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Doc#: 1535850016 Fee: \$96.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/24/2015 10:20 AM Pg: 1 of 11

DECLARATION OF EASEMENT

DECLARATION OF EASEMENT ("Declaration") dated and effective as of the 16th day of December, 2015, by and between LESTER MUNSON AND JUDITH MUNSON, hereinafter jointly and severally referred to as "Grantor", and Chicago Title Land Trust Company, not individually but solely as Trustee of Trust No. 8002369746 U/A/D November 16, 2015 and its beneficiaries, hereinafter being collectively referred to as "Grantee".

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of the property legally described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Grantor's Property");

WHEREAS, Grantee is the owner in fee simple of the property legally described on Exhibit "B" attached hereto and by this reference made a part hereof ("Grantee's Property");

WHEREAS, Grantor's Property and Grantee's Property share a common boundary;

WHEREAS, both Grantor's Property and Grantee's Property are subject to the terms, provisions, conditions, limitations and easements set forth in that certain Declaration for River Cottages Townhouse Association, dated September 12, 1988 and recorded in the Office of the Recorder for Cook County, Illinois on September 20, 1988 as Document No. 88430228 and First Amendment to Reservation and Restrictive Covenants recorded May 9, 1997 as Document No. 97329256;

WHEREAS, various encroachments of improvements owned or benefitting Grantee's Property including without limitation the existing seawall currently exist and encroach upon Grantor's Property and/or areas owned or controlled by the River Cottages Townhouse Association (collectively, the "Encroachments"); and

WHEREAS, Grantor desires to grant a perpetual easement (and makes additional assurances) to Grantee which allow for and assure the continuing presence, existence, use and enjoyment of the Encroachments for Grantee and its successors and assigns burdening Grantor's Property for the benefit of Grantee's Property as hereinafter described.

NOW, THEREFORE, in consideration of (i) the foregoing recitals which are incorporated herein, (ii) the mutual covenants, promises and agreements herein contained, and (iii) the sum of Ten and No/100 dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby declares and grants for the benefit of Grantee's Property a perpetual easement (the "Easement") for the continued presence, existence, use and enjoyment of the Encroachments which benefit Grantee's Property and all renewals and replacements thereof, in, upon, and across that portion of the Grantor's Property which is currently effected and/or impacted by the Encroachments (the "Easement Parcel"), which Easement shall include the right of access upon and across Grantor's Property as may be reasonably necessary or desirable in

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P175-3290

MAINTO
PROPERTITLE, LLC
180 N. LaSalle Street
Ste. 2440
Chicago, IL 60601
30F3
PT15-03290

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order to have access and to conduct activities in conjunction with the use and enjoyment of the Easement.

2. Any person or entity entering upon Grantor's Property for or on behalf of Grantee to conduct any activities in conjunction with the Easement shall promptly restore the ground to the same condition as existed immediately prior to such activities at no cost or expense to Grantor.

3. Grantor additionally covenants and agrees not to directly or indirectly object at any time now or in the future with respect to, or otherwise challenge or interrupt, the continued presence, use and enjoyment of the Encroachments by Grantee to the extent that any of said Encroachments encroach upon lands or other areas owned or controlled by the River Cottages Townhouse Association.

4. All of the terms, covenants and conditions hereof shall run with and bind Grantor's Property, benefiting Grantee's Property in perpetuity, and shall inure to the benefit of and be enforceable by Grantee and Grantee's successors and assigns.

5. This Declaration shall, in all respects, be interpreted, construed and enforced in accordance with the laws of the State of Illinois.

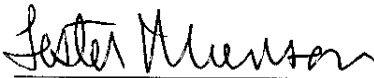
6. Grantor hereby warrants and represents to Grantee that Grantor hold unencumbered fee simple title to Grantor's Property and that Grantor has full right, power and authority to grant the Easement created hereunder.

