



Doc#: 1210756001 Fee: \$76.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 04/16/2012 11:31 AM Pg: 1 of 8

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (Agreement) is made as of this 7 day of MARCH, 2012, by and between Dimas Silveyra (Owner) and Kenneth and Rose Mullen (collectively, Licensee).

The following recitals of fact are a material part of this Agreement.

A. Owner is the owner of certain property commonly known as 6025 N. Kimball, Chicago, Illinois 60659 (Premises).

B. Licensee desires to use the Premises, and Owner desires to grant said use by Licensee.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreement of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT OF LICENSE. Owner hereby grants to Licensee, its employees, agents, contractors and subcontractors, a non-exclusive license to use the Premises. Both parties agree and understand that Licensee may have a fence constructed on the Premises provided that Licensee will remove the fence at the end of this license term at Licensee's sole cost.

2. TERM OF LICENSE. The license granted hereunder shall commence upon execution of this Agreement and can be terminated at any time, by either party, with written notice to the other.

3. LICENSE ONLY. This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time interest or estate of any kind or extent whatsoever in the Premises by virtue of this license or Licensee's use of the Premises pursuant hereto.

4. TRANSFER BY OWNER. Owner may at any time, in its sole discretion, assign its rights hereunder or transfer or convey the Premises. Upon any such assignment, transfer or conveyance, the liability of Owner under this Agreement shall automatically terminate and Owner's assignee, transferee or grantee shall be deemed to have assumed and be bound by the obligations of Owner under this Agreement.

5. RETURN OF THE PREMISES. At the termination of Licensee's license, Licensee shall repair and restore the Premises to the same condition as it was at the time of the execution of this Agreement. At Owner's request, all temporary and permanent improvements, including but not limited to the fence referenced in paragraph 1, furnishings or equipment placed upon the Premises by Licensee or Licensee's agents, employees or contractors, shall be removed by Licensee at its sole cost and expense prior to the termination of Licensee's license. If Licensee fails to remove same within thirty (30) days after termination of this Agreement, then Owner may, but not obligated to, remove said fence, improvements, furnishings or equipment and Licensee shall pay the cost of any

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such removal. If such payment is not made within fourteen (14) days of receipt of invoice by Licensee, Licensee agrees to pay the cost and expense of restoring the condition of the land together with interest thereon at the rate set forth in Paragraph 13 hereof from and after the date of such demand until receipt of full payment therefore.

6. MAINTENANCE OF PREMISES. During the term of this license, Licensee shall repair and maintain the Premises in good condition and repair at its sole cost and expense. Licensee shall have sole responsibility for the condition and use of the Premises and compliance with all applicable laws, statutes, ordinances, codes, rules regulations, orders and decrees.

7. INTERRUPTION OF USE. Owner may temporarily interrupt Licensee's use of the Premises for repairs and maintenance if Licensee fails to perform under paragraph 6 provided, however, that Owner shall use reasonable efforts to perform all such repairs and maintenance of the Premises in such a manner so as to reasonably minimize such interruption. If Licensee fails to perform its obligations under Paragraph 6 hereof, Owner may do so and Licensee shall reimburse Owner for the cost thereof upon demand, together with interest thereon at the rate set forth in Paragraph 13 hereof from and after the date of such demand until receipt of full payment therefor.

8. RESERVATION OF RIGHTS BY OWNER. The right of ingress and egress over the Premises, is expressly reserved by Owner, its successors, grantees, invitees and assigns.

9. NO TRANSFER BY LICENSEE. Licensee shall not transfer any of its rights hereunder without the prior written consent of Owner. Any such assignment made without the prior written consent of Owner shall be null and void and of no force or effect and shall entitle Owner to terminate this Agreement.

10. CONDITION OF PREMISES; INDEMNITY. Licensee acknowledges that it (a) has physically inspected the Premises, and (b) accepts the Premises with full knowledge of the condition thereof. Furthermore, Licensee for an on behalf of itself and all successors, grantees, invitees and assigns, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the condition of the Premises or the activities, operations or use of the Premises by Licensee, its successors, grantees, invitees and assigns and all of their officers, directors, employees, representatives and agents. Further, Licensee, for itself, its successors, grantees, invitees and assigns, and for those claiming by, through or under any of them, hereby releases Owner, its officers, directors, agents and employees (collectively hereinafter referred to as the Indemnitees) from any and all claims or demands for loss, liability, expense, cost or damage (whether to person or property), including, without limitation, reasonable attorney fees and litigation costs incurred by the Indemnitees in connection herewith, that may arise from operations on, or the use of, the Premises by Licensee, its successors, grantees, invitees and assigns, and all of their officers, directors, employees, representatives and agents. Licensee hereby agrees to indemnify, defend and hold harmless the Indemnitees from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including without limitation, reasonable attorney fees and litigation costs) incurred by the Indemnitees for injuries to persons (including, without limitation, loss of life) and for damage, destruction or theft of property which is

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directly or indirectly due to the activity, work or thing done, permitted or suffered by Licensee in or about the Premises, or for any act or omission of Licensee, its successors, grantees, invitees and assigns and any of their officers, directors, employees, representatives and agents. Licensee shall cooperate with Owner in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Licensee, of legal counsel satisfactory to Owner.

11. WAIVER OF CLAIMS. Licensee does hereby fully and completely waive and release, for itself, its successors, grantees, invitees and assigns, and for all of their officers, directors, employees, representatives, agents, contractors and subcontractors of any their, any and all claim of, or right to, a mechanic's lien, under the Statutes of Illinois, against, or with respect to the Premises, or any portion thereof, or any improvement thereon, or with respect to the estate or interest of any person whatsoever therein or thereon, or any portion thereof, or with respect to any material, fixtures, apparatus or machinery to be furnished thereto, or with respect to any monies or other consideration that may be due at any time hereafter to anyone by Licensee, which claim of lien might be asserted by reason of doing, making or furnishing, heretofore, or at any time hereafter, of any labor, services, material, fixtures, apparatus, machinery, improvements, repairs or alterations to the Premises.

