

UNOFFICIAL COPY

99912833

212/000 24 004 Page 1 of 8
1999-09-28 11:00:21
Cook County Recorder 35.50

AGREEMENT PERMITTING ENCROACHMENTS



THIS AGREEMENT is made on May 1, 1997, by and between Jack Strand and Nancy Strand, his wife (hereinafter referred to as "Strand"), of the Village of Oak Park, County of Cook and State of Illinois, and Kieran J. Phelan and Mary Phelan, his wife (hereinafter referred to as "Phelan"), of the Village of Oak Park, County of Cook and State of Illinois.

**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MAYWOOD OFFICE**

Cosmopolitan Bank and Trust
Successor Trustee to
First Bank of Oak Park
*f/k/a Citizens National Bank
and Trust Company of
Chicago

RECITALS

WHEREAS, Strand is the beneficiary of a land trust which holds legal title in fee simple to the following described parcel of land in the County of Cook and State of Illinois;

THE NORTH 52.34 FEET OF LOT 16 IN HARD AND OTHER'S SUBDIVISION OF LOT 1 (EXCEPT THE NORTH 100 FEET THEREOF) IN NILES SUBDIVISION OF LOTS 10 TO 16, INCLUSIVE, AND THE WEST 13 FEET OF LOT 17 IN SKINNER'S SUBDIVISION OF LAND IN THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 16-07-125-016-0000

Commonly Known As: 115 South Marion Street, Oak Park, Illinois (hereinafter referred to as the "Strand Parcel"); and

WHEREAS, legal title to the Strand Parcel is held by Cosmopolitan Bank and Trust ~~Company of Chicago~~, as ~~Trustee and not personally~~ ~~successor trustee of the~~ ~~Trust Agreement dated October 26, 1987 and known as Trust Number 13403~~ (hereinafter referred to as the "Cosmopolitan Trust"); and

WHEREAS, Phelan is beneficiary of a land trust which holds legal title in fee simple to the following described parcel of land in the County of Cook, State of Illinois:

LOT 17 IN HARD AND OTHER'S SUBDIVISION OF LOT 1 (EXCEPT THE NORTH 100 FEET THEREOF) IN NILES SUBDIVISION OF LOTS 10 TO 16, INCLUSIVE, AND THE WEST 13 FEET OF LOT 17 IN SKINNER'S SUBDIVISION OF LAND IN THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Return to:
**PELLEGRINI & CRISTIANO
6817 W. NORTH AVE.
OAK PARK, IL 60302**



Permanent Index Number: 16-07-125-015-0000

Commonly Known As: 1103 Westgate Mall, Oak Park, Illinois (hereinafter referred to as the "Phelan Parcel"); and

WHEREAS, legal title to the Phelan Parcel is held by Corus Bank (formerly known as River Forest State Bank and Trust Company) Trustee under Trust Agreement dated May 3, 1989 and known as Trust Number 3506 (hereinafter referred to as the "Corus Trust"); and

WHEREAS, the Phelan Parcel lies directly north of and adjoining to the Strand Parcel; and

WHEREAS, there presently exist encroachments of certain portions, structures and facilities serving the Phelan Parcel onto the Strand Parcel consisting of the following:

- (a) an air conditioning compressor unit;
- (b) a door which opens onto the Strand Parcel; and
- (c) a fire escape and external stairway.

All of said encroachments encroach onto the area of northwest corner of the Strand Parcel as shown on the copy of a Plat of Survey attached hereto and made part hereof as "Exhibit A"; and

WHEREAS, Phelan hereby conveys, releases and forever quit claims to Strand any and all right, title and interest of Phelan to any portion of the Strand Parcel that might arise or might have arisen by virtue of adverse possession or otherwise due to the encroachments above described.

NOW THEREFORE, in consideration of this agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, the parties agree as follows:

1. For so long as the portions, structures and facilities described above which encroach onto the Strand Parcel from the Phelan Parcel, shall exist and remain as portions, structures and facilities serving the Phelan Parcel, then Phelan shall be allowed to continue to encroach upon only those portions of the Strand Parcel as is the case as of the date hereof, to the same extent and in the same manner. Further, no right, title or interest of any type shall inure with respect to said encroachments and the allowance of said encroachment to continue shall not under any circumstance or at any time ripen into a right of easement by lapse of time or otherwise.

