

UNOFFICIAL COPY

96013320

DRIVEWAY AGREEMENT

Whereas, Melrose Park National Bank, as Trustee under Trust Agreement dated September 18, 1984 and known as Trust No. 5679 is the owner of the premises commonly known as 1726 N. 22nd Street, Melrose Park, Illinois 60160 and legally described as:

230
20.00
ew

THE NORTH 1/2 OF LOT 206 IN NORTH AVENUE ADDITION TO MELROSE PARK, BEING A SUBDIVISION OF THE NORTH 63 ACRES OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- . DEPT-01 RECORDING \$23.50
- . T#0011 TRAN 9784 01/05/96 15:35:00
- . #8886 + RV *-96-013320
- . COOK COUNTY RECORDER
- . DEPT-10 PENALTY \$20.00

P.I.N. 15-03-110-055

Whereas, Vito M. Caporusso and LouAnn Caporusso, are the owners of the premises commonly known as 1724 N. 22nd Street, Melrose Park, Illinois 60160 and legally described as:

THE SOUTH 1/2 OF LOT 206 IN NORTH AVENUE ADDITION TO MELROSE PARK, BEING A SUBDIVISION OF THE NORTH 63 ACRES OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 15-03-110-056

Whereas, the owners of the above described premises acknowledge that there currently exists a shared concrete driveway existing approximately 1/2 on the premises of Melrose Park National Bank, as Trustee under Trust Agreement dated September 18, 1984 and known as Trust No. 5679 and 1/2 on the premises of Vito M. Caporusso and LouAnn Caporusso;

96013320

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants of the parties hereto set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are jointly and severally acknowledged, the foregoing and the following are hereby covenanted and agreed to by and between the parties;

(1) Neither party hereto, and their respective successors in interest to the premises, shall claim any prescriptive or adverse possession rights or easements of any kind, either implied or express, to the continued use of said driveway. By this agreement, the parties hereto do forever waive any such claims, past, present or future, for themselves and their respective successors in interest.

(2) Either party hereto, and their respective successors in

1 ATTORNEYS' NATIONAL
TITLE NETWORK

UNOFFICIAL COPY

Property of Cook County Clerk's Office

interest to the premises, may remove that portion of the driveway on their own side of the property line, without liability to the other for the removal of same, except that any such removal shall leave the remaining portion of the driveway in a presentable and clean condition.

(3) There is no agreement between the parties for the continued maintenance and upkeep of the driveway and neither party shall have any responsibility therefor.

(4) Neither party, or their successors in interest, shall use the driveway for the overnight parking of automobiles, trucks, boats, trailers, campers or other vehicles.

(5) This driveway agreement may be recorded and shall be a covenant running with the land.

(6) This agreement, and each term thereof, is and shall be binding upon the parties hereto, the parties respective successors and/or assigns, the respective future owners of said premises, and the beneficiaries of any trust holding title to any said property.

(7) This agreement may only be amended or revoked in writing by the mutual agreement of the parties hereto or their respective successors in interest.

Melrose Park National Bank,
as Trustee under Trust Agreement
dated September 18, 1984 and
known as Trust No. 5679 AS Trustee and not personally.

By: <u>[Signature]</u>	Dated: <u>June 9, 1995</u>
<u>[Signature]</u> Vito M. Caporusso (BUYER)	Dated: <u>6/9/95</u>
<u>[Signature]</u> LouAnn Caporusso (BUYER)	Dated: <u>6/9/95</u>

98013630

PREPARED BY:
DAVID J. BOERSMA
330 S. NAPERVILLE ROAD
WHEATON, IL. 60187

RETURN TO:
SAME AS ABOVE

Executed and delivered by the AmericanMidwest Bank, not in its individual capacity, but solely in the capacity herein described for the purpose of binding the herein described property, and subject to the express condition, anything herein to the contrary notwithstanding, that no personal liability or responsibility is assumed by the AmericanMidwest Bank, by virtue hereof, all such personal liability, if any being hereby waived and released by all other parties hereto, and those claiming by, through or under them.

UNOFFICIAL COPY

JAPORU550

LOU ANN CONWARD

Property of Cook County Clerk's Office