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87054541

LICENSE AGREEMENT

This License Agreement made in duplicate original this 21st day of January, 1987, by and between Anthony Shaker and Anthony P. Morelli.

W I T N E S S E T H

WHEREAS, Shaker is the owner of property which is commonly known as 924 Lee Street, Des Plaines, Illinois, which is legally described as follows:

> THE NORTH 60 FEET OF LOT 2 IN BLOCK 5 IN PARSON AND LEE'S ADDITION TO THE TOWN OF DES PLAINES, BEING A SUBDIVISION OF PARTS OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHEREAS, Morelli is the owner of property commonly known as 900-914 Lee Street, Des Plaines, Illinois which is legally described as follows:

> LOT 1 IN BLOCK 5 IN PARSON AND LEE'S ADDITION TO DES PLAINES IN SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHEREAS, the property owned by Shaker is contiguous with and adjacent to the south line of the property owned by Morelli; and

WHEREAS, the January 2, 1987 survey of 900-914 Lee Street, Des Plaines, Illinois, a copy of which is attached hereto as Exhibit "A" and is expressly made a part hereof, shows the encroachment of a driveway over the south line of the property owned by Morelli for a distance of approximately 1.5 feet extending approximately 80 feet; and

WHEREAS, it is claimed that the encroaching part of the driveway owned by Shaker is in fact located on the property owned by Morelli;

NOW THEREFORE, in consideration of the agreement herein made and in order to define the rights of the respective parties at the present time and in the future, and their respective assignees, it is hereby agreed as follows:

1. The provisions of the preamble set forth above are incorporated into this License Agreement.

900-914 LEE STREET, DES PLAINES A-B-C
09-20-203-007 LOT 1
09-20-203-008 LOT 1
924 LEE STREET 09-20-203-025 LOT 2

87054541

D. Shaw

5/131280

MAIL TO:

SAMELSON, KNICKERBOCKER & ASTA
575 LEE STREET
DES PLAINES, ILLINOIS
60016

ATTN GILL PAYNE

2. Shaker does not now, nor will he hereafter, claim any legal title by reason of any past, present or future occupancy thereof, to any part, parcel or portion of the property owned by Morelli as legally described above, the rights of Shaker being confined to that property contiguous and adjacent to the south line of the property owned by Morelli. Shaker expressly disclaims and denies any legal adverse possession rights of his that may exist on the property of Morelli and Morelli's assignees/successors as legally described above.

3. The parties expressly agree that the encroaching part of Shaker's driveway may remain on Morelli's property so long as it is maintained in its present condition.

4. Shaker agrees that if he removes or replaces the current driveway, the new driveway shall be constructed solely upon his driveway and not upon the property owned by Morelli.

5. Shaker further agrees that in the event Morelli or his assignees enter into a contract for the sale of any part or portion of the property owned by Morelli, or Morelli's assignees, then Morelli or said assignees shall have the authority to direct Shaker to remove that part of the driveway which encroaches upon Morelli's property or the property owned by Morelli's assignees. Morelli or his assignee shall give 30 days notice to Shaker or his assignee or successor that the encroaching driveway is to be removed. If Shaker or his assignees/successors fail to remove said encroaching driveway within 10 days of receipt of said written notice, then Morelli or his assignees shall have the authority to remove only said encroaching part of the driveway immediately.

6. In the event that Shaker's property as legally described above is held in a Land Trust, Shaker expressly agrees that he waive as the beneficial interest holder of said Land Trust any and all requirement that the trustee execute this License Agreement.

ANTHONY P. MORELLI

ANTHONY SHAKER

SUBSCRIBED AND SWORN TO BEFORE ME
this 21st day of January, 1987.

Notary Public

My commission expires: My Commission Expires July 3, 1989

87054541

ASSIGNMENT OF LICENSE AGREEMENT

For value received, the undersigned hereby assign to Saverio Anfuso and Mary Ann Anfuso, his wife, all of his rights and obligations arising from a certain "License Agreement" between the undersigned and Anthony Shaker dated January 21, 1987, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

Dated: January 21, 1987

Anthony P. Morelli

DEPT-01 $13.25

T#1111 TRAN 0149 01/28/87 10:08:00
#2447 # B *-87-054541
COOK COUNTY RECORDER

CONSENT TO ASSIGNMENT OF LICENSE AGREEMENT

Anthony Shaker consents to the above assignment to Saverio Anfuso and Mary Ann Anfuso, his wife, of the aforesaid "License Agreement" dated January 21, 1987.

Dated: 1/21/87

Anthony Shaker

ACCEPTANCE

Saverio Anfuso and Mary Ann Anfuso, his wife, hereby accept the assignment of the aforesaid "License Agreement", subject to all of the terms and conditions of said agreement.

