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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/28/2007 09:10 AM Pg: 1 of 4

**MUTUAL EASEMENT AGREEMENT  
FOR INGRESS AND EGRESS FOR  
7930-7936 W. GRAND AVENUE  
ELMWOOD PARK, IL 60707**

This Easement Agreement is made this  
15<sup>TH</sup> day of August, 2007 by 7930-36 West Grand Avenue, LLC.,  
An Illinois Limited Liability Company

RECITALS

A. 7930-36 West Grand Avenue, LLC., AN ILLINOIS LIMITED LIABILITY  
COMPANY, is the Owner in fee simple title to the properties commonly known as  
7930-7936 W. Grand Ave., Elmwood Park, Il 60707 and legally described as follows :

Parcel 1:

LOTS 30, 31, 32, 33, 34 AND 35 IN VOLK BROTHERS  
SUBDIVISION OF LOT 1 IN E. A. CUMMINGS AND CO'S RESUBDIVISION OF  
LOT 1 IN MONT CLARE HOME ADDITION IN THE SOUTHWEST ¼ OF  
SECTION 25, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS .

Parcel 2:

LOT 36 AND THAT PART OF LOT 37 LYING EASTERLY OF A 16  
FOOT DEDICATED PUBLIC ALLEY ALSO THAT PART OF A 16 FOOT  
VACATED ALLEY LYING WEST OF THE WEST LINE OF SAID LOT 37 AND  
EASTERLY OF THE 16 FOOT DEDICATED ALLEY IN VOLK BROTHERS  
SUBDIVISION OF LOT 1 IN E. A. CUMMINGS AND CO'S RESUBDIVISION OF  
LOT 1 IN MONT CLARE HOME ADDITION IN THE SOUTHWEST ¼ OF SECTION  
25, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS .

P.I.N 12-25-316-129-0000  
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- B. Owner herein intends to subdivided the property into four (4) separate parcels as follows :
- a) 7930 W. GRAND AVENUE , ELMWOOD PARK , IL 60707 , and legally described as  
Parcel 1 attached hereto and incorporated by reference, and
  - b) 7932 W. GRAND AVENUE , ELMWOOD PARK , IL 60707, and legally described as  
Parcel 2 attached hereto and incorporated by reference, and
  - c) 7934 W. GRAND AVENUE , ELMWOOD PARK , IL 60707 , and legally described as  
Parcel 3 attached hereto and incorporated by reference, and
  - d) 7936 W. GRAND AVENUE , ELMWOOD PARK , IL 60707, and legally described as  
Parcel 4 attached hereto and incorporated by reference, and

C. The owner has agreed to grant a perpetual easement for ingress and egress to all owners of properties included in parcels 1- 4 inclusive .

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein and other good and valuable consideration , the receipt and sufficiency of which are hereby acknowledged, the aforesaid fee simple title holder states as follows:

1. Grant of Easement . The owner hereby grants , conveys and sets over to each owner of any Unit within 1-4 parcels for purposes of ingress and egress along any land comprising the property. .
2. Use of the Easement . The Easement may be used solely for ingress and egress by any such owner its beneficiaries, permittees, lessees , successors and assigns. The Easement may be used by the foregoing persons and entities only . As used herein , the term “lessee” means any tenant , subtenant, lessee, or sublessee of all or any portion of Parcels 1, 2, 3, and 4 and the term “permittee” means any agent, customer, guest , contractor, invitee, licensee or supplier authorized to use the Easement by the owner. Norwithstanding the foregoing provisions of this Section 2, the consent or approval of any lessee or permittee shall not be required for the modification or termination of this Agreement or any easement granted hereunder .

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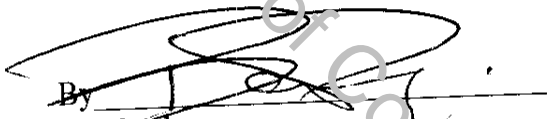
3. Repair and Maintenance of the Easement Parcel . The parties hereto shall be jointly and severally responsible for the repair, replacement and maintenance of the surface of the Easement Parcel , unless such repair, replacement or maintenance is required as a result of any act of negligence solely by any party or any of their respective beneficiaries , permittees, lessees, successors or assigns,
4. Remedies . In the event of default under, or breach of, the Agreement by any Party hereto, the other Party shall be entitled to any and all remedies available at law or in Equity , including, without limitation , specific performance and injunctive relief . All remedies available hereunder or at law or in equity shall be cumulative with any other remedies available hereunder at law or in equity .
5. Attorney's Fee . In the event any Party hereto brings any action or proceeding to enforce any of its rights hereunder or to interpret this Agreement, the prevailing Party or Parties in such action or proceeding shall be entitled to collect from the losing Party or Parties all costs and expenses incurred by the prevailing Party or Parties in such action or proceeding , including attorney's fees and court costs.
6. No Right to Terminate Agreement . The Parties hereto expressly agree that no breach of default hereunder by a Party shall entitle any other Party or Parties to terminate, rescind or cancel this Agreement ; provided that the foregoing shall not affect in any manner any other remedies or rights available to a non-defaulting Party by reason of any such breach or default .
7. Duration . This Agreement and the easements and covenants contained herein shall be perpetual .
8. Heading . The headings of the sections of this Agreement are only for convenience of reference . They are not in any way part of this Agreement .
9. Amendment . This Agreement may not be modified or amended, in whole or in part, except by a written agreement signed by the Parties hereto.
10. Waivers . The waiver by any party of any term or condition of this Agreement on any occasion shall not be deemed a waiver of such term or condition by such Party on any future occasion .
11. Severability . If any term or provision of this Agreement , or the application of that term or provision to any person or circumstance, is illegal, invalid or unenforceable to any extent, then the remaining terms and provisions of this Agreement and the application of that term or provision to persons or circumstances other than those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby .

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12. Run With The Land. Each and all of the Easement, Covenants, Restrictions, and rights granted or created herein are appurtenant to Parcels 1,2,3 and 4 constitute covenants running with the land which are binding upon every Party now or hereafter having any fee, leasehold , or other interest in any of the Parcels at any time and from time to time, and will inure to the benefit of such Parties, and their respective beneficiaries, successors and assigns .

IN WITNESS WHEREOF, the said 1600-120 N. NAGLE , LLC., AN ILLINOIS LIMITED LIABILITY COMPANY has executed his Agreement on the date and year first above written .

7930-36 WEST GRAND AVENUE , LLC.,

By   
Member

This Instrument Prepared and  
Return to JESS E. FORREST  
1400 Renaissance Drive # 203  
Park Ridge, Il 60068

BOX 250

Property of Cook County Clerk's Office