenance and repair of the common sewer lines located anywhere on the property from the point of connection to the sewer main in the public street shall be the responsibility of the owners of the four (4) unit condominium building to be constructed as approved by the City of Chicago, as amended from time to time, and shall not be the responsibility of the City of Chicago. The undersigned further states that this covenant shall run with the land and shall be binding upon all subsequent grantees. This covenant is made to induce the City of Chicago to furnish sewer and water service to the above described premises.

This instrument is executed by **PRAIRIE BANK AND TRUST COMPANY, TUTA 99-006** solely as the aforesaid as trustee and legal title holder, in the exercise of the power and authority conferred upon and vested in it as such corporation. All the terms, provisions, stipulations, covenants and conditions to be performed by **PRAIRIE BANK AND TRUST COMPANY, TUTA 99-006** are undertaken by the Trustee and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against any agent and/or employee of said bank by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

PRAIRIE BANK AND TRUST COMPANY,
Trustee under Trust Agreement 99-006,
has caused its seal to be affixed hereunto
and has caused its name to be signed to
the present on 21st day of
November, 2000.

EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that the portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against PRAIRIE BANK AND TRUST COMPANY under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

By: Sandra J. Russell
Title: Trust Officer
Attested by: [Signature]
Its: Asst. Trust Officer

PRAIRIE BANK AND TRUST COMPANY

UNOFFICIAL COPY

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

00940624

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Sandra T. Russell and Wade Alexa such Trust Officer and Asst Trust Officer appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of November, 2000.

Diane Hamer
NOTARY PUBLIC



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00940624

EXHIBIT "A"

LEGAL DESCRIPTION FOR 2356 W. HARRISON

PARCEL 6B:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A TRACT:

LOTS 21 TO 34, BOTH INCLUSIVE, (EXCEPT THOSE PARTS TAKEN FOR STREETS) IN BLOCK 2 IN THE SUBDIVISION OF LOTS 1 TO 12, BOTH INCLUSIVE IN BLOCK 12 IN ROCKWELL'S ADDITION TO CHICAGO OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST HARRISON STREET AND THE EAST LINE OF SOUTH WESTERN STREET AS WIDENED, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT; (POINT OF BEGINNING OF PARCEL 6B)

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 144.71 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 44 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 144.71 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 44 SECONDS WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.