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0010802021

7/17/01 30 001 Page 1 of 7  
2001-08-29 15:31:09

Cook County Recorder 33.00

This instrument was prepared by  
and after recording mail to:

Brian D. Kluever  
Schiff Hardin & Waite  
7200 Sears Tower  
233 South Wacker Drive  
Chicago, Illinois 60606  
(312) 876-1000



Property of Cook County Clerk's Office

**PROPERTY BORDER AGREEMENT**

**THIS PROPERTY BORDER AGREEMENT** ("Instrument") made as of the 27<sup>th</sup> day of June, 2001, by and between **JOHN A. AND SARAH H. CARRIGAN** (individually and collectively referred to herein as "Carrigan") and **MICHAEL G. AND EUNICE C. CHERNOFF** (individually and collectively referred to herein as "Chernoff").

**WITNESSETH THAT.**

**WHEREAS**, Carrigan represents and warrants that Carrigan is the fee simple owner of that certain real property commonly known as 750 Elder Court, Glencoe, Illinois and legally described on Exhibit "A" attached hereto and made a part hereof (the "Carrigan Parcel").

**WHEREAS**, Chernoff represents and warrants that Chernoff is the beneficial owner of that certain real property commonly known as 744 Elder Court, Glencoe, Illinois and legally described on Exhibit "B" attached hereto and made a part hereof (the "Chernoff Parcel").

**WHEREAS**, Carrigan has constructed or caused to have constructed a wooden fence (the "Fence") running, in part, approximately 75 feet parallel with the west lot line of the Chernoff Parcel and the lot line of the Carrigan Parcel (which Fence encroaches upon and is located on the Chernoff Parcel) as shown on Exhibit "C" attached hereto and made a part hereof.

**WHEREAS**, Carrigan desires to obtain Chernoff's consent for the location of the Fence and Chernoff desires to consent to the location of the Fence.

**NOW, THEREFORE**, Carrigan and Chernoff, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

RETURN TO BOX # 408

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Section 1. Agreement of Chernoff. Chernoff, for themselves and their respective heirs, executors, legal representatives, successors and assigns, a material inducement and condition precedent to Carrigan's execution and delivery of this Instrument, hereby jointly and severally agree that subject to the terms hereof Carrigan may keep and maintain the Fence as presently located on the Chernoff Parcel.

Section 2. Agreement of Carrigan. Carrigan, for themselves and their respective heirs, executors, legal representatives, successors and assigns, a material inducement and condition precedent to Chernoffs' execution and delivery of this instrument, hereby jointly and severally agree as follows:

(a) Carrigan, at Carrigan's sole cost and expense, shall keep, repair and maintain the Fence (and all replacements and substitutes of the Fence [whether in whole or in part]) in good order condition and repair.

(b) Carrigan does not and will not assert any ownership, proprietary, adverse possession or any other possessory right and waives and releases all claims and all defenses of laches and estoppel in any way relating to the Chernoff Parcel and/or in any way arising out of or related to the Fence (and/or any replacement or renewal thereof) and looks solely to the consent of Chernoff as herein contained.

Section 3. Duration/Termination. Notwithstanding anything that may be herein contained to the contrary, the parties hereto, for themselves, their heirs, executors, legal representatives, successors and assigns expressly covenant, represent, warrant and agree that:

(a) This Instrument shall terminate upon not less than sixty (60) days prior written notice to Carrigan from Michael Chernoff, Eunice Chernoff and/or any of their respective heirs, executors, legal representatives, successors and/or assigns:

(b) This Instrument shall terminate such time as the Fence is removed altogether by Carrigan or any part thereof is otherwise removed and/or replaced with another fence or part thereof, which termination shall occur without any further act or instrument by any party. Any such replacement in whole or in part of the Fence shall be located on the Carrigan Parcel and not the Chernoff Parcel.

(c) This Instrument and, without limiting the generality of the foregoing, Chernoff's consent, shall terminate automatically and in any and all events on April 1, 2016 without any further act or instrument by any party.

Section 4. Enforcement. If at any time any party hereto, or their respective successors and assigns, shall materially breach its obligation under this Instrument and the defaulting party shall fail to cure such default within thirty (30) days after a written demand specifying such default in reasonable detail is given by the non-defaulting party, then and in each such event the non-defaulting party, or its successors and assigns, shall be entitled to enforce this Instrument through any legal or equitable remedies, including without limitation, obtaining an injunction to prevent or prohibit any default hereunder. The prevailing party in any court proceeding brought to enforce the terms of this Instrument shall be entitled to recover from the other party its reasonable costs and expenses, including reasonable attorneys' fees.

Section 5. General.

(a) This Instrument may not be modified or amended in any respect, except by a further instrument in writing duly authorized, executed and delivered on behalf of both Carrigan and

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Chernoff, or their respective successors and/or assigns, and duly acknowledged and recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

(b) All agreements, covenants, obligations and promises contained in this Instrument run with the Chernoff Parcel and the Carrigan Parcel.

