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FENCE LEASE AND EASEMENT AGREEMENT

I, OGNJANA TRIFKOVICH, and I, BILJANA TRIFKOVICH, are sole owners of a certain parcel of real estate commonly known as 4521 North Drake Street, Chicago, Illinois, and more fully described as follows:

LOT 33, IN BLOCK 3, IN A. HILL AND COMPANY'S NORTHWESTERN ELEVATED ROAD ADDITION, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
(PIN NO. 13 - 14 - 214 - 014)

(hereinafter referred to as "Parcel A") and whereas, JOSEPH F. FERGUS, and CATHERINE M. FERGUS, are sole owners of a certain parcel of real estate commonly known as 4523 North Drake Street, Chicago, Illinois, and more fully described as follows:

LOT 34, IN BLOCK 3 IN A.H. HILL & COMPANY'S NORTHWESTERN ELEVATED ROAD ADDITION, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
(PIN NO. 13 - 14 - 214 - 013)

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(hereinafter referred to as "Parcel B"), COOK COUNTY RECORDER is immediately adjacent to and north of Parcel A, and whereas owners of Parcel B have erected a wrought iron fence which is approximately three inches (3") more or less south of the north lot line of Parcel A and extends approximately ten feet (10') along the north lot line of Parcel A in an easterly direction from the west lot line of Parcel A, and whereas the owners of said fence desire to continue to maintain the fence in its present location, and whereas the owners of Parcel A are desirous of obtaining access to the north portion of Parcel A, which is immediately adjacent to and north of the building currently erected on Parcel A, said access to be over and upon the sidewalk (gangway) currently located on the southerly three feet (3'), more or less, of Parcel B.

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Now, therefore, in consideration of the foregoing the owners of Parcel A hereby grant the owners of Parcel B the right to keep said fence in its current location and to have access over and upon the north side of Parcel A for any necessary repairs and maintenance of said fence.

In consideration of being allowed to keep the fence in its current location the owners of Parcel B hereby grant the owners of Parcel A the right of access over and upon the south three feet (3') of Parcel B to allow access to the north portion of Parcel A, including the building thereon.

This Agreement shall commence 30 July 1993 and expire 29

P.T.
B.S.
K.J.
B.S.

2350
Jed

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July 1994. This Agreement is renewable from year to year commencing on the 30th day of July each year. Renewal shall be presumed unless either party shall serve written notice of non-renewal on the other party on or before 30 May of the current year.

All notices shall be in writing and shall be served on the party at the property address, unless notice has been served that a new address shall be used for notices in this Agreement. Notices may be by personal delivery, or by certified mail return receipt requested, postage pre - paid. The mailing of a notice by certified mail as provided hereunder shall be sufficient service when the notice is mailed.

In the event this Agreement is not renewed, the owner of Parcel B shall remove said fence not later than 29 July of the current year, and if owner of Parcel B fails to remove said fence, owner of Parcel A may remove said fence without further notice to owner of Parcel B, and cost of said removal and restoration of Parcel A shall be immediately due and owing to owner of Parcel A. Any costs, including without limitation any attorney's fees and court costs necessary for the collection of expenses incurred, may be included in any judgement. Furthermore, in the event this Agreement is not renewed, the owner of Parcel A shall no longer have right of access to said portion of Parcel B as described above after 29 July of the current year.

This Agreement shall inure to the benefit of, and be binding upon, the agents, employees, heirs, purchasers, successors, assigns, and personal representatives of the undersigned owners of Parcel A and Parcel B.

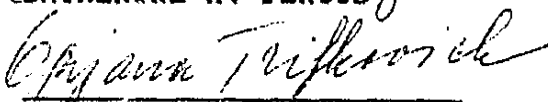
In Witness, whereof, the undersigned owners have hereunder set their hands and seal this 1st day of October, 1993 at Chicago, Illinois.


JOSEPH F. FERGUS

4523 N. Drake Street

Chicago, Illinois 60625


CATHERINE M. FERGUS


BILJANA TRIFKOVICH

4521 N. Drake St.
Chicago, Ill. 60625


BILJANA SEVIC

BILJANA SEVIC, formerly Biljana Trifkovich

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MR. MILAN TRIFKOVICH
ATTORNEY AT LAW
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