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RELEASE OF EASEMENT

70-41-397 D4
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KNOW ALL MEN BY THESE PRESENTS, that COLE TAYLOR BANK/MAIN, f/k/a MAIN BANK OF WHEELING, as Trustee under Trust Agreements dated October 21, 1968, and known as Trust Numbers 631 and 632, for and in consideration of ONE DOLLAR, and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby release the Easement recorded as Document 14967366, being an easement for a certain drainage pipe or tile running from the house which was standing on a certain parcel of real estate described hereinafter, and in support thereof states as follows:

That on December 4, 1950, an Agreement was entered into by and between Mary Gore, a widow, being the owner of Parcel 1, legally described as follows:

The South 135.16 of Lot 1 (except the West 2007.59 feet thereof) in Henry Grandt and Others Subdivision of part of Section 12 and 13, Township 42 North, Range 11, East of the 3rd P.M., according to the plat thereof recorded January 29, 1923, as Document Number 7790590, in Cook County, Illinois,

and Fred William Wolf and Marie E. Wolf his wife, being the owners of Parcel 2, legally described as follows:

The South 381.25 feet of Lot 1 (except the West 2007.59 feet thereof and except the South 135.16 thereof) in Henry Grandt and Others Subdivision of part of Section 12 and 13, Township 42 North, Range 11, East of the 3rd P.M., according to the plat thereof recorded January 29, 1923, as Document Number 7790590, in Cook County, Illinois.

which established an Easement for a certain drainage pipe or tile running from the house standing, at that time, on Parcel 2, and running over and across Parcel 1, both hereinabove described, for the use and benefit of the owner of Parcel 2 and their successors in title as the owners from time to time of Parcel 2, to be and remain appurtenant to Parcel 2 during the existence of the house which was then standing on Parcel 2, and for the maintenance of said drainage tile or pipe at the expense of the owners of Parcel 2; and

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Vacant Ppty located on the West side of Milwaukee Ave,
north of Hinky Road

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Property of Cook County Clerk's Office

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Said Easement includes the rights of the owners of Parcel 2 to enter into and upon Parcel 1 for the purpose of making any necessary repairs upon said drainage tile or pipe but that any such repairs shall be done and performed without any damage to the improvements then in existence on Parcel 1.

That presently the owner of both parcels referred to hereinabove is COLE TAYLOR BANK/MAIN, f/k/a MAIN BANK OF WHEELING, as Trustee under Trusts dated October 21, 1968, and known as Trust Numbers 631 and 632. Said owner is contemplating a sale of a certain portion of the property to PARKWAY BANK & TRUST COMPANY, as Trustee under Trust #8628, the legal description of said portion of property is as follows:

That part of Lot 1 in Henry Grandt and Others Subdivision of part of Sections 12 and 13, Township 42 North, Range 11, East of the 3rd P.M., according to the plat thereof recorded January 29, 1923, as Document 7790590, described as follows: Beginning at the intersection of the center line of Milwaukee Avenue and a line 320.0 feet South of and parallel with the North line of said Lot 1, as measured perpendicular to the North line of said Lot 1; thence West along said parallel line a distance of 443.37 feet; thence South along a line parallel with the center line of Milwaukee Avenue, a distance of 194.30 feet; thence East along a line parallel with the North line of said Lot 1, a distance of 443.37 feet to the center line of Milwaukee Avenue; thence Northwesterly along said center line 194.30 feet to the point of beginning, in Cook County, Illinois.

That the present owner has owned the property since on or before October 21, 1968, and that on or about June 10, 1984, they caused the buildings and structures referred to in that certain Easement Agreement dated December 4, 1950, to be demolished and destroyed. By its own terms the Easement Agreement was terminated on the demolition of the improvements on Parcel 2.

NOW THEREFORE, COLE TAYLOR BANK/MAIN, as Trustee under Trust Agreement dated October 21, 1968, and known as Trusts Number 631 and 632, does hereby release, terminate and extinguish the Easement Agreement dated December 4, 1950, and recorded December 6, 1950, in the Cook County Recorder's Office, as Document 14967366.

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IN WITNESS WHEREOF, the aforesaid COLE TAYLOR BANK/MAIN, has caused its corporate seal to be affixed, and these presents to be signed by its Vice President and attested to by its Assistant Secretary, this 2nd day of January, 1988.

COLE TAYLOR BANK/MAIN, as Trustee
aforesaid and not personally,

By: Carol L. Ennis
Vice President

Attest:

Phyllis Lindstrom
Assistant Secretary

STATE OF ILLINOIS
COUNTY OF COOK

EXHIBITION OF THIS INSTRUMENT TO ME DOES NOT CONSTITUTE A NOTARIAL ACT AND I AM NOT A NOTARY PUBLIC. MY COMMISSION EXPIRES 12/31/88.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Carol L. Ennis being the Vice President of COLE TAYLOR BANK/MAIN, and Phyllis Lindstrom being the Assistant Secretary of said Bank, 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, as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did then and there acknowledge that said Assistant Secretary as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set froth.

Given under my Notarial Seal this 22nd day of February, 1988.

" OFFICIAL SEAL "
LINDA L. HORCHER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/31/88

Linda L. Horcher
Notary Public

Prepared by and Mail to:

Semmelman & Bertucci, Ltd.
191 E. Deerpath Rd.
Lake Forest, IL. 60045

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Cole Taylor Bank/Main or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

COLE TAYLOR BANK/MAIN

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