UNOFFICIAL

AGREEMENT

This Agreement

by and



1122246000 Fee: \$38.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 08/10/2011 09:23 AM Pg: 1 of 2

between PAUL LUCAS,

8633 Lincoln Drive, Lyons, IL 60534 ("Owner")

and DANUTA DUS-KOWALCZYK ("Neighbor"), 8631 Lincoln Drive, Lyons, IL 60534 was entered into on the date hereof regarding the following property, located at 8633 Lincoln Drive, Lyons, IL 60534 (the "Property"):

LOT 26 IN HACKEL'S WEST END SUBDIVISION, BEING A SUBDIVISION OF ALL LOTS 7, 8, 9, 28, 31, 32, 33 AND 56, ALL IN ARTHUR T. MCINTOSH'S PLAINFIELD ROAD ADDITION AND PART OF LOT 24 IN H.O. STONE AND COMPANY'S FIFTH ADDITION TO RIVERSIDE ACRES IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 18-02-315-004-0000

Address of Real Estate: 8633 Lincoln Drive, Lyons, IL 60534

Owner is the legal owner of the Property. Neighbor owns real property adjacent to the Property located at 8631 Lincoln Drive, Lyons, IL 60534 ('Adjacent Property"). Owner and Neighbor hereby acknowledge and agree to the following:

- 1. Neighbor acknowledges and affirms that Neighbor installed a fence on the Property.
- Neighbor and Owner acknowledge and agree that no easement for the fence or any encroachment onto Owner's Property exists and that, except to the extent expressly provided in this Agreement, Neighbor has no legal rights to the Property or a right to encroach upon.
- Neighbor and Owner agree and permit the fence to remain on Property, unless and until Owner sends via certified mail a written demand to the Neighbor that such fence is to be removed, which notice shall be given at the Adjacent Property.
- In the event Owner provides notice to the owner of the Adjacent, the fence on the Property must be removed, at Neighbor's sole cost and expense, within 30 days of any such demand. If

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the fence is not so removed, Owner may remove such fence, at Neighbor's sole cost and expense.

Neighbor shall indemnify Owner from any loss, damage, cost or expense arising out of the removal of such fence.

5. This Agreement shall be binding upon and shall inure to the benefit of Owner, Neighbor and their respective assigns, heirs and successors in interest.

DATED this 13 th day of June, 2011

By: South Ly Kerryh

Printed Name: DANUTA DUS-KOWALCZYK

By: Printed Name: PAUL LUCAS

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 **DANUTA DUS-KOWALCZYK and PAUL LUCAS**, personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13 th day of June, 201

Commission expires 113

This instrument was prepared by:

Joseph Hill Goldin, Hill & Associates 9100 West Plainfield Road Brookfield, IL 60513

MAIL TO:

Joseph Hill Goldin, Hill & Associates 9100 West Plainfield Road Brookfield, IL 60513 NOTARY PUBLIC