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TICOR TITLE BOX 15
DATE 2/1/95 COPIES 2
RECORDING FEE \$ 36.00

WHEREAS, Exhibit "A" to the Declaration of Condominium containing an error as to the location of the Condominium building in

Number 12989 in the original developer of both Parcel 1 and Parcel 21 and under Trust Agreement dated September 21, 1993 and known as Trust

condominium Act; and

and intends to submit the said property to the Illinois Cook County, Illinois (hereinafter referred to as Parcel 2), 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN

described parcel of real estate in the Village of Oak Lawn, County of Cook and State of Illinois;

and

37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS (hereinafter referred to as Parcel 1);

under Trust Agreement dated September 21, 1993 and known as Trust WHEREAS, Margotta National Bank and Trust Company as Trustee

MINNESAPOLIS : COOK COUNTY RECORDER

Paragraph 2.03 of the said Declaration of Condominium Ownership, 9, 1994, and this said Amendment is pursuant to the provisions of

made a part of the Declaration of Condominium Ownership and By-Laws, Reservations, Restrictions and Covenants for the Oaks of Oak

THIS FIRST AMENDMENT is intended to become incorporated and

FOR THE OAKS OF OAK LAWN CONDOMINIUMS
10418 50th KENTING AVE., OAK LAWN, ILL. 60453
PHASE I

AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS

FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP
SPECIAL AMENDMENT

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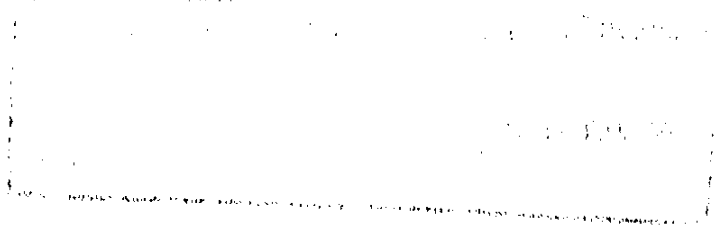
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relation to the exterior boundary of the property. The correct location is shown on Amended Exhibit "A", Page 1, attached hereto and is hereby substituted for the original Exhibit "A", Page 1 and

WHEREAS, driveway access to the parking lot and garage of both Parcel 2 and Parcel 1 would be limited to twelve (12) feet for each Parcel if the owner of each Parcel was not to grant an easement over the others adjoining twelve (12) feet of driveway; and

WHEREAS, the Trustee by executing this amendment hereby agrees that it shall include in the Declaration of Condominium Ownership for Parcel 2 an easement over the South 12 feet (except the West 10 foot thereof) of Lot 1;

NOW WHEREFORE:

1. the Trustee hereby grants unto Parcel 2 a perpetual, non-exclusive easement for pedestrian and vehicular access, ingress and egress over the North twelve (12) feet (except the West 10 foot thereof) of Parcel 1 as identified on the amended Exhibit "A", Page 1, which is attached hereto and is heretofore substituted for the original Exhibit "A", page 1; and

2. except as herein specified, said Declaration of Condominium Ownership is ratified and confirmed. In the event of any inconsistency between this Amendment and any of the provisions of the Declaration or By-Laws, this Amendment shall control.

IN WITNESS WHEREOF, the said Marquette National Bank and Trust Company, as Trustee, under Trust Agreement dated September 23, 1993, and known as Trust No. 12989, has caused this Trust Amendment to the By-Laws attached as Exhibit "C" to the Declaration of Condominium Ownership for the OAK OF OAK LAWN CONDOMINIUM ASSOCIATION to be executed this 24th day of JANUARY, 1995.

MARQUETTE NATIONAL BANK AND TRUST COMPANY
as Trustee aforesaid and not individually

It is expressly understood and agreed by and between the parties herein, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee, when in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the Trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Marquette National Bank, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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

MARQUETTE NATIONAL BANK

Vice President

Assistant Secretary

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of said Bank, 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 severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of JANUARY 1995

OFFICIAL SEAL of
BARBARA A. KANADET
Notary Public, State of Illinois
My Commission expires 12/15/96

Notary Public

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ASSISTANT TRUST OFFICER

ATTEN:

Vice President

By:

CORPORATE SEAL:

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WARRANT, the trustee by executing this amendment hereby agrees that it shall include in the declaration of condominium ownership for parcel 2 an easement over the south 12 foot (except the west 10 foot thereof) of lot 11

WARRANT, driveway access to the parking lot and garage of both parcel 2 and parcel 1 would be limited to twelve (12) feet for each parcel if the owner of each parcel was not to grant an easement over the other adjoining twelve (12) feet of driveway; and

and location to the exterior boundaries of the property. The correct location is shown on amended exhibit "A", page 1, attached hereto and is hereby substituted for the original exhibit "A", page 1.

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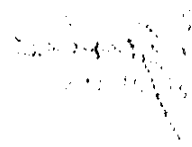
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STATE OF ILLINOIS)
1993
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that *[Signature]* personally known to me to be the Vice President of the Marquette National Bank and Trust Company, and *[Signature]* personally known to me to be the Assistant Secretary of said association, and 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 severally acknowledged that as such Vice President and Assistant Secretary of said association, and caused the corporate seal of said association to be affixed hereto, as their free and voluntary act and deed of said association, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24th day of January, 1993.

[Signature]

"OFFICIAL SEAL"
MARGARET K. CONNAGHAN
Notary Public, State of Illinois
My Commission Expires 3/12/96

CONSENT OF DEVELOPER

Patricia Duffy being duly sworn on oath deposes and states as follows:

1. He is a partner of Rosemont Development which is the developer of 10418 S. Keating Avenue, Oak Lawn, Illinois, a 21 unit condominium.
2. Paragraph 2.03 of the recorded Declaration of Condominium Ownership and Bylaws, Easements, Restrictions and Covenants for The Oaks of Oak Lawn Condominiums, Phase I, reserves for the Developer the right to amend the Plat of Survey as further data becomes available, without notice to any Unit Owner.
3. The purpose of this Special Amendment is to amend the Plat of Survey.
4. That as developer the undersigned has complied with the Illinois Condominium Property Act as amended as applicable

[Signature]

SUBSCRIBED and SWORN to before me this 24th day of January, 1993.

[Signature]
Notary Public

" OFFICIAL SEAL "
MARGARET K. CONNAGHAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/12/96
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