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LICENSE AGREEMENT

14.00

This agreement is made this 1st day of October, 1985, between GEORGE W. KUHLMAN and JONI L. KUHLMAN, married to each other, of Western Springs, Cook County, Illinois, and YORK STATE BANK, Trustee U/T No. 967, dated in 1981.

Whereas, George W. Kuhlman and Joni L. Kuhlman are owners of the property commonly known as 3909 Garden Avenue, Western Springs, Illinois, which may hereinafter be referred to as "the Kuhlman premises", and legally described as follows:

LOT 11 IN BLOCK 2 IN J.C. CALDWELL'S SUBDIVISION OF C.C. LAY'S ADDITION TO WESTERN SPRINGS, BEING A SUBDIVISION OF THE EAST PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND 3.554 ACRES IN THE SOUTH PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

R-06-105-004 3909 Garden Avenue, Western Springs, Ill. JKS

Whereas, York State Bank and Trust Company, as Trustee U/T No. 967 has legal title to the property commonly known as 3911 Garden Avenue, Western Springs, Illinois, which may hereinafter be referred to as "the York State Bank and Trust Company premises", and legally described as follows:

LOT 12 IN BLOCK 2 IN I.C. CALDWELL'S SUBDIVISION OF COOK COUNTY OF C.C. LAY'S ADDITION TO WESTERN SPRINGS, BEING A SUBDIVISION OF THE EAST PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND 3.554 ACRES IN THE SOUTH PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

18-06-105-005 3911 Garden Avenue, Western Springs, Ill. JKS

Whereas, the parties hereto are aware of and acknowledge that there is a common concrete driveway located on the south five feet, more or less, of the Kuhlman premises and the north five feet, more or less, of the York State Bank and Trust Company premises, commencing at the west line of both premises for approximately 90 feet to the south along the common lot line separating the premises.

In consideration of the mutual covenants set forth herein, the parties agree as follows:

1. George W. Kuhlman and Joni L. Kuhlman grant to York State Bank and Trust Company, as trustee U/T No. 967, an irrevocable license to use for driveway purposes that portion of the common concrete driveway described herein above which is located upon the Kuhlman premises.

2. York State Bank and Trust Company, as trustee U/T No. 967, grants to George W. Kuhlman and Joni L. Kuhlman an irrevocable license to use for driveway purposes that portion of the common concrete driveway described herein above which is located upon the York State Bank and Trust Company premises.

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3. The parties agree that "driveway purposes" as used herein means the right of ingress and egress to obtain access to the southerly areas of each party's respective premises, which purposes shall also include an extension of the right to all guests, invitees, employees and independent contractors, as needed by the respective parties to this agreement.

4. Use of the common concrete driveway by others not parties to this agreement shall be limited to the specific rights of ingress and egress, unless otherwise agreed to in advance by those parties residing on the Kuhlman premises and the York State Bank and Trust Company premises.

5. The parties to this agreement agree that neither shall block, or permit to be blocked, the referenced common concrete driveway. This prohibition of blocking shall not include short-term parking for the exclusive purpose of making deliveries or pickups. Any use of the common concrete driveway for short-term delivery or pickup shall be terminated immediately upon demand by a party desiring to exercise the right of ingress or egress.

6. Each party to this agreement shall be responsible for maintaining its own insurance, if any, to cover the property involved in this License Agreement. Each party agrees to indemnify the other of all liability of injury to person or damage to property when such damage or injury results from, arises out of, or is attributable to a party, guest, invitee, employee or independent contractor.

7. The parties agree that this agreement shall be binding upon the parties hereto, their premises residents, heirs, executors, administrators, successors, agents, assigns, or otherwise, forever, or until terminated by mutual written revocation agreement. This License Agreement is intended to run with the land.

In Witness Whereof, the parties have executed this License Agreement the day and year first above written.


GEORGE W. KUHLMAN


JONI L. KUHLMAN

YORK STATE BANK AND TRUST COMPANY,
ELMHURST, ILLINOIS, TRUSTEE U/I
NO. 967

BY: 
Trust Officer

ATTEST: 
Assistant Trust Officer

STATE OF ILLINOIS,)
COUNTY OF DuPage) SS.

I, Evelyn A. Hanrahan, a Notary Public in and for the County and State aforesaid, do certify that the above named Ronald L. Jansen, and Chrystal Trust Officer

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McGuin, Asst. Trust

Officer _____ as stated of York State Bank and Trust Company of Elmhurst, Illinois, are personally known to me to be the same persons who subscribed to the foregoing instrument, as holding the offices of Trust Officer _____ and Asst. Trust Officer _____ respectively, that they appeared before me this date in person and acknowledged that they signed, sealed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Illinois corporation for the uses and purposes therein set forth, that they acknowledged that they _____ as custodian of the corporate seal of said Illinois corporation, caused the corporate seal to be affixed to said instrument as his or her free and voluntary act and as the free and voluntary act of said Illinois corporation for the uses and purposes therein set forth.

DATED: October 1, 1985

CORPORATE SEAL

Evelyn C. Shanahan

STATE OF ILLINOIS,)
COUNTY OF ~~Cook~~, Dupage) ss.

I, Karen Allison Hill, a Notary Public in and for said County and State do hereby certify that George W. Kuhlman and Joni L. Kuhlman, married to each other, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument; that said persons appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Dated: 8/25/85

Karen Allison Hill
NOTARY PUBLIC

My Commission Expires:

August 2, 1988

This document prepared by:
Judith M. Kerr
Attorney at Law
709 South Stone Avenue
LaGrange, IL 60525
312/354-9047

COOK COUNTY, ILLINOIS
CLERK OF THE RECORD

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CONSENT TO LICENSE AGREEMENT DATED OCTOBER 1, 1985

Mid-America Federal Savings and Loan Association, a corporation of the United States of America, as mortgagee under Document Number 85-062,785, recorded in Cook County, Illinois on June 17, 1985, affecting the Kuhlman premises, consents to the foregoing License Agreement, dated October 1, 1985, by and between GEORGE W. KUHLMAN and JONI L. KUHLMAN and THE YORK STATE BANK as Trustee under Trust Number 967 dated in 1981, to which this Consent is attached.

In testimony whereof, the said Mid-America Federal Savings and Loan Association has caused this Consent to be signed by its Vice President, and attested by its Asst Secretary, and its corporate seal to be hereto affixed this 2nd day of November, 1985.

(CORPORATE SEAL)

MID-AMERICA FEDERAL SAVINGS AND LOAN
ASSOCIATION

BY:

[Signature]
Vice President

ATTEST:

[Signature]
Asst. Secretary

STATE OF ILLINOIS,)
COUNTY OF Waukegan) SS.

I, Carol Polivka, Notary Public in and for said county and state, do hereby certify that Ronda Schumacher personally known to me to be the Vice President of Mid-America Federal Savings and Loan Association, a corporation of the United States of America, and Assistant Secretary of the corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the

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corporate seal of said corporation to be affixed hereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes herein set forth.

Given under my hand and notarial seal this 2nd day of November 1985.

Carol Polivka
NOTARY PUBLIC

My Commission Expires:

May 4, 1988

This instrument prepared by:
Judith M. Kerr
Attorney at Law
709 South Stone Avenue
LaGrange, IL 60525
312/354-9047
Cook County Attorney No. 24094

Mail to: THE AMERICAN FARMERS' CREDIT AND LOAN ASSOCIATION
500 N. FIDELITY
CLARENDON HILLS, ILL. 60514
390600103 Kuhlman Box 15

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