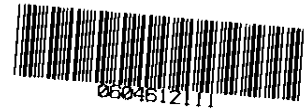


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Doc#: 0604612111 Fee: \$46.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/15/2008 04:19 PM Pg: 1 of 12

RELEASE, MODIFICATION, AND GRANT OF EASEMENTS

This Release, Modification, and Grant of Easements is made as of the last date written below by and between 819 Simpson, LLC, an Illinois Limited Liability Company, 4757 West Howard Street, #307B, Skokie, Illinois 60076, and JR Buildings, LLC, 473 Vernon Avenue, Glencoe, Illinois 60022-1829.

1.0 Identification of Parcels

- 1.1 **Parcel 1: 819 Simpson.** Parcel 1 is referred to as "819 Simpson." It is a parcel of real estate owned by 819 Simpson, LLC. 819 Simpson shall include any condominium property hereafter created by submission of 819 Simpson to the Illinois Condominium Property Act, which condominium property shall be deemed a successor to 819 Simpson, LLC in the parcel referred to as 819 Simpson. 819 Simpson is legally described as follows:

The East 54.4 feet of Lot 26 and the West 7 feet of the East 61.4 feet of the North 28.5 feet of Lot 26 in Gaffields Subdivision or that part lying West of Sherman Avenue of the South 1/2 of the South East 1/4 of the Southwest 1/4 of Section 7, Township 41 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

Permanent Index Number 11-07-121-027-0000

Commonly known as 819 Simpson Street, Evanston, Illinois 60201

- 1.2 **Parcel 2: 825 Simpson.** Parcel 2 is referred to as "825 Simpson." It is a parcel of real estate owned by JR Buildings, LLC. It is legally described as follows:

Lot 25 (except the West 30 feet thereof) and Lot 26 (except the East 54.4 feet thereof of said Lot 26 and except the West 7 feet of the East 61.4 feet of the North 28.5 feet of said Lot 26) in Gaffields

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RELEASE, MODIFICATION, AND GRANT OF EASEMENTS

Subdivision of that part lying West of Sherman Avenue of the South 1/2 of the South East 1/4 of the Southwest 1/4 of Section 7, Township 41 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

Permanent Index Number 11-07-121-026-0000

Commonly known as 825 Simpson Street, Evanston, Illinois 60201

- 1.3 **Parcel 3: the Driveway Easement.** Parcel 3 is referred to as the "Driveway Easement." That portion of the Driveway Easement over and upon 819 Simpson is referred to as the "East Driveway Easement." That portion of the Driveway Easement over and upon 825 Simpson is referred to as the "West Driveway Easement." The Driveway Easement was created by a indenture dated on or about July 18, 1944 recorded with the Recorder of Deeds or the Registrar of Titles of Cook County, Illinois September 6, 1944 as document number 13351826. The Driveway Easement is legally described as follows:

Easement for private roadway for ingress and egress over the West seven (7) feet of the East fifty-seven and nine tenths (57.9) feet of Lot twenty-six (26) (except the North twenty-eight and five tenths (28.5) feet thereof) in Gaffield's Subdivision of that part lying West of Sherman Avenue of the South one-half (S 1/2) of the South East Quarter (SE 1/4) of the South West Quarter (SW 1/4) of Section seven (7), Township forty-one (41) North, Range fourteen (14), East of the Third Principal Meridian.

Permanent Index Numbers 11-07-121-027-0000 and 11-07-121-026-0000

Commonly known as portions of 819 and 825 Simpson Street, Evanston, Illinois 60201

- 1.4 **Parcel 4: the East Portion of the Driveway Easement.** Parcel 4 is referred to as the "East Portion of the Driveway Easement" and is that portion of the Driveway Easement over and upon 819 Simpson. The East Portion of the Driveway Easement is legally described as follows:

Easement for private roadway for ingress and egress over the East three and five-tenths (3.5) feet of the West seven (7) feet of the East fifty-seven and nine tenths (57.9) feet of Lot twenty-six (26) (except the North twenty-eight and five tenths (28.5) feet thereof) in Gaffield's Subdivision of that part lying West of Sherman Avenue of the South one-half (S 1/2) of the South East Quarter (SE 1/4) of the South West Quarter (SW 1/4) of Section seven (7), Township forty-one (41) North, Range fourteen (14), East of the Third Principal Meridian.