7. Notwithstanding anything contained herein to the contrary, any person executing this Declaration as a trustee is executing this Declaration solely in his capacity as a trustee and no such trustee shall have any personal liability or responsibility for the performance or observance of any of the covenants, agreements, representations or other obligations of such trustee hereunder, all such personal liability and responsibility being expressly waived by each party hereto. Each party to this Declaration respectively agrees to look solely to the assets of the trust for which such trustee is acting for the satisfaction and performance of the covenants, agreements, representations and other obligations of such trust hereunder.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this instrument as of the date hereinabove first written.

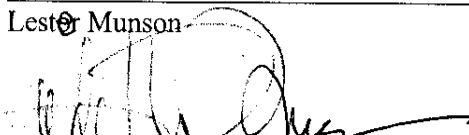
GRANTOR:

GRANTEE:



Lester Munson

Chicago Title Land Trust Company, not
individually but solely as Trustee of Trust No.
8002369746 U/A/D November 16, 2015



Judith Munson

By: _____
Its: _____

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order to have access and to conduct activities in conjunction with the use and enjoyment of the Easement.

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3. Grantor additionally covenants and agrees not to directly or indirectly object at any time now or in the future with respect to, or otherwise challenge or interrupt, the continued presence, use and enjoyment of the Encroachments by Grantee to the extent that any of said Encroachments encroach upon lands or other areas owned or controlled by the River Cottages Townhouse Association.

4. All of the terms, covenants and conditions hereof shall run with and bind Grantor's Property, benefiting Grantee's Property in perpetuity, and shall inure to the benefit of and be enforceable by Grantee and Grantee's successors and assigns.

5. This Declaration shall, in all respects, be interpreted, construed and enforced in accordance with the laws of the State of Illinois.

6. Grantor hereby warrants and represents to Grantee that Grantor hold unencumbered fee simple title to Grantor's Property and that Grantor has full right, power and authority to grant the Easement created hereunder.

7. Notwithstanding anything contained herein to the contrary, any person executing this Declaration as a trustee is executing this Declaration solely in his capacity as a trustee and no such trustee shall have any personal liability or responsibility for the performance or observance of any of the covenants, agreements, representations or other obligations of such trustee hereunder, all such personal liability and responsibility being expressly waived by each party hereto. Each party to this Declaration respectively agrees to look solely to the assets of the trust for which such trustee is acting for the satisfaction and performance of the covenants, agreements, representations and other obligations of such trust hereunder.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this instrument as of the date hereinabove first written.

GRANTOR:

Lestor Munson

Judith Munson

GRANTEE:

Chicago Title Land Trust Company, not individually but solely as Trustee of Trust No. 8002369746 U/A/D November 16, 2015

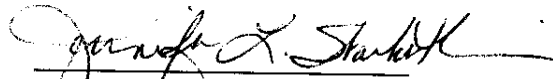
By: Joseph F. Sochacki JOSEPH F. SOCHACKI
Its: TRUST OFFICER

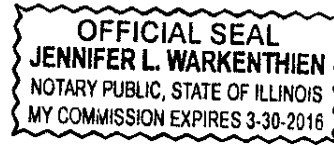
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 16th day of December X, 2015, personally appeared Lester Munson and Judith Munson, personally known to me or properly identified to me, who, each being duly sworn, stated the foregoing instrument was voluntarily signed by them and said instrument was acknowledged by them to be their voluntary act and deed.

Before me:


Notary Public for Illinois



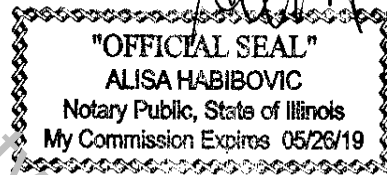
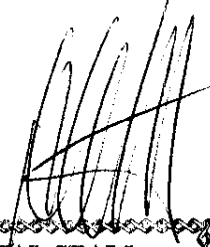
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Trust Officer of **CHICAGO TITLE LAND TRUST COMPANY** (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said Trust Officer then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this 17 day of December, 2015.

