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MEMORANDUM OF SPECIAL EASEMENT AGREEMENT

87525381

WHEREAS, GLENVIEW STATE BANK, as Trustee under Trust Agreement dated May 5, 1981, and known as Trust No. 2770, is the owner of the property described as follows:

PARCEL 1: That part of Lot 4 in William Reed's Subdivision of part of the South 1/2 of Sections 26 and 27, Township 42 North, Range 12, East of the Third Principal Meridian, described as follows, to-wit: Commencing at a point 800 feet West of the center of the intersection of Waukegan Road and Lake Avenue, running thence West 90 feet; thence South 484 feet; thence East 90 feet; thence North 484 feet to the point of beginning, in Cook County, Illinois,

and

PARCEL 2: That part of Lot 4 in William Reed's Subdivision of part of the South 1/2 of Sections 26 and 27, Township 42 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded August 16, 1886, a document No. 744546, in Book 24 of Plats, Page 2, described as follows: Commencing at a point 800 feet West of the Northeast corner of said Lot 4; thence running East 90 feet; thence South 484 feet; thence West 90 feet; thence North 484 feet to the point of beginning in Cook County, Illinois,

and

WHEREAS, the property adjoining Parcel 2 is owned by GLENVIEW STATE BANK, as Trustee under Trust Agreement dated August 5, 1980, and known as Trust No. 2504 and said property is described as follows:

PARCEL 3: The East 90 feet of that part of Lot 4 of William Reed's Subdivision of the South 1/2 of Sections 26 and 27, Township 42 North, Range 12, East of the Third Principal Meridian, commencing at a point 800 feet West of the North East corner of said Lot 4; thence running East 180 feet; thence South 484 feet; thence West 180 feet; thence North 484 feet to place of beginning, in Cook County, Illinois,

and

WHEREAS, the easternmost property line of Parcel 1 is contiguous to and runs parallel with the westernmost property line of Parcel 2 forming two adjacent parcels upon which is constructed an office and warehouse complex; and

This Instrument prepared by AND TO BE RETURNED TO:
Samuel W. Witwer, Jr., Esq.
Witwer, Moran, Burlage & Witwer
125 S. Wacker Dr., Ste. 2700
Chicago, IL 60606

WITWER, MORAN, BURLAGE & WITWER

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04-26-300-022

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WHEREAS, the Easterly boundary of Parcel 2 adjoins the Westerly boundary of Parcel 3 upon which is constructed multiple housing units and other improvements and the respective beneficial owners of parcels 1 and 2, on the one hand and Parcel 3, on the other, have entered into an agreement dated July 31, 1987 authorizing the owner of Parcel 3, and the heirs, executors, successors and assigns thereof in perpetuity to alleviate certain rainwater drainage problems by constructing, inspecting, operating and maintaining two (2) downspouts extending for a short distance across the property line from Parcel 3 and onto the parcels where the warehouse complex is situated, all as more particularly shown on a diagram attached to said July 31, 1987 agreement as an exhibit; and

WHEREAS, the two downspouts in question will necessarily extend over the common boundary and create two encroachments which the owners of Parcels 1 and 2 have agreed to accept for good and valuable considerations duly given, subject, however, to all the terms and conditions of that certain aforementioned agreement of the parties dated July 31, 1987, which agreement is expressly incorporated by reference herein; and

WHEREAS, it is the desire of the adjoining property owners to provide formal easements for said downspout encroachments and to give proper notice thereof through the recording of this memorandum instrument;

IT IS THEREFORE AGREED AS FOLLOWS:

1. The owner(s) of Parcels 1 and 2 hereby, in perpetuity, grant to the owner(s) of Parcel 3 an easement for the two (2) downspout encroachments hereinbefore described, and the rainwaters issuing therefrom across the common boundary.

2. The owner(s) of Parcel 3 accepts said easement grant and adopts and reaffirms all the terms and conditions of said July 31, 1987 agreement including, without limitation, the terms concerning locations, inspection and maintenance of said spouts.

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3. The parties hereto further agree that in the event of damage to improvements on Parcels 1 or 2 occurs through the installation, maintenance, destruction or removal of said encroachments, such damage will be remedied or repaired and the expense thereof will be borne by the owner of Parcel 3.