2. This Agreement and the covenants contained herein shall remain and continue in force and effect only for so long as the portions, structures and facilities serving the Phelan Parcel described herein shall continue to exist. Upon the removal or destruction of any said portion, structure or facility, this Agreement shall immediately terminate and cease to be of any further effect with respect to the portion, structure or facility removed or destroyed.

3. This Agreement shall operate as a covenant running with both parcels of land described herein and shall bind all parties hereto and their respective heirs, executors, administrators, representative and assigns.

4. Phelan agrees to forever indemnify, hold and save Strand harmless from any claim, cost, expense, loss, damage, cause of action or proceeding in any manner or to any extent suffered by Strand (including attorney's fees, court costs and other costs of defense) in any way occasioned by the existence of the portions, structures and facilities serving the Phelan Parcel described herein.

5. Phelan shall be allowed to enter onto that portion of the Strand Parcel described herein for the purpose of maintaining and making repairs to the portions, structures and facilities described herein. Further, Phelan shall at all times maintain same in a safe, clean and proper condition and appearance and shall not permit same to fall into a state of disrepair, to become abandoned or to become unsightly.

The parties hereto have executed this agreement as of the day and year first written above.

Jack Strand
Jack Strand

Nancy Strand
Nancy Strand

Cosmopolitan Bank and Trust, as Trustee, and not personally

~~Cosmopolitan Bank and Trust Company of Chicago~~

~~Trustee~~ under Trust Agreement dated October 26, 1987

and known as Trust Number 421.

For signatures, notary and exculpatory provisions, of the Trustee, see rider attached hereto which is expressly incorporated herein and made a part hereof.

Kieran J. Phelan
Kieran J. Phelan

Mary Phelan
Mary Phelan

By: [Signature] Its: First Vice Pres.

Corus Bank (formerly known as River Forest State Bank and Trust Company) Trustee under Trust Agreement dated May 3, 1989 and known as Trust Number 3506

COSMOPOLITAN BANK AND TRUST, as Trustee under Trust Number 13403, is not a party to the foregoing Agreement herein referred to. It is understood and agreed as follows: COSMOPOLITAN BANK AND TRUST, as Trustee under the above entitled trust, holds only legal title to the premises and does not have any right, duty or obligation under the terms of said Trust Agreement to operate, manage or control said premises, but the right to operate, manage and control said premises is in the beneficiary or beneficiaries or said Trust, and COSMOPOLITAN BANK AND TRUST makes this statement not individually but as Trustee, solely for the purpose of subjecting its interest, if any, in the legal title to the premises which are the subject of this agreement therein referred to the terms thereof, and it does not by this statement assume any duty to operate, manage or control said premises, nor does it assume any responsibility or liability with respect to the undertakings or representations in said agreement and or to the operation, management or control thereof. Any claims against said trust, individually or in its trust capacity, which may result therefrom, shall be payable only out of the property which is the subject matter thereof. It is hereby understood and agreed that COSMOPOLITAN BANK AND TRUST, neither individually nor as Trustee, by the execution hereof, has ratified any of the terms of the aforesaid agreement nor the signing thereof insofar as it purports to be signed by its Vice President & Trust Officer and Trust Officer on behalf of COSMOPOLITAN BANK AND TRUST.

COSMOPOLITAN BANK AND TRUST,
as Trustee as aforesaid and not personally.

ATTEST:

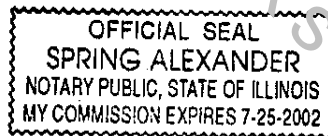
BY: [Signature]
Trust Officer

BY: [Signature]
Vice President & Trust Officer

Subscribed and Sworn to before me

this 23rd day of August, 1999.

[Signature]
Notary Public



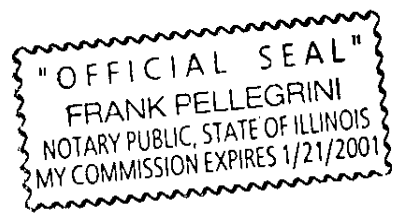
State of Illinois
County of Cook (ss)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jack Strand and Nancy Strand, 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 official seal, this 13th day of August, 1999.

Commission expires January 21, 2001.

Frank Pellegrini
Notary Public



State of Illinois
County of Cook (ss)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Citizens National Bank and Trust Company of Chicago, as Trustee under Trust Number 421, 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 official seal, this _____ day of _____, 1997.

Commission expires _____.