Permanent Index Number 11-07-121-027-0000

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RELEASE, MODIFICATION, AND GRANT OF EASEMENTS

Commonly known as a portion of 819 Simpson Street, Evanston, Illinois 60201

- 1.5 **Parcel 5: the West Portion of the Driveway Easement.** Parcel 5 is referred to as the "West Portion of the Driveway Easement" and is that portion of the Driveway Easement over and upon 825 Simpson. The West Portion of the Driveway Easement is legally described as follows:

Easement for private roadway for ingress and egress over the West three and five-tenths (3.5) feet of the East fifty-seven and nine tenths (57.9) feet of Lot twenty-six (26) (except the North twenty-eight and five tenths (28.5) feet thereof) in Gaffield's Subdivision of that part lying West of Sherman Avenue of the South one-half (S 1/2) of the South East Quarter (SE 1/4) of the South West Quarter (SW 1/4) of Section seven (7), Township forty-one (41) North, Range fourteen (14), East of the Third Principal Meridian.

Permanent Index Number 11-07-121-026-0000

Commonly known as a portion of 825 Simpson Street, Evanston, Illinois 60201

- 1.6 **Parcel 6: the Landscaping Easement.** Parcel 6 is referred to as the "Landscaping Easement." It is concurrent with the West Portion of the Driveway Easement and is being created by the modification of the West Portion of the Driveway Easement. The Landscaping Easement is legally described as follows:

Easement for ingress and egress, maintenance, repairs, and for the maintenance of a fence, and landscaping for the benefit of the immediately adjacent land to the East over and upon the West 3.5 feet of the East 57.9 feet of Lot 26 (except the North 28.5 feet thereof) in Gaffields Subdivision of that part lying West of Sherman Avenue of the South 1/2 of the South East 1/4 of the Southwest 1/4 of Section 7, Township 41 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

Permanent Index Number 11-07-121-026-0000

Commonly known as a portion of 825 Simpson Street, Evanston, Illinois 60201

- 1.7 **Parcel 7: the Parking Easement.** Parcel 7 is referred to as the "Parking Easement." The Parking Easement is legally described as follows:

Easement for ingress and egress and parking over and upon the West 3.5 feet of the North 28.5 feet of the East 61.4 feet of Lot 26 in Gaffields Subdivision of that part lying West of Sherman Avenue of the South 1/2 of the South East 1/4 of the Southwest 1/4 of Section 7, Township 41 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

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RELEASE, MODIFICATION, AND GRANT OF EASEMENTS

Permanent Index Number 11-07-121-027-0000

Commonly known as a portion of 819 Simpson Street, Evanston,
Illinois 60201

2.0 Relinquishment of East Driveway Easement

2.1 JR Buildings, LLC hereby conveys and transfers to 819 Simpson, LLC, its heirs, successors, and assigns, that portion of the Driveway Easement described above as the East Portion of the Driveway Easement, releasing and relinquishing all its rights thereto including the right of homestead.

2.2 The estate and interest of 819 Simpson, LLC in the East Portion of the Driveway Easement and in the land underlying the East Portion of the Driveway Easement being thus merged, the East Portion of the Driveway Easement is hereby extinguished and of no further force and effect.

3.0 Modification of the West Portion of the Driveway Easement Identified as Parcel 5 Above to Create Landscaping Easement Identified as Parcel 6 Above

3.1 JR Buildings, LLC hereby conveys and transfers to 819 Simpson, LLC, its heirs, successors, and assigns, that portion of the Driveway Easement described above as the West Portion of Driveway Easement, releasing and relinquishing all its rights thereto, including the right of homestead, such easement being appurtenant to 819 Simpson.

