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AGREEMENT

THIS AGREEMENT made this 11th day of December, 1987, by and between AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Trustee, u/t/a dated May 5, 1986, a/k/a Trust No. 67294 ("American National") and RICHARD Z. LEWIN and ELIZABETH W. LEWIN ("Lewin")

W I T N E S S E T H:

WHEREAS, American National is the Owner of the fee simple title to certain real estate situated in the City of Chicago, County of Cook, Illinois, legally described on Exhibit "A" attached hereto and made a part hereof ("Real Estate"); and

WHEREAS, American National has contracted to sell a portion of the Real Estate commonly known as 4536 North Paulina, Chicago, Illinois ("Lot 15") to Lewin; and

WHEREAS, the aforesaid conveyance from American National to Lewin of Lot 15 is subject to a Declaration of Easement dated December 1, 1987 and recorded in the Cook County Recorder of Deeds office as Document No. 87644271 ; and

WHEREAS, it the desire and intention of American National to grant unto Lewin an easement upon a portion of Lot 14 which is commonly known as 4540 North Paulina Avenue, Chicago, Illinois for the sole purpose of Lewin constructing, maintaining and enjoying a fence as depicted in red on a Plat of Survey which is attached hereto and made a part hereof as if fully set forth herein and is identified as Exhibit "B".

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NOW THEREFORE, in consideration of the payment by Lewin to American National of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, it is hereby agreed as follows:

1. American National hereby grants, declares and establishes for the benefit of Lewin and their heirs, administrators, successors, grantees, assigns, tenants and guests an easement for the benefit of said Lot 15 over, across and upon that portion of Lot 14 which is delineated on Exhibit "B" for the purpose of constructing, maintaining and enjoying a fence, which shall be constructed out of cedar and shall be a neighbor type board on board fence. The width of which shall not exceed 4 inches.

2. The sole burden and duty of repairing and maintaining the aforesaid fence shall be upon Lewin and their heirs, administrators, successors, grantees, assigns and legal representatives.

3. The easement established hereby will remain in full force and effect so long as Lot 15 is improved with the two-story residence which exists on Lot 15 as of the date of the separation, and shall exist for so long as said fence is properly maintained.

4. The easement and restrictions contained herein shall run with and against Lots 14 and 15 and shall be binding upon all owners, their heirs, administrators, successors, grantees, assigns and legal representatives and shall inure to the benefit of all owners, their respective heirs, administrators, successors, grantees, assigns and legal representatives and

except to the extent, if any, otherwise specifically provided herein, be a charge and burden on said Lots 14 and 15 and further shall be deemed to be an easement and restriction running with the land.

~~5. American National shall indemnify and hold Lewin harmless from and against any and all claims, causes of action, liabilities, expenses, costs and expenses of any type whatsoever, including attorneys' fees, arising out of a third party claim or claims that the fence, if constructed in accordance with this Agreement, be removed in whole or in part.~~

6 In the event any restrictions or easement contained herein shall be deemed invalid by judgment, court order or otherwise, such invalidity shall, in no way, affect any of the other restrictions or easements contained herein.

7. This Agreement shall be governed pursuant to the laws of the State of Illinois in every respect and every part hereof shall, in all instances, be construed in whole, according to its fair meaning and intent, and no rule of strict construction shall be applicable to any part hereof any time. Any successor in interest of Lewin shall be included (whether expressly named or not) in every reference in this instrument to such owner, as fully as though expressly named, which party shall have the benefit of and shall be bound by all the terms and conditions of this Agreement.

8. Nothing contained in this Agreement shall be construed to make Lewin and American National Bank partners or joint venturers or to render any owner liable for the debts or obligations of the other.

9. This declaration is executed by American National, not personally, but solely as Trustee aforesaid, and it is expressly understood and agreed that anything contained herein to the contrary notwithstanding, American National personally, does not obligate itself hereunder to the performance of any of the terms, covenants, conditions and agreements contained herein, it being perfectly understood that American National Bank has affixed its signature hereto as Trustee aforesaid pursuant to direction and on behalf of its beneficiary or beneficiaries, without any intention of finding American National in its individual capacity.

IN WITNESS WHEREOF, American National and Lewin have caused this Agreement to be executed on the day and year first above written.

Richard Z. Lewin

Elizabeth W. Lewin

SUBSCRIBED AND SWORN to
before me this 14th day
of December, 1987.

Notary Public

Sam

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AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO, AS TRUSTEE AS
AFORESAID

By: _____ Second Vice-President

Its: _____ ASSISTANT SECRETARY

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

I, LORETTA M. SOVIENSKI, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that SUZANNE [illegible], personally known to me to be the SECOND VICE-PRESIDENT of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and E. MICHAEL [illegible], personally known to me to be the ASSISTANT SECRETARY thereof, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such SECOND 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 acts and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY also then and there acknowledged that, as custodian of the corporate seal of said Bank, did affix the same to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 1987.

FEB 16 1988

Loretta M Sovienski
Notary Public

"OFFICIAL SEAL"
Loretta M. Sovienski
Notary Public, State of Illinois
My Commission Expires 8/21/88

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EXHIBIT A - LEGAL DESCRIPTION

Lot 14 through 15, both inclusive, in City Homes Resubdivision No. 1, a resubdivision of Lots 1 through 6 and Lots 21 through 24 in Block 11 in Ravenswood Subdivision in part of Sections 17 and 18 in Township 40 North, Range 14 East of the Third Principal Meridian, according to the Plat of Resubdivision recorded and filed July 21, 1986 as Document No.'s 86-305991 and LR-3532601, in Cook County, Illinois.

