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THIS INSTRUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:
MARK J. KUPIEC & ASSOCIATES
77 West Washington Street - Suite 1801
Chicago, Illinois 60602



1727934015

Doc# 1727934015 Fee \$46.00

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

KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS

DATE: 10/06/2017 09:45 AM PG: 1 OF 5

RELEASE AND TERMINATION OF DECLARATION OF RESTRICTIVE COVENANTS

THIS TERMINATION OF DECLARATION OF RESTRICTIVE COVENANTS (the "Termination Agreement") is entered into as of the 11th day of May, 2017 by and between 819 N. ASHLAND, LLC, an Illinois limited liability company ("Owner") and Joe Proco Moreno, not personally, but as the 1st Ward Alderman of the City of Chicago (the "Alderman").

RECITALS

WHEREAS, Owner is the legal titleholder of a certain parcel of real estate in Chicago, Cook County, Illinois, commonly known as 1555 West Fry Street, Chicago, Illinois also known as 819-823 North Ashland Ave., Chicago (and more accurately described on Exhibit A, attached hereto and incorporated herein by reference) (the "Property"); and

WHEREAS, certain Declaration of Restrictive Covenant, dated May 11, 2011, was recorded with the Cook County Recorder of Deeds on May 26, 2011 as Document No. 111464.036 (the "Restrictive Covenant") to cause the building restrictions to be binding upon the Property; and

WHEREAS, the Restrictive Covenant may be amended or terminated by an instrument signed by the majority of the then owners of the Property and the office of the Alderman which has jurisdiction over the Property; and

WHEREAS, the Alderman has jurisdiction over the Property; and

WHEREAS, Owner and the Alderman have agreed that the Property shall no longer be burdened by and subject to the terms of the Restrictive Covenant, and that the Restrictive Covenant shall be terminated and of no further force and effect, as more specifically set forth herein.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:



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1. Incorporation of Recitals. The foregoing recitals are incorporated into this Termination Agreement by this reference as fully and with the same force and effect as if repeated herein at length. Capitalized terms not otherwise defined in this Termination Agreement shall have the meanings ascribed to them in the Restrictive Covenant. If and to the extent this Termination Agreement and the Restrictive Covenant contain inconsistent or conflicting terms, the terms of this Termination Agreement shall govern and control the interpretation of the Restrictive Covenant and this Termination Agreement.
2. Removal and Termination of the Restrictive Covenant. The Restrictive Covenant, recorded as the Document Number 1114645036, is hereby terminated and of no further force and effect and thus any restrictions contained therein shall not be binding upon the Property.
4. Governing Law. This Termination Agreement and Amendment shall be governed by the laws of the State of Illinois.
5. Counterparts. This Termination Agreement and Amendment may be executed in any number of counterparts which when taken together shall represent a single, enforceable agreement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Property of Cook County Clerk's Office

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The parties have executed this Termination Agreement as of the date first set forth above.

OWNER:

819 N. ASHLAND, LLC an Illinois Limited Liability Company

By: 

Its Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Michail Skoulsky, 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 to me that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of said corporation for the uses and purposes therein set forth.

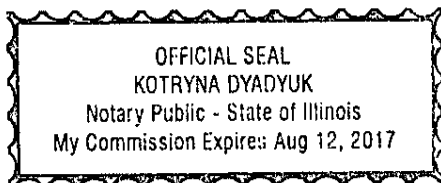
GIVEN under my hand and Notarial Seal this 11 day of May, 2017.



NOTARY PUBLIC

My Commission Expires:

August 12, 2017

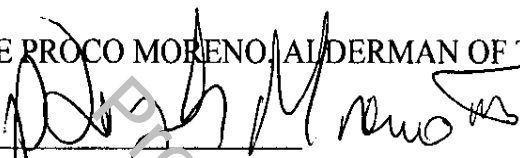


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ALDERMAN:

I, Joe Proco Moreno, the Alderman of the 1st Ward, agree to the Termination of Restrictive Covenant dated May 11, 2011, and recorded as Document Number 1114645036 on May 26, 2011.

JOE PROCO MORENO, ALDERMAN OF THE 1ST WARD


Signature

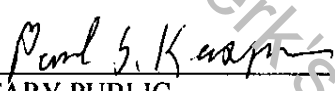
STATE OF ILLINOIS)

COUNTY OF COOK)

) SS
)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Joe Proco Moreno, the Alderman of the 1st Ward of the City of Chicago, 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 to me that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary act of said City for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of MAY, 2017.


NOTARY PUBLIC



My Commission Expires:
02/07/2021

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

**PROPERTY ADDRESS: 1555 W. Fry Street, Chicago, IL 60642;
also known as 819-823 North Ashland Ave., Chicago**

Pin: 17-05-325-003-0000 and 17-05-325-056-0000

PARCEL 1:

LOT 1 IN THE COMMISSIONER'S PARTITION OF LOTS 27 AND 28 WITH LOTS 5, 6, 7 AND 8 (EXCEPT THE WEST 1 FOOT OF SAID LOT 8) OF KUHL'S SUBDIVISION OF LOT 33 IN THE SUBDIVISION OF 1 ACRE IN THE SOUTHWEST CORNER OF OUT LOT OF BLOCK 29 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID LOT 1 LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 5 AFORESAID CONVEYED TO CITY OF CHICAGO FOR WIDENING OF NORTH ASHLAND AVENUE), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 (EXCEPT THAT PART THEREFROM LYING WEST OF A LINE 50 FEET EAST AND PARALLEL TO THE WEST LINE OF SECTION 5) IN COMMISSIONERS PARTITION OF LOTS 27, 28, 5, 6, 7 AND PART OF 8 OF KUHL'S SUBDIVISION OF LOT 33 IN SUBDIVISION OF 1 ACRE IN THE SOUTHWEST CORNER OF OUT-LOT 29 IN CANAL TRUSTEE'S SUBDIVISION IN THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 29 (EXCEPT THAT PART OF SAID LOT 29 LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 5, HEREINAFTER MENTIONED) IN JOHN KUHL'S SUBDIVISION IN THE SOUTHWEST CORNER OF BLOCK 29 IN THE CANAL TRUSTEE'S SUBDIVISION IN THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;