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**PLAY WITH THIS DOCUMENT**

89-556535

**AGREEMENT**

**THIS AGREEMENT** made and entered into this 17<sup>th</sup> day of April, 1989 by and between and between **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO** ("Grantor"), not individually but solely as Trustee under Trust Agreement dated April 8, 1983 known as Trust No. 64017 and **PHILLIP KUPRITZ** ("Grantee").

**WITNESSETH**

**WHEREAS**, the Grantor is the holder of the legal title to the Condominium Unit 212E (Unit 212E) of 727 South Dearborn, Chicago, Illinois 60605 of Printer's Row Condominium, legally described in Exhibit A attached hereto and made a part hereof and Grantee is the owner of Unit 212W (Unit 212W), legally described in Exhibit B and made a part hereof, both Units being subject to the Declaration of Condominium Ownership and Easement of Restrictions and Covenants for Printer's Row Condominium recorded on March 9, 1980 as document number 25396708 and amended by document numbers 25407402 and 25502261 and 25511667 (the "Declaration") and

**WHEREAS**, Units 212E and 212W were created by an amendment to the Declaration dated October 2, 1989 and recorded as document no. 89-484879, which divided the original Unit previously commonly known as Unit 212, and

**WHEREAS**, as a result of said division the entire vestibule area (the "Vestibule") which is the sole means of access to the common hallway, was made a part of Unit 212E. Such Vestibule is depicted on the survey attached hereto as Exhibit C and made a part hereof; and

**WHEREAS**, the Grantor desires to provide for the right of the Grantee to use the Vestibule and any facilities constructed thereon; and

**WHEREAS**, the Grantor desires to create and convey to the Grantee by this Agreement certain perpetual easements to run with the land, over, in, upon, across and through the Vestibule area and to provide for the maintenance of the Vestibule.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, both parties agree and declare the aforementioned Units and all portions thereof, are and shall continue to be held, transferred, sold, conveyed, used and occupied subject to the covenants, provisions, restrictions, easements and charges hereinafter set forth.

1. Grantor does hereby grant to Grantee, its successors and assigns, a perpetual, non-exclusive easement within the Vestibule for ingress and egress from the common hallway to Unit 212W.

2. Grantor does hereby covenant and agree that Grantee shall have the right to enter into and upon the Vestibule in order that Grantee may make use of the common area as a reception room or other similar purpose as well as a means of access to Grantee's Unit.

3. Grantee shall indemnify and hold harmless Grantor from any liability for injury or damage to person or property resulting from the covenants and easements created herein, arising from the acts or neglect of Grantee, its successors, assigns, and their respective employees, agents and invitees.

4. The easements granted herein are perpetual easements appurtenant and together with the covenants and agreements contained herein, including the benefits and burdens, shall run with the land perpetually; they shall at all times inure the benefit of and be binding to the parties and their respective grantees, mortgagors and purchasers and their respective heirs, successors, personal representatives or assigns and all persons now and hereafter acquiring any interest in the units. The easements shall inure to the benefit of the tenants, guests, invitees

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and licensees of the owner's of Units 212W and 212E or any portions thereof and to said owner's employees, agents, contractors and subcontractors performing construction or maintenance or improvements to be constructed thereon.

6. Whenever a transfer of ownership of either unit or portion thereof occurs, the transferor shall not be liable hereunder for any breach of any covenant by the transferee occurring thereafter.

6. Both parties shall share equally in the costs of utilities, services, maintenance, replacement and repairs of the Vestibule. In the event either party fails to jointly share in the aforementioned charges or costs, the other party shall have the right to perform maintenance or pay for utility or other services. A party who has performed maintenance or paid charges in accordance with this paragraph shall send a statement to the other party showing that party's share of the cost or charges, such share shall become due and payable within fifteen (15) days after receipt of said statement.

7. A party who fails to pay its share of any costs when due pursuant to this Agreement shall also be liable for costs of litigation and reasonable attorneys fees incurred by the other party in the collection of the defaulting party's share, plus interest on the unpaid share from the due date until payment of the lessor of 1) an annual rate of 14 percent or 2) the maximum non-usurious rate.

8. Unless otherwise included in the Condominium Assessments, Grantee shall pay before delinquent, at its sole cost and expense, all utilities and services charged or attributable to Unit 212W. If any services or utilities are not separately metered to Unit 212W, Grantee shall pay to Grantor, its allocable share of the combined costs, expenses and charges based on the proportion thereon which Grantee's estimated usage (as reasonably determined by Grantor) bears to the total usage served in the area covered by such combined costs, expenses and charges.