Dated: 1/26/87

Saverio Anfuso

Mary Ann Anfuso

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13.00 MAIL

87054541

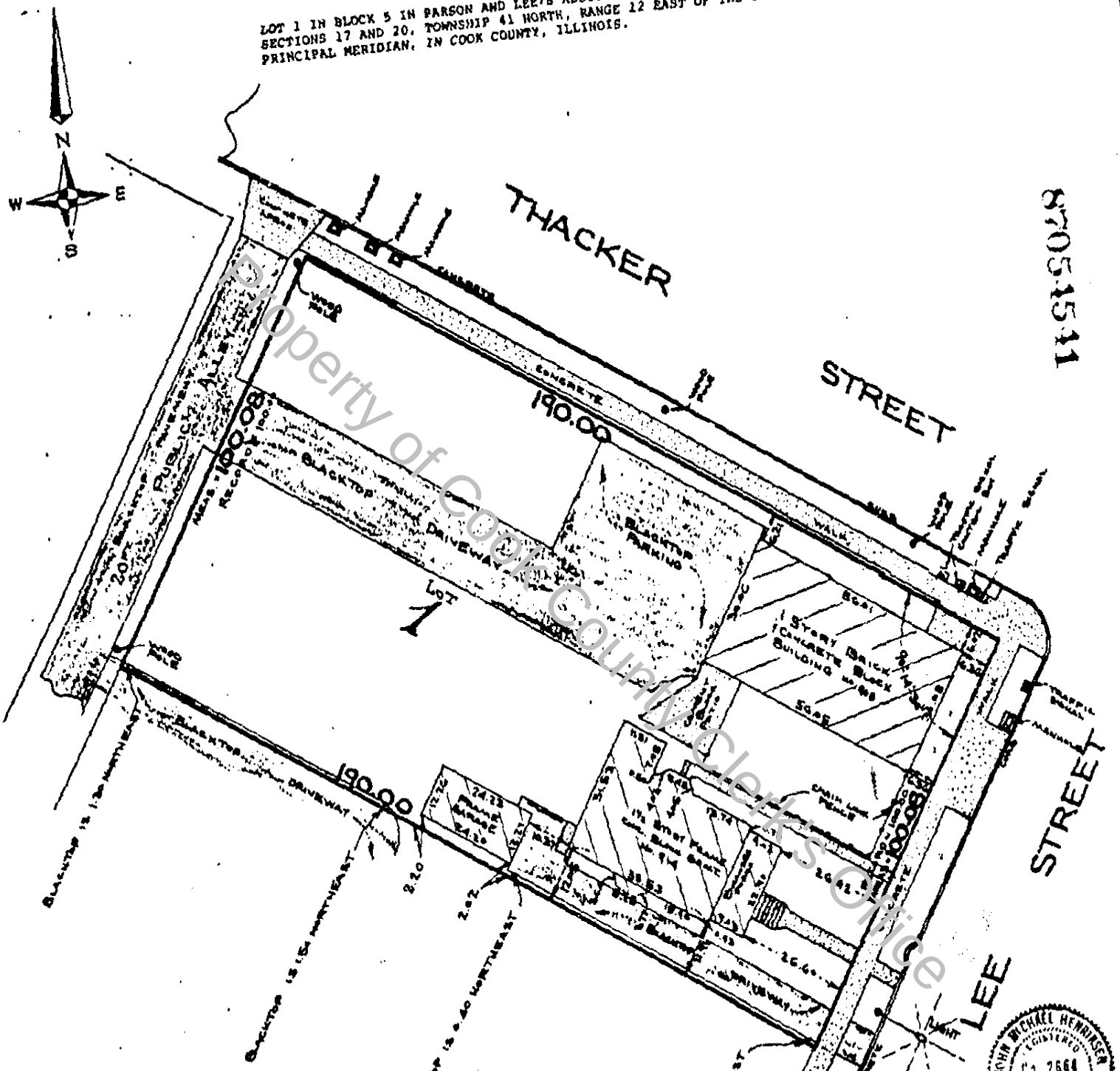
5465 N. PARKSIDE AVE.
CHICAGO, ILLINOIS 60630
312-763-4575

PLAT OF SURVEY

JOHN M. HENRIKSEN

OF

LOT 1 IN BLOCK 5 IN PARSON AND LEE'S ADDITION TO DES PLAINES, IN SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



ORDER NUMBER 871004

DATE JANUARY 2, 1987

SCALE 1 INCH = 20 FEET

ORDERED BY SAMELSON, KNICKERBOCKER & ASSOCIATES

*BUILDING LINES, IF ANY, SHOWN HEREON ARE BUILDING LINES SHOWN ON THE RECORDED SUBDIVISION PLAT. CONSULT LOCAL AUTHORITIES FOR BUILDING LINES ESTABLISHED BY LOCAL ORDINANCES.
*PLEASE CHECK LEGAL DESCRIPTION WITH DEED.
*COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DISCREPANCY IMMEDIATELY.
*DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

STATE OF ILLINOIS
COUNTY OF COOK

I, JOHN MICHAEL HENRIKSEN, an Illinois Registered Land Surveyor, do hereby certify that I have surveyed the above described property and that the plat hereon drawn is a correct representation of said survey. Dimensions are shown in feet and hundredths and are correct at a temperature of 68° Fahrenheit.

JOHN MICHAEL HENRIKSEN REGISTERED No. 2668 STATE OF ILLINOIS LAND SURVEYOR

ILLINOIS REGISTERED LAND SURVEYOR #2668

87051511

MAIL TO

MAIL TO:
WILLIAM J. PAYNE
SAMELSON, KNICKERBOCKER & ASSOCIATES
575 LEE STREET
DES PLAINES, ILLINOIS
60016