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DISCLAIMER OF INTEREST AND LICENSE AGREEMENT

WHEREAS, Egisto and Nellie Baldocchi are the owners of that certain parcel of real estate hereinafter referred to as Parcel 1 located at and commonly known as 2630 N. New England, Chicago, Illinois, and legally described as follows:

The South 5 Feet of Lot 9 and all of Lot 10 in Block 3 in E. E. Reeds Mont Clare Subdivision, being a Subdivision of the West Half of the East Two Thirds of the East Half of the South West Quarter of Section 30, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

WHEREAS, Andres Barriga and Guadalupe Barriga are the owners of that certain parcel of real estate hereinafter referred to as Parcel 2 located to the north of and adjacent to Parcel 1; and

WHEREAS, said Parcels 1 and 2 are abutting properties, having a common boundary which is the North line of said Parcel 1 and the South line of said Parcel 2; and

WHEREAS, a Plat of Survey prepared by Northwest Survey Service dated October 16, 1989 discloses that a metal siding garage belonging to Parcel 2 encroaches onto Parcel 1 by approximately 10.0 inches at its west end and approximately 6.5 inches at its east end and that said garage is approximately 20.5 feet in length; and

WHEREAS, the same Plat of Survey discloses that a chain link fence, which by the location of its posts appears to belong to Parcel 2, encroaches onto Parcel 1 by approximately one foot 8.6 inches at its west end and approximately 5.5 inches at its east end and that said fence is approximately 50 feet in length;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the owners of Parcel 2, together with their successors, heirs, transferees and assigns, hereby disclaim any right, title or interest of any kind or nature in and to that portion of said Parcel 1 on which the encroachment rests as heretofore described; and further hereby relinquish to the owner of Parcel 1, and their successors, heirs, transferees and assigns, forever, any right of action which they may now have or in the future may have, by right of adverse possession, prescription, or otherwise to the property on which the encroachments rest.

NOW, THEREFORE, in consideration of the promises heretofore made and the disclaimer contained above, the owners of Parcel 1, together with their successors, heirs, transferees and assigns, grant a revocable license to maintain the said encroachment on Parcel 1. Should the existing garage or fence be either removed, substantially damaged, destroyed or otherwise cease to exist, the license heretofore granted shall terminate.

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IT IS FURTHER AGREED that the owner of Parcel 1 will take no action of any kind, legal or equitable, to require the owner of Parcel 2 to remove the garage or fence, except upon the sale of Parcel 1 by Seamus Hughes and Noreen Hughes, this license shall automatically terminate.

The owners of Parcel 2, together with their successors, heirs, transferees and assigns agree to maintain the encroaching garage and fence and otherwise keep them in good repair.

DATED: October 31, 1989

Licensors:

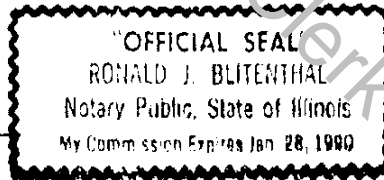
Egisto Baldocchi
Noreen Baldocchi

Licensee:

Andrew J. Blitenthal
Successor to [unclear]
Franklin Park, Ill.
APN 100-101-016-07

SUBSCRIBED and SWORN to before me this 31st day of October, 1989.

Ronald J. Blitenthal
Notary Public



PREPARED BY:

RONALD J. BLITENTHAL
9702 W. Grand Ave.
Franklin Park, Illinois 60131

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