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2. MAINTENANCE. The Owner of each Lot agrees that they shall each maintain or cause to be maintained the portion of the easement located on their respective property, and shall keep it in good order and repair and shall keep the Easement Areas clear and free of rubbish and obstructions of every nature which unreasonably interfere with the easement granted herein.

3. PRIVATE EASEMENT APPURTENANT. The Easement created hereby is for the benefit of the Owner of Lot 97, and the Owner of Lot 98, their successors, heirs, assigns, tenants, agents, employees, contractors, suppliers, invitees and guests. Nothing contained herein shall be construed to grant any rights to the public or to any governmental authority or agency to use or enter upon either of the Tracts.

4. COVENANTS RUNNING WITH THE LAND. The easements, covenants and restrictions set forth in this Agreement shall run with Lot 97 and Lot 98, and shall be binding upon the Owners of each Lot, and their tenants, successors and assigns and shall remain in full force and effect and shall be unaffected by any change in ownership of the either Lot or by any change in use, demolition, reconstruction, expansion or other circumstances, except as specified herein.

5. SEVERABILITY. If any provision of this Agreement, or portion hereof, or the application hereof to any person or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion hereof to any other person or circumstances, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6. AMENDMENT. This Agreement may only be amended, modified, or terminated by an agreement in writing, executed and acknowledged by all of the then current owners of Lot 97 and Lot 98.

7. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Illinois.

8. ENFORCEABILITY. Upon default by any party in the performance of its obligations under the terms of this Agreement, and failure of such party to cure such default within ten (10) days after the delivery of written notice from any non-defaulting party (or, in the case of a default which cannot be cured within a ten (10) day period, to commence actions to cure such default within said ten (10) day period and work diligently thereafter to cure such default), then for as long as the default continues any other party shall have the right at its sole election to obtain specific performance by Injunction or to pursue any other remedy available at law or in equity.

9. INSURANCE. The parties hereto shall at all times during the term of this Agreement maintain comprehensive public liability insurance, with respect to the use, operation, and condition of their respective easement.

10. COUNTERPARTS. This agreement may be signed in counterparts.

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IN WITNESS WHEREOF, Chicago Title and Trust Under Trust number 8002364973 by its beneficiary and Salvador Mendez have caused this Agreement to be executed as of this ____ day of October, 2016.

OWNER OF LOT 97

Arturo W. Mendez Trust Officer
CHICAGO TITLE LAND TRUST COMPANY
AS TRUSTEE UNDER TRUST NO. 8002364973
DATED MAY 29, 2014, and not personally

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.

OWNER OF LOT 98

Salvador Mendez
SALVADOR MENDEZ

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, the undersigned notary public, on this day personally appeared *Salvador Mendez* known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this *22* day of October, 2016.

Anemarie Aiello
Notary Public Signature

11-3-18
My Commission Expires



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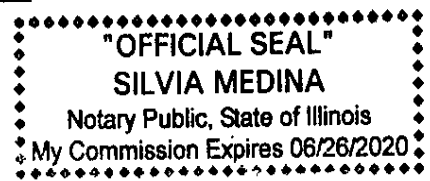
STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS
) * CHICAGO TITLE LAND TRUST COMPANY

Before me, the undersigned notary public, on this day personally appeared Patricia L. Alvarez, Trust Officer known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23RD day of ~~October~~ ^{November}, 2016. Ⓢ

Silvia Medina
 Notary Public Signature

06/26/20
 My Commission Expires



PREPARED BY & WHEN RECORDED RETURN TO:
 ANTHONY DEMAS
 ATTORNEY AT LAW
 5045 N. HARLEM AVENUE
 CHICAGO, ILLINOIS 60656

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EXHIBIT A

**LOT 97 IN THE SUBDIVISION OF BLOCK 24 OF CANAL TRUSTEES
SUBDIVISION OF SECTION 7 TOWNSHIP 39 NORTH, RANGE 14
EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO
THE PLAT THEREOF RECORDED APRIL 28, 1864, IN COOK**

COUNTY ILLINOIS.

PIN: 17-07-125-011-0000

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EXHIBIT B

**LOT 98 IN THE SUBDIVISION OF BLOCK 24 OF CANAL TRUSTEES
SUBDIVISION OF SECTION 7 TOWNSHIP 39 NORTH, RANGE 14
EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO
THE PLAT THEREOF RECORDED APRIL 28, 1864, IN COOK
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