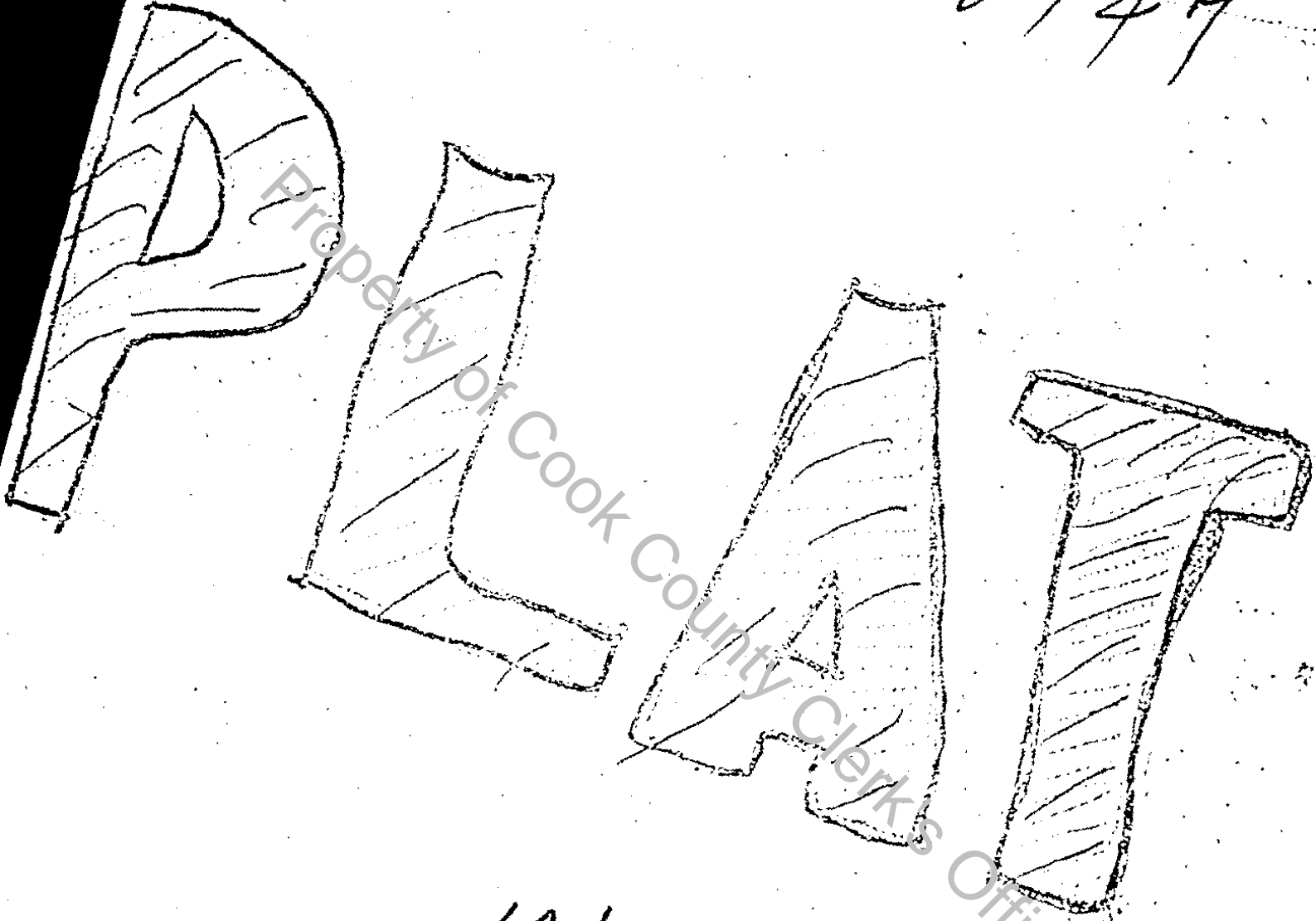


UNOFFICIAL COPY

915204

91520447



10/4/91

72-59-963 DB
10-7-91
N

10 3 91
Lm

2 of 2

\$61-

91520447

LICENSE AGREEMENT

This License Agreement is made this 21st day of April, 1991, by Bank of Ravenswood, as trustee under trust agreement dated July 7, 1989 and known as trust number 25-10207 (hereinafter referred to as "LICENSOR"), and the 4710-12 Paulina Condominium Association (hereinafter referred to as "LICENSEE") and both sometimes referred to as the "Parties hereto":

