

# UNOFFICIAL COPY



0409346126

Doc#: 0409346126  
Eugene "Gene" Moore Fee: \$58.00  
Cook County Recorder of Deeds  
Date: 04/02/2004 11:32 AM Pg: 1 of 5

## ASSUMPTION AGREEMENT

WHEREAS, an Agreement for Easement and Covenant was entered into by Evangelical Hospital Association, an Illinois not-for-profit corporation (referred to as "Grantor") and Oak Lawn Ltd., an Illinois limited partnership (referred to as "Grantee") on the 20<sup>th</sup> day of July, 1981; and

WHEREAS, said Agreement for Easement and Covenant was duly recorded on the 16<sup>th</sup> day of September, 1981 as Document No. 26000393, and re-recorded on the 19<sup>th</sup> day of July, 1982 as Document No. 26293327; and

WHEREAS, said instrument provides that the fee owners of Parcels 2 and 3 legally described as follows:

### PARCEL 2:

That part of the Southeast 1/4 of the Southeast 1/4 of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian bounded and described as follows: Beginning at the point of intersection of the North line of 95<sup>th</sup> Street per Easement Document No. 10858729, being a line 50.00 feet North of and parallel with the South line of the Southeast 1/4 of said Section, with the West line of the East 994.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section; thence Northerly 400.00 feet along said West line to the North line of the South 450.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section; thence West along said North line 92.075 feet to the East line of the West 241.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section; thence Northerly along said East line 220.00 feet; thence North 44 degrees 37 minutes 06 seconds East, 70.926 feet to a point in the East line of the West 291.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section; thence Northerly along said East line 150.00 feet to the South line of the North 468.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section; thence Westerly along said South line 133.00 feet to the East line of the West 158.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section; thence Southerly along the said East line 420.20 feet to the North line of the South 450.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section; thence Westerly along said North line 125.00 feet to a point being 33 feet East of the West line of the Southeast 1/4 of the Southeast 1/4 of said Section; thence Southerly along a line parallel with and 33 feet East of the said West line 400 feet more or less to the North line of said 95<sup>th</sup> Street; thence Easterly along the said North line 300.28 feet to the point of beginning, all in Cook County, Illinois.

TR 542617

24-03-410-024  
24-03-410-025

24-03-400-026  
24-03-400-035

Permanent Index Numbers:

51

# UNOFFICIAL COPY

PARCEL 3:

The East 125 feet of the West 158 feet of the South 420.20 feet of the North 888.20 feet of said Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 3, Township 37 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

having been subdivided and now legally described as follows:

Lots 1 and 2 in Boyd's Subdivision of part of the South East  $\frac{1}{4}$  of the South East  $\frac{1}{4}$  of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

shall have the right to assume the benefits and burdens of the Agreement for Easement and Covenant entered into between the Grantor and Grantee as it affects that parcel of property legally described as follows:

PARCEL 1:

The East  $\frac{3}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian (except the South 375 feet thereof; also except that part lying within the South 400 feet of the West 262.50 feet of said East  $\frac{3}{4}$  of Southwest  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$  of Section 3; also except the East 33 feet and the North 33 feet thereof and also except that part lying within the North 669 feet of the East 525 feet of said Southwest  $\frac{1}{2}$  of Southeast  $\frac{1}{4}$  of Section 3); Also the East 33 feet of the North 423 feet of the South 823 feet of the West  $\frac{1}{4}$  of said Southwest  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$  of Section 3, all in Cook County, Illinois.

and

WHEREAS, said Agreement for Easement and Covenant provides that in the event of the assumption by the fee owner, said Easement and Covenant shall run with the land and be appurtenant to the fee interests in Parcels 2 and 3 hereinbefore described, and shall be perpetual and shall be for the benefit of the owners of the fee estate, their tenants, subtenants, invitees and customers; and

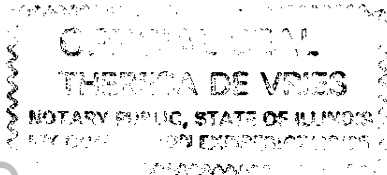
WHEREAS, Chicago Title Land Trust Company, as Successor Trustee to Fifth Third Bank as Successor Trustee to First National Bank of Evergreen Park, a national banking association, as Trustee under Trust Agreement dated March 10, 1978 known as Trust Number 4644, is the fee owner as to the East 125 feet of the West 158 feet of the North 420.20 feet of Lots 1 and 2 hereinbefore described; and

# UNOFFICIAL COPY

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 the Company; and the said ASST. VICE PRESIDENT then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this 30<sup>th</sup> day of March, 2004.