Notary Public

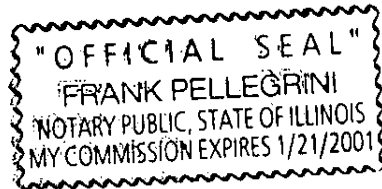
State of Illinois
County of Cook (ss)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kieran J. Phelan and Mary Phelan, 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 official seal, this 13th day of August, 1999.

Commission expires January 21, 2001.

Frank Pellegrini
Notary Public



State of Illinois
County of Cook (ss)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Corus Bank (formerly known as River Forest State Bank and Trust Company) as Trustee under Trust Number 3506, 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 official seal, this 5th day of August, 1999.

Commission expires 10-15-2001.

C. Mear
Notary Public

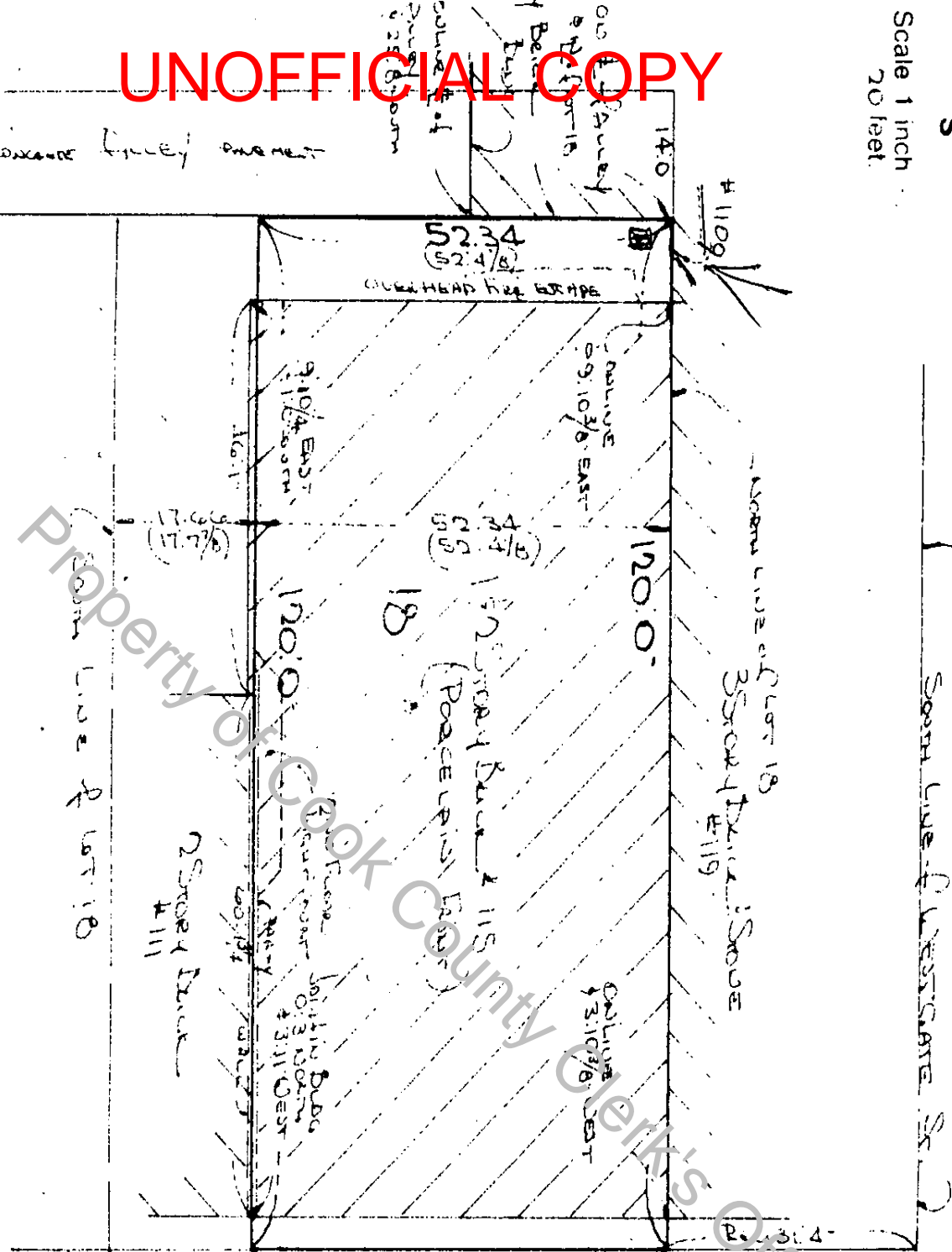


UNOFFICIAL COPY

Scale 1 inch = 20 feet

S

99912833



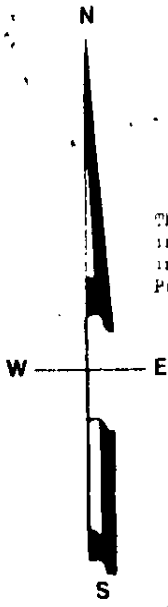
N. MARION ST.
S.
MALL
(NOT OPEN TO AUTO TRAFFIC)

