

BOX 333-CTI

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any other party. to any other party or (b) sale or transfer of Parcel 2 by Purchaser to and void in its entirety upon (a) sale or transfer of Parcel 1 by Seller of any Term. This Agreement shall automatically terminate and be null and void in its entirety upon (a) sale or transfer of Parcel 1 by Seller and void in its entirety upon (b) sale or transfer of Parcel 2 by Purchaser to any other party.

4. Term and Renewal: This Easement Agreement shall be for one twelve (12) month period ("Term") starting upon completion of the building at 2633-45 North Halsted, Chicago, but no later than November 1, 1995. This Agreement shall be automatically extended for successive twelve (12) month periods unless terminated by either party upon one hundred eighty (180) days advance written notice prior to the expiration of any Term. This Agreement shall automatically terminate and be null and void in its entirety upon (a) sale or transfer of Parcel 1 by Seller and void in its entirety upon (b) sale or transfer of Parcel 2 by Purchaser to any other party.

3. Consideration: In consideration of this Cross-Easement Agreement ("Easement Agreement"), Seller and Purchaser each agree to maintain and repair their respective portion of the asphalt parking lot on Parcels 1 and 2 respectively, and to comply with all governmental regulations, zoning laws, easements, building codes and local ordinances, permits or consents required for the parties' use thereof.

2. Easement Rights of Purchaser: For the consideration and on the terms and conditions hereinafter set forth, Purchaser hereby grants to Seller, its agents, employees, invitees, successors and assigns, subject to existing easements, rights of ingress and egress across and over the portion of Purchaser's real property described above as Parcel 2, for the sole purpose of using as an asphalt parking lot on a non-exclusive basis with Seller, its agents, employees, invitees, successors and assigns.

1. Easement Rights of Seller: For the consideration and on the terms and conditions hereinafter set forth, Seller hereby grants to Purchaser, its agents, employees, invitees, successors and assigns, subject to existing easements, rights of ingress and egress across and over the portion of Seller's real property described above as Parcel 1, for the sole purpose of using as an asphalt parking lot on a non-exclusive basis with Seller, its agents, employees, invitees, successors and assigns.

BOX 333-CTI

W I T N E S S E T H:

Parcel 1: See Exhibit A attached hereto  
Parcel 2: See Exhibit B attached hereto

Cross-Easement Agreement dated this 26th day of May, 1995, by and between North Halsted Street Associates, an Illinois general partnership (hereinafter referred to as "Seller") and American National Bank and Trust Company, not individually but as trustee under Trust Agreement No. 120359-03 and dated May 1, 1995 (hereinafter referred to as "Purchaser"), for use of a portion of the property legally described as follows:

CROSS-EASEMENT AGREEMENT

*Handwritten signature and date*

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5. Duty to Maintain: Each party shall maintain that portion of the premises covered by this Agreement and owned by such party in a neat and orderly fashion.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective on the aforementioned day and date as indicated by their signatures below.

Purchaser:

Seller:

By: [Signature]  
Its: Second Vice President

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Prepared by and upon recording send to:  
Charles L. Michon, Jr., Esq.  
Martin, Craig, Chester & Sonnenschein  
55 West Monroe Street, Suite 1200  
Chicago, Illinois 60603  
(312) 368-9700

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, and obligations and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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5. Duty to Maintain: Each party shall maintain that portion of the premises covered by this Agreement and owned by such party in a neat and orderly fashion.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective on the aforementioned day and date as indicated by their signatures below.

Purchaser:

Seller: *Holbert Street Associates, an Illinois  
limited liability company*

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: *[Signature]*  
Its: *[Signature]*

Prepared by and upon recording send to:  
Charles L. Michod, Jr., Esq.  
Martin, Craig, Chester & Sonnenschein  
55 West Monroe Street, Suite 1200  
Chicago, Illinois 60602  
(312) 368-9700

DEPT-01 RECORDING \$33.00  
146012 FROM 8/18 12/18/95 10:19:00  
33597 121 \*95-878439  
COOK COUNTY RECORDER

**BOX 333-CTI**

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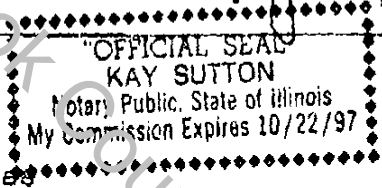
State of Illinois )  
County of Cook ) ss

I, Kay Sutton, a Notary Public in and for said state and county aforesaid, DO HEREBY CERTIFY, that Donald Lord, personally known to me to be the General Partner of North Halsted Street Associates, and 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 severally acknowledged that as such General Partner, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of \_\_\_\_\_ of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given my hand and seal this 26<sup>th</sup> day of May, 1995.

Kay Sutton  
Notary Public

My Commission Expires: \_\_\_\_\_



State of )  
County of )

~~I, \_\_\_\_\_, a Notary Public in and for said state and county aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of \_\_\_\_\_, and 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 severally acknowledged that as such \_\_\_\_\_, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of \_\_\_\_\_ of said corporation, as \_\_\_\_\_ free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.~~

~~Given my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1995.~~

~~Notary Public~~

~~My Commission Expires: \_\_\_\_\_~~

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# UNOFFICIAL COPY

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

I, \_\_\_\_\_, a Notary Public in and for said state and county aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of \_\_\_\_\_, and 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 severally acknowledged that as such \_\_\_\_\_, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of \_\_\_\_\_ of said corporation, as \_\_\_\_\_ free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

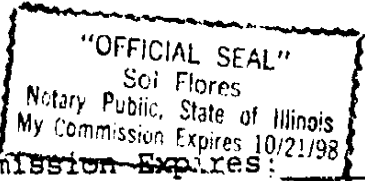
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

I, SOL FLORES, a Notary Public in and for said state and county aforesaid, DO HEREBY CERTIFY, that Peter Johansen personally known to me to be SECOND VICE PRESIDENT of AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, and 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 severally acknowledged that as such SECOND VICE PRESIDENT, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of \_\_\_\_\_ of said corporation, as \_\_\_\_\_ free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given my hand and seal this 26<sup>th</sup> day of May, 1995.



Sol Flores  
Notary Public

My Commission Expires: \_\_\_\_\_

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## EXHIBIT A

Parcel 1:

*see sketch*  
The ~~southerly~~ 13 feet of Lot 14 and Lots 12 and 13 in Block 2 in Deming's Subdivision of Lot "E" of Wrightwood, said Wrightwood being a subdivision of the South West Quarter of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook, County, Illinois.

*2651-57 N Haled  
Chicago*

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## EXHIBIT B

Parcel 2:

The northerly 19 feet of Lots 16, 17, 18, 19, 20 and 21 in Block 2 in Deming's Subdivision of outlot "E" of Wrightwood, said Wrightwood being a subdivision of the Southwest Quarter of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, and

The southerly 37 feet of Lots 12, 13, 14 and 15 in Block 2 in the subdivision of outlot "E" of Wrightwood, being a subdivision of the South West Quarter of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIA 2651-57 Halsted, Chicago

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