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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/24/2016 11:51 AM Pg: 1 of 8

Prepared by and

After recording return to:

Kane Russell Coleman & Logan PC
3700 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201
Attention: Karen A. Cox

201506919 1041 ell

STATE OF ILLINOIS §
§
COUNTY OF COOK §

TERMINATION AND RELEASE OF DEED RESTRICTIONS

This **TERMINATION AND RELEASE OF DEED RESTRICTIONS** (this "Termination and Release") is made as of March 18, 2015 (the "Effective Date"), between **PARK RIDGE OFFICE PROPERTY L.L.C.**, an Illinois limited liability company, ("PROP"), **CITIBANK, N.A.**, a national banking association ("Citibank"), and **CHICAGO TITLE LAND TRUST COMPANY**, as successor Trustee under Trust Agreement, dated March 18, 1965, and known as Trust No. 704 ("CTLTC").

Preliminary Statements:

The following preliminary statements are a material part of this Termination and Release.

A. Reference is made to the following restrictions (the "Deed Restrictions") established by Citibank, F.S.B., a federal savings bank (predecessor in-interest to Citibank), as Grantor, in that certain Deed to PROP, as Grantee, dated March 15, 1998, filed for record March 17, 1998, as Document Number 98-208688, in the Office of the Cook County Recorder (the "Deed"), encumbering the property described in Exhibit A to the Deed and also described in Exhibit "A" hereto attached:

"... provided, however, that the Real Property shall not be used as a Banking Facility (as hereinafter defined), or an automatic teller machine or similar machine, which, among other things, dispenses cash and/or accepts deposits until such time as no portion of the property immediately adjacent to the Premises and legally described on Schedule 1-A attached hereto and made a part hereof has, other than due to a casualty by or alteration of the improvements located on the adjacent property, been used as a Banking Facility for a continuous period of one hundred eighty (180) days. For purposes hereof, a "Banking Facility" shall be deemed to mean a retail banking institution, a consumer banking institution or a stock brokerage company, which, among other things, accepts deposits from customers and/or provides stock brokerage services."

Box 400

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B. The adjacent property described in Schedule 1-A to the Deed is presently owned by CTLTC. Although not expressly stated, it might be implied that the owner of such adjacent property described in Schedule 1-A to the Deed, has certain rights to enforce the Deed Restrictions, as a third party beneficiary or otherwise.

C. PROP, Citibank and CTLTC desire to terminate and release the parcel of real the property described on Exhibit A to the Deed and on Exhibit "A" attached to this Termination and Release (the "Released Property"), from the Deed Restrictions.

Agreements:

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, PROP, Citibank and CTLTC agree as follows:

1. Termination, Release and Waiver. From and after the Effective Date, the Deed Restrictions are hereby terminated, and the Released Property is hereby released from the Deed Restrictions. From and after the Effective Date, the Deed Restrictions shall be of no further force and effect and shall cease to encumber or affect the Released Property in any way. Further, to the extent CTLTC has any right to enforce the Deed Restrictions against the Released Property, as a third-party beneficiary or otherwise, CTLTC hereby waives such right on behalf of itself, its successors and assigns.

2. Effect of this Termination and Release. This Termination and Release and the terms and provisions hereof shall inure to the benefit of the Released Property and be binding upon PROP, Citibank and CTLTC and their successors and assigns.

3. Counterparts. This Termination and Release may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

4. Governing Law. This Termination and Release and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Illinois.

5. Headings. The paragraph headings in this Termination and Release are for convenience only, shall in no way define or limit the scope or content of this Termination and Release and shall not be considered in any construction or interpretation of this Termination and Release or any part hereof.

6. Recordation. This Termination and Release may be recorded in the Real Property Records of Cook County, Illinois.

7. Authority. Each of PROP, Citibank and CTLTC represents and warrants to the others that it has the requisite power and authority to execute this Termination and Release; that it has obtained all necessary and appropriate approvals and authorizations and that it has taken all other necessary steps related to this Termination and Release; that its signatory executing this

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Termination and Release is authorized to do so on its behalf; and that this Termination and Release is valid and binding upon and enforceable against it.

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

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B. The adjacent property described in Schedule 1-A to the Deed is presently owned by CTLTC. Although not expressly stated, it might be implied that the owner of such adjacent property described in Schedule 1-A to the Deed, has certain rights to enforce the Deed Restrictions, as a third party beneficiary or otherwise.

C. PROP, Citibank and CTLTC desire to terminate and release the parcel of real the property described on Exhibit A to the Deed and on Exhibit "A" attached to this Termination and Release (the "Released Property"), from the Deed Restrictions.

Agreements:

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, PROP, Citibank and CTLTC agree as follows:

1. Termination, Release and Waiver. From and after the Effective Date, the Deed Restrictions are hereby terminated, and the Released Property is hereby released from the Deed Restrictions. From and after the Effective Date, the Deed Restrictions shall be of no further force and effect and shall cease to encumber or affect the Released Property in any way. Further, to the extent CTLTC has any right to enforce the Deed Restrictions against the Released Property, as a third-party beneficiary or otherwise, CTLTC hereby waives such right on behalf of itself, its successors and assigns.

2. Effect of this Termination and Release. This Termination and Release and the terms and provisions hereof shall inure to the benefit of the Released Property and be binding upon PROP, Citibank and CTLTC and their successors and assigns.

3. Counterparts. This Termination and Release may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

4. Governing Law. This Termination and Release and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Illinois.

5. Headings. The paragraph headings in this Termination and Release are for convenience only, shall in no way define or limit the scope or content of this Termination and Release and shall not be considered in any construction or interpretation of this Termination and Release or any part hereof.

6. Recordation. This Termination and Release may be recorded in the Real Property Records of Cook County, Illinois.

7. Authority. Each of PROP, Citibank and CTLTC represents and warrants to the others that it has the requisite power and authority to execute this Termination and Release; that it has obtained all necessary and appropriate approvals and authorizations and that it has taken all other necessary steps related to this Termination and Release; that its signatory executing this Termination and Release is authorized to do so on its behalf; and that this Termination and Release is valid and binding upon and enforceable against it.

IN WITNESS WHEREOF, PROP, Citibank and CTLTC have each executed this Termination and Release as of the Effective Date.

PARK RIDGE OFFICE PROPERTY L.L.C.,

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an Illinois limited liability company

By: *Marie N. Cowhey*

Name: *MARIE N. COWHEY*

Title: *Director / Member*

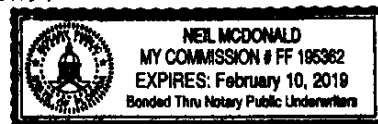
FLORIDA
STATE OF ~~ILLINOIS~~ §
MANATEE §
COUNTY OF ~~COOK~~ §

This **TERMINATION AND RELEASE OF DEED RESTRICTIONS** was acknowledged before me this 12 day of MARCH, 2015, by **PARK RIDGE OFFICE PROPERTY L.L.C.**, an Illinois limited liability company, on behalf of such limited liability company, and as the act and deed of such limited liability company, for the consideration therein expressed, and in the capacity therein stated.

Neil McDonald
Notary Public, State of ~~Illinois~~ ^{FLORIDA}
NEIL McDONALD

My Commission Expires:

FEB 10, 2019.



CITIBANK, N.A.,
a national banking association

By:

Name:

Title:

STATE OF ILLINOIS §
§
COUNTY OF COOK §

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CITIBANK, N.A.,
a national banking association

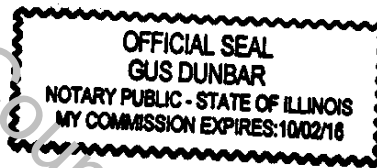
By: *[Signature]*
Name: James W. Moon
Title: Vice Pres.

STATE OF ILLINOIS §
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COUNTY OF COOK §

This **TERMINATION AND RELEASE OF DEED RESTRICTIONS** was acknowledged before me this 12th day of March, 2015, by **CITIBANK, N.A.**, a national banking association, on behalf of such banking association, and as the act and deed of such banking association, for the consideration therein expressed, and in the capacity therein stated.

[Signature]
Notary Public, State of Illinois

My Commission Expires:
October 2, 2016



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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

CHICAGO TITLE LAND TRUST COMPANY,
as successor Trustee under Trust Agreement, dated
March 18, 1965, and known as Trust No. 704

and not personally

By: *Christine E. Young*
Name: Christine E. Young
Title: Trust Officer

STATE OF ILLINOIS §
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COUNTY OF COOK §

This TERMINATION AND RELEASE OF DEED RESTRICTIONS was acknowledged before me this 13 day of MARCH, 2015, by **CHICAGO TITLE LAND TRUST COMPANY**, as successor Trustee under Trust Agreement, dated March 18, 1965, and known as Trust No. 704, on behalf of such trust, and as the act and deed of such trust, for the consideration therein expressed, and in the capacity therein stated.

* **Christine C. Young** Trust Officer

Joseph Sochacki
Notary Public, State of Illinois

My Commission Expires:
03/26/2018



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EXHIBIT "A" TO TERMINATION AND RELEASE OF DEED RESTRICTIONS

Legal Description of the Released Property

THE NORTHWESTERLY 11.0 FEET OF LOT 3 AND ALL OF LOT 4 (EXCEPT THE NORTHWESTERLY 11.0 FEET THEREOF) IN BECKEN'S SUBDIVISION OF LOT 9 IN BLOCK 6 IN PENNY AND ROOTS' SUBDIVISION OF BLOCKS 6 AND 7 IN PENNY AND MEACHEM'S SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDAN IN COOK COUNTY, ILLINOIS.

PIN 09-26-425-047-0000 and 09-26-425-048-0000

115 N. Northwest Hwy, Park Ridge, IL 60068