The following recitals of fact are a material part of this instrument:

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

THE SOUTH 30 FEET OF LOT 4 IN BLOCK 1 IN PARK ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 1 ACRE OF THE NORTH END OF SAID PREMISES) IN COOK COUNTY, ILLINOIS. 14-18-204-027
4716 N. PAULINA, CHGO, IL

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

LOT 3 IN BLOCK 1 IN PARK ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 14-18-204-028
4710-12 N. PAULINA, CHGO, IL

C. The Licensor hereby grants and the Licensee hereby accepts a license over and across that part of Parcel 1 described as follows and hereinafter referred to as the "Premises":

THE SOUTH 2.15 FEET OF THE WEST 7.50 FEET OF THE EAST 30.0 FEET OF LOT 4 IN BLOCK 1 IN PARK ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST

First Chicago Trust Company of Illinois is the Successor Trustee to First Chicago Bank of Ravenswood, formerly known as Bank of Ravenswood and all references within this document to Bank of Ravenswood shall be deemed to mean First Chicago Trust Company of Illinois.

1991 APR 21 PM 1:57

91520447

91520447

OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

All of said legal descriptions are shown in the plat of survey attached hereto as Exhibit "A" and incorporated by reference herein.

NOW, THEREFORE, in consideration of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. **GRANT OF LICENSE:** The Licensor hereby grants to the Licensee, his heirs, successors and assigns, a license appurtenant to Parcel 2, for the construction, maintenance and repair of a masonry chimney over and upon the Premises.

2. **USE OF LICENSE:** Use of the premises is confined to the unit owners, tenants, residents, guests, invitees, agents and servants of Parcel 2 and is for the purposes of constructing, maintaining and repairing a masonry chimney.

3. **RELOCATION OF PREMISES:** Licensor may relocate the structure on Parcel 1 and Licensee may relocate the structure on Parcel 2 at any time so long as this License is retained.

4. **MAINTENANCE OF PREMISES:** Licensor and Licensee hereby agree that the Licensee shall be responsible for the maintenance of the Premises.

5. **MISCELLANEOUS AND EXECUTION:**

A. **NON-WAIVER OF COVENANTS:** No covenant, restriction, condition, obligation or provision contained in this Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

B. **SUCCESSORS AND ASSIGNS:** Each grantee of the Parties hereto, and each subsequent grantee, by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts said deed or contract subject to all

restrictions, conditions, covenants, licenses, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Agreement and shall be deemed to have agreed to perform all undertakings and to be bound by all agreements and covenants imposed on him by this Agreement. All rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the property, and shall inure to the benefit of such grantee or purchaser in like manner as though the provisions of this Agreement were recited and stipulated at length in each and every deed of conveyance or contract for conveyance. All rights granted specifically to the Parties hereto under this Agreement shall be binding upon the successors and assigns of said Parties hereto.

C. ENFORCEMENT: Any violation on the part of an owner of Parcel 1 or Parcel 2 of any of the restrictions, covenants, terms or conditions of this Agreement to be kept, observed or performed by him and which will or is likely to result in damages which are irreparable or impossible of ascertainment, then any other owner of either of said parcels is hereby granted the right to prevent or remedy any such threatened or actual violation on the part of any owner of the other parcel, or the further continuation of any such violation, as the case may be, by means of injunctive proceedings or other legal remedies. The various rights and remedies herein granted shall be in addition to all other rights and remedies which may be available. All said rights and remedies may be exercised either concurrently or consecutively or partly concurrently and partly consecutively as the case may be.

D. SURVIVAL: If any term, provision, covenant, license, agreement or condition in this Agreement shall be or be held invalid, whether in general or as to any particular situation or circumstance, the remainder of this Agreement and the applicability to any other situation or circumstance, as the case may be, shall not be invalidated or terminated thereby, but shall remain in full force and effect to all intents and purposes as though such invalid term, provision, covenant, license, agreement or condition had never been.

If any of the covenants or rights created by this Agreement would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common

91520447

law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States of America.

E. GENDER OF TERMS; NUMBERS: As used in this Agreement, the masculine shall mean the feminine or neuter and singular shall mean plural where the context requires to preserve the meaning of the appropriate provision. Owner shall mean the owner of either Parcel 1 or Parcel 2 and party or parties shall mean the owners of either of said parcels.

