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This instrument was prepared by and after recording return to:

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Doc#: 1504129065 Fee: \$60.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 02/10/2015 03:04 PM Pg: 1 of 12

### AMENDMENT TO GRANT OF EASEMENTS

THIS FIRST AMENDMENT TO GRANT OF EASEMENTS (this "Amendment") is made as of January 27, 2015, by and between SASHET, LLC, an Illinois limited liability company ("Grantor") and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association ("Chase"). Grantor and Chase are sometimes hereinafter individually referred to as a "Party" or collectively as the "Parties."

#### RECITALS

- Grantor is the owner in fee of that certain real property located in the Village of A. Oak Park in the State of Illinois ("Village"), more particularly described in Exhibit A attached hereto and made a part hereof (the "Grantor's Property"
- Chase is the owner in fee of that certain real property located in the Village, more В. particularly described in Exhibit B attached hereto and made a part here of ("Chase's Property"). Chase's Property is located adjacent to and south of the Grantor's Property.
- The Parties entered into that certain Grant of Easements dated November 15, C. 2013 and recorded on November 18, 2013 in the Office of the Cook County Recorder of Deeds as Document Number 1332222103 (the "Agreement").
- The Parties desire to amend the Agreement on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Agreement as set forth herein.

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- 1. <u>Recitals</u>. The foregoing recitals are acknowledged to be accurate and are incorporated herein by reference.
- 2. <u>Defined Terms</u>. To the extent not otherwise defined herein, all capitalized terms and capitalized phrases used in this Amendment shall have the respective meanings ascribed to them in the Agreement.
- 3. <u>Exhibit E. Exhibit E</u> of the Agreement which is marked as "Depiction of Premises" is hereby deleted in its entirety and replaced with <u>Exhibit E</u> attached hereto as Exhibit <u>C</u>.
- 4. <u>Exhibit E-1</u>. <u>Exhibit E-1</u> of the Agreement which is marked as "Legal Description of Chase Easement Premises" is hereby deleted in its entirety and replaced with <u>Exhibit E-1</u> attached hereto as <u>Exhibit D</u>.
- 5. <u>Exhibit E-2</u>. <u>Exhibit E-2</u> of the Agreement which is marked as "Legal Description of Comed Fasement Premises" is hereby deleted in its entirety and replaced with <u>Exhibit E-2</u> attached bareto as <u>Exhibit E</u>.
- 6. <u>Confirmation/Conflict</u>. The terms and provisions of the Agreement as modified hereby are hereby ratified, confirmed and adopted by the Parties. Except as expressly modified by this Amendment, all other terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.
- 7. <u>Authorization</u>. The undersigned individual(s) executing this Amendment on behalf of each Party do hereby represent and warrant to the other that they are each fully empowered and authorized to execute this Amendment on behalf of their respective parties.
- 8. <u>Counterparts</u>. This Amendment may be executed in counterparts, each of which shall be deemed an original, but both of which, when taken together shall constitute one (1) and the same amendment.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

**GRANTOR:** 

SASHET, LLC, an Illinois limited liability company

Dy.\_\_\_\_

Name:

Title: Manage

**CHASE:** 

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association

By: \_

Name:

Maria Kontil
Executive Director

Title:

NOTARY PAGES TO FOLLOW

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#### NOTARY PAGE FOR GRANTOR

STATE OF Strain )
COUNTY OF) SS.
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
12 D A
OFFICIAL SEAL JOAN M TAYLOR NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 12/28/15
Conto Office

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#### NOTARY PAGE FOR CHASE

STATE OF Illinois)
COUNTY OF COOK ) SS:
I,
Given under my hand and notarial seal, this day of <del>December, 2014</del> .
Commission Expires 11/19/2016 Notary Public Notary Public
"OFFICIAL SEAL" Cindy Salazar Notary Public, State of Illinois My Commission Expires 11-19-2016
*OFFICIAL SEAL" Cindy Salazar Notary Public, State of Illinois My Commission Expires 11-19-2016

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JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association

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#### CONSENT, JOINDER AND SUBORDINATION OF LENDER

JPMORGAN CHASE BANK, N.A., a national banking association, as holder of a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing Statement dated February 28, 2013 (the "Mortgage"), together with being the holder of a pre-existing easement on the above-described parcel of property, by virtue of an Operation and Easement Agreement, recorded as Document Number 0511135245, as amended by that certain Amended and Restated Operation and Easement Agreement recorded January 16, 2013 as Document Number 1301626016, hereby consents to the execution and recording of the FIRST AMENDMENT TO GRANT OF EASEMENTS by SASHUT, LLC, an Illinois limited liability company and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association and agrees that the Mortgage and the lien created thereunder is subject and subordinate thereto.