PROPERTY ADDRESS: 359 N. CANAL STREET, Chicago, Illinois



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EXHIBIT "A"

Legal Description of Grantor's Property

359 N. CANAL STREET PARCEL:

That part of the land, property and space of the parcel of land hereafter described, referred to as 'The Tract,' which lies:

(1) North of the vertical projection of a line which is perpendicular to said West line of Wharfing Lot 1 at a point 109.35 feet South of the Northwest corner thereof and South of the vertical projection of a line which is perpendicular to said West line of Wharfing Lot 1 at a point 85.74 feet South of the Northwest corner thereof, which part lies below a horizontal plane having an elevation of 21.30 feet above Chicago City Datum (and being the upper surface of the floor at the first floor level of the existing (as of August 29, 1988) townhouse);

(ii) North of the Vertical projection of a line which is perpendicular to said West line of Wharfing Lot 1 at a point 109.35 feet South of the Northwest corner thereof and South of the vertical projection of a line which is perpendicular to said West line of Wharfing Lot 1 at a point 86.28 feet South of the Northwest corner thereof, which part lies above a horizontal plane having an elevation of 21.30 feet above Chicago City Datum (and being the upper surface of the floor at the first floor level of said townhouse).

THE TRACT

A parcel of land comprised of those parts of Wharfing Lots 1 and 2 in Block J in Original Town of Chicago, a Subdivision in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and of those parts of the lands East of and adjoining said Lots lying West of the North Branch of the Chicago River, which parcel of land is bounded and described as follows:

Beginning at the Northwest corner of said Wharfing Lot 1, and running thence East along the North line of said Wharfing Lot 1, and along an Eastward extension of said North line, a distance of 24.25 feet to an intersection with a Northward extension of the Easterly face of the wooden dock, as constructed as of August 7, 1979 (being the date of the deed from American National Bank and Trust Company of Chicago Trust No. 45799 to Frances Meehan recorded October 18, 1979 as Document No. 25,198,718) on the Westerly side of the North Branch of the Chicago River; thence Southwardly along said extended line, and along said Easterly face of said wooden dock, a distance of 85.66 feet to a point 49.47 feet, measured at right angles, East from the West line of said Wharfing Lot 1; thence Southwardly along the Easterly face of said wooden dock a distance of 36.89 feet to a point 55.71 feet, measured at right angles, East from said West line of Lot 1; thence Southwardly along the Easterly face of said wooden dock, a distance of 17.54 feet to an intersection with a line 25.00 feet, measured at right angles, Northerly from and parallel with the centerline of Chicago and North Western Railway Company spur track known as ICC Track No. 100 as said track was located as of April 7, 1971 (being the date of the deed from Chicago and Northwestern Railway Company to Harry Weese recorded July 15, 1971 as

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Document No. 21,546,968); thence Westwardly along said parallel line a distance of 54.82 feet to an intersection with the West line of said Wharfing Lot 2; and thence North along the West line of said Wharfing Lots 2 and 1 a distance of 133.15 feet to the point of beginning.

PIN: 17-09-306-023

Property of Cook County Clerk's Office

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EXHIBIT "B"

Legal Description of Grantee's Property

365 N. CANAL STREET PARCEL:

That part of the land, property and space of the parcel of land hereafter described, referred to as 'The Tracts, which lies:

(i) North of the vertical projection of a line which is perpendicular to said West line of Wharfing Lot 1 at a point 85.74 feet South of the Northwest corner thereof and South of the vertical projection of a line which is perpendicular to said West line of Wharfing Lot 1 at a point 37.10 feet South of the Northwest corner thereof, which part lies below a horizontal plane having an elevation of 12.89 feet above Chicago City Datum (and being the upper surface of the floor at the ground floor level of the existing (as of August 29, 1988) townhouse);

(ii) Above a horizontal plane having an elevation of 12.89 feet above Chicago City Datum (and being the upper surface of the floor at said ground level) and lying below a horizontal plane having an elevation of 21.3 feet above Chicago City Datum (and being the upper surface of the floor at the first floor level of said townhouse), said part lying north of the vertical projection of a line which is perpendicular to said west line of wharfing lot 1 at a point 85.74 feet south of the northwest corner thereof and south of the vertical projection of the lines described as follows: beginning on the west line of said wharfing lot 1, at said point 37.10 feet south of the northwest corner thereof, and running thence along lines which are perpendicular to or parallel with said west line of wharfing lot 1, respectively, the following courses and distances; east 11.05 feet; south 1.87 feet; east 1.83 feet; north 3.72 feet; east 9.82 feet; south 1.85 feet and east 8.93 feet to the easterly line of the tract.