(c) This Instrument shall be recorded, at Carrigan's expense, in the Office of the Recorder of Deeds of Cook County, Illinois within ten (10) days of Carrigan's receipt of a fully executed and notarized original of this Instrument.

(d) The titles or captions contained in this Instrument are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope this Instrument or the intent of any provision hereof.

(e) Any notice or other communication under this Instrument must be in writing and must be sent by registered mail or certified mail, return receipt requested, or by an overnight courier service (such as Federal Express) that provides a confirming receipt. Notice is considered duly given when it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless otherwise designated by the parties, notice must be sent to the following addresses:

(i) Notice to Carrigan:

Mr. And Mrs. John A. Carrigan  
750 Elder Court  
Glencoe, Illinois 60022

(ii) Notice to Chernoff:

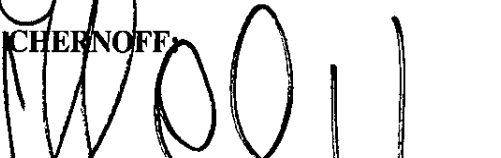
Mr. And Mrs. Michael G. Chernoff  
744 Elder Court  
Glencoe, Illinois 60022


IN WITNESS WHEREOF, Carrigan and Chernoff have caused their names to be signed to this Instrument as of the 27 day of ~~August, 1999~~ JUNE 2001

CARRIGAN:

  
\_\_\_\_\_  
John A. Carrigan

  
\_\_\_\_\_  
Sarah H. Carrigan

CHERNOFF  
  
\_\_\_\_\_  
Michael G. Chernoff

  
\_\_\_\_\_  
Eunice C. Chernoff

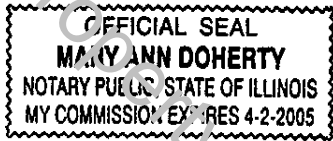
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ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

This Instrument was acknowledged before me on July 17<sup>th</sup>, 2001, by Michael G. Chernoff and Eunice C. Chernoff, as their own free and voluntary act for the uses and purposes set forth therein.



Mary Ann Doherty  
Signature of Notary

SEAL:

My Commission expires: 4-2-05

ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

This Instrument was acknowledged before me on June 27, 2001, by John A. Carrigan and Sarah H. Carrigan as their own free and voluntary act for the uses and purposes set forth therein.



Brian D Kluever  
Signature of Notary

SEAL:

My Commission expires: \_\_\_\_\_

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OFFICIAL SEAL  
JAN 27 1998  
CLERK OF COURT  
COURT HOUSE  
CHICAGO, ILL.



# UNOFFICIAL COPY

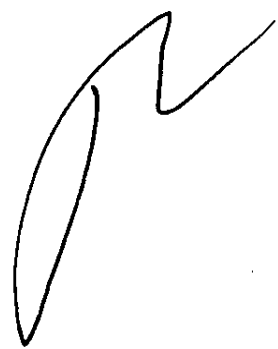
## EXHIBIT A

Lot 4 in J.W. Prassas Forest View Addition to Glencoe, Second Unit, being a Subdivision of part of the South 1/2 of the South-East 1/4 of the North-East 1/4 of Section 12, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 04-12-208-051

Common Address: 750 Elder Court, Glencoe, IL

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**EXHIBIT B**

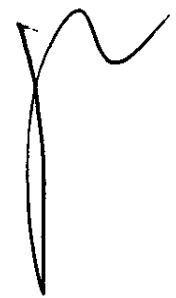
Lot 5 in J.W. Prassas Forest View Addition to Glencoe, Second Unit, being a Subdivision of part of the South 1/2 of the South-East 1/4 of the North-East 1/4 of Section 12, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