3.2 JR Buildings, LLC and 819 Simpson, LLC agree that the West Driveway Easement shall be modified as follows:

- a. The West Driveway Easement shall hereafter be referred to as the Landscaping Easement.
- b. The Landscaping Easement may be used by 819 Simpson, LLC, its successors and assigns, for ingress and egress, maintenance and repairs, and to install and maintain the fence and landscaping described below, but not for motorized vehicular traffic.
- c. 819 Simpson, LLC, its heirs, successors, and assigns, may place landscaping upon the Landscaping Easement, all for the use and enjoyment of 819 Simpson.
- d. 819 Simpson, LLC, its successors and assigns, shall at their sole expense construct and maintain in good condition a fence along the western portion of the Landscaping Easement, such fence to be made of wood or iron, to be between four and six feet tall, to be a privacy fence, to be of a finish appropriate to the architecture of the structures on 819 Simpson and 825 Simpson, and to begin between 25 and 35 feet north of the south property line of 819 Simpson. The

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RELEASE, MODIFICATION, AND GRANT OF EASEMENTS

fence may be located anywhere within the Landscaping Easement provided it does not extend West of the Landscaping Easement.

- e. All rights for the benefit of 825 Simpson for ingress and egress and other rights of 825 Simpson to be upon and/or use the Landscaping Easement are hereby relinquished.
- f. 819 Simpson, LLC shall, by August 1, 2006, remove from 825 Simpson, all of the existing roadway and fence located on or adjacent to the Landscaping Easement and will landscape the area where the roadway was located whether or not it is on the Landscaping Easement.

4.0 Grant of Parking Easement

- 4.1 819 Simpson, LLC hereby grants to JR Buildings, LLC, its heirs, successors, and assigns, a perpetual easement over and upon the real estate described above as the Parking Easement, releasing hereby all rights of homestead in the Parking Easement, such easement being appurtenant to 825 Simpson.
- 4.2 819 Simpson, LLC shall by August 1, 2006 place and JR Buildings, LLC shall thereafter maintain upon the Parking Easement a cement surface or other surface suitable for parking cars, and JR Buildings, LLC may use the parking easement for the parking of cars and for ingress and egress.
- 4.3 819 Simpson, LLC, its successors and assigns, shall at their sole expense construct and in perpetuity maintain in good condition a fence along the eastern portion of the Parking Easement similar to that along the Landscaping Easement.
- 4.4 All rights for the benefit of 819 Simpson for ingress and egress and other rights of 819 Simpson to be upon and/or use the Parking Easement, except for maintenance and the construction and maintenance of the above improvements, are hereby relinquished.
- 4.5 Once the above improvements are completed, each party shall be responsible in perpetuity for the maintenance of the land and improvements on each party's respective side of the fence except as provided in paragraph 4.3.

5.0 General Provisions

- 5.1 The above granted easements shall be deemed to be easements running with the land and shall inure to the benefit and shall be binding upon the parties, their heirs, successors, representatives, and assigns forever.

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RELEASE, MODIFICATION, AND GRANT OF EASEMENTS

- 5.2 Nether party shall obstruct, impede, or interfere, with the other, in its reasonable use of the easement granted to the other for the purposes agreed to.
- 5.3 No improvements other than those specifically provided for above shall be made upon either the Landscaping Easement or the Parking Easement, other than those necessary for maintenance, except by the mutual agreement of the parties or their successors and assigns.
- 5.4 The Landscaping Easement shall be for the benefit of and exclusive to 819 Simpson and the Parking Easement shall be for the benefit of and exclusive to 825 Simpson.
- 5.5 In the event of legal action to construe or enforce the provisions of this Agreement, the prevailing party shall be entitled to collect its reasonable attorney's fees, court costs, and related expenses from the losing party and the Court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs, and expenses and enter judgment therefore.
- 5.6 Each party represents and warrants to the other that it has good and merchantable title to their respective easements granted, released, or modified by this agreement, and each grant, release, or modification of easement is made in consideration of the validity of the other.
- 5.7 JR Buildings, LLC represents and warrants that the tenants occupying 825 Simpson hold under a tenancy not exceeding one year from the date this document is signed by JR Buildings, LLC, such tenancy having no option for renewal.
- 5.8 This Release, Modification, and Grant of Easements shall be effective upon being recorded and with a licensed title insurance company committing at that time to insure the interests of 819 Simpson, LLC in 819 Simpson free and clear of the Driveway Easement with the benefit of the Landscaping Easement as a valid easement, and subject to the Parking Easement as a valid easement. Each party agrees to provide such documentation as is necessary or convenient to facilitate the insuring of title in their respective interests.

