

# UNOFFICIAL COPY

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## EASEMENT ABROGATION AGREEMENT

This Easement Abrogation Agreement ("Agreement"), is made as of December 12, 1986 between Klefstad Engineering Co., Inc. ("Klefstad"), and LaSalle National Bank, not personally, but as successor trustee under a trust agreement dated October 2, 1975 and known as Trust No. 10-21466-08 ("LaSalle").

WHEREAS, LaSalle is the owner of the following described real estate ("Parcel A"):

The West 1/2 of Lot 14 in Block 38 in Montrose Subdivision of Section 15, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; and  
PIN: 13-15-130-030-0000

WHEREAS, Klefstad is the owner of the following described real estate ("Parcel B"):

The East 1/2 of Lot 14 in Block 38 in Montrose Subdivision of Section 15, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; and

PIN: 13-15-130-031-0000

-14 E 1/2 8 8 DB

11.00

WHEREAS, Klefstad's and LaSalle's respective predecessors in title previously entered into a certain Easement Agreement dated December 8, 1951 and recorded December 12, 1951 as Document No. 15235758, pursuant to which certain easements were granted to the then owner of Parcel A over portions of Parcel B; and

WHEREAS, Klefstad and LaSalle now wish to abrogate all of said easements;

NOW, THEREFORE, Klefstad and LaSalle hereby agree as follows:

1. All of the easements previously contained and granted pursuant to the above-described Document No. 15235758, are hereby abrogated and terminated effective as of the date hereof.

2. This Agreement is executed by LaSalle National Bank, not personally, but solely as trustee under that certain Trust Agreement dated October 2, 1975 and known as Trust No. 10-21466-08, in the exercise of the power and authority conferred upon and vested in it as such trustee. All of the terms, provisions, stipulations, covenants and conditions to be performed by LaSalle National Bank are undertaken by it solely as trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSalle National Bank by reason of any of the terms, provisions, stipulations, covenants or statements contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written.

KLEFSTAD ENGINEERING CO., INC.,  
an Illinois corporation

By: Bruce Klefstad  
Bruce Klefstad, President

Address:

4444 West Monroe Ave  
Chicago Ill. 60641

70-32-710 Sub 2

*[Handwritten initials]*

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ACKNOWLEDGMENT

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, Stella Schaller, a notary public in aforesaid County, in the State aforesaid, do hereby certify that Bruce Klefstad, personally known to me to be the President of Klefstad Engineering Co., Inc., appeared before me this day in person and acknowledged that he signed and delivered the foregoing Agreement as his free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal on December 13, 1986.

Stella Schaller
Notary Public

My commission expires: SEAL
STELLA SCHALLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/7/90

LA SALLE NATIONAL BANK, not personally, but as trustee of Trust No. 10-21466-07

By: [Signature]
Its: ASSISTANT VICE PRESIDENT

ATTEST: [Signature]
Its: ASSISTANT SECRETARY

ACKNOWLEDGMENT

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Marla Framarin 1985 DEC 21 PM 1:00

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I, Marla Framarin, a notary public in and for said County, in the State aforesaid, do hereby certify that JAMES A. CLARK, the ASSISTANT VICE PRESIDENT of LaSalle National Bank, and William H. Diller, the ASSISTANT SECRETARY of said Bank, personally known to me to be the same persons whose name are subscribed to the foregoing Agreement and personally known to me to be such officers, appeared before me this day in person and acknowledged that they signed and delivered the said Agreement as their own free and voluntary act, and as the the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal on December 24, 1986.

Marla Framarin
Notary Public

My commission expires: 11-28-90

This document prepared by and after recording return to: Janet M. Johnson
Schiff Hardin & Waite, 7200 Sears Tower, Chicago, Illinois 60606.

Box 408

HV

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