Permanent Tax Number: ~~14-18-216-012~~ Volume: 480

14-18-216-031-0000 14
032-0000 15
BWO

Mail to

Richard Schoenstadt

10 E Huron

Chicago, Ill 60611

18 TRAIL

PLAT OF SURVEY

by

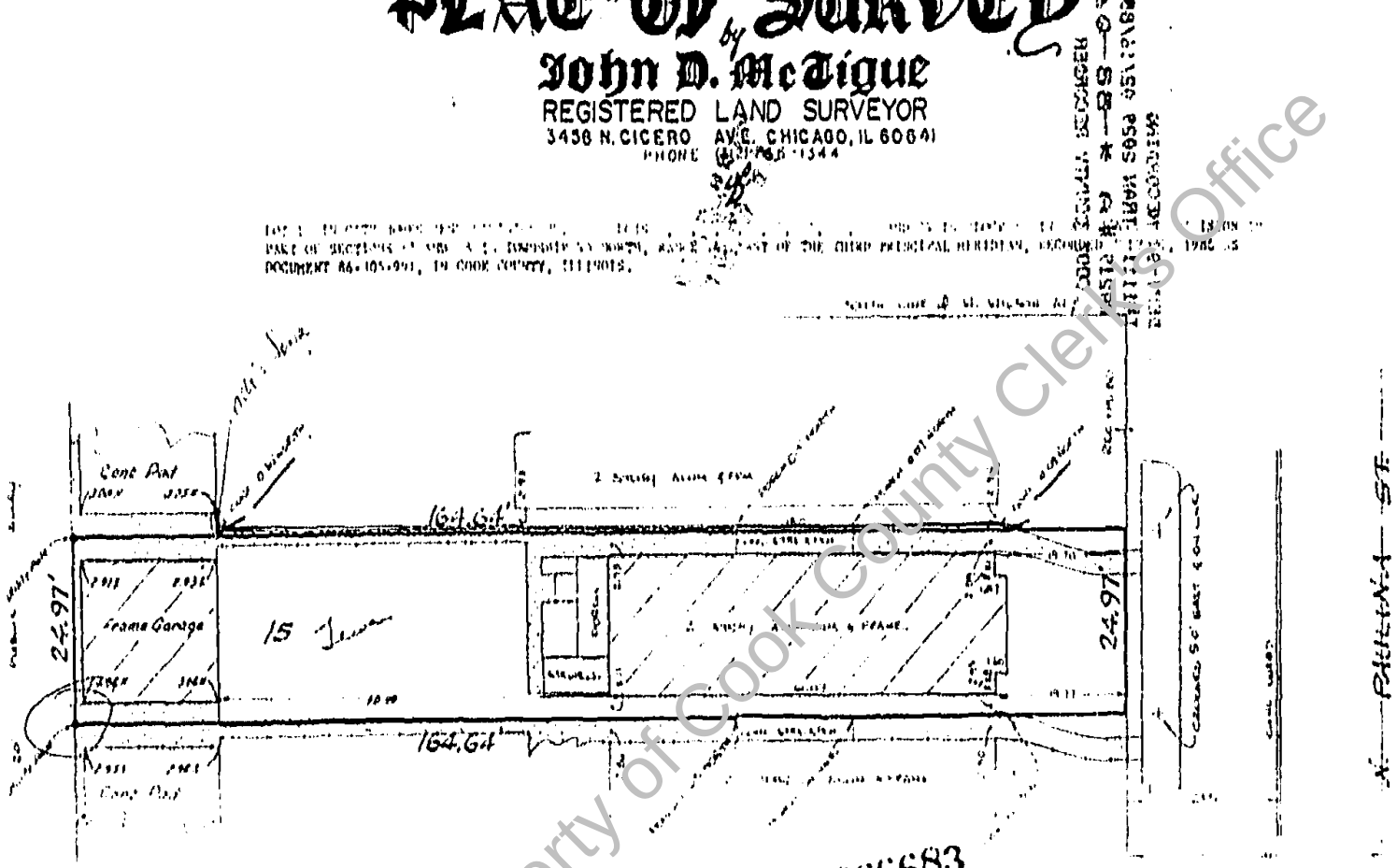
John D. McTigue

REGISTERED LAND SURVEYOR

3456 N. CICERO AVE. CHICAGO, IL 60641

PHONE [illegible]

[illegible] PART OF SECTIONS [illegible] TOWNSHIP [illegible] NORTH, RANGE [illegible] EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED [illegible] AS DOCUMENT 86-105-991, IN COOK COUNTY, ILLINOIS.



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LEGEND:

FENCE

WD.=WOOD – C.L.=CHAIN LINK

N.F.=NORTH FACE – S.F.=SOUTH FACE

I.P.=IRON PIPE – I.R.=IRON ROD

SCALE: 1 INCH EQUALS 15 FEET

Distances are marked in feet and decimal parts thereof.

ORDERED BY: City Herald

DRAWN BY: [illegible]

SURVEYED BY: HG

ORDER NO.: 884067-15

STATE OF ILLINOIS
JOHN D. McTIGUE
No. 2230
REGISTERED LAND SURVEYOR

STATE OF ILLINOIS } S.S.
COUNTY OF COOK }

I, JOHN D. Mc TIGUE, 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.

CHICAGO, ILLINOIS, DATED THIS 8th DAY OF November, A.D. 19[illegible]

BY: John D. McTigue
ILLINOIS REGISTERED LAND SURVEYOR NO. 2230

EXHIBIT B

88066683

MAIL

DEPT-01 RECORDING $18.00
T#1111 TRAN 2029 02/16/88 12:01:00
#4219 # A *-88-066683
COOK COUNTY RECORDER