



Doc#: 0636241087 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/28/2006 12:33 PM Pg: 1 of 10

RETURN RECORDED DOCUMENT TO:

GLENN L. VALENTINE, ESQ.
401 S. Old Woodward, Suite 430
Birmingham, Michigan 48009

This Instrument Prepared By:

GLENN L. VALENTINE, ESQ.
401 S. Old Woodward, Suite 430
Birmingham, Michigan 48009

**FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT
WITH COVENANTS, CONDITIONS, AND RESTRICTIONS**

This First Amendment to Reciprocal Easement Agreement With Covenants, Conditions And Restrictions (the "First Amendment") is entered into this 7th day of December, 2006, by and between The Standard Bank and Trust Company, not individually, but as Trustee under Trust Agreement dated September 12, 1985 and known as Trust No. 9852 (the "Parcel 1 Owner"), and Marquette Bank, not individually, but as Trustee under Trust Agreement dated August 10, 2002 and known as Trust No. 16293 (the "Parcel 2 Owner").

WITNESSETH

WHEREAS, the Parcel 1 Owner is the Owner of that certain real property situated in the City of Hometown, County of Cook, State of Illinois, more particularly described as Parcel 1 on Exhibit "A" attached to this First Amendment and incorporated herein by this reference ("Parcel 1"); and

WHEREAS, the Parcel 2 Owner is the owner of that certain real property situated in the City of Hometown, County of Cook, State of Illinois, more particularly described as Parcel 2 on Exhibit "A" attached to this First Amendment and incorporated herein by this reference ("Parcel 2"); and

WHEREAS, the Parcel 2 Owner has developed Parcel 2 for use by Walgreen; and

WHEREAS, the Parcel 1 Owner has developed Parcel 1 as retail/commercial site; and

WHEREAS, Parcel 1 Owner and Parcel 2 Owner entered into a Reciprocal Easement Agreement With Covenants, Conditions And Restrictions dated November 13, 2003 and recorded on November 25, 2003 as Document No. 0332908314 in the Cook County Recorder of Deeds (the "REA"); and

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WHEREAS, the REA imposed certain easements upon the Parcels, and established certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcel 1 and Parcel 2 and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth; and

WHEREAS, the REA intended to describe Parcel 2 in Exhibit A attached thereto; and

WHEREAS, due to a scrivener's error, the legal description of Parcel 2 in Exhibit A to the REA represents the description of both Parcel 1 and Parcel 2, rather than the description of Parcel 2 only; and

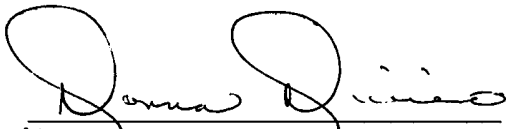
WHEREAS, Parcel 1 Owner and Parcel 2 Owner desire to modify the REA as hereinafter provided

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Exhibit A attached to the REA is hereby deleted in its entirety and Exhibit A attached to this First Amendment is hereby substituted therefor as if originally incorporated therein.
2. This Amendment may be executed in counterparts, and any executed counterparts shall be deemed as executed originals for all purposes.
3. A facsimile signature shall be deemed an original signature.
4. As modified by the provisions of this First Amendment, the REA shall remain in full force and effect in accordance with the provisions thereof and this First Amendment shall be effective as of the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed as of the day and year first above written.

Witnessed by:


 Attest: Donna Diviero, A.T.O.

THE STANDARD BANK AND TRUST COMPANY, not individually, but as Trustee under that Certain Trust Agreement Dated September 12, 1985 and known as Trust No. 9852


 By: Patricia Ralphson, A.V.P.
 Its:

PARCEL 1 OWNER

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, duly in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY and its successors in office. Any and all claims and suits which may at any time be brought against the Trustee hereunder shall be brought or settled against only the Trustee hereunder. A full and complete copy of said STANDARD BANK AND TRUST COMPANY's articles of incorporation and bylaws shall be available for inspection and copying at the principal office of said Trustee hereunder, and the principal office of the Trustee hereunder shall be at the principal office of said Trustee hereunder. The STANDARD BANK AND TRUST COMPANY covenants and agrees to use its best efforts to secure the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

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MARQUETTE BANK, not individually, but as Trustee under that Certain Trust Agreement Dated August 1, 2002 and known as Trust No. 16293

Mary Godinez
ASSISTANT SECRETARY

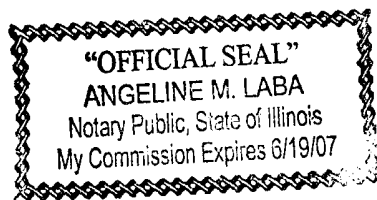
Glenn E. Skinner, Jr.
By: GLENN E. SKINNER, JR.
Its: ASSISTANT VICE PRESIDENT & TRUST OFFICER
PARCEL 2 OWNER

STATE OF ILLINOIS)
)
COUNTY OF COOK)

This instrument is executed by the Marquette Bank not personally, but only as Trustee, and no personal liability is assumed by or shall be enforced against said Marquette Bank because of or on account of the making of this instrument.

