

FIRST AMENDMENT TO RECIPROCAL  
EASEMENT AND PARKING AGREEMENT

This First Amendment is made this 3rd day of October, 1986, by and between, Chicago Title and Trust Company, not personally, but solely as Trustee pursuant to the terms and provisions of a certain Trust Agreement dated May 20, 1983 and known as Trust No. 1083468 ("310 Trustee") and \*LaGrange Bank and Trust Company, not personally but solely as Trustee pursuant to the terms and provisions of a certain Trust Agreement dated September 22, 1986 and known as Trust No. 6977 ("910 Trustee");

R E C I T A L S

A. 310 Trustee holds fee simple title to the real estate commonly known as 310 S. Peoria, Chicago, Illinois and legally described on Exhibit "A" attached hereto and made a part hereto ("310 Peoria");

B. 910 Trustee holds fee simple title to the real estate commonly known as 910 Van Buren, Chicago, Illinois and legally described on Exhibit "E" attached hereto and made a part hereof ("910 Van Buren");

C. 310 Trustee and 910 Trustee, as owners of 310 Peoria and 910 Van Buren respectively, executed a certain Reciprocal Easement and Parking Agreement dated June 3, 1986 and caused the same to be recorded in the office of the Recorder of Deeds of Cook County as Document No. 86237245 ("Easement Agreement");

D. The parties hereto wish to amend Easement Agreement.

Now, therefore, in consideration of the agreements hereafter contained, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Defined Terms and Construction. This First Amendment shall be construed in conjunction with Easement Agreement. All terms used herein shall have the meanings ascribed in Easement Agreement unless otherwise defined herein. Except as amended hereby, Easement Agreement shall remain in full force and effect and is hereby ratified and confirmed.

2. Limitation on Construction of Improvements. 310 Trustee shall not construct nor permit the construction of any permanent improvements above the surface of the south nine (9) feet of Easement Parcel.

\*First Illinois Bank of LaGrange  
FORMERLY KNOWN AS  
La Grange Bank & Trust

3. Mechanics' Liens. 310 Trustee shall not suffer nor cause to be suffered the filing of any mechanics' liens for services or materials provided in connection with the Easement Parcel; provided, however, if the 310 Trustee, its beneficiary, or their respective successors and assigns, obtains title insurance coverage over any such mechanics' liens, then the filing of any such mechanics' liens shall not be deemed a breach hereof;

4. Insurance and Indemnification. 310 Trustee shall:

- a) cause the procurement and maintenance of public liability insurance, naming all mortgagees of record as an additional insured, in amounts and with companies acceptable to all mortgagees of record; and
- b) protect, defend, indemnify and save 310 Trustee, its beneficiaries, mortgagees, successors and assigns ("Indemnified Parties") harmless of, from and against any and all liability, damage, costs and expenses (including, but not limited to, reasonable attorneys' fees), causes of action, suits, claims, demands and judgments, of whatsoever arising from: (i) any work performed on or about the Easement Parcel; (ii) injury to or death of person, or damage to property, on the Easement Parcel or upon adjoining sidewalks, streets, alleys, curbs or in any manner growing out of or connected with the use, non-use, condition, possession, operation, maintenance, management or occupation of the Easement Parcel and the parking facility operated in connection therewith; (iii) any negligence on the part of 310 Trustee, its beneficiaries, or any of its agents, contractors, servants, employees or invitees; (iv) any litigation to which Indemnified Parties are made a party, without their fault, commenced by or against 310 Trustee, its beneficiaries, successors and assigns, arising from the use or occupancy of the Easement Parcel; and (v) violation of the Easement Agreement, as amended, or of any conditions, agreements, restrictions, statutes, charters, laws, rules, orders, ordinances, regulations affecting the Easement Parcel or the ownership, occupancy or use thereof.

5. Remedies For Violations.

- a. Violations Which Are Not Capable of Being Cured by the Payment of Money: In the event 310 Trustee shall violate any provision of the Easement Agreement, or any restriction or covenant therein or

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herein contained and such violation shall not be capable of being cured by the payment of money then, in such event, 910 Trustee, its beneficiaries or mortgagees ("Aggrieved Party"), on behalf of and at the expense of 310 Trustee so in default, may institute appropriate legal proceedings to have the continuance of such violation enjoined and shall have the right to take any other action available to it, at law or in equity, for damages resulting from such violation. As a condition precedent to the institution of such action, such party shall, by written notice to 310 Trustee so in default, afford such 310 Trustee the right to cure the violation within thirty (30) days following receipt of written notice. In the event the violation cannot be reasonably cured by 310 Trustee so in default within such thirty (30) day period, then and in such event, 310 Trustee shall be afforded such additional period of time as may be reasonably necessary to cure the same, provided that 310 Trustee shall initiate and continually pursue a course of conduct which is reasonable and necessary to cure the violation within the aforesaid period.

