

21 260 891 . GRANT OF EASEMENTS

THIS INDENTURE is made this 16<sup>th</sup> day of June, 1970,  
by and between CHICAGO TITLE AND TRUST COMPANY, as Trustee under  
Trust Agreement dated May 9, 1969 and known as Trust Number  
53662 ("Chicago Title") and COSMOPOLITAN NATIONAL BANK OF CHICAGO,  
as Trustee under Trust Agreement dated March 25, 1965 and known  
as Trust Number 15152 ("Cosmopolitan") (Chicago Title and Cosmo-  
politan are collectively referred to herein as "Grantors") and  
OAK PARK NATIONAL BANK, a National Banking Association, as Trustee  
under Trust Agreement dated December 6, 1964 and known as Trust  
Number 6849 ("Oak Park") and CLAYTON RESIDENTIAL HOME, INC., for-  
merly known as THE LEED CORPORATION, an Illinois corporation  
("Clayton") (Oak Park and Clayton are collectively referred to  
herein as "Grantees").

W I T N E S S E T H:

WHEREAS, Chicago Title is the owner of and holds title  
to the following described real estate, to-wit:

Sub Lot 1 of Kuhn's Subdivision of the East half  
of Lot 7 in Block 31 in Canal Trustee's Subdivision  
of Section 33, Township 40 North, Range 14, East  
of the Third Principal Meridian, in Cook County,  
Illinois,

and Cosmopolitan is the owner of and holds title to the follow-  
ing described real estate, to-wit:

Lots 4, 5 and 8 in Kuhn's Subdivision of the East  
half of Lot 7 in Block 31 in the Canal Trustee's  
Subdivision in Section 33, Township 40 North, Range  
14, East of the Third Principal Meridian, in Cook  
County, Illinois,

(both of which parcels are collectively referred to herein as  
"Parcel A");

SEPT. 10, 1970

WHEREAS, Oak Park holds title to and Leed is the contract purchaser of the following described real estate, to-wit:

That part of Lot 5 in Christian Kuhn's Subdivision of Block 31 in the Canal Trustee's Subdivision of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Beginning at a point of intersection of the North line of said Lot 5 with the East line of Lane Place; running thence South along the West line of said Lot 5, 72.60 feet to the South line of said Lot 5; thence East along the South line of said Lot 5, 146 feet to the center of private alley as laid out and used from the North line to the South line of said Lot 5; thence Northwesterly in a straight line along the center of said private alley to a point which is 54.48 feet South of the North line of said Lot 5 and 139.6 feet East of the East line of Lane Place; thence Northerly along the center of said private alley 54.48 feet to a point in the North line of said Lot 5 which is 139.6 feet East of the East line of Lane Place; thence Westerly along the said North line of Lot 5, 139.6 feet to the place of beginning;

ALSO

That part of Lot 5 in Christian Kuhn's Subdivision of Block 31 in Canal Trustee's Subdivision in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, lying East of a line commencing at a point in the North line of said Lot 5, 139.60 feet East of the East line of Lane Place; running thence South parallel to the East line of Lane Place; 54.48 feet; thence Southeast to a point in the South line of said Lot 5, 146 feet East of the East line of Lane Place

(Parcel "B");

21 260 891

WHEREAS, a building is presently located on Parcel B;

WHEREAS, a portion of the twelve-foot public alley shown on Exhibit "A" attached hereto lies west of and adjacent to Parcel A and is now used by Grantees for ingress and egress to and from the building presently located on Parcel B;

WHEREAS, pursuant to a certain Trustees Deed from Oak Park to Joseph C. Gross and a certain Deed in Trust from

Joseph C. Gross, a bachelor, to Chicago Title recorded by the Recorder of Deeds, Cook County, Illinois as Documents Nos. 20955487 and 20955488, respectively, conveying Parcel A, Oak Park reserved to itself and its successors and assigns easements of ingress and egress and light and air over a part of the real estate so conveyed, and imposed upon Chicago Title, its heirs, executors, administrators, assigns and grantees, certain setback requirements as more fully described therein ("Reserved Easement and Set-Back");

WHEREAS, Grantors desire to have the City of Chicago vacate the entire alley described in Exhibit "A" as "to be vacated" ("Alley") and obtain the consent of the Grantees thereto;

WHEREAS, in consideration of the giving of such consent and upon such vacation, Grantors desire to grant and Grantees desire to receive easements of ingress and egress and light and air over a portion of Parcel A, in substitution for the Reserved Easement and Set-Back, all on the terms hereinafter provided,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, it is hereby agreed by and between Grantors and Grantees as follows:

1. Grantors do hereby grant and convey to Grantees (a) an easement of light and air, and (b) an easement and right of way appurtenant to Parcel B, including the full and free use thereof by Grantees, subsequent owners and title holders of Parcel B, their agents, employees, servants, tenants, visitors and licensees, by automobile, truck or other vehicles or on foot, for ingress and/or egress purposes . Parcel B for

the sole purpose of servicing the building presently located on Parcel B, to-wit, the delivery, pick up, loading, unloading and transport of fuels, garbage, goods, and materials of all kinds by the agents, employees, servants, tenants, visitors, invitees and licensees of, and any persons, firms or corporations servicing or supplying the owner of Parcel B or the building presently located on Parcel B, over, along and across the real estate legally and graphically described in Exhibit "A" attached hereto and made a part hereof ("Easement Parcel"). The easements described in this paragraph 1 hereof shall be effective only upon and at such time as the City of Chicago vacates the Alley and at such time the Reserved Easement and Set-Back shall be terminated and cancelled and be of no further force and effect.

2. It is understood and agreed that Grantors and all subsequent owners and title holders of the Easement Parcel reserve the right (a) to the full and free use thereof by Grantors, subsequent owners and title holders of Parcel A, their agents, employees, servants, tenants, visitors, invitees and licensees, by automobile, truck or other vehicle or on foot, over, along and across the Easement Parcel for ingress and egress to Parcel A and any buildings and garage to be constructed south and west of the Easement Parcel; (