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Prepared by and after
recording return to
John J. Turner
527 South Wells St.
Chicago, IL 60607



Doc#: 0603943300 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/08/2006 11:39 AM Pg: 1 of 3

8264277 D25CA 2072

TERMINATION AND CANCELLATION OF CONVENANT AND AGREEMENT

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For value received, and further for the reason that the purpose of the subject document has been achieved or is no longer applicable, the undersigned hereby terminates and cancels the following described document as executed by or on behalf of the undersigned (and releases all of its right, title and interest therein, thereto and thereunder):

That certain "Convenant and Agreement" recorded July 18, 1972 with the Cook County Recorder of Deeds as Document No. 21980616, pertaining to or regarding pondage or a reservoir area with respect to the real estate described in attached Exhibit A

Dated February 1, 2006.



Chicago Title Land Trust (formerly Chicago Title and Trust) Company, not personally but as Trustee under Trust Agreement No. 52076, dated May 3, 1968

By: *Lidia Marinca*
Name: LIDIA MARINCA
Title: ASST. VICE PRESIDENT

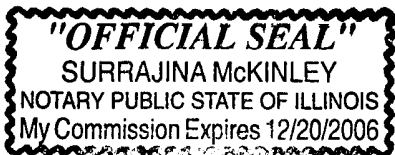
SEE EXCULPATORY CLAUSE ON REVERSE SIDE

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing Instrument was acknowledged before me on 2/7 2006, by LIDIA MARINCA, the ASST. VICE PRESIDENT of, CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation, on behalf of the corporation as Trustee.

Sumahia McKinley
NOTARY PUBLIC



Box 400-CTCC

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TRUSTEE'S EXCULPATION

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 CHICAGO TITLE LAND TRUST COMPANY, 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.

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EXHIBIT A

Legal Description (re Cancellation of 1972 Pondage Agreement)

THE NORTH 305.0 FEET THE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 277.79 FEET THEREOF AND ALSO EXCEPTING THAT PART THEREOF TAKEN BY CONDEMNATION ON JULY 30, 1957, CASE NO. 57-S-11371 FOR ROAD WIDENING, IN COOK COUNTY, ILLINOIS.

Commonly known as 11211 W. Cerman Road, Westchester, Illinois

PIN 15-32-100-028 and -033

Property of Cook County Clerk