

UNOFFICIAL COPY

99336648

47470179 45 001 Page 1 of 3
1999-04-08 11:33:29
Cook County Recorder 47.50



99336648

LICENSE AGREEMENT

This Agreement is made this 12th day of Feb., 1999, by and between Evangel ² *gum*

Assembly of God, an Illinois religious corporation, and Leonard Heldt, an Illinois resident.

(Evangel is hereinafter referred to as "Licensor" and Heldt is hereinafter referred to as "Licensee.")

BACKGROUND

The Licensor is about to purchase a property legally described as "LOTS 23 AND 24 IN THE HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NO. 9, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIR PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: 13-28-401-001 and 13-28-401-048 and part of 13-28-401- 047 and commonly known as 5059 West Diversey. Licensee is the owner of a parcel of land legally described as "LOT 22 IN THE HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NO. 9, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40-NORTH; RANGE 13-EAST-OF-THE THIRD-PRINCIPAL-MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: 13-28-401-047and commonly known as 5059 West Diversey. At some time in the past, a building located primarily on Licensee's property was constructed and encroached upon the property of Licensor by approximately five inches.

PROFESSIONAL NATIONAL
TITLE NETWORK, INC.

UNOFFICIAL COPY

he owners of the two parcels agreed in an Affidavit recorded as Document 18078569, Exhibit A hereto, that the encroachment existed in 1961. Also at some time in the past, the parties caused a real estate tax division to occur whereby the owner of Licensee's land would pay taxes on approximately one foot of Lot 23.

Provisions:

1. The parties now wish to enter into a new Agreement. The owner of Lot 23 and 24 will sign a tax consolidation with the owner of Lot 22 so that in the future, Lot 23 and Lot 24 in their entirety will have one PIN number and that PIN number 13-28-401-047 shall consist solely of Lot 22.
2. The owner of Lot 22 shall be entitled to maintain its encroachment on Lot 23 for as long as the existing building on Lot 22 remains standing. If and when the building on Lot 22 is demolished, the parties agree that this License shall expire and the owners of Lot 22 shall remove all encroachments onto Lot 23.
3. This Agreement shall run with the land and be binding on the heirs, successors and assigns of both parties.

99336648