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LICENSE AGREEMENT

WHEREAS, LORRAINE ANGELL, (hereinafter the "Licensor"), is the owner of a parcel of real estate legally described as:

THE SOUTH 90 FEET OF THE NORTH 400 FEET (AS MEASURED ON THE WEST LINE THEREOF) EXCEPT THE WEST 33 FEET THEREOF DEDICATED FOR ROAD PURPOSES, OF THE SOUTH 5 ACRES OF THE WESTERLY 8 ACRES OF THE EASTERLY 24 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Tax No. 09-28-307-060

Commonly known as 2329 Birch St., Des Plaines, Illinois, (hereinafter referred to as Parcel A); and,

WHEREAS, KARL E. ARONSON AND RITA K. ARONSON, his wife, (hereinafter referred to as "Licensee"), are the owners of a parcel of real estate purchased from Licensor in 1987 and legally described as:

THE NORTH 55 FEET OF THE SOUTH 145 FEET OF THE NORTH 400 FEET (AS MEASURED ON THE WEST LINE THEREOF) EXCEPT THE WEST 33 FEET THEREOF DEDICATED FOR ROAD PURPOSES, OF THE SOUTH 5 ACRES OF THE WESTERLY 8 ACRES OF THE EASTERLY 24 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Tax No. 09-28-307-059

Commonly known as: 2321 Birch St., Des Plaines, Illinois, (hereinafter referred to as Parcel B); and,

WHEREAS, certain improvements consisting of a concrete rear patio and concrete driveway situated on Parcel B encroach upon Parcel A as set forth on survey dated December 4, 1991, made by John M. Henriksen, a copy of which is attached hereto as Exhibit A and made part hereof by reference; and

WHEREAS, the parties desire to enter into an agreement to license the encroachments under certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. That the above and foregoing preamble are embodied herein as if fully set forth herein:

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2. That the Licensor, agrees to and hereby does grant a non-exclusive license to the Licensee to use for any lawful purpose those portions of Parcel A now actually encroached upon as shown on Exhibit A, in consideration of the fact that Licensor previously granted same or similar license to Licensee as inducement for Licensee to purchase Parcel B from Licensor and that the original document granting said license was subsequently lost after having been executed at the direction of Licensor by the record titleholder of Parcel A, i.e., the O'Hare International Bank, Trustee under Trust No. 71L141, and delivered to Licensor by said record titleholder.

3. That the Licensees hereby acknowledge that they do not now have, nor have ever had, any right, adverse or otherwise, to acquire title to any portion of Parcel A by reason of any one or more of said encroachments, or otherwise.

4. That this agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties in title hereto and shall run with the land of both Parcel A and Parcel B.

5. The parties agree that this License Agreement shall be revocable at any time by Licensor or its successors or assigns upon prior written notice from Licensor, its successors or assigns, to Licensee, its successors or assigns, at 2321 Birch St., Des Plaines, Illinois, requesting the physical separation and removal of said encroachments. As a condition precedent to either revocation of this agreement or Licensees' obligation to remove the encroachment, all contracting and costs of the physical separation shall be borne by the Licensor or Licensor's successor in interest.

6. This License Agreement shall be enforceable for the duration of time that Licensee uses that portion of the dominant parcel now encroached upon for any lawful purpose, or until this License Agreement is revoked by Licensor as herein provided.

7. That all obligations relating to the incidence of ownership of the specific area of Parcel A which is the subject of this agreement, including but not limited to insurance, real estate taxes and maintenance, shall be the obligation of the Licensor.

8. That any notice required to be given shall be served either:

- (a) By personal delivery to the Licensee, their successors or assigns; or

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- (b) By United States certified or registered mail, return receipt requested, postage prepaid, addressed to the Licensee, their successors or assigns at their last known address, which notice shall be deemed served upon deposit in the United States mail.

9. Licensor shall indemnify Licensee for any damages resulting from the following items only and none other: Mechanics Liens assessed on Parcel B as a result of the physical separation or removal of said encroachments, physical damage done to any portion of Parcel B as a result of the encroachment removal, and bodily injury during the progress of the physical separation and up to the completion of the work required to effect the actual removal of said encroachments.

10. That the prevailing party in any action to enforce this license agreement shall be entitled to recover from the party at fault, their damages, including reasonable attorneys' fees and costs.

11. It is the Licensor's intent that the license granted hereunder which benefits Parcel B shall run with the benefitted Parcel. It is also the Licensor's intent that the obligations of this license shall run with Parcel A.

12. Licensees hereby acknowledge that they have been informed that Licensor may sell or transfer ownership of Parcel A to a third party in the near future, and that the third party may elect immediate revocation of this Agreement. Licensor hereby acknowledges that said transfer, in addition to all other transfers of Parcel A, shall be subject to the terms, conditions, and obligations of this Agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement at Des Plaines, Illinois, this 16th day of December 1991.

LICENSOR:


Lorraine Angeli

LICENSEE:


Karl E. Aronson


Rita K. Aronson

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STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that LORRAINE ANGELL, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of December, 1991.

Catherine B. Marquis
NOTARY PUBLIC

My commission expires January 30, 1993

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STATE OF ILLINOIS }
COUNTY OF COOK } SS

BOX 333

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that KARL E. ARONSON and RITA K. ARONSON, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of December, 1991.

