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## LICENSE AGREEMENT

This License Agreement is made between MICHAEL R. FLYNN and KATHRYN C. FLYNN hereinafter referred to as Grantor and, ROBERT L. ZELENIK and CYNTHIA M. ZELENIK, his wife, (hereinafter referred to as the "Grantee"). The following recitals of fact and material part of this instrument:

a. The Grantor is the owner of a tract of land described as follows and hereinafter referred to as "Parcel 1":

LOT 23 IN WEATHERSFIELD UNIT 2, BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1959 AS DOCUMENT NUMBER 17587718, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-20-311-004-0000. *EAO*

Common Address: 1915 W. Schaumburg, Illinois

b. The Grantee is the owner of a tract of land described as follows and hereinafter referred to as "Parcel 2":

LOT 24 IN WEATHERSFIELD UNIT 2, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1959 AS DOCUMENT NUMBER 17587716, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-20-311-005-0000. *EAO*

Common Address: 1921 W. Schaumburg, Illinois

c. The Grantor wishes to grant and the Grantee wishes to

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receive a license over, under and across that part of Parcel 1 described as follows and hereafter referred to as "the licensed premises".

See survey delineating the licensed premises attached hereto and made part hereof and known as Exhibit "A".

NOW, THEREFORE for and in consideration of TEN (\$10.00) DOLLARS and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. GRANT OF LICENSE. The Grantor hereby grants to the Grantee, his heirs and assigns, a license to maintain the wood fence as presently constructed and located.

2. USE OF LICENSED PREMISES. Exclusive use of the licensed premises is hereby granted during the term of the license.

3. WARRANTIES OF TITLE. Grantor warrants that he has good and indefeasible fee simple title to the licensed premises subject only to the following permitted title exceptions: Mortgage, (if any) as indicated in the public records, building set-back lines, easements for public utilities, covenants and restrictions of record.

4. RUNNING OF BENEFITS AND BURDENS. All provisions of this instrument, including the Benefits and Burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

5. ATTORNEY FEES. Either party may enforce this instrument by appropriate action and shall be entitled to reasonable costs and fees and enforcing same.

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6. CONSTRUCTION. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on the Grantee is carried out.

7. TERMINATION OF LICENSE. This License Agreement shall automatically terminate and be of no force and effect in the event that portion of the wood fence constructed on the licensed premises is removed, torn up and/or relocated.

IN WITNESS WHEREOF the Grantor and the Grantee have here onto set their hands and seals this 2nd day of April, 1988.

GRANTOR:

Michael R. Dyer  
Suzanne D. Dyer

GRANTEE:

[Signature]  
[Signature]

Prepared by: Harvey L. Teichman, 6300 N. River Road, Suite 314,  
Rosemont, Illinois 60018

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DEPT-01 RECORDING \$13.25  
TR2222 TRAN 7139 06/17/88 13:07:00  
#7673 # B \*-88-266234  
COOK COUNTY RECORDER

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RETURN TO

DEAN SNYDER

189 HAPP RD

NORTHFIELD, IL 60093