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Doc#: 0713110063 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/11/2007 11:43 AM Pg: 1 of 6

599136 T.001

PREPARED BY AND RETURN TO:
CLIFFORD SILVERMAN
18400 MAPLE CREEK DR.
SUITE 700
TINLEY PARK, IL 60477

Ticor Title Insurance

EASEMENT AGREEMENT

BOX 15

RECORDING FEE 34
DATE 5-16-07 COPIES 1
OK BY AE

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EASEMENT AGREEMENT

AGREEMENT made this 18TH day of April, 2007, by and between George E. Mitchell and Mary Kay Mitchell, Trustees under the George E. Mitchell and Mary Kay Mitchell Living Trust, dated May 10, 2004 and Suburban Bank and Trust Company, Successor to Beverly Trust Company, as Trustee under Trust Agreement dated July 21, 1997 and known as Trust No. 74-2587.

WITNESSETH

WHEREAS, Suburban Bank and Trust Company, Successor to Beverly Trust Company, as Trustee under Trust Agreement dated July 21, 1997 and known as Trust No. 74-2587 is the legal owner of certain real estate hereinafter referred to as "Parcel 5" or "Servient Parcel"; and

WHEREAS, George E. Mitchell and Mary Kay Mitchell, Trustees under the George E. Mitchell and Mary Kay Mitchell Living Trust, dated May 10, 2004 are the owners of certain real estate hereinafter referred to as "Parcel 1" or "Dominant Parcel";

WHEREAS, the parties wish to create an easement for ingress and egress over and across the Servient Parcel in favor of and inuring to the benefit of the Dominant Parcel;

NOW THEREFORE, in consideration of the premises and for other good and valuable considerations it is agreed as follows:

1. Suburban Bank and Trust Company, Successor to Beverly Trust Company, as Trustee under Trust Agreement dated July 21, 1997 and known as Trust No. 74-2587 is the legal owner of the following described real estate (hereinafter referred to as "Parcel 5" or "Servient Parcel"):

LOTS 2 AND 3 IN SUBDIVISION OF LOT 6 IN THE COUNTY
CLERK'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST

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1/4 OF SECTION 31, TOWNSHIP 26 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 29-31-409-037

P.I.N. 29-31-409-038

2. George E. Mitchell and Mary Kay Mitchell, Trustees under the George E. Mitchell and Mary Kay Mitchell Living Trust, dated May 10, 2004 are the owners of the following described real estate (hereinafter referred to as "Parcel 1" or "Dominant Parcel"):

THE NORTH 24.95 FEET OF THE SOUTH 81 FEET EXCEPT THE EAST 99 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN THE SUBDIVISION OF LOT 6 IN THE COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 21, 1927, AS DOCUMENT NO. 9816722, IN BOOK 253 OF PLATS, PAGE 2, THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1, 297 FEET TO THE EAST LINE OF DIXIE HIGHWAY; THENCE NORTH ALONG SAID EAST LINE OF DIXIE HIGHWAY; 346 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 1, 297 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, 346 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N. 29-31-409-078

3. The parties hereby and herewith create an easement for ingress and egress, only, in favor of the Dominant Parcel, being Parcel 1, upon that part of the Servient Parcel, being Parcel 5, which is described as follows:

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THE NORTH 10 FEET OF LOTS 2 AND 3 IN SUBDIVISION OF LOT 6 IN THE COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 26 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

as set forth in the survey dated APRIL 24, 2007 prepared by Kevin M. Westerkamp ~~attached~~ hereto as Exhibit "A." **JOB B+G 1073986 EASE**

This easement is superior and paramount to the rights of any of the parties hereto in the Servient Parcel and the parties agree that it is a covenant that shall run with the land.

4. It is agreed that the cost of maintenance and repair for which this easement is granted is the liability of the owners of the Dominant Parcel without cost or expense therefor to the owners of the Servient Parcel.

