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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:

Benjamin J. Randall
Randall & Kenig
455 North Cityfront Plaza Drive
Suite 2510
Chicago, Illinois 60611
(312) 822-0800

Doc# 1635015122 Fee \$42.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/15/2016 02:14 PM PG: 1 OF 3

ABROGATION AGREEMENT

THIS ABROGATION AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of the 12th day of December, 2016, by and between **CHICAGO TITLE LAND TRUST COMPANY**, an Illinois corporation not personally, but solely as Trustee under Trust Agreement dated November 25, 2016 and known as trust number 8002372895 (hereinafter referred to as the "Owner"), as follows:

RECITALS

A. Owner is the owner of the real estate legally described on Exhibit "A" attached hereto and incorporated herein by reference and all improvements located thereon (hereinafter referred to as the "Parcel").

B. A Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements for 2504-06 N. Willetts, Chicago, Illinois was recorded against the Parcel on December 21, 2009 as document 0935516011 (hereinafter referred to as the "Declaration").

C. Owner is the owner of both of the beneficial rights and burdened rights granted and or created pursuant to the Declaration

D. The Owner desires to abrogate and terminate the Declaration so as to delete same as encumbrances against the Parcel.

PROVISIONS

NOW, THEREFORE, in consideration of the mutual covenants herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as though fully set forth in this Paragraph 1.

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2. **Abrogation of Private Easement.** The Owner hereby agrees and declares that the Declaration shall hereinafter forever be terminated, abrogated and extinguished, and no longer an encumbrance against the Parcel.

3. **Trustee Exculpations.** This Agreement is executed by CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation not personally, but solely as Trustee under Trust Agreement dated November 25, 2016 and known as trust number 8002372895 in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by CHICAGO TITLE LAND TRUST COMPANY are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against CHICAGO TITLE LAND TRUST COMPANY by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date first above written.

OWNER:

CHICAGO TITLE LAND TRUST COMPANY, not personally, but solely as Trustee as aforesaid

By: Natalie Foster
Name: NATALIE FOSTER
Title: ASST. VICE PRESIDENT



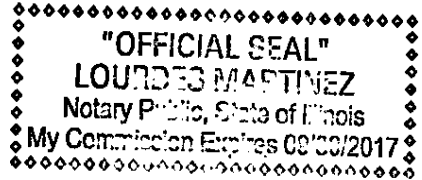
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Loudes Martinez a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that NATALIE FOSTER, as ASST. VICE PRESIDENT of Chicago Title Land Trust Company, not personally but solely as Trustee under Trust Agreement dated November 25, 2016 and known as trust number 8002372895, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ of said Company, as Trustee, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9 day of December, 2016.

Loudes Martinez
Notary Public

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.



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EXHIBIT "A"

LOTS 4 AND 5 IN BLOCK 2 IN STOREY AND ALLEN'S MILWAUKEE AVENUE ADDITION TO CHICAGO, BEING A SUBDIVISION OF 5.8 ACRES IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P. I. N. Numbers 13-25-315-070-0000, 13-25-315-071-1001, 13-25-315-071-1002, 13-25-315-071-1003, 13-25-315-071-1004, 13-25-315-071-1005, 13-25-315-071-1006, 13-25-315-071-1007, 13-25-315-071-1008, 13-25-315-071-1009, 13-25-315-071-1010, 13-25-315-071-1011, 13-25-315-071-1012, 13-25-315-071-1013, 13-25-315-071-1014

Address: 2504 06 N. Willetts, Chicago, Illinois 60647

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