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Doc#: 0624302405 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/31/2006 01:42 PM Pg: 1 of 9

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 5 day of August, 2006 by and between the LaGrange Commerce Park Condominium Association and Chicago Title Land Trust Company (Successor to Deerfield Federal Savings and Loan Association Trust No. 322) as Trustee under Trust Agreement dated May 27, 1993 and known as Trust Number 322. **and not personally**

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RECITALS

WHEREAS, by a Declaration of Condominium (the LaGrange Commerce Park Condominium) dated February 23, 1995 and recorded in the office of the Cook County Recorder of Deeds on March 1, 1995 as Document Number 95142912, the Declarant thereunder submitted certain real estate to the provisions of the Illinois Condominium Property Act which property is legally described at Exhibit "A" attached hereto; and

WHEREAS, by a First Amendment thereto dated October 4, 1995 and recorded in the office of the Cook County Recorder of Deeds on October 31, 1995 as Document Number 95751365 the Declarant thereunder submitted Additional Land to the condominium property which Additional Land is legally described at Exhibit "B" attached hereto (Exhibit's A and B hereinafter collectively referred to as Parcel 1); and

WHEREAS, Chicago Title Land Trust Company (successor to Deerfield Federal Savings and Loan Association Trust No. 322), not individually, but solely as Trustee under Trust Agreement dated May 27, 1993 and known as Trust Number 322, is the owner of certain vacant land adjacent to Parcel 1 and legally described at Exhibit "C" (Exhibit "C" hereinafter referred to as Parcel 2); and

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10/2/06

THIS DOCUMENT PREPARED BY AND AFTER RECORDING MAIL TO:

ADDRESS OF REAL ESTATE

JACOB REISS
6767 N. MILWAUKEE AVE.
NILES, IL 60714
(847) 647-0181

704 - 708 ELM, LAGRANGE, IL
P.I.N. 18-04-412-068-0000
18-04-412-069-

CHICAGO TITLE LAND TRUST COMPANY is successor Land Trustee to LaSalle Bank National Association and all references within this **EASEMENT** document to LaSalle Bank National Association shall be deemed to mean CHICAGO TITLE LAND TRUST COMPANY as Successor Trustee

Box 334

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WHEREAS, the parties hereto are desirous of creating, granted or affirming, as the case may be, and continuing the reservation of an easement over the Common Elements of Parcel 1 for access, ingress and egress in favor of the owner of Parcel 2 to and from any property constituting a portion of Lot 1 in Rante Industrial Park, as described on the plat thereof recorded October 18, 1993 as Document No. 93832455 in Cook County, Illinois as set forth in the aforesaid Declaration of Condominium at Article IV, Paragraphs 3 and 4;

THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. An easement is hereby created, granted or affirmed, as the case may be, to and in favor of the Owner of Parcel 2 for access, ingress and egress over any the Common Elements of Parcel 1.

2. Each party ("Requestor") shall, at any time and from time to time, within 30 days after written request from another party hereto ("Provider"), execute and deliver to Requestor or any mortgagee or prospective mortgagee a sworn and acknowledged estoppel certificate, in form reasonably satisfactory to Requestor or any mortgagee or prospective mortgagee, certifying and stating as follows: (i) this Easement Agreement has not been modified or amended (or if modified or amended, setting forth such modifications or amendments); (ii) this Easement Agreement as so modified or amended is in full force and effect (or if not in full force and effect, the reasons therefor); (iii) the Easement Agreement has no offsets or defenses to Requestor's or Provider's performance of the terms and provisions of this Easement Agreement; and (iv) any other accurate statements reasonably required by Requestor or its mortgagee or prospective mortgagee. It is intended that any such statement delivered pursuant to this subsection may be relied upon by Requestor and any mortgagee or prospective purchaser or mortgagee and their respective successors and assigns.

3. The easement granted herein shall run with the land and shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

4. In the event any legal proceedings are instituted to enforce the provisions of this Easement Agreement, the party deemed by the court to have breached any terms hereof shall be liable for the costs and expenses, including reasonable attorneys' fees incurred by the party seeking enforcement of this Easement Agreement, as determined and established by the court; provided, however, such determination of costs and expenses shall not be deemed a lien on the parcel affected thereby.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**LAGRANGE COMMERCE PARK
CONDOMINIUM ASSOCIATION,**

by its Board of Managers

Robert McMahon
Robert McMahon - 700 Elm Unit D

Alfredo LoGi
Alfredo LoGi - 700 Elm Unit B

John Martin
John Martin - 708 Elm Unit A

Ted Corlett
Ted Corlett - 708 Elm Unit B

David Kreutz
David Kreutz - 700 Elm Unit A

Greg Ripoli
Greg Ripoli - 700 Elm Unit C

Charm & Associates, Inc. Direct
West Suburban Service & Finance
Glen R. Green

CHICAGO TITLE LAND TRUST COMPANY,
NOT INDIVIDUALLY BUT SOLELY AS
TRUSTEE UNDER TRUST AGREEDMENT
DATED MAY 27, 1993 AND KNOWN AS
TRUST NO 322

By: Joseph F. Sochacki
Its: JOSEPH F. SOCHACKI
ASST. VICE PRESIDENT

ATTEST:

By: Attestation not required
Its: pursuant to corporate by-laws.