Catherine B. Marquis
NOTARY PUBLIC

My commission expires January 30, 1993

THIS INSTRUMENT PREPARED BY:

Mail to:
Catherine B. Marquis
Attorney at Law
1001 S. Lincoln Avenue
Park Ridge, Illinois 60068
(708) 692-9469

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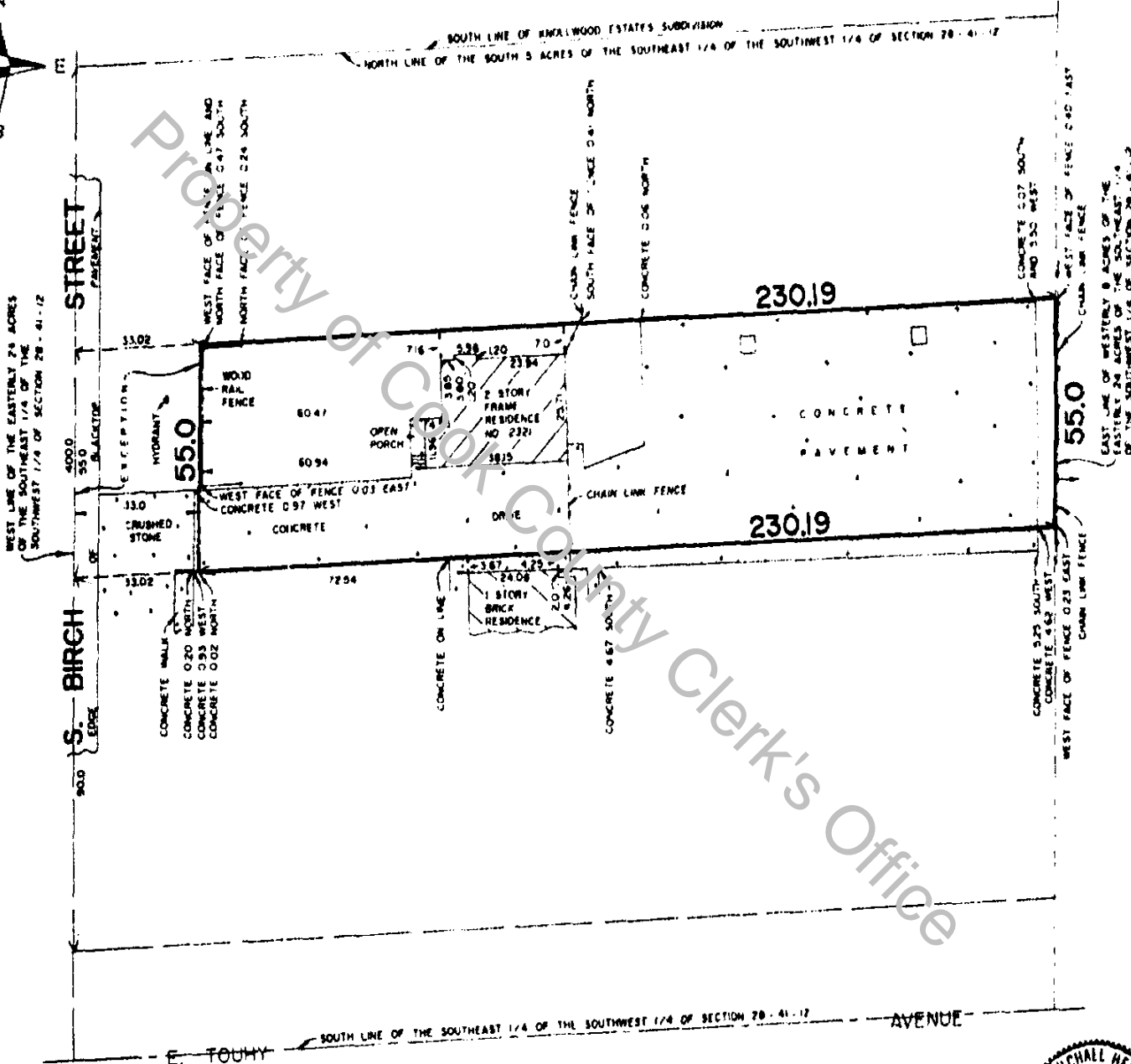
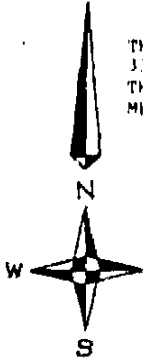
PLAT OF SURVEY

By

JOHN M. HENRIKSEN

OF

THE NORTH 55 FEET OF THE SOUTH 145 FEET OF THE NORTH 400 FEET (AS MEASURED ON THE WEST LINE THEREOF) EXCEPT THE WEST 31 FEET THEREOF DEDICATED FOR ROAD PURPOSES, OF THE SOUTH 5 ACRES OF THE WESTERLY 8 ACRES OF THE EASTERLY 24 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



ORDER NUMBER 911877
 DATE DECEMBER 4, 1991
 SCALE 1 INCH = 25 FEET
 ORDERED BY CATHERINE MARQUIS



- BUILDING LINES, IF ANY, SHOWN HEREON ARE BUILDING LINES SHOWN ON THE RECORDED SUBDIVISION PLAT. CONSULT LOCAL AUTHORITIES FOR BUILDING LINES ESTABLISHED BY LOCAL ORDINANCES.
- PLEASE CHECK LEGAL DESCRIPTION WITH DEED.
- COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DISCREPANCY IMMEDIATELY.
- DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

NO.	DESCRIPTION	BEARING	DISTANCE	AREA
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STATE OF ILLINOIS
 COUNTY OF COOK

I, JOHN MICHAEL HENRIKSEN, an Illinois Registered Land Surveyor, do hereby certify that I have surveyed the above described property and that the plat hereof drawn is a correct representation of said survey. Dimensions are shown in feet and hundredths and are correct at a temperature of 69° Fahrenheit.

John M. Henriksen
 ILLINOIS REGISTERED LAND SURVEYOR #2868

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