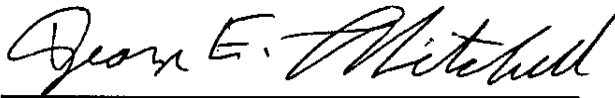
5. The parties hereto acknowledge that both parties hereto will have rights of ingress or egress upon the property which is the subject of this grant and that such rights of ingress or egress will be non-exclusive as to the parties hereto.

6. The owners of the Dominant Parcel agree to indemnify and hold harmless the owners of the Servient Parcel as against any loss or damage reasonably sustained to the Servient Parcel, or the title thereto, by reason of the maintenance of the aforesaid easement grant.

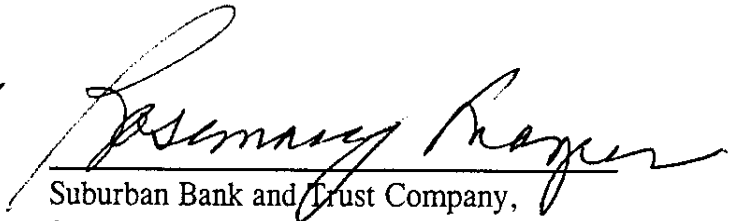
7. The parties acknowledge that this Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, personal representatives, successors, beneficiaries and assigns and, in this regard, the parties hereto agree to cause any and all conveyances of any of the real estate described herein as either Dominant or Servient Parcels (or any part thereof) to be made subject to the terms and conditions of this Agreement.

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IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.



GEORGE E. MITCHELL, Trustee under the
George E. Mitchell and Mary Kay Mitchell
Living Trust dated May 10, 2004



Suburban Bank and Trust Company,
Successor to Beverly Trust Company, as
Trustee under Trust Agreement dated July
21, 1997 and known as Trust No. 74-2587

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the warranties, indemnities, representations, covenants, understandings 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 at 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 Suburban Bank & Trust Company or any of the beneficiaries under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained either expressed or implied, all such personal liability if any, being expressly and fully released.

THIS INSTRUMENT WAS PREPARED BY:

Clifford A. Silverman ♦ 18400 Maple Creek Drive, Suite 700 ♦ Tinley Park, IL 60477

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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 before me on this day personally appeared ROSEMARY MAZUR , known to me to be the Vice President of SUBURBAN BANK & TRUST COMPANY, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Given under my hand and Notarial seal this 20th day of April , 2007.



Constance C. Krutilla

Notary Public

Property of Cook County Clerk's Office

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CONSENT OF MORTGAGEE

_____, an Illinois corporation organized under the laws of the State of Illinois, the holder of that certain Mortgage on the property dated _____ and recorded at the Office of the Recorder of Deeds of Cook County, Illinois, on _____ as document no. _____, together with various ancillary loan and security documents (collectively, the "Mortgage"), hereby consents to the execution and recording of the within Easement and agrees that the Mortgage is subject to the provisions of the Easement.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by its duly authorized officers on its behalf, at Duymia Firas, Illinois, on this 20 day of April, 2007.

By: Patricia Fatt

Its: VICE PRES

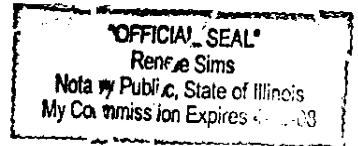
By: _____

Its: _____

STATE OF ILLINOIS]
]
COUNTY OF C O O K]

The undersigned, a Notary Public in and for said County and State, do hereby certify that Patricia Fatt, and N/A, as vice President and N/A of First National Bank, personally known to me to be the same persons whose names are subscribed to the foregoing Consent of Mortgagee, appeared before me this day in persona and acknowledged that they signed and delivered the said instrument as their free voluntary act and voluntary act of said corporation, for the use and purpose therein set forth.

Given under my hand and notarial seal this 20th day of April, 2007.



Renee Sims
NOTARY PUBLIC