4. The parties agree that this easement is in addition to and does not supercede or modify that certain prior easement agreement dated May 5, 1981 and recorded as Document No. 25889932.

The Glenview State Bank executes this instrument as Trustee, and not personally, and it is intended that the liability for any way in which this instrument may be held to be held only against the trust estate.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this 14th day of September, 1987.

GLENVIEW STATE BANK, as Trustee,
Under Trust No. 2770, and not
personally

By: [Signature]
Assistant Trust Officer
Vice President

ATTEST:

Alice Hansen
Secretary
Assistant Trust Officer

GLENVIEW STATE BANK, as Trustee
Under Trust No. 2504, and not
personally

By: [Signature]
Assistant Trust Officer
Vice President

ATTEST:

Alice Hansen
Secretary
Assistant Trust Officer

The above parties have executed this Easement Agreement as Trustees as aforesaid and not personally.

GLENVIEW STATE BANK, as Trustee,
Under Trust No. 2770, and not
personally

By: [Signature]
Title: Vice Pres

GLENVIEW STATE BANK, as Trustee
Under Trust No. 2504, and not
personally

By: [Signature]
Title: Vice President

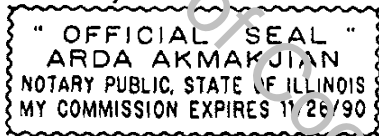
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STATE OF ILLINOIS)
COUNTY OF C O O K) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kenneth H. Cooke, Vice President and Trust Officer of GLENVIEW STATE BANK, and Alice Hansen, Assistant Trust Officer, ~~Secretary~~ of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Trust Officer and Secretary~~ ^{vice president/ Assistant Officer}, 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 ~~Secretary~~ ^{Asst. Tr. Officer} did also then and there acknowledge the he, as custodian of the corporate seal of said Corproation, did affix the said corporate seal of said Corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN UNDER my hand and notarial seal this 14th day of September, 1987

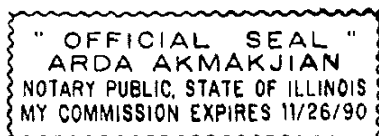


Arda Akmakjian
Notary Public

STATE OF ILLINOIS)
COUNTY OF C O O K) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kenneth H. Cooke, Vice President and Trust Officer of GLENVIEW STATE BANK, and Alice Hansen, Assistant Trust Officer, ~~Secretary~~ of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Trust Officer and Secretary~~ ^{vice president/ Assistant Officer}, 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 Secretary did also then and there acknowledge the he, as custodian of the corporate seal of said Corproation, did affix the said corporate seal of said Corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN UNDER my hand and notarial seal this 14th day of September, 1987.



Arda Akmakjian
Notary Public

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CONSENT OF MORTGAGE

GLENVIEW STATE BANK, an Illinois banking corporation, holder of mortgage(s) dated _____ upon the property described in the foregoing Memorandum of Special Easement Agreement, hereby consents to the execution and record of the said instrument and hereby submits the mortgage recorded in the Office of the Recorder of Deeds, of Cook County, Illinois on _____ as document no. _____ to the provisions of the foregoing Memorandum of Special Easement Agreement.

IN WITNESS WHEREOF, the said GLENVIEW BANK has caused this instrument to be signed by its duly authorized officers on its behalf; all done at Glenview, Illinois, on 14th day of September, 1987

GLENVIEW STATE BANK

By:

Lucille Owens
Title: Vice President

ATTEST:

Nikki Owens
Assistant Vice President

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COOK COUNTY RECORDER

STATE OF ILLINOIS)
COUNTY OF C O O K) ss.

I, the undersigned, a Notary Public in and for the said County and State, DO HEREBY CERTIFY that Nikki Owens and Nicke Dalber, respectively, of GLENVIEW STATE BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Vice President appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER my hand and notarial seal this 14th day of September, 1987.

Virginia M. [Signature]
Notary Public

My Commission Expires: 3-24-90

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RICHARD F. SAMPSON, ESQ.
125 S. WACKER
SUITE 2700
CHICAGO, IL 60606

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