12. NO LIENS ON PREMISES. Licensee shall not permit any lien to be filed against Premises or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on the Premises at the direction or sufferance of Licensee.

In the event any such lien is filed against the Premises or any improvements thereon, Owner shall have the right, but not the obligation, to cause such lien to be release and Licensee shall pay on demand all Owner's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 13 hereof accruing from and after the date of such demand until Owner's receipt of full payment therefor.

13. BREACH BY LICENSEE. If Licensee breaches any provision in this Agreement and fails to cure any such breach within fourteen (14) days after written notice thereof, in addition to any other right or remedy available at law or in equity, Owner shall have the right, but not the obligation, to cure any such breach and Licensee agrees to reimburse Owner for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to nine percent (9%) from the date of Owner's demand therefor until Owner's receipt of full payment therefor. Licensee is responsible for any and all costs of enforcing any and every provision of this agreement including but not limited to court costs and attorney fees. Licensee agrees that Licensor has the right to place a lien on its property, commonly known as 6027 N. Kimball, Chicago, Illinois 60659, for any failure to pay any amount under any provision of this Agreement.

14. NO WARRANTY; INTEGRATION. Owner hereby makes and has made no representations, statements, warranties or agreements to Licensee in or in connection with this Agreement or the Premises. This Agreement embodies the entire understanding of the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof.

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15. INSURANCE. Licensee shall maintain liability insurance on the property reasonably satisfactory to Owner and such policy shall name Owner as an additional insured.

16. RECORDING. Each party hereby grants to the other party to record this Agreement against the Premises and/or Licensee's property.

17. NOTICES. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Owner: Dimas Silveyra
5915 N. Central Park
Chicago, Illinois 60659

If to Licensee: Kenneth and Rose Mullen
6027 N. Kimball
Chicago, Illinois 60659

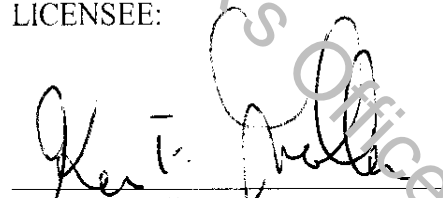
18. COUNTERPARTS. This Agreement may be executed in counter parts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

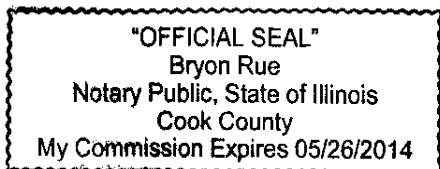
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER:


Dimas Silveyra

LICENSEE:


Kenneth Mullen





Rose Mullen

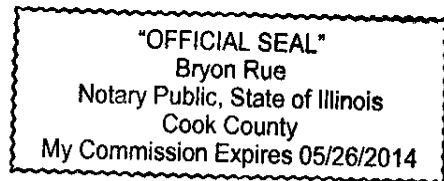
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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **CERTIFY THAT Dimas Silveyra**, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day 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, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 15 day of April, 2017



Notary Public




Property of Cook County Clerk's Office

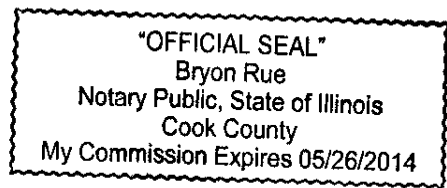
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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **CERTIFY THAT Kenneth Mullen and Rose Mullen**, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared 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, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 15 day of April, 2012



Notary Public



THIS INSTRUMENT WAS PREPARED BY

Dimas Silveira
5915 N Central Park

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Legal Description

LOT 26 IN BLOCK 3 IN OLIVER SALINGER AND COMPANY'S FIFTH KIMBALL BOULEVARD ADDITION TO NORTH EDGEWATER A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE WEST 1/2 AND OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST FRACTIONAL 1/4, SOUTH OF THE INDIAN BOUNDARY LINE OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DRAWN FROM A POINT 643.43 FEET NORTH OF THE SOUTHWEST CORNER OF ABOVE DESCRIBED TRACT AS MEASURED ON WEST LINE THEREOF TO A POINT 642.97 FEET NORTH OF THE SOUTHEAST CORNER OF SAID TRACT AS MEASURED ON EAST LINE THEREOF SITUATED IN THE COUNTY OF COOK AND THE STATE OF ILLINOIS.

Property: 6025 N. Kimball, Chicago, IL 60659

PIN: 13-02-217-012-0000

Property of Cook County Clerk's Office

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Legal Description

LOT 27 IN BLOCK 3 IN OLIVER SALINGER AND COMPANY'S FIFTH KIMBALL BOULEVARD ADDITION TO NORTH EDGEWATER A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE WEST 1/2 AND OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST FRACTIONAL 1/4, SOUTH OF THE INDIAN BOUNDARY LINE OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DRAWN FROM A POINT 643.43 FEET NORTH OF THE SOUTHWEST CORNER OF ABOVE DESCRIBED TRACT AS MEASURED ON WEST LINE THEREOF TO A POINT 642.97 FEET NORTH OF THE SOUTHEAST CORNER OF SAID TRACT AS MEASURED ON EAST LINE THEREOF SITUATED IN THE COUNTY OF COOK AND THE STATE OF ILLINOIS.

Property: 6027 N. Kimball, Chicago, IL 60659

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