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Doc#: 0418932063
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 07/07/2004 02:08 PM Pg: 1 of 5

EASEMENT TERMINATION, RELEASE, LICENSE AND COVENANT AGREEMENT

LaSalle Bank National Association,
successor trustee

This Easement Termination, Release, License and Covenant Agreement ("Agreement") is entered into this 2 day of July, 2004 by and between HARLEY HUTCHINS and TERESA G. HUTCHINS, married to each other, (collectively, "Hutchins"), JEAN BRAINERD, an unmarried individual, ("Brainerd"), the sole beneficiary of Trust 121175-03 (defined below), and LA SALLE BANK N.A. as successor in interest to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as trustee pursuant to the provisions of a trust agreement dated December 23, 1995 and known as trust number 121175-03 ("Trust 121175-03") and is based on the following facts:

A. Hutchins owns the property commonly known as 339 White Oak Lane, Winnetka, Illinois 60093 ("Hutchins Parcel"), which property is legally described as follows:

LOT 1 IN WILLIAM C. O'DONNELL'S RESUBDIVISION OF LOT 4 AND THE SOUTH 73.58 FEET OF LOT 1 IN WHITE OAK SUBDIVISION, A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 05-20-400-084-0000

B. Trust 112175-03 owns the property commonly known as 910 Willow Road, Winnetka, Illinois 60093 ("Trust Parcel"), which property is legally described as follows:

LOT "Q" IN THE RESUBDIVISION OF CERTAIN LOTS IN WHITE OAK SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 05-20-400-050

C. By virtue of Warranty Deed dated October 10, 1936 and recorded October 19, 1936 as Document Number 11896112 between William B. Hale and Eunice F. Hale,

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as grantors, and Ralph G. Hinnery and Catherine Hinnery, as grantees, the Trust Parcel received a perpetual easement appurtenant to it for ingress and egress and underground utilities over the West 20' of the North 73.58 of what is now known as the Hutchins Parcel (the "Westerly Easement"). The Westerly Easement is not currently used by the Trust 121175-03.

D. By virtue of Warranty Deed dated November 12, 1930 and recorded November 17, 1930 as Document Number 10792045 between William B. Hale and Eunice F. Hale, as grantors, and Edward B. Hall and Marjorie K. Hall, as grantees, the Hutchins Parcel received a perpetual easement appurtenant to it for ingress and egress over the East 5' of the Trust Parcel (the "Easterly Easement"). The Easterly Easement is not currently used by the Hutchins Parcel.

E. Hutchins maintains a fence across the north portion of the Hutchins Parcel which is approximately 2.65' to 2.90' south of the southern boundary of the Trust Parcel. The area between this fence and the southern boundary of the Trust Parcel is referred to as the "Fence Area".

F. Hutchins, Brainerd and Trust 121175-03 are desirous of (i) terminating, releasing, and extinguishing the Westerly Easement and the Easterly Easement for the benefit of their respective heirs, successors, administrators and assigns; (ii) acknowledging the existence of the Fence Area and granting a license to use same; and, (iii) creating a covenant burdening the Trust Parcel and benefitting the Hutchins Parcel which prohibits any subdivision of the Trust Parcel so long as (a) Brainerd resides in the residence on the Trust Parcel, (b) owns the Trust Parcel, or (c) owns any portion of the beneficial interest of Trust 121175-03.

Based on the above premises and in consideration of the mutual promises contained below, Hutchins, Brainerd and Trust 121175-03 agree as follows:

1. The above recitals are incorporated into this Agreement.
2. Brainerd, Trust 121175-03 and Hutchins, and their respective heirs, successors, administrators and assigns, terminate, release and forever discharge and extinguish the Westerly Easement.
3. Hutchins, Brainerd and Trust 121175-03, and their respective heirs, successors, administrators and assigns, terminate, release and forever discharge and extinguish the Easterly Easement.
4. Brainerd and Trust 121175-03 acknowledge the existence of the fence maintained by Hutchins on the Hutchins Parcel at the southern boundary of the Fence Area and acknowledge that this fence is approximately 2.65' to 2.9' south of the southern boundary of the Trust Parcel.

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This instrument is executed by LASALLE BANK National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as Trustee as aforesaid, 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 LASALLE BANK National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument

- 5. Hutchins grants a revocable license over the Fence Area to Trust 121175-03 and its successors to use the Fence Area. This license is revocable at any time by the owner of the Hutchins Parcel in the event the Fence Area is eliminated because of the removal, replacement or relocation of the fence.
- 6. Trust 112175-03 and Brainerd covenant, for the benefit of The Hutchins Parcel, that the Trust Parcel will not be subdivided and the Brainerd residence shall not be demolished so long as Brainerd (a) resides in the residence located on the Trust Parcel (b) owns the Trust Parcel or (c) owns any portion of the beneficial interest of Trust 112175-03.