6.0 Liens and Other Obligations

- 6.1 819 Simpson, LLC represents that the only lien holders on 819 Simpson are (a) the Community Bank of Ravenswood to which all obligations owed are current, and (b) and the lien for real estate taxes for 2005 and 2006, all of which are current.
- 6.2 819 Simpson, LLC agrees to assure that all real estate taxes on 819 Simpson through the taxes for the year 2006 will be paid in full prior to any tax sale.

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RELEASE, MODIFICATION, AND GRANT OF EASEMENTS

- 6.3 819 Simpson, LLC agrees to promptly seek approval of this Modification and Grant of Easement from the Community Bank of Ravenswood.
- 6.4 Until such approval is obtained or the mortgage of the Community Bank of Ravenswood is released, 819 Simpson, LLC agrees to keep the mortgage of the Community Bank of Ravenswood current at all times.
- 6.5 JR Buildings, LLC represents that the only lien holders on 825 Simpson are (a) Washington Mutual Bank, FA to which all obligations owed are current, and (b) the lien for real estate taxes for 2005 and 2006, all of which are current.
- 6.6 JR Buildings, LLC agrees to assure that all taxes on 825 Simpson through the real estate taxes for the year 2006 will be paid in full prior to any tax sale.
- 6.7 JR Buildings, LLC agrees to promptly seek or authorize 819 Simpson, LLC to seek on its behalf approval of this Modification and Grant of Easement from Washington Mutual Bank, FA. 819 Simpson, LLC agrees to reimburse JR Buildings, LLC for its reasonable costs in obtaining that approval and its reasonable legal fees in reviewing this Modification and Grant of Easements and in obtaining such approval. In this regard 819 Simpson, LLC will pay Chuck Gryll directly his reasonable fee for his legal services on behalf of JR Buildings, LLC rendered in this regard at the time the executed agreement is delivered to 819 Simpson, LLC. In addition, 819 Simpson, LLC agrees at its sole expense to provide JR Buildings, LLC a new survey of 825 Simpson and a title insurance policy covering the parking easement, and 819 Simpson, LLC agrees to pay in advance all fees charged by Washington Mutual Bank, FA in connection with obtaining its consent to this document.
- 6.8 Until such approval is obtained or the mortgage of Washington Mutual Bank, FA is released, JR Buildings, LLC agrees to keep the mortgage of the Washington Mutual Bank, FA current at all times.
- 6.9 819 Simpson, LLC agrees to assure that all taxes on 819 Simpson through the taxes for the year 2006 will be paid in full prior to any tax sale.
- 6.10 Notwithstanding the signatures of the parties to this Modification and Grant of Easement, this document shall be subject to approval of the title company selected by 819 Simpson, LLC and may be declared null and void by 819 Simpson, LLC until such time it is actually recorded. 819 Simpson, LLC shall have the sole right to record this Release, Modification, and Grant of Easements. If it is not recorded within six months from the last date by which it has been signed by both parties either party may, at its option, declare this Release, Modification, and Grant of Easements null and void.

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RELEASE, MODIFICATION, AND GRANT OF EASEMENTS

- 6.11 The parties agree to make such technical changes to the Modification and Grant of Easements as may reasonably be requested by Washington Mutual Bank, FA and /or the Community Bank of Ravenswood as may be needed to secure their approval, provided such changes are consistent with the purpose and intent of this Modification and Grant of Easements.

7.0 Consent of Mortgagees

By signing this Release, Modification, and Grant of Easements

- 7.1 Washington Mutual Bank, FA releases any lien it has upon the Driveway Easement and the Landscaping Easement and consents to the Landscaping Easement.
- 7.2 Community Bank of Ravenswood releases any lien it has upon the Parking Easement and consents to the Parking Easement.
- 7.3 Neither Community Bank of Ravenswood nor Washington Mutual Bank, FA shall be liable for any of the affirmative obligations of 819 Simpson, LLC or JR Buildings, LLC under this document, having executed this document solely for the purpose of consenting to it as lien holders of record and adjusting their respective liens as set forth in the foregoing two paragraphs.
- 7.4 This easement shall be re-recorded at such time as the consents of the Community Bank of Ravenswood and Washington Mutual Bank, FA have been obtained.