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 land 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.

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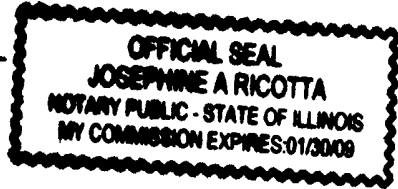
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that ROBERT McMAHON, ALFREDD CORSHI, JOHN MARVIN

appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as free and voluntary act, and as the free and voluntary act of said , for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of August, 2006.

Josephine A Ricotta
Notary Public



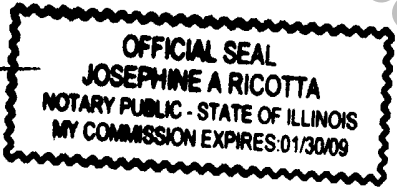
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that TED CARLOTT

appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as free and voluntary act, and as the free and voluntary act of said , for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of August, 2006.

Josephine A Ricotta
Notary Public



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County
and State, do hereby certify that
DAVID KREUTZ, GREG RIPOLI

appeared before me this day in person and acknowledged that he
signed, sealed and delivered said instrument as free and
voluntary act, and as the free and voluntary act of said
, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of
August, 2006.

Josephine A Ricotta
Notary Public



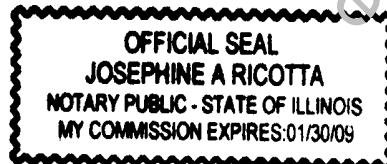
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County
and State, do hereby certify that
GLEN R. GREEN

appeared before me this day in person and acknowledged that he
signed, sealed and delivered said instrument as free and
voluntary act, and as the free and voluntary act of said
, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of
August, 2006.

Josephine A Ricotta
Notary Public

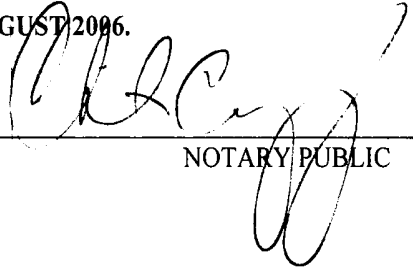


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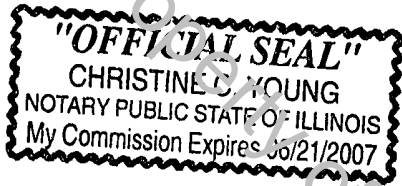
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that **JOSEPH F. SOCHACKI**, an officer of **CHICAGO TITLE LAND TRUST COMPANY**, 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 of said corporation signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 25TH day of AUGUST 2006.



NOTARY PUBLIC



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EXHIBIT A

LEGAL DESCRIPTION

LAGRANGE COMMERCE PARK CONDOMINIUM

PER ORIGINAL DECLARATION

THE NORTH HALF OF LOT 1 IN RANTE INDUSTRIAL PARK, BEING A
SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 38
NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO
THE PLAT THEREOF RECORDED OCOBER 18, 1993 AS DOCUMENT NO
93832455, IN COOK COUNTY, ILLINOIS

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EXHIBIT B

LEGAL DESCRIPTION

LAGRANGE COMMERCE PARK CONDOMINIUM

PER FIRST AMENDMENT

THE EAST 89 FEET OF LOT 1 (EXCEPT THE NORTH HALF THEREOF) IN
RANTE INDUSTRIAL PARK, BEING A SUBDIVISION IN THE SOUTHEAST
QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE
THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED
OCTOBER 18, 1993 AS DOCUMENT NO 93832455, IN COOK COUNTY, ILLINOIS

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STREET ADDRESS: 704 E. ELM AVENUE

CITY: LAGRANGE

COUNTY: COOK

TAX NUMBER: 18-04-412-068-0000

LEGAL DESCRIPTION:

PARCEL 1: THE WEST 89 FEET OF LOT 1 (EXCEPT THE NORTH 1/2 THEREOF) IN RANTE INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION OF LOTS 1, 2, AND 3 IN RACHMAN'S RESUBDIVISION OF THE WEST 145 FEET OF LOTS 1 TO 6 IN E. S. BADGER'S SUBDIVISION OF THAT PART (EXCEPT THE RAILROAD) OF THE SOUTHEAST 1/4, AND ALSO A PART OF THE EAST 1/2 OF THE HERETOFORE VACATED WASHINGTON STREET LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF ELM AVENUE AND NORTH OF THE SOUTHERLY LINE OF SAID LOT 3 EXTENDED WESTERLY, ALL IN SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANTE INDUSTRIAL PARK SUBDIVISION RECORDED OCTOBER 18, 1993 AS DOCUMENT 93832455, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THE COMMON ELEMENTS OF THE LAGRANGE COMMERCE PARK CONDOMINIUM, RECORDED AS DOCUMENT NUMBER 95142912, AS AMENDED, AS SAME ARE LOCATED AND DEPICTED ON THE CONOMINIUM SURVEY ATTACHED TO SAID DECLARATION AFORESAID, WHICH EASEMENT WAS RECORDED ~, 2006 AS DOCUMENT NUMBER ~, IN COOK COUNTY, ILLINOIS.

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