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Doc#: 0633308158 Fee: \$32.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 11/29/2006 12:30 PM Pg: 1 of 5

AMENDMENT TO INDENTURE

This Agreement amends that certain Indenture recorded June 6, 1966 as Document 19847493 and modifies the terms of a drainage easement in favor of the Illinois State Toll Highway Authority

Drainage easement agreement made this ^{5th} ~~21~~ day of ^{November 2006} ~~September, 2005~~, by and between **First Midwest Bank**, f/k/a Heritage County Bank and Trust Company, Trustee under a Trust Agreement dated the 7th day of October, 1986 and known as Trust Number 2022, and **Melvin Wells** and **Mary Wells** (hereinafter collectively referred to as "**Grantors**"), and the **Illinois State Toll Highway Authority**, successor to the Illinois State Toll Highway Commission, (hereinafter "**Grantee**").

Grantors are successors in interest to Charles E. Bermingham, Catherine M. Bermingham and Marie Taddei, who were the original Grantors of an Indenture for drainage easement dated the 31st day of May, 1966, and recorded by the Cook County Recorder of Deeds on the 6th day of June, 1966, as Document Number 1984793, and **Grantors** covenant that they have the right, title and capacity to enter into this Amendment to that Indenture.

Grantee is the successor in interest to the Illinois State Toll Highway Commission, which was the original Grantee of that Indenture for drainage easement, and covenants that it has the right and authority to enter into this Amendment to that Indenture.

Grantors and **Grantee** hereby agree to amend the terms of the said Indenture, as follows:

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Grantors grant, sell and convey to **Grantee** a permanent easement for the purposes of (a) constructing, operating and maintaining a stormwater drainage right-of-way on **Grantors'** property as further described herein, and (b) maintaining such noise wall and fence as the **Grantee** may now have or may hereafter establish within the right-of-way owned by **Grantee** which is adjacent to **Grantors'** property.

The permanent easement shall encumber the following described real property in Cook County, Illinois:

That part of Lots 34 and 35 in Block 17 of Orchard Ridge Addition to South Harvey, being a Subdivision of the South half of the North West 1/4 of Section 30, Township 36 North, Range 14, East of the Third Principal Meridian and of the East half of the South East 1/4 of the North East 1/4 of Section 25, Township 36 North, Range 13, East of the Third Principal Meridian, also the East 16 feet of the North East 1/4 of the North East 1/4 of said Section 25, Township 36 North, Range 13, East of the Third Principal Meridian, lying southwesterly of a line beginning at a point on the West line of said lot 35, a distance of 1.75 feet North of the Southwest corner of said lot 35; thence Southeasterly to a point on the South line of said lot 34, a distance of 29.47 feet East of the Southwest corner of said lot 34, all in Cook County, Illinois. (containing 298 square feet, more or less).

28-25-207-056

The easement shall continue to include rights of ingress and egress in, on, over, across and through said above described land for any and all purposes necessary or convenient to the exercise by **Grantee** of the rights and easements granted by the Indenture.

Grantee and **Grantors** agree that the Indenture is released as to that part of the real property described in the Indenture which lies outside the property described above.

Grantors and **Grantee** further agree that **Grantee** shall not be required to install or maintain its drainage on the easement in a pipeline, main or conduit which is buried, but may install or maintain a swale or other grading as its means of providing drainage and maintenance access; provided, however, that **Grantee** may not install on or above the surface of the easement any permanent facility in the nature of a culvert or channel of metal, concrete or similar materials.

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GRANTEE

Accepted this 28th day of Nov, 2008.

Illinois State Toll Highway Authority

By: *Greg Busby*
President Manager Tollway

Approved as to form and constitutionality.

Lisa Madigan
Lisa Madigan, Illinois Attorney General

This instrument prepared by:

Paul A. Lewis, A.A.G.
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

After recording return to:

Law Department
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

NO CHANGE IN TAXES

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RIDER ATTACHED AND MADE A PART OF AMENDMENT TO INDENTURE

This instrument is executed by FIRST MIDWEST BANK, not personally but solely as Trustee under trust No. 2922, 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 FIRST MIDWEST BANK, 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 FIRST MIDWEST BANK, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

In witness whereof, the undersigned corporation, not personally but as trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Authorized Signer this 20th day of November, 2006.

First Midwest Bank as Trustee as aforesaid and not personally
But as Trustee under Trust No. 2922

By: Geraldine A. Holsey
Trust Officer

Attest: Martha A. Kimzey
Authorized Signer

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 Geraldine A. Holsey, Trust Officer of FIRST MIDWEST BANK, and Martha A. Kimzey, the attesting Authorized Signer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and the attesting Authorized Signer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said attesting Authorized Signer did also then and there acknowledge that he as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of November, 2006.

Colleen Clasby
NOTARY PUBLIC