F. SUPERIORITY: Anything herein to the contrary notwithstanding, nothing contained herein shall be construed to supersede any ordinance of the City of Chicago, Illinois, affecting the property or any portion thereof.

G. NO PERSONAL LIABILITY OF TRUSTEE: This Agreement is executed by the Licensor and Licensee not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder by said Parties (whether or not the same, are expressed in the terms of covenants, promises or agreements) are undertaken by it solely as Trustee under said Trust Agreement and not individually. No personal liability shall be asserted or be enforceable against Bank of Ravenswood, incorporated by reason of the terms, provisions, stipulations, covenants and agreements contained herein.

H. LAWS OF ILLINOIS: This Agreement shall be construed in conformity with the laws of the State of Illinois and in accordance with the usage in said State of Illinois regarding easements. 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 to the Licensee is carried out.

1) The purpose of this Grant of License is to provide for the construction, maintenance and repair of a masonry chimney for Parcel 2 over the portion of the land referred to as the Premises which is a portion of Parcel 1.

2) The dominant tenement shall be considered to be the structure located on Parcel 2 and not the land on which said

91520447

structure rests. Demolition of said structure shall terminate this easement.

I. NOTICE: Any notice required or desired to be given under the provisions of this Agreement to any owner shall be deemed to have been properly delivered when deposited in the U.S. mail, postage prepaid, directed to the last known person who appears as an owner or other person, at the last known address for each such person which is publicly listed if other than the address of the parcel.

First Chicago Bank of Ravenswood, trustee
under trust agreement dated July 7, 1989
and known as Trust No. 25-10207.

Trustee Exculpation.

This Declaration is executed by First Chicago Bank of Ravenswood, as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as Trustee, and First Chicago Bank of Ravenswood, hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that First Chicago Bank of Ravenswood, as Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the titleholding interest and the trust estate under said Trust No. 25-10207 to the terms of this Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by First Chicago Bank of Ravenswood, as Trustee as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 25-10207 or their successors, and not by First Chicago Bank of Ravenswood either personally or as such Trustee; and further, that no duty shall rest upon said Trustee to sequester trust assets, rentals, avails, or proceeds of any kind or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this agreement, except where said Trustee is acting pursuant to directions as provided by the terms of said Trust No. 25-10207 and after the Trustee has first been supplied with funds required for the purpose. In the event of any conflict between

91520447

UNOFFICIAL COPY

9 1 5 2 0 4

the terms of this paragraph and of the remainder of the Declaration on any question of apparent liability or obligation resting upon said Trustee, the exculpatory provisions hereof shall be controlling.

IN WITNESS WHEREOF, BANK OF RAVENSWOOD, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

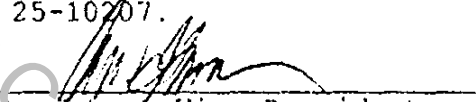
LICENSEE: 4710-12 Paulina Condominium Assoc.

BY: 

LICENSOR:

Bank of Ravenswood, trustee under trust agreement dated July 7, 1989 and known as trust number 25-10207.

ATTEST: 
Assistant Secretary

BY: 
Assistant Vice President

MAIL TO:
THIS INSTRUMENT PREPARED BY:
MICHAEL BROWN
2950 N. LINCOLN AVENUE
CHICAGO, ILLINOIS 60657

UNOFFICIAL COPY

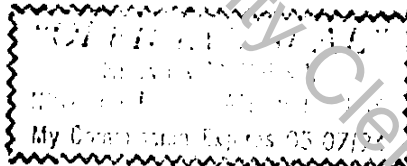
9 1 5 2 0 4

State of Illinois)
)SS
County of Cook)

Silvia Medina

I, Silvia Medina, a Notary Public in and for the County and State aforesaid, do hereby certify that MARIO V. GOTANCO, ^{Asst.} Vice President of First Chicago Bank of Ravenswood and Jim Higl, Assistant Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Trust Officer 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, and as the free and voluntary act of the Bank, for the uses and purposes therein setforth; and the said Assistant Trust Officer did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as his free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein setforth.

Given under my hand and Notarial Seal this 1st day of July, 1991.
Notary Public Silvia Medina
My Commission expires: _____



CLERK'S Office

91520417