DOCS2.331385.1 08 18.99 09.21

PIN: 04-12-208-052-0008

Common Address: 744 Elder Court  
Glencoe, IL

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# PLAT OF SURVEY

## UNOFFICIAL COPY

H.R. SMITH  
R.R. HANSEN  
MEMBERS  
ILLINOIS PROFESSIONAL  
LAND SURVEYORS  
ASSOCIATION

### B.H. SUHR & COMPANY, INC.

ESTABLISHED IN 1911

840 CUSTER AVENUE, EVANSTON, ILLINOIS 60202

TELEPHONE (773) 273-5315

TELEPHONE (847) 864-6315

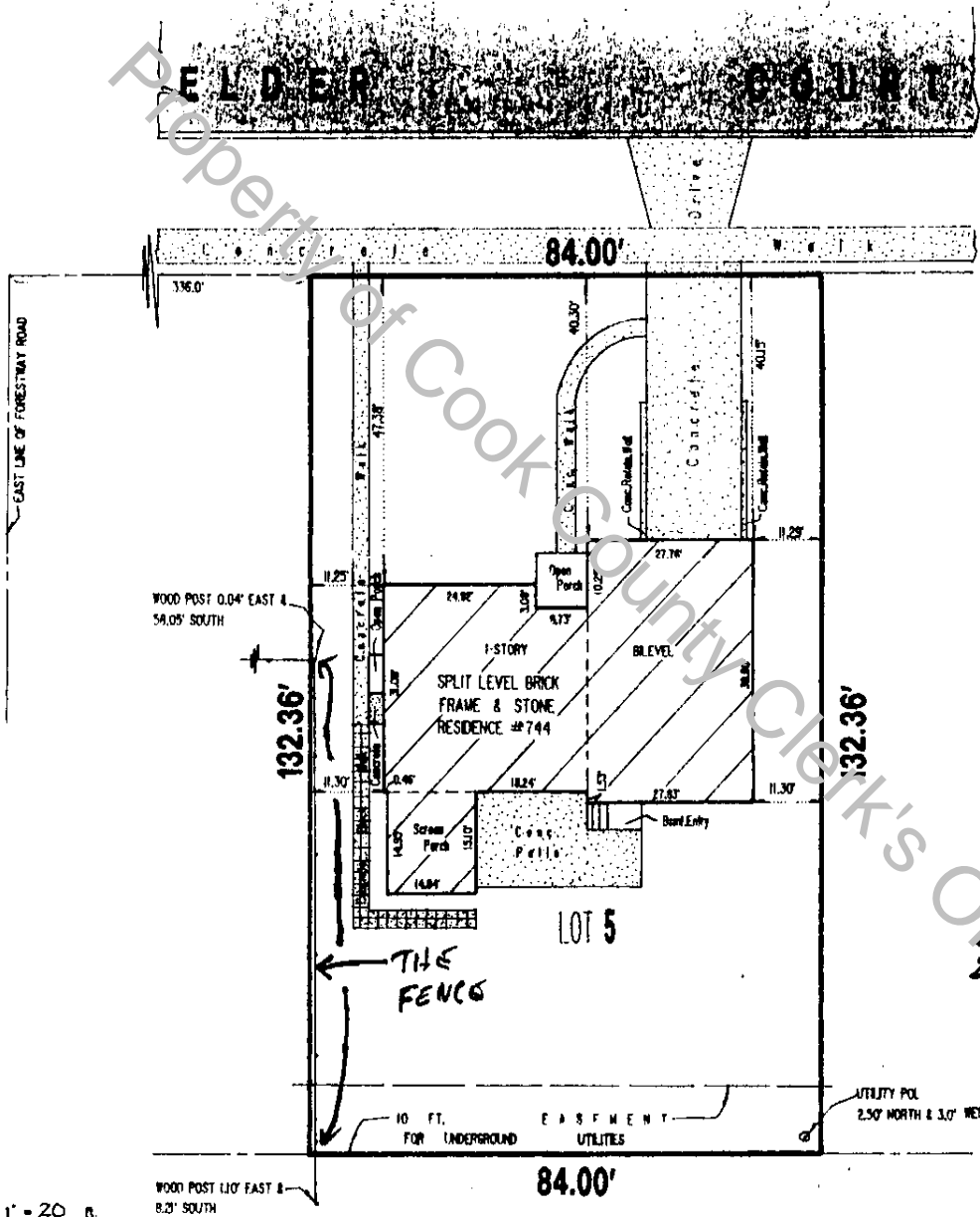
BOOK 98 PAGE 729  
ORDERED BY MICHAEL G. CHERNOFF

ORDER NO. 98-729 EVANSTON, JULY 28 19 98  
FOR \_\_\_\_\_

Lot 5 in J.W. Prossas Forest View Addition to Glencoe, Second Unit, being a Subdivision of part of the South 1/2 of the South-East 1/4 of the North-East 1/4 of Section 12, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.  
Commonly known as: 744 ELDER COURT GLENCOE, ILLINOIS

0010802021

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SCALE, 1" = 20' R.  
TOP OF PLAT IS NORTH

EVANSTON, JULY 28 19 98

EVANSTON, JULY 28 19 98

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

We hereby certify that the buildings on lot shown are within property lines and that the adjoining improvements do not encroach on said premises, unless noted herein.

This is to certify that we have surveyed the above described property and the above plat correctly represents said survey.



*[Signature]*  
SURVEYOR

B.H. SUHR & COMPANY, INC.  
SURVEYORS  
*[Signature]*

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All rights reserved.

The description on this plat was provided to us by the client, and does not guarantee ownership, and should be compared to your Deed, Abstract or Certificate of Title. All building restrictions, building lines and easements may or may not be shown, check your Deed, Abstract, Title Report, and local ordinances, no responsibility is assumed by Surveyor. This survey has been made for the use in connection with a mortgage loan transaction or real estate transfer and is not to be used for any improvements unless corners are monumented and shown on plat, also compare all points before building by same and report any discrepancy at once. Dimensions are shown in feet and decimal parts thereof, no dimension is to be assumed by scaling.

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