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Cook County Recorder 31.50



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9427/0225 10 001 Page 1 of 7

2000-01-27 13:40:53

Cook County Recorder 33.00

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO.

Lawrence M. Gritton
Katz Randall & Weinberg
333 West Wacker Drive
Suite 1800
Chicago, Illinois 60606
(312) 807-3800

KRW File No.: 04567.12202

This space reserved for Recorder.

DECLARATION OF EASEMENT

This Declaration of Easement ("**Agreement**") is made and entered into as of the 27th day of February, 1998, by FURNITURE L.L.C., an Illinois limited liability company ("**Declarant**").

RECITALS

A. Declarant currently holds title to those certain parcels of land together with existing three story retail building thereon, parking ramp, bituminous parking areas and driveways and all other structures located thereon (the "**Improvements**") legally described on Exhibit "A" attached hereto and made a part hereof (said parcels are collectively, the "**Total Parcel**"), which is commonly known as 825 West North Avenue, Chicago, Illinois. Parcel 4 of the Total Parcel is herein referred to as the "**Building Parcel**". Parcels 1, 2 and 3 of the Total Parcel are herein referred to as the "**Furniture Parcel**".

B. Declarant desires to reserve the easement hereinafter described on a portion of the Building Parcel for the benefit of the Furniture Parcel and the owners thereof, as herein described.

PROVISIONS

NOW, THEREFORE, in consideration of the mutual covenants herein made, the Declarant declares as follows:

1. **Recitals.** The foregoing recitals are incorporated herein as though fully set forth in this Paragraph 1.

2. **Easement.** Declarant hereby declares an exclusive, permanent and perpetual easement (the "**Easement**"), appurtenant to the Furniture Parcel, over, under, upon and through the Building Parcel, to place signage visible to traffic traveling east and west on North Avenue and identifying retail uses on the Furniture Parcel, together with the right to install, construct, reconstruct, renew, operate, use, inspect, maintain, repair, replace, remove and service any sign and related equipment and facilities (collectively, the "**Sign**").

LMG/284651.1

THIS DOCUMENT IS BEING RE-RECORDED TO INCLUDE PAGE 2
WHICH WAS INADVERTENTLY OMITTED FROM THE ORIGINALLY
RECORDED DOCUMENT

BOX 333-CTI

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A00184092 SIR Sales

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3. **Maintenance.** The maintenance, repair and replacement of the Sign shall be performed by and, together with all costs and expenses associated therewith, be the sole responsibility of, the owner of the Furniture Project and its successors and assigns.

4. **Covenants Run with the Land.** The easements, rights, privileges, covenants, conditions and restrictions contained herein, shall be deemed to be covenants running with the land, and shall inure to the benefit of and be binding upon the owner or owners of the Total Parcel, or portions thereof, and their respective successors and assigns. Reference to this Agreement in any deed of conveyance, or any other document of ownership, or mortgage or trust deed or other document of obligation, shall be sufficient to create and reserve the rights and obligations set forth herein on the terms hereof as fully as completely as though this Agreement and all of its terms were recited in such document.

5. **Amendment.** The Easement granted hereunder shall not be terminated, and this Agreement shall not be amended or in any manner altered, without the written approval of the owners of the Building Parcel and the Furniture Parcel and their respective mortgagees of record.

6. **Subdivision and Common Ownership.** If any of the Parcels is hereinafter divided into two or more parcels, then all of the owners of said Parcels (or portions thereof) shall be entitled to the benefits of the easements, rights, privileges, covenants, indemnities, conditions and restrictions granted or contained hereunder, and all of said owners shall be burdened by the easements, rights, privileges, covenants, indemnities, conditions and restrictions imposed or contained hereunder.

7. **Counterparts.** This Agreement may be executed in counterparts all of which, when taken together, shall constitute but one and the same instrument.

8. **Breach Shall Not Permit Termination.** It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise to terminate this Agreement, but such limitation shall not affect in any manner, any other rights or remedies which such party may have hereunder by reason of any breach of this Agreement. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value but such covenants or restrictions shall be binding upon and effective against each owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9. **Enforceability.**

a. This Agreement shall be enforceable in the Circuit Court of Cook County, in accordance with the laws of the State of Illinois, by appropriate action at law or in equity.

b. The illegality, invalidity or unenforceability under any law of any covenant, restriction or condition, or of any other provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Agreement, so long as the general intent of this Agreement can still be given effect without the defective provision.

c. This Agreement and all terms and conditions hereof shall be construed and enforced in accordance with the laws of the State of Illinois.

10. Limitation of Liability. Notwithstanding anything herein to the contrary, no personal liability shall be imposed upon an owner of a Parcel for its failure to perform any of its obligations hereunder, such recourse being limited to the interest of such owner in the Total Parcel.

