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PRUDENTIAL LOAN NO. 6 039 501

1900

CONSENT TO EASEMENT

WHEREAS, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation ("Prudential") is the owner and holder of a Note dated March 28, 1985, in the amount of \$700,000.00, executed by AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated December 1, 1971 and known as Trust No. 76312, ("Mortgagor"), secured by a Mortgage and Assignment of Lease of even date therewith, covering property legally described on Exhibit A attached hereto and made a part hereof, which Mortgage and Assignment of Lease were recorded on May 26, 1978, in the office of the Recorder of Deeds for Cook County, Illinois as Documents 24466360 and 24466361 respectively; and

WHEREAS, Mortgagor has entered into, or will enter into, a Grant of Easement with Rich Inc., for a permanent non-exclusive easement for ingress and egress on a portion of the above described property as more particularly described in said Grant of Easement, a copy of which Agreement is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, Mortgagor has requested Prudential to given its consent to said Grant of Easement, and Prudential is willing so to do;

NOW, THEREFORE, for and in consideration of Ten Dollars and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Prudential does hereby consent to the execution and recording of a Grant of Easement for ingress and egress and hereby declares that in the event it shall take title to the aforescribed real property, through mortgage foreclosure or otherwise Prudential shall recognize and agrees to be bound by the aforesaid Grant of Easement.

IN, WITNESS WHEREOF, Prudential has caused this instrument to be executed by its corporate officers, and its corporate seal to be affixed thereto, on February 13, 1986.

Attest: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA *ASB*
By: Susan L. Blount Assistant Secretary
By: John A. Killough Vice President

STATE OF ILLINOIS)
COUNTY OF COOK) ss.: 1986 APR -2 AM 11:50 86124595

I, Bernadette Hut Lusnie, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John A. Killough, personally known to me to be the Vice President of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, and Susan L. Blount, personally known to me to be the Assistant Secretary of said 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 they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, 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 and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 13th day of February, 1984-1986.

Bernadette Hut Lusnie
Notary Public

My Commission Expires: 2/2/86

- 1 - Prepared by:

5265-70-02
02/13/1986

Susan L. Blount
The Prudential
Prudential Plaza, Suite 3800
Chicago, IL 60601

Return to Recorder By 15/JAZ

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EXHIBIT A

That part of the Northeast 1/4 of Section 19, Township 40 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the West line of North Runge Avenue (being a line 1036.0 feet East, measured at right angles, of the West line of the Northeast 1/4 of Section 19, aforesaid) with the Southwesterly line of Franklin Avenue (being a line 50.0 feet Southwesterly of and parallel with the Center line thereof); thence South 89°-00'-00" East along said West line of North Runge Avenue 290.0 feet; thence South 90°-00'-00" West 245.0 feet to a point which is in the North line of the North terminus of a Railroad spur track right-of-way, said point being the point of beginning of land herein described; thence North 7°-07'-31" West 40.31 feet to a point of 40.0 feet North of and 5.0 feet West of the last described point; thence North 0°-00'-00" West along a line 786.0 feet East of and parallel with the West line of the Northeast 1/4 of Section 19, aforesaid, 136.60 feet to a point; thence North 90°-00'-00" West 331.0 feet to the East line of North Acorn Avenue, being a line 455.0 feet East of and parallel with the West line of the Northeast 1/4 of Section 19, aforesaid, thence south 0°-00'-00" East along said East line 304.75 feet to a point; thence South 90°-00'-00" East 326.0 feet to the West line of Railroad right-of-way; thence North 0°-00'-00" East along said West line 128.15 feet to the Northwest corner of the North terminus of said Railroad right-of-way; thence North 90°-00'-00" East along the North line thereof 10.00 feet to the point of beginning in Cook County, Illinois.

DM # 12-19-400-133 and TP

*c/n/a 11533 Franklin Av.
Franklin Park, Ill.*

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EXHIBIT B

GRANT OF EASEMENT

THIS AGREEMENT made this _____ day of _____, 1985, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated December 1, 1971 and known as Trust No. 76312 (hereinafter "Grantor") and RICH, INC., a Delaware corporation (hereinafter "Grantee").