I, ANGELINE M. LABA, a Notary Public in and for the said county, in the State aforesaid, DO CERTIFY THAT GLENN E. SKINNER JR. ASST. VP & TRUST OFFICER of MARQUETTE BANK, an Illinois banking association, formerly known as Marquette National Bank, and MARY GODINEZ - ASST. SECRETARY of said Bank, personally known to me to be the same person(s) whose names are subscribed to the forgoing instrument as such officer(s) 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, as Trustee, for the uses and purposes therein set forth.

Given under my hand and seal this 7th day of DECEMBER, 2006.



Angeline M. Laba
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION OF PARCELS

Parcel 1

THAT PART OF LOT 1651 IN J.E. MERRION AND COMPANY'S HOMETOWN UNIT NO. 10, BEING A SUBDIVISION OF LOT "H" (EXCEPT THE EAST 590.47 FEET THEREOF) IN J.E. MERRION AND COMPANY'S HOMETOWN UNIT NO. 7, A SUBDIVISION OF LOT "F" IN J.E. MERRION AND COMPANY'S HOMETOWN UNIT NO.5, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JUNE 11, 1954, AS DOCUMENT NUMBER 1528599, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1651; THENCE ON AN ASSUMED BEARING NORTH 0 DEGREES 0 MINUTES 23 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 1651, 72.00 FEET TO A POINT 178.16 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1651; THENCE: NORTH 89 DEGREES 59 MINUTES 37 SECONDS EAST 42.84 FEET; THENCE NORTH 44 DEGREES 51 MINUTES 8 SECONDS WEST 45.05 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 37 SECONDS WEST 125.13 FEET TO A POINT ON A CURVE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 1651, A DISTANT 5.10 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 5674.70 FEET AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 1651, A DISTANCE OF 251.00 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 1651 DISTANT 5.10 FEET EAST OF THE SOUTHWEST CORNER THEREOF); THENCE SOUTHERLY, ALONG SAID CURVE, AN ARC DISTANCE OF 104.26 FEET TO A POINT ON A SOUTH LINE OF SAID LOT 1651; THENCE SOUTH 89 DEGREES 59 MINUTES 37 SECONDS EAST, ALONG SAID SOUTH LINE, 208.01 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

Property Index Number: 24-03-133-020-0000

Commonly known as: 8727-35 S. Cicero Ave., Hometown, Illinois

Parcel 2

THAT PART OF LOTS 1651 AND 1652 AND THE 20 FOOT VACATED ALLEY LYING BETWEEN SAID LOTS IN J.E. MERRION AND COMPANY'S HOMETOWN UNIT NUMBER 10, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JUNE 11, 1954 AS

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DOCUMENT NUMBER 1528599 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1652; THENCE NORTH 89 DEGREES 49 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 1652, 69.67 FEET; THENCE SOUTH 76 DEGREES 36 MINUTES 25 SECONDS WEST 98.07 FEET TO A POINT 165 FEET WEST OF AND 23 FEET SOUTH OF SAID NORTHEAST CORNER OF LOT 1652 (AS MEASURED ON SAID NORTH LINE AND ON A LINE AT RIGHT ANGLE THERETO), SAID POINT ALSO BEING THE MOST NORTHERLY POINT OF LAND ACQUIRED BY CONDEMNATION IN CIRCUIT COURT OF COOK COUNTY PROCEEDINGS NUMBER 85L50169; THENCE SOUTH 6 DEGREES 8 MINUTES 19 SECONDS WEST, ALONG THE EAST LINE OF SAID CONDEMNATION, 77.47 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1652, SAID POINT BEING 14.16 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 1652; THENCE SOUTH 7 DEGREES 30 MINUTES 21 SECONDS WEST 20.17 FEET TO A POINT ON THE NORTH LINE OF AFORESAID LOT 1651, SAID POINT BEING 13.86 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1651; THENCE SOUTH 6 DEGREES 54 MINUTES 1 SECOND WEST 15.78 FEET; THENCE SOUTH 9 DEGREES 57 MINUTES 7 SECONDS WEST 120.00 FEET TO A POINT ON A CURVE CONVEX TO THE WEST AND HAVING A RADIUS OF 5674.70 FEET; THENCE SOUTHERLY, ALONG SAID CURVE, A CHORD BEARING SOUTH 5 DEGREES 8 MINUTES 33 SECONDS WEST 12.87 FEET, AN ARC DISTANCE OF 12.87 FEET; THENCE SOUTH 59 DEGREES 59 MINUTES 37 SECONDS EAST 125.13 FEET; THENCE SOUTH 44 DEGREES 51 MINUTES 8 SECONDS EAST 45.05 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 37 SECONDS EAST 42.84 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1651, SAID POINT BEING 178.16 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1651; THENCE NORTH 0 DEGREES 0 MINUTES 23 SECONDS EAST, ALONG THE EAST LINES OF AFORESAID LOTS 1651 AND 1652 AND AFORESAID 20 FOOT ALLEY, 298.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Index Number: 24-03-133-019-0000 and
Property Index Number: 24-03-133-001-0000