- (b) Violations Which Can be Cured by the Payment of Money or Performance: In the event 310 Trustee shall violate any restriction or covenant herein contained or contained in Easement Agreement and such violation shall be capable of being cured by the payment of money or shall be capable of being performed by any other party other than 310 Trustee, 910 Trustee, its beneficiaries or mortgagees, aggrieved thereby, on behalf of 310 Trustee causing such violation, then and in such event, the Aggrieved Party shall give to 310 Trustee written notice of such violation, and if 310 Trustee shall fail to cure the same within thirty (30) days following receipt of such notice or if such violation shall not be capable of being cured within the aforesaid thirty (30) day period, 310 Trustee shall fail to commence to cure such violation within said period and shall thereafter fail to cure such violation with due diligence, then and in such event, the Aggrieved Party shall have the right to make such payment of money, on behalf of 310 Trustee causing such violation, or cause such obligation to be performed on behalf of 310 Trustee who shall have failed to perform the same and such sum so paid or the cost to the Aggrieved Party by reason of the performance of such obligation shall be paid to the Aggrieved

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Party upon receipt by the defaulting 310 Trustee of invoices therefor. In the event that an Aggrieved Party shall, in accordance herewith, expend funds on behalf of 310 Trustee, the Aggrieved Party so expending such funds shall have a lien on 310 Peoria to secure payment to the Aggrieved Party of all costs and expenses incurred (including reasonable attorneys' fees) in connection with the curing of the violation of the defaulting 310 Trustee, which lien shall be deemed perfected upon the expenditure of any such funds by the Aggrieved Party curing such default. The lien may be foreclosed judicially or by advertisement by the Aggrieved Party who shall have incurred such expense, in the manner provided for the foreclosure of mortgages containing a power of sale. The rights granted pursuant hereto shall not be the exclusive remedy of the Aggrieved Party but shall be in addition to all rights and remedies in law or in equity. Any lien established by or resulting by reason of the Easement Agreement, as amended, shall be and the same hereby is subordinate and inferior to the lien of any first or second mortgage hereafter placed on 310 Peoria, or any part thereof, PROVIDED, HOWEVER, that the easements, restrictions and covenants contained herein and in Easement Agreement shall not one deemed to be liens for the purpose of this Section b).

- c) Waiver: No delay or omission by an 910 Peoria, its beneficiary or mortgagees in the exercise of any right accruing upon any violation of Easement Agreement, as amended, or restriction or covenant herein or therein contained, shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such violation. A waiver by any Aggrieved Party of a violation of any agreement, restriction or covenant herein contained or contained in Easement Agreement shall not be construed to be a waiver of any subsequent violation of the same.

6. Garbage Disposal Facilities. 310 Trustee shall permit 910 Trustee, for the benefit of 910 Van Buren, to use, free of charge, so much of Easement Parcel as is reasonably necessary to maintain garbage removal facilities ("Dumpster") to be used exclusively for 910 Van Buren as an office building. If no additional space is required, the Dumpster shall be entirely located on 910 Van Buren. 310 Trustee will permit 910 Trustee access over and upon so much of 310 Peoria as is reasonably necessary to gain access to Dumpster.

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7. Amendments. Easement Agreement shall not be further amended unless such amendment is consented to, in writing, by each first and second mortgagee of record of 310 Peoria and 910 Van Buren.

8. Esculpatation. This Amendment is executed by 310 Trustee and 910 Trustee, not personally but solely as Trustees aforesaid, and it is expressly understood and agreed that anything contained herein to the contrary notwithstanding, 310 Trustee or 910 Trustee, personally, do not obligate themselves hereunder to the performance of any of the terms, covenants, conditions and agreements contained herein, it being specifically understood that 310 Trustee and 910 Trustee have affixed their signatures hereto as Trustees aforesaid pursuant to direction and on behalf of its beneficiary or beneficiaries, without any intention of binding Trustees in their individual capacity.

IN WITNESS WHEREOF, 310 Trustee and 910 Trustee have caused this Declaration to be executed by their duly authorized officers and its corporate seal to be affixed hereto, as of the day and year first above written.

First Illinois Bank of LaGrange, not personally  
but as Trustee u/v/a 6977

By: Patricia S Grant  
Title: Trust Officer

ATTEST:

Debra E. Johnson  
TITLE PR. Secretary

CHICAGO TITLE AND TRUST COMPANY, as Trustee  
aforesaid

By: [Signature]  
Title ASST. VICE PRESIDENT

ATTEST:

Vanetty Catalano  
TITLE ASST. SECRETARY

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Exoneration provision restricting any liability of the First Illinois Bank of LaGrange stamped on the reverse side hereof, is hereby expressly made a part hereof.

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This instrument is executed by the First Illinois Bank of LaGrange, not personally but solely as Trustee, under the provisions of a deed or deeds in Trust duly recorded and delivered to the First Illinois Bank of LaGrange in pursuance of a trust Agreement, dated 9-22-1982, and recorded in Cook County, Illinois, in Book 6977, and the provisions of said trust Agreement and the terms, provisions, stipulations, covenants and conditions contained in this instrument.

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## EXHIBIT A

Lot 3 (except the West 10 feet thereof) Lot 4 (except the West 10 feet of the North 1/2 thereof), Lot 5 (except the West 10 feet thereof) and Lot 6 (except the South 9 feet thereof) in Block 18 in Duncan's Addition to Chicago, in Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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17-17-226-009-010 4

17-17-226-011-0000 5 BAO

17-17-226-012-013 6 M.

Cook County Clerk's Office

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## EXHIBIT B

### Parcel 1:

The South 9 feet of Lot 6 in Block 18 in Duncan's Addition to Chicago (except portion taken by City of Chicago for alley) being a subdivision of the East 1/2 of the Northeast 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian.

17-17-226-013-0000 BAO  
M

### Parcel 2:

Lots 7 and 8, in Block 18, in Duncan's Addition to Chicago, in the East 1/2 of the Northeast 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

17-17-226-014-0000 BAO  
M.

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COOK COUNTY RECORDER

#1873 # 9 \*-87-206170

DEPT-01 RECORDING \$17.25  
T#1111 TRAN 0555 04/20/87 09:31:00

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Ment



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MAIL TO:

Michael A. LaTona  
910 W. VanBuren, #100  
Chicago, IL 60607