Dated: December 23, 2014

By: MUMULIA JULIZED is: MYONDED OFFICER
STATE OF
COUNTY OF COOK  ) SS.  CFFICIAL SEAL  F GBERT GILJEN  Notary Public State of Illinois  My Commission Expires Oct 3, 2017
I, ROBERT GILTEN, a Notary Public in and for said
County, in the State aforesaid, do hereby certify that Michelle WALKY being the
OFFICER OF JP MORGAN Chase, personally known to me
to be the same person whose name is subscribed to the foregoing instrument, appeared
before me this day in person and acknowledged that he signed and delivered the said
instrument as his own free and voluntary act and as the free and voluntary act of said
company for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 23 day of December, 2014.
GIVEN under my hand and Notarial Seal this 45 day of December, 2014.
Man Hise
Notary Public
My Commission Expires: 10/03/17
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#### **EXHIBIT A**

Legal Description of Grantor's Property

LOTS 2 AND 3 IN LAKE AND MARION SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN:

16-07-120-060 and part of 16-07-120-061

Property of Cook County Clerk's Office

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#### **EXHIBIT B**

Legal Description of Chase's Property

LOT 4 IN LAKE AND MARION SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 9 NC COUNTY.

PIN: CONTOUR COUNTY CLERK'S OFFICE 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK

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EXHIBIT C

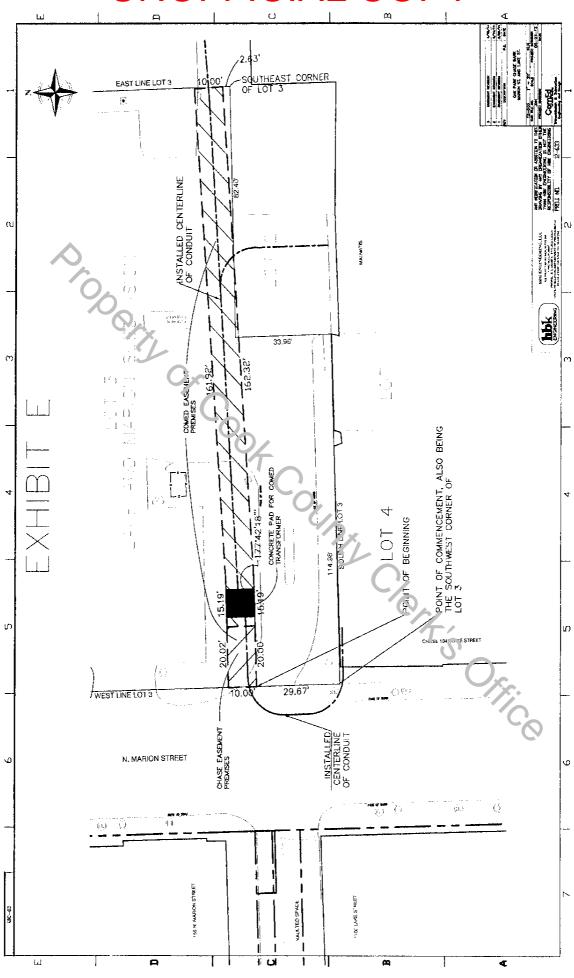
Depiction of Premises

(Attached)



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## EXHIBIT D "Exhibit E-1 to Grant of Easements"

Legal Description of Chase Easement Premises

THAT PART OF LOT 3 IN LAKE AND MARION SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 2013 AS DOCUMENT NUMBER 1311934036, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINN.N. AT A POINT ON THE WEST LINE OF SAID LOT 3, 29.67 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE EASTERLY ALONG A LINE THAT IS PARALLEL WITH THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 20.00 FEET; THENCE NORTHERLY ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 10.00 FEET; THENCE WESTERLY ALONG A LINE THAT IS PARALLEL WITH THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 20.02 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTHERLY ALONG SAID WEST LINE OF LOT 3, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

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## <u>EXHIBIT E</u> "Exhibit E-2 to Grant of Easements"

Legal Description of ComEd Easement Premises

#### COMED EASEMENT PREMISES

THAT PART OF LOT 3 IN LAKE AND MARION SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 2013 AS DOCUMENT NUMBER 1311934036, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST THE OF SAID LOT 3, 29.67 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE EASTERLY ALONG A LINE THAT IS PARALLEL WITH THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 20.00 FEET; THENCE NORTHERLY ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 10.00 FEET; THENCE WESTERLY ALONG A LINE THAT IS PARALLEL WITH THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 20.02 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTHERLY ALONG SAID WEST LINE OF LOT 3, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

#### TOGETHER WITH

THAT PART OF LOTS 2 AND 3 IN LAKE AND MARION SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE NORTHWEST OUARTER OF SECTION 7, TOWNSHIP 39 NORTH, KANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 2013 AS DOCUMENT NUMBER 311934036, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 29.67 FEET; THENCE EASTERLY ALONG A LINE THAT IS PARALLEL WITH THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 20.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG A LINE THAT IS PARALLEL WITH THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 15.19 FEET; THENCE EASTERLY AT AN ANGLE OF 177 DEGREES 42 MINUTES 18 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 162.32 FEET TO THE EAST LINE OF SAID LOT 3: THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 10.00 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 161.92 FEET; THENCE WESTERLY AT AN ANGLE OF 177 DEGREES 42 MINUTES 18 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 15.19 FEET; THENCE SOUTHERLY, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

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