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This instrument was prepared by:

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Doc# 1824049139 Fee \$48.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/28/2018 02:40 PM PG: 1 OF 6

PIN

07-06-101-013-0000

ABOVE SPACE FOR RECORDER'S USE ONLY

RELEASE AND TERMINATION OF COVENANT

THIS RELEASE AND TERMINATION OF COVENANT (this "**Agreement**") is made and entered into effective as of ~~February~~ ^{April} 22, 2015, by and between Heidner Holdings, LLC, an Illinois limited liability company ("**Heidner**") and IZ Hotel Management, an Illinois limited liability company ("**IZ**") (Heidner and IZ each a "**Party**" and collectively, the "**Parties**").

RECITALS:

WHEREAS, Jai Bright Hotels of Hoffman Estates Inc., an Illinois corporation caused a Declaration of Reciprocal Easements and Restrictive Covenants (the "Declaration") to be recorded with the Cook County Recorder of Deeds on June 11, 2008, as Document # 0816345044 on that certain real property (the "Property") legally described on Exhibit "A" attached hereto.

WHEREAS, Heidner and IZ are each title holders to portions of the Property and are the sole parties to the Declaration.

WHEREAS, Heidner and IZ wish to terminate the Declaration.

NOW, THEREFORE, in consideration of ten and no/100 dollars, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by all of the respective parties, hereto, hereby agree as follows:

AGREEMENT

1. Termination. The Parties hereby terminate the Declaration and the Declaration is null and void and has no further force and effect.
2. Further Assurances. Each Party shall from time to time at the request of the other Party, do, make, execute, acknowledge, and deliver all such other and further acts and instruments, in form and substance satisfactory to the requesting Party, concerning compliance with the terms of this Agreement as such requesting Party may reasonably require for the more effective performance of the Parties' respective obligations under this Agreement.

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3. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties thereto and their respective successors and assigns.

4. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but together they will constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been executed as of the date first set forth above.

HEIDNER HOLDINGS, LLC, an Illinois limited liability company

IZ HOTEL MANAGEMENT, LLC, an Illinois limited liability company

By: Heidner Properties Inc., an Illinois corporation, Its Manager

By:

Name: Rick E. Heidner
Title: President

By:

Name: Mohammed I. Alhabrakha
Title: Manager

Property of Cook County Clerk's Office

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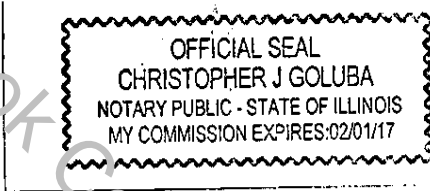
[Acknowledgement of Heidner Holdings, LLC]

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rick E. Heidner, as President of Heidner Properties Inc., an Illinois corporation, as Manager of Heidner Holdings, LLC, an Illinois limited liability company, and to be the same individual whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this 27th day of ~~February~~^{April}, 2015.

Christopher J Goluba
Notary Public



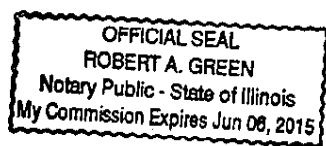
[Acknowledgement of IZ Hotel Management, LLC]

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 Mohammed I. Alhahrakha, as Manager of IZ Hotel Management, LLC, an Illinois limited liability company, and to be the same individual whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this 14th day of ~~February~~^{April}, 2015.

Robert A. Green
Notary Public



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EXHIBIT A
Legal Description of Property

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

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Exhibit A

PARCEL 1:

THAT PART OF LOT 1 IN HOFFMAN NORTHWEST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES, 45 MINUTES, 10 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT, 230.00 FEET; THENCE NORTH 00 DEGREE, 14 MINUTES, 50 SECONDS WEST, 181.00 FEET; THENCE SOUTH 89 DEGREES, 45 MINUTES, 10 SECONDS WEST, 230.00 FEET; THENCE SOUTH 00 DEGREE, 14 MINUTES, 50 SECONDS EAST, 181.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LESS AND EXCEPT;