WHEREAS, Grantor holds title to the parcel of land legally described as follows:

That part of the Northeast 1/4 of Section 19, Township 40 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the West line of North Runge Avenue (being a line 1036.0 feet East, measured at right angles, of the West line of the Northeast 1/4 of Section 19, aforesaid) with the Southwesterly line of Franklin Avenue (being a line 50.0 feet Southwesterly of and parallel with the Center line thereof); thence South 0°-00'-00" East along said West line of North Runge Avenue 290.0 feet; thence South 90°-00'-00" West 245.0 feet to a point which is in the North line of the North terminus of a Railroad spur track right-of-way, said point being the point of beginning of land herein described; thence North 7°-07'-31" West 40.31 feet to a point of 40.0 feet North of and 5.0 feet West of the last described point; thence North 0°-00'-00" West along a line 786.0 feet East of and parallel with the West line of the Northeast 1/4 of Section 19, aforesaid, 136.60 feet to a point; thence North 90°-00'-00" West 331.0 feet to the East line of North Acorn Avenue, being a line 455.0 feet East of and parallel with the West line of the Northeast 1/4 of Section 19, aforesaid, thence south 0°-00'-00" East along said East

*PIN # 12-19-400-132
c/w/a 3747 N. Acorn, Franklin Park, Ill*

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line 304.75 feet to a point; thence^{8 6 1 2 4 5 9 0}
South 90°-00'-00" East 326.0 feet to the
West line of Railroad right-of-way;
thence North 0°-00'-00" East along said
West line 128.15 feet to the Northwest
corner of the North terminus of said
Railroad right-of-way; thence North 90°-
00'-00" East along the North line thereof
10.00 feet to the point of beginning in
Cook County, Illinois.

(hereinafter the "Grantor's Property"); and

WHEREAS, Grantee has entered into a contract to
purchase from Grantor property which is adjacent to Grantor's
property and which is legally described as follows:

That part of the Northeast 1/4 of
Section 19, Township 40 North, Range 12,
East of the Third Principal Meridian,
described as follows: Commencing at
the point of intersection of the West
line of North Runge Avenue (being a line
1036.0 feet East, measured at right
angles, of the West line of the North-
east 1/4 of Section 19, aforesaid) with
the Southwesterly line of Franklin
Avenue (being a line 50.0 feet South-
westerly of and parallel with the Center
Line thereof); thence South 0°-00'-00"
East along said West line of North Runge
Avenue 290.0 feet; thence South 90°-00'-
00" West 245.0 feet to a point which is
in the North line of the North terminus
of a Railroad spur track right-of-way;
thence North 7°-07'-31" West 40.31 feet
to a point 40.0 feet North of and 5.0
feet West of the last described point;
thence North 0°-00'-00" West along a
line 786.0 feet East of and parallel
with the West line of the Northeast 1/4
of aforesaid Section 19 a distance of
136.60 feet to the point of beginning of
the following described parcel of land:
thence continuing North 0°-00'-00" West
in last described line a distance of
217.04 feet to the Southwesterly line of
aforesaid Franklin Avenue; thence North
67°-28'-07" West along aforesaid South-
westerly line a distance of 358.35 feet
to the East line of North Acorn Avenue,
being a line 455.0 feet East of and

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parallel with the West line of the Northeast 1/4 of aforesaid Section 19; thence South 0°-00'-00" East along aforesaid East line of North Acorn Avenue a distance of 354.36 feet to a point, thence South 90°-00'-00" East a distance of 331.0 feet to the point of beginning, in Cook County, Illinois.

(hereinafter the "Grantee's Property"); and

WHEREAS, in conjunction with Grantee's purchase of the said Property, Grantor wishes to grant to Grantee a non-exclusive easement (hereinafter the "Easement") for purposes of ingress and egress over Grantor's Property pursuant to the terms of this Agreement; and

NOW THEREFORE, in consideration of the sum of Ten and No/100 (\$10.00) Dollars in hand paid to Grantor by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee an Easement on the terms set forth herein:

1. Grant of Easement for Ingress and Egress.

Grantor hereby grants to Grantee a non-exclusive easement for ingress and egress for the benefit of Grantee's Property, aforesaid through and across the north twenty (20) feet of the Grantor's Property.

2. Obstructions. Grantee agrees that its use of the Easement granted herein shall not unreasonably obstruct, impede or interfere with the use of Grantor's Property, by

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Grantor or its successors or assigns.

3. Maintenance. (a) Grantee agrees to maintain the Easement in a state of good repair and suitable for vehicular access.

(b) Grantee agrees to remove snow and ice from the Easement area.

4. Binding Effect. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, Grantor and Grantee have caused their corporate seals to be hereto affixed, and have caused their names to be signed to these presents by one of their President, Vice President or Assistant Vice President and attested by their Secretary or Assistant Secretary, the day and year first above written.

GRANTOR

AMERICAN NATIONAL BANK as Trustee,
as aforesaid, and not personally

By: _____
Assistant Vice President and
Trust Officer

Attest: _____

GRANTEE

RICH, INC.

By: _____

Attest: _____

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named President and Secretary of RICH, INC., a Delaware corporation, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Corporation then and there acknowledged that said Secretary, as custodian of the corporate seal of said Corporation caused the corporate seal of said Corporation to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Subscribed and Sworn to before me this ____ day of _____, 1985.

Notary Public

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice Pre NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Subscribed and Sworn to before me this ____ day of _____, 1985.

Notary Public

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