Property of Cook County Clerk's Office

PLAT OF SURVEY UNOFFICIAL COPY NORTHWEST SURVEY SERVICE

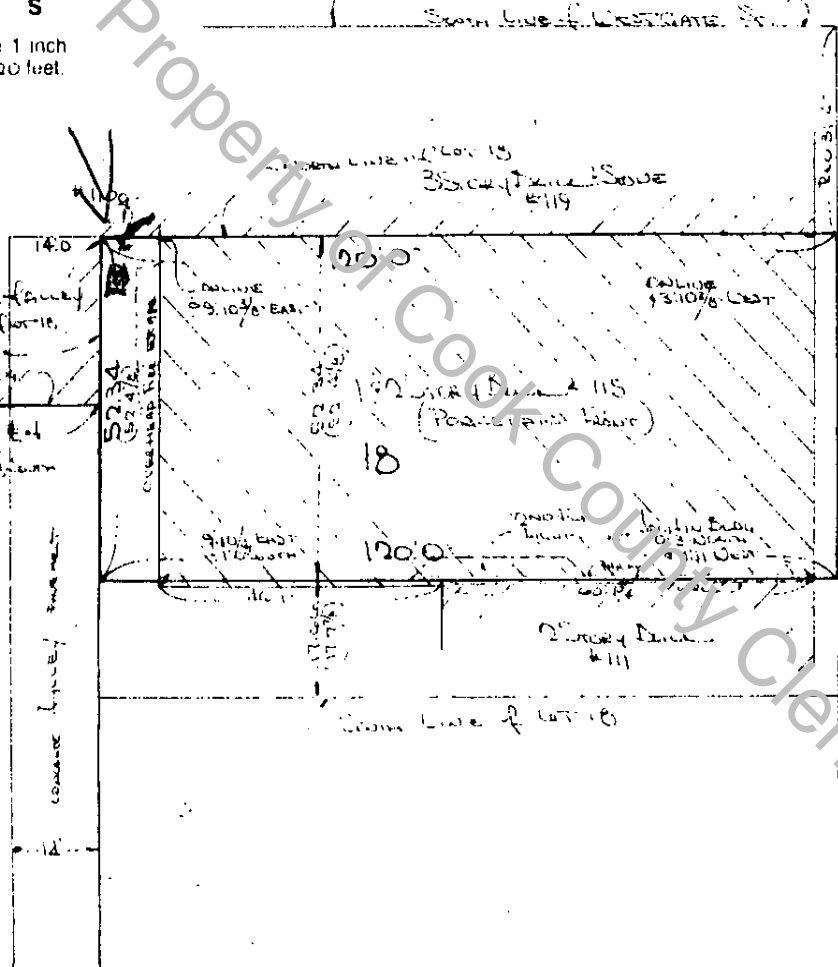
4425 W. IRVING PARK RD.
CHICAGO, ILLINOIS 60641

The North 57.4 feet of Lot 18 in Board and Others' Subdivision of Lot 1 (except the North 100 feet thereof) in Hiles Subdivision of Lots 10 to 16 inclusive and the West 13 feet of Lot 17 in Skinner's Subdivision of Land in the Southwest corner of the Northwest quarter of Section 7, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.



Scale 1 inch = 20 feet.

Said Parcel subject to Easements, Covenants or Party Wall Agreements of Record.



N. MARION ST.
MALL
(per open to AUTO TRAFFIC)



Order No. 872925

Date November 12, 1987

Ordered By G. Bruckert

State of Illinois } ss
County of Cook }

I, John A. Wey, a Registered Land Surveyor do hereby certify that a survey of the above described property has been made under my supervision.

November 12, 1987

REG. LAND SURVEYOR

State of Illinois } ss
County of Cook }

I, John A. Wey, a Registered Land Surveyor do hereby certify that a survey of the above described property has been made under my supervision and that the plat hereon drawn is a correct representation of said survey corrected to a temperature of 62 Fahrenheit.

REG. LAND SURVEYOR