Commonly known as: 8701 S. Cicero Ave., Hometown, Illinois

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CONSENT OF MORTGAGEE

Marquette Bank, a bank organized and existing under the laws of the State of Illinois, a holder of (i) a Mortgage and Security Agreement dated November 1, 2002 and recorded December 16, 2003, as Document No. 0335033242 in the Office of the Recorder of Deeds, Cook County, Illinois, covering the parcel identified as Parcel 2 in the foregoing First Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions, (ii) a Mortgage dated February 21, 2003 and recorded June 2, 2003, as Document No. 0315326011 in the Office of the Recorder of Deeds, Cook County, Illinois, and (iii) a Mortgage dated November 13, 2003 and recorded January 9, 2004, as Document No. 0400942313 in the Office of the Recorder of Deeds, Cook County, Illinois, both Mortgages in (ii) and (iii) covering the parcel identified as Parcel 1 in the foregoing First Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions, and hereby consents to the execution and recording of such First Amendment and agrees that all of said Mortgages are subject and subordinate thereto.

IN WITNESS WHEREOF, the Marquette Bank has caused this instrument to be signed by its duly authorized officers on its behalf at Bridgeview, Illinois, on this 5th day of December, 2006.

MARQUETTE BANK

BY: Cash Karoulas

Its: Vice President

ATTEST:

By: Barbara K. Renik

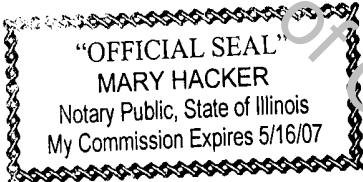
Its: Administrative Asst.

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Mary Hacker, a Notary Public in and for the said county, in the State aforesaid, DO CERTIFY THAT Christine Karoubas of MARQUETTE BANK, an Illinois banking association, formerly known as Marquette National Bank, and Vice President of said Bank, personally known to me to be the same person(s) whose names are subscribed to the forgoing instrument as such officer(s) 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, duly authorized through its Board of Directors or otherwise, for the uses and purposes therein set forth.

Given under my hand and seal this 5 day of December, 2006.



Mary Hacker
Notary Public

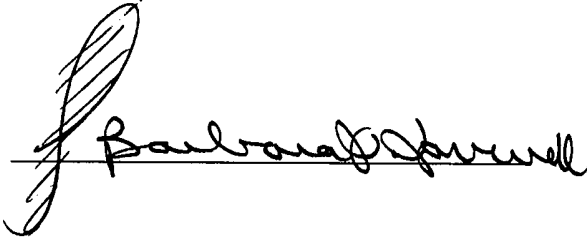
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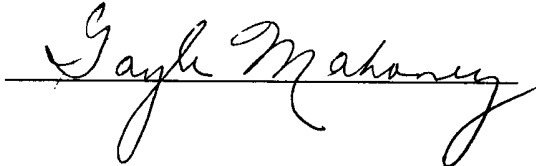
CONSENT OF LESSEE

Walgreen Co, an Illinois Corporation, Lessee under a Lease Agreement dated February 15, 2001 and amended by First Amendment dated November 16, 2001, Second Amendment dated November 11, 2003, and Third Amendment dated December 7, 2006, between Marquette Bank, not personally but as Trustee under that certain Trust Agreement dated September 12, 1985 and known as Trust No. 16293 as "Landlord" of that parcel described as Parcel 2 in the foregoing document captioned First Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions, hereby consents to the execution and recording of such First Amendment and agrees that said Lease Agreement is subject and subordinate thereto.

IN WITNESS WHEREOF, Walgreen Co. has caused this instrument to be signed by its duty authorized officers on its behalf at Deerfield, Illinois, on this 5th day of December, 2006.

WITNESSES:





WALGREEN CO., an Illinois Corporation

By: 

Name: Robert M. Silverman

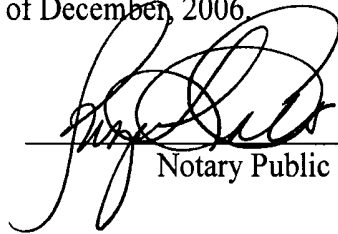
Its: Divisional Vice President

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STATE OF IL)
COUNTY OF Lake)

I, the undersigned, a Notary Public in and for the said county, in the State aforesaid, DO CERTIFY THAT Robert M. Silverman, the Divisional Vice President of WALGREEN CO., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the forgoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 5th day of December, 2006.



Notary Public

First Amendment to REA Final 120506



Property of Cook County Clerk's Office