In witness whereof the parties have signed and delivered this document on the dates that follow. For convenience, each signature is on a separate page, and the remainder of this page is blank.

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RELEASE, MODIFICATION, AND GRANT OF EASEMENTS

For 819 Simpson, LLC

Dated: 2-2-06

819 Simpson, LLC
By Real Equities Inc., Managing Member

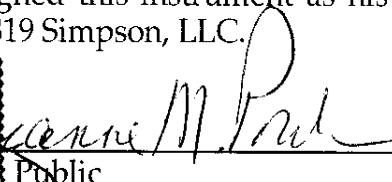
By: 
Jack Richter, President

State of Illinois }
County of Cook } ss.

The undersigned, a Notary Public in and for the State of Illinois and the County of Cook, does hereby certify that Jack Richter, known to me to be the President of Real Equities, Inc., which is the managing member of 819 Simpson, LLC personally appeared before me this day and acknowledged that he signed this instrument as his free and voluntary act and as the free and voluntary act of 819 Simpson, LLC.

Dated: 2-2-06




Suzanne M. Poulos, Notary Public

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RELEASE, MODIFICATION, AND GRANT OF EASEMENTS

For JR Buildings, LLC

Dated: 2/8/06 JR Buildings, LLC

By: Joseph Resnick
Joseph Resnick, authorized member

State of Illinois }
County of Cook } ss.

The undersigned, a Notary Public in and for the State of Illinois and the County of Cook, does hereby certify that Joseph Resnick, known to me to be an authorized member of JR Buildings, LLC personally appeared before me this day and acknowledged that he signed this instrument as his free and voluntary act and as the free and voluntary act of JR Buildings, LLC.

Dated: 2/6/06 Charles R. Gryll
Notary Public



Mail to / This instrument prepared for 819 Simpson, LLC by Michael D. Poulos

MICHAEL D. POULOS, P.C.

Attorneys for 819 Simpson, LLC

1724 Sherman Avenue

Evanston, Illinois 60201

Telephone 847-492-9800

Fax 847-492-9801

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RELEASE, MODIFICATION, AND GRANT OF EASEMENTS

For Community Bank of Ravenswood

The Community Bank of Ravenswood hereby consents to the foregoing Release, Modification, and Grant of Easements and agrees that its mortgage on 819 Simpson shall be subject to its terms.

Dated: _____ Community Bank of Ravenswood

By: _____
Name: _____
Title: _____

Attest:

Name: _____
Title: _____

State of Illinois }
County of Cook } ss.

The undersigned, a Notary Public in and for the State of Illinois and the County of Cook, does hereby certify that _____ and _____ known to me to be the _____ and _____ respectively of the Community Bank of Ravenswood, personally appeared before me this day and acknowledged that they signed this instrument as their free and voluntary act and as the free and voluntary act of the Community Bank of Ravenswood.

Dated: _____
Notary Public

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RELEASE, MODIFICATION, AND GRANT OF EASEMENTS

For Washington Mutual Bank, FA

Washington Mutual Bank, FA hereby consents to the foregoing Release, Modification, and Grant of Easements and agrees that its mortgage on 825 Simpson shall be subject to its terms.

Dated: _____ Washington Mutual Bank, FA

By: _____
Name: _____
Title: _____

Attest:

Name: _____
Title: _____

State of Illinois }
County of Cook } ss.

The undersigned, a Notary Public in and for the State of Illinois and the County of Cook, does hereby certify that _____ and _____ known to me to be the _____ and _____ respectively of Washington Mutual Bank, FA, personally appeared before me this day and acknowledged that they signed this instrument as their free and voluntary act and as the free and voluntary act of Washington Mutual Bank, FA.

Dated: _____
Notary Public

Mail to / This instrument prepared for 819 Simpson, LLC by Michael D. Poulos

MICHAEL D. POULOS, P.C.

Attorneys for 819 Simpson, LLC
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Evanston, Illinois 60201
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