(SEAL)



*Theresa De Vries*

Notary Public

My Commission Expires: \_\_\_\_\_

Property of Cook County Clerk's Office



CHICAGO TITLE LAND TRUST COMPANY, as Successor Trustee to Fifth Third Bank as Successor Trustee to First National Bank of Evergreen Park, as Trustee under Trust Agreement dated June 1, 1990 and known as Trust No. 11333

By: \_\_\_\_\_

Printed Name: EILEEN F. NEARY

Title: ASST. VICE PRESIDENT

**Attestation not required**

Attest:  pursuant to corporate by-laws

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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 the above named EILEEN F. NEARY of Chicago Title Land Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ASST. VICE PRESIDENT appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and

# UNOFFICIAL COPY

WHEREAS, Chicago Title Land Trust Company, as Successor Trustee to Fifth Third Bank as Successor Trustee to First National Bank of Evergreen Park, as Trustee under Trust Agreement dated June 1, 1990 and known as Trust No. 11333, is the fee owner as to the remainder of Lots 1 and 2 hereinbefore described;

NOW, THEREFORE, in consideration of the foregoing statements, be it known that Chicago Title Land Trust Company, as Successor Trustee to Fifth Third Bank as Successor Trustee to First National Bank of Evergreen Park, a national banking association, as Trustee under Trust Agreement dated March 10, 1978 and known as Trust Number 4644, and Chicago Title Land Trust Company, as Successor Trustee to Fifth Third Bank as Successor Trustee to First National Bank of Evergreen Park, as Trustee under Trust Agreement dated June 1, 1990 and known as Trust No. 11333, as fee owners of Parcels 2 and 3 (now known as Lots 1 and 2 in Boyd's Subdivision) hereinbefore described, do herewith assume the benefits and burdens of that Agreement for Easement and Covenant dated July 20, 1981 recorded on September 16, 1981 as Document No. 26000393 and re-recorded on July 19, 1982 as Document No. 26293327.



CHICAGO TITLE LAND TRUST COMPANY, as Successor Trustee to Fifth Third Bank as Successor Trustee to First National Bank of Evergreen Park, as Trustee under Trust Agreement dated March 10, 1978 and known as Trust No. 4644

By: \_\_\_\_\_

Printed Name: EILEEN F. NEARY

Title: ASST. VICE PRESIDENT

**Attestation not required**

Attest: pursuant to corporate by-laws.

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

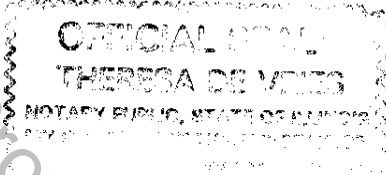
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named EILEEN F. NEARY of Chicago Title Land Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ASST. VICE PRESIDENT appeared before me this day in person and

# UNOFFICIAL COPY

voluntary act and as the free and voluntary act of the Company; and the said **ASST. VICE PRESIDENT** then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this 30<sup>th</sup> day of March, 2004.

(SEAL)



Notary Public

My Commission Expires: \_\_\_\_\_

It is expressly understood and agreed by and between the parties hereto, anything 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 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 the undersigned lend trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant 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.

*This instrument was prepared by:*

GEORGE J. WITOUS  
Attorney at Law  
10600 South Cicero Avenue  
Oak Lawn, Illinois 60453

*After recording, mail to:*

GEORGE J. WITOUS  
Attorney at Law  
10600 South Cicero Avenue  
Oak Lawn, Illinois 60453