This Agreement is entered by the parties on the date and year first written above.

LaSalle Bank N.A. 6/7/04 # 121175-03
DTD. 12-23-95
LaSalle Bank National Association,
successor trustee

By: [Signature] and not personally
its Trust Officer

Harley Hutchins

[Signature]
Jean Brainerd

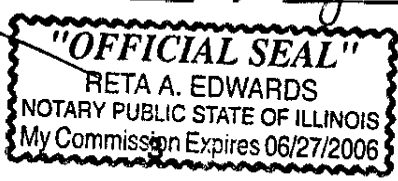
Teresa G. Hutchins

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Christine C. Young, an officer of LA SALLE BANK N.A. as successor in interest to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that said officer signed, sealed and delivered the said instrument as a free and voluntary act as said Trustee, and not personally, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2 day of July, 2004.

[Signature]
Notary Public



[Handwritten initials]

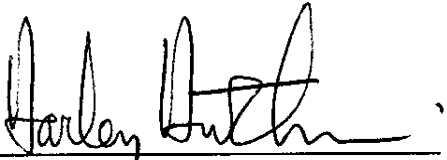
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- 5. Hutchins grants a revocable license over the Fence Area to Trust 121175-03 and its successors to use the Fence Area. This license is revocable at any time by the owner of the Hutchins Parcel in the event the Fence Area is eliminated because of the removal, replacement or relocation of the fence.
- 6. Trust 112175-03 and Brainerd covenant, for the benefit of The Hutchins Parcel, that the Trust Parcel will not be subdivided and the Brainerd residence shall not be demolished so long as Brainerd (a) resides in the residence located on the Trust Parcel (b) owns the Trust Parcel or (c) owns any portion of the beneficial interest of Trust 112175-03.

This Agreement is entered by the parties on the date and year first written above.

LaSalle Bank N.A.

By: _____
its



Harley Hutchins

Jean Brainerd



Teresa G. Hutchins

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, an officer of **LA SALLE BANK N.A.** as successor in interest to **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that said officer signed, sealed and delivered the said instrument as a free and voluntary act as said Trustee, and not personally, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2004.

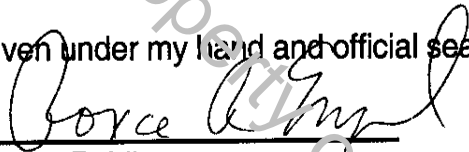
Notary Public

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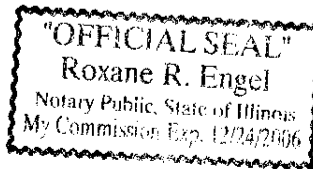
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **HARLEY HUTCHINS and TERESA G. HUTCHINS**, as husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and not personally, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30 day of June, 2004.



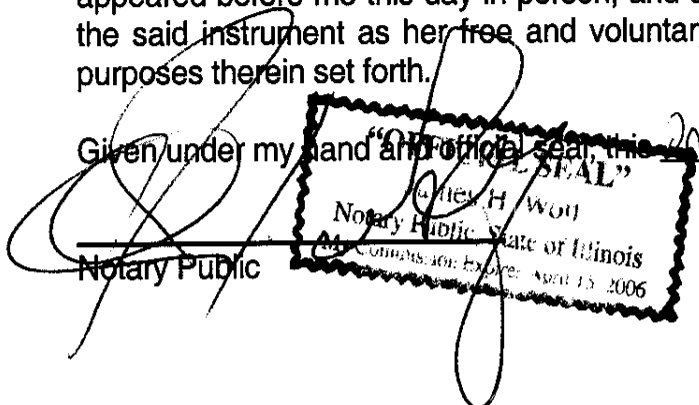
Notary Public



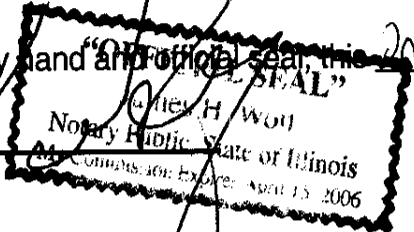
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **JEAN BRAINERD**, an unmarried woman, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, and not personally, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2nd day of July, 2004.



Notary Public



Prepared by and mail to:

Douglas A. Hanson
Schuyler, Roche & Zwirner, P.C.
One Prudential Plaza
Suite 3800
130 E. Randolph Street
Chicago, IL 60601