THAT PART OF LOT 1 IN HOFFMAN NORTHWEST SUBDIVISION, BEING A SUBDIVISION IN THE FRACTIONAL SECTION 6, TOWNSHIP 41 NORTH, RANGE 10 OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1985 AS DOCUMENT 27422589, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 AFORESAID; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 14 MINUTES 19 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 55.169 METERS (181.00 FEET) TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 46 MINUTES 52 SECONDS EAST ALONG THE NORTH LINE OF LOT 1, A DISTANCE OF 9.144 METERS (30 FEET); THENCE SOUTH 00 DEGREES 14 MINUTES 19 SECONDS EAST, 55.169 METERS (181.00 FEET) TO THE SOUTH LINE OF LOT 1 AFORESAID; THENCE SOUTH 89 DEGREES 46 MINUTES 52 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 1, A DISTANCE OF 9.144 METERS (30 FEET) TO THE POINT OF BEGINNING.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT MB AND BETWEEN HARRIS TRUST AND SAVINGS BANK, TRUST NUMBER 2777, FIRST STATE BANK AND TRUST COMPANY OF HANOVER PARK, TRUST NUMBER 2500 AND HOFFMAN NORTHWEST FOR STORM SEWER CONNECTIONS, VEHICULAR INGRESS AND EGRESS AND SIGN PURPOSES DATED MAY 13, 1986 AND RECORDED JUNE 5, 1986 AS DOCUMENT 86227006 AS SHOWN IN EXHIBIT F & G.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT MADE BY AND BETWEEN HARRIS TRUST AND SAVINGS BANK, TRUST NUMBERS 42711, 42776, 41777, FIRST STATE BANK AND TRUST COMPANY OF HANOVER PARK TRUST NUMBER 2500 AND HOFFMAN NORTHWEST FOR VEHICULAR INGRESS AND EGRESS, PARKING, SIGN PURPOSES DATED MAY 13, 1986 AND RECORDED JUNE 5, 1986 AS DOCUMENT 86227007 AS SHOWN IN EXHIBIT H.

PARCEL 4:

LOT 1 IN HOFFMAN NORTHWEST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF LOT 1 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES, 45 MINUTES, 10 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 230.00 FEET; THENCE NORTH 00 DEGREE, 14 MINUTES, 50 SECONDS WEST, A DISTANCE OF 181.00 FEET; THENCE SOUTH 89 DEGREES, 45 MINUTES, 10 SECONDS WEST, A DISTANCE OF 230.00 FEET; THENCE SOUTH 00 DEGREE, 14 MINUTES, 50 SECONDS EAST, A DISTANCE OF 181.00 FEET TO THE PLACE OF BEGINNING.

PIN ~~07-06-101-010-0000~~ and ~~07-06-101-009-0000~~

07-06-101-013-0000

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AFFIDAVIT FOR RECORDER'S LABELING OF SIGNATURES AS COPIES

REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013

I Christopher J. Gelbo, being duly sworn, state that I have access to the copies of the attached
(print name above)

document(s), for which I am listing the type(s) of document(s) below:

Release and termination of Covenant
(print document types on the above line)

which were originally executed by the following parties whose names are listed below:

Heidner Holdings LLC
(print name(s) of executor/grantor)

I2 Hotel Management LLC
(print name(s) of executor/grantee)

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

Attorney
(print your relationship to the document(s) on the above line)

OATH REGARDING ORIGINAL

I state under oath that the original of this document is now LOST or NOT IN POSSESSION of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was NOT INTENTIONALLY destroyed, or in any manner DISPOSED OF for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

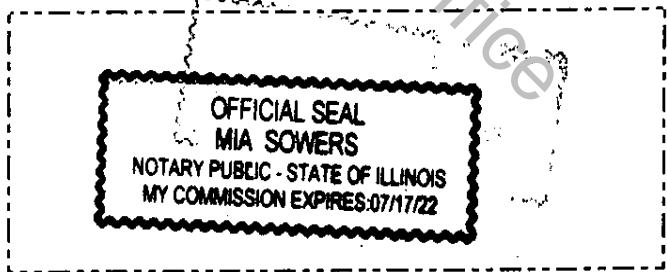
Chris Gelbo
Affiant's Signature Above

8-28-18
Date Affidavit Executed/Signed

THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE

8-28-18
Date Document Subscribed & Sworn Before Me

Mia Sowers
Signature of Notary Public



SPECIAL NOTE: This is a courtesy form from the CCRD, and while a similar affidavit is necessary for photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document. Additionally, any customer seeking to record a facsimile or other photographic or photostatic copy of a signature of parties who had executed such a document has the option to include this Affidavit in the recording, at their own expense if such expense is incurred, as an "EXHIBIT" and NOT the coverage. However, this affidavit is NOT required to be recorded, only presented to the CCRD as the necessary proof required before the recorder may record such a document. Finally, the recorded document WILL be stamped/labeled as a copy by the CCRD prior to its recording.