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

FURNITURE L.L.C., an Illinois limited liability company



By: _____

Name: William Harris Smith

Title: Manager

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LOTS 26 THROUGH 35 BOTH INCLUSIVE, EXCEPT THE SOUTH 89.50 FEET THEREOF, ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCK 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND THE NORTH SOUTH VACATED ALLEY, EXCEPT THE SOUTH 89.50 FEET THEREOF, IN BLOCK 44 LYING EAST OF THE EAST LINE OF LOTS 16 THROUGH 25, BOTH INCLUSIVE AND LYING WEST OF THE WEST LINE OF LOT 26 THROUGH 35, BOTH INCLUSIVE ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND THE VACATED WEST ONE FOOT OF NORTH DAYTON STREET EXCEPT THE SOUTH 90.00 FEET THEREOF LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 26 THROUGH 35, BOTH INCLUSIVE IN BLOCK 44 AND THE EAST LINE OF LOT 35 IN BLOCK 44, PROLONGATED SOUTHERLY SIX INCHES IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4 (BUILDING PARCEL):

LOTS 16 THROUGH 30 BOTH INCLUSIVE, IN BLOCK 40 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND LOTS 1 THROUGH 9 BOTH INCLUSIVE, ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCK 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND VACATED WEST WEED STREET LYING SOUTH OF THE SOUTH LINE OF LOTS 16 THROUGH 30, BOTH INCLUSIVE IN BLOCK 40 LYING NORTH OF THE NORTH LINE OF LOTS 1 THROUGH 15 BOTH INCLUSIVE, IN BLOCK 44, EXCEPTING FROM THE AFORESAID VACATED WEST WEED STREET THAT PORTION THEREOF LYING EAST OF THE WEST LINE OF LOT 16 IN BLOCK 40 PROLONGATED SOUTHERLY TO THE NORTH WEST CORNER OF LOT 15 IN BLOCK 44, LYING WEST OF THE EAST LINE OF LOT 21 IN BLOCK 40 PROLONGATED SOUTHERLY OF THE NORTHEAST CORNER OF LOT 10 IN BLOCK 44, AND LYING SOUTH OF A LINE 14 FEET SOUTH AND PARALLEL WITH THE SOUTH LINE OF LOTS 15 THROUGH 21, BOTH INCLUSIVE IN BLOCK 40 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, AND THE EAST-WEST VACATED ALLEY (EXCEPT THE WEST 145.22 FEET THEREOF) IN BLOCK 44 LYING SOUTH OF THE SOUTH LINE OF LOTS 1 THROUGH 15, BOTH INCLUSIVE, AND LYING NORTH OF THE NORTH LINE OF LOTS 16 AND 26 AND THE NORTH LINE OF LOT 16 PROLONGATED EASTERLY TO THE NORTHWEST CORNER OF LOT 26, ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND THE VACATED WEST ONE FOOT OF NORTH DAYTON STREET (INCLUDING THE INTERSECTION OF WEST WEED STREET AND WEST BLACKHAWK STREET) LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 30 IN BLOCK 40, THE EAST LINE OF LOT 1 IN BLOCK 44, THE EAST LINE OF LOT 30 IN BLOCK 40 PROLONGATED SOUTHERLY TO THE

EXHIBIT "A"

**Legal Description
of
Total Parcel**

PARCEL 1:

THE SOUTH 90.00 FEET OF THE FOLLOWING DESCRIBED PARCELS:
LOTS 16 THROUGH 35, BOTH INCLUSIVE, ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCK 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND THE VACATED NORTH SIX INCHES OF WEST BLACKHAWK STREET SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 25 AND LOT 35 AND THE SOUTH LINE OF LOT 25 PROLONGATED EASTERLY TO THE SOUTHWEST CORNER OF LOT 35 ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND THE VACATED WEST ONE FOOT OF NORTH DAYTON STREET (INCLUDING THE INTERSECTION AT WEST WEED STREET AND WEST BLACKHAWK STREET) LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 30 IN BLOCK 40, THE EAST LINE OF LOT 1 IN BLOCK 44, THE EAST LINE OF LOTS 26 THROUGH LOT 35, BOTH INCLUSIVE IN BLOCK 44, THE EAST LINE OF LOT 30 IN BLOCK 40 PROLONGATED SOUTHERLY TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 44, THE EAST LINE OF LOT 1 IN BLOCK 44, PROLONGATED SOUTHERLY TO THE NORTHEAST CORNER OF LOT 26 IN BLOCK 44 AND THE EAST LINE OF LOT 35 IN BLOCK 44 PROLONGATED SOUTHERLY SIX INCHES IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 16 THROUGH 25 BOTH INCLUSIVE, EXCEPT THE SOUTH 89.50 FEET THEREOF, ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCK 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND THE WEST 145.22 FEET OF THE SOUTH 1/2 OF THE EAST-WEST VACATED ALLEY IN BLOCK 44 LYING SOUTH OF THE SOUTH LINE OF LOTS 1 THROUGH 15, BOTH INCLUSIVE, AND LYING NORTH OF THE NORTH LINE OF LOTS 16 AND 26 AND THE NORTH LINE OF LOT 16 PROLONGATED EASTERLY TO THE NORTHWEST CORNER OF LOT 26, ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NORTHEAST CORNER OF LOT 1 IN BLOCK 44, THE EAST LINE OF LOT 1 IN BLOCK 44, PROLONGATED SOUTHERLY TO THE NORTHEAST CORNER OF LOT 26 IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5 (LOTS):

LOTS 1, 2, 3 AND 4 IN BLOCK 40 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 825 West North Avenue, Chicago, Illinois

- PINs: 17-05-209-008
- 17-05-209-009
- 17-05-209-010
- 17-05-209-011
- 17-05-209-012
- 17-05-214-002
- 17-05-214-003
- 17-05-214-009

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ACKNOWLEDGEMENTS

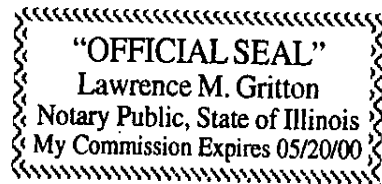
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, LAWRENCE M. GRITTON, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that William Harris Smith, as Manager of FURNITURE L.L.C., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager of said FURNITURE L.L.C. appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said FURNITURE L.L.C. for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of February, 1998.



Notary Public



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