9. Each party shall be responsible for obtaining and paying for comprehensive public liability insurance including liability for injuries and deaths of persons and property damage and his own insurance on the contents of his individual unit as well as insurance for the Vestibule including their respective improvements thereto and decorating, furnishings and personal property thereon.

10. All notices, demands, elections or other instructions required, permitted or desired to be served hereunder shall be in writing and shall be delivered in person or mailed certified or registered mail, post date prepaid, addressed as listed below.

To Grantor: Marshall Silver  
714 S. Dearborn, Unit 3  
Chicago, IL. 60605

Copy to: Christine A. Zyzda, Esquire  
Marks, Marks and Kaplan, Ltd.  
30 N. LaSalle Street  
Suite 3040  
Chicago, IL. 60602

To Grantee: Phillip Kupritz  
714 S. Dearborn  
Chicago, IL. 60605

Copy to: John Wojteczko, Esquire  
17 W. Washington Street  
Suite 1119  
Chicago, IL. 60602

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11. This Agreement is executed by American National Bank and Trust Company of Chicago as Trustee under Trust No. 64017 as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said American National Bank and Trust Company of Chicago to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

All references to Phillip Kupitz shall also include by reference Lois Kupitz

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

GRANTOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as Trustee under Trust Agreement dated April 8, 1965 and known as Trust No. 64017

Attest: [Signature]

By: [Signature]

VICE PRESIDENT

I S: \_\_\_\_\_

GRANTEE:

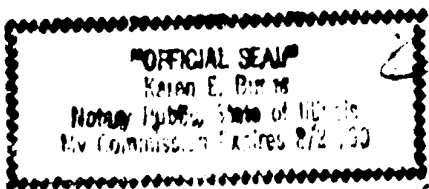
By: [Signature]

Phillip Kupitz

By: [Signature]  
Lois Kupitz

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by ~~Charles Robert Foley~~ and ~~\_\_\_\_\_~~ VICE PRESIDENT and \_\_\_\_\_ respectively, of American National Bank and Trust Company of Chicago, a national banking association, as trustee, as aforesaid, on behalf of said banking association.



Notary Public

Prepared & mail to John C. Wojtowicz  
77 W Washington, Ste 1119  
Chicago IL 60602

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EXHIBIT "A"

## LEGAL DESCRIPTION

UNIT 212W IN PRINTER'S ROW CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 3, 4, 9, 10, 15 AND 16 (EXCEPT FROM SAID LOTS THAT PART TAKEN OR ~~TO~~ FOR DEARBORN STREET AND PLYMOUTH COURT) IN KALLACE AND OTHER'S SUBDIVISION OF BLOCK 135 IN SCHOOL SECTION ADJUTION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS 'EXHIBIT A' TO THE DECLARATION OF CONDOMINIUM RECORDED ON MARCH 19, 1980 AS DOCUMENT NUMBER 25,396,708, TOGETHER WITH THE RESPECTIVE INDIVIDUAL PERCENTAGE INTEREST IN SAID PARCEL APPURTENANT TO SAID UNIT (EXCEPTING THEREFROM ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

Property:

727 S. Dearborn, Unit 212W, Chicago, IL 60605

PTN:

17-16-407-021-1072

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## EXHIBIT "B"

### LEGAL DESCRIPTION

UNIT 212 E, IN PRITZER'S ROW CONDOMINIUM, AS INDICATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 3, 4, 9, 10, 15 AND 16 (EXCEPT FROM SAID LOTS THAT PART TAKEN OR USED FOR GRANDVIEW STREET AND PLYMOUTH COURT) IN WALLACE AND JENSEN'S SUBDIVISION OF BLOCK 135 IN SCHOOL SECTION ADJACENT TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS 'EXHIBIT A' TO THE DECLARATION OF CONDOMINIUM RECORDED ON MARCH 19, 1980 AS DOCUMENT NUMBER 25, 396, 700, TOGETHER WITH THE RESPECTIVE INDIVIDUAL PERCENTAGE INTEREST IN SAID PARCEL APARTMENT TO SAID UNIT (EXCEPTING THEREFROM ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY.

Property:

727 S. Dearborn, Unit 212E, Chicago, IL

PTN:

17-16-407-021-1072

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COOK COUNTY RECORDER

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