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AMENDED DRIVEWAY AND GARAGE EASEMENT

THIS GRANT OF EASEMENT is made this 15th day of July, 1994, by Anna M. Garapolo, of the Village of Oak Park, Illinois, (hereinafter referred to as the "Grantor"), and to Phillip Ellman and Leslie Pace-Ellman of 823 North Marion, Oak Park, Illinois (hereinafter referred to as the "Grantee").

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

WHEREAS, Grantor is the owner of certain real estate property in Oak Park, Cook County, Illinois legally described as follows:

THE SOUTH 70 FEET OF LOT 9 IN BLOCK 1 IN WILLIAM C. REYNOLD'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 16-06-300-018-0000

Commonly known as 817 N. Marion, Oak Park, Illinois.

Whereas, the Grantee owns certain real property in Oak Park, Cook County, Illinois legally described as follows:

LOT 9 (EXCEPT THE SOUTH 70 FEET THEREOF) IN BLOCK 1 IN WILLIAM C. REYNOLD'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 16-06-300-017

Commonly known as 823 N. Marion, Oak Park, Illinois

Whereas, Grantee wishes to purchase a perpetual easement over and upon the north three feet (3') of Grantors parcel for the purpose of constructing, maintaining and using a driveway and garage;

NOW THEREFORE, in consideration of Ten and No/100 Dollars ($10.00), each in hand paid to the other and in consideration of the mutual covenants and easements herein contained, it is agreed as follows:

1. Easements. Grantor hereby grants to Grantee, their heirs, executors, administrators, successors and/or assigns a perpetual easement for the construction, maintenance and use of a driveway and garage over the following described property for the use of pedestrian and vehicular traffic:

THE NORTH 3 FEET OF THE SOUTH 70 FEET OF LOT 9 IN BLOCK 1 IN WILLIAM C. REYNOLD'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2. Obstructions. The parties hereto agree not to obstruct, impede, or interfere, in the reasonable use of such roadway improvements and garage for the purpose of ingress and egress, and

vehicle storage.

3. Maintenance. Grantee shall be responsible for relocating any improvements currently within the easement of Grantee's expense and shall restore any damage done to Grantor's property following construction of the driveway and garage. Snow removal and maintenance expenses of the driveway and garage shall be paid by Grantee and their successors and assigns.

4. Effective term. This Agreement shall be binding upon the Parties hereto, their respective heirs, executors, administrators, successors, and assigns, as owners of the foregoing property.

GRANTOR:

Anna M. Garapolo

GRANTEE:

Phillip Ellman

Leslie Pace-Ellman

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Anna M. Garapolo, personally known to me to be the same person whose name 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, including the release and waiver of the right of homestead.

Given under my hand and notarial deal this 18 day of JULY, A.D. 1994.

OFFICIAL SEAL
JOYCE SCHIFFERT
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 21,1997

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Phillip Ellman and Leslie Pace-Ellman, 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, including the release and waiver of the right of homestead.

Given under my hand and notarial deal this 18 day of JULY, A.D. 1994.

OFFICIAL SEAL
JOYCE SCHIFFERT
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 21,1997

Notary Public

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