(iii) North of the Vertical projection of a line which is perpendicular to said West line of Wharfing Lot 1 at a point 86.28 feet South of the Northwest corner thereof and South of the vertical projection of a line which is perpendicular to said West line of Wharfing Lot 1 at a point 37.10 feet South of the Northwest corner thereof, which part lies above a horizontal plane having an elevation of 21.30 feet above Chicago City Datum (and being the upper surface of the floor at the first floor level of said townhouse).

THE TRACT

A parcel of land comprised of those parts of Wharfing Lots 1 and 2 in Block J in Original Town of Chicago, a Subdivision in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and of those parts of the lands East of and adjoining said Lots lying West of the North Branch of the Chicago River, which parcel of land is bounded and described as follows:

Beginning at the Northwest corner of said Wharfing Lot 1, and running thence East along the North line of said Wharfing Lot 1, along an Eastward extension of said North line, a distance of 24.25 feet to an intersection with a Northward extension of the Easterly face of the wooden dock, as now constructed, on the Westerly side of the North Branch of the Chicago River; thence Southwardly along said extended line, and along said Easterly face of said wooden dock, as now constructed, a distance of 85.66 feet to a point 49.47 feet, measured at right angles, East from the West line of said Wharfing Lot 1; thence Southwardly along the Easterly face of said wooden dock as now constructed, a distance of 36.89 feet to a point 55.71 feet, measured at right angles, East from said West line of Lot 1; thence Southwardly along the Easterly face of said wooden dock as now constructed, a distance of 17.54 feet to an intersection with a line 25.00 feet, measured at right angles, Northerly from and parallel with the centerline of Chicago and North Western Railway Company spur track known as ICC Track No. 100 as said track is now located; thence

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Westwardly along said parallel line a distance of 54.82 feet to an intersection with the West line of said Wharfing Lot 2; and thence North along the West line of said Wharfing Lots 1 and 2 a distance of 133.15 feet to the point of beginning, in Cook County, Illinois.

PIN: 17-09-306-022-0000

Property of Cook County Clerk's Office

UNOFFICIAL COPY**PROPER TITLE, LLC****STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES**

Commitment No. PT15_03290AA2 Loan No. _____

Date _____, 2015

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

- 1 That, except as noted at the end of this paragraph, within the last six (6) months a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land that have not or shall not be paid for by Seller; b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the land or building(s) thereon, as fixtures other than those listed in the sales contract for the Unit; c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof that affect the subject Unit; d) nor have any notices of lien been received, except the following, if any: NONE

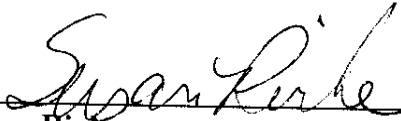
2. That all management fees, if any, are fully paid, except the following: NONE_____
3. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any: NONE_____
4. That there are not unrecorded contracts or options to purchase the land, except the following, if any: NONE_____
5. That there are no unrecorded leases, easements or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any: _____
6. That in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchaser of pledgee thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

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The undersigned makes the above statement for the purpose of inducing Proper Title, LLC to issue its owners or loan policy pursuant to the above commitment.

Seller

Purchaser



Susan Rinke

Chicago Title Land Trust Company,
Trust # 8002369746 dated November 16,
2015

Property of Cook County Clerk's Office

LENDER'S DISBURSEMENT STATEMENT

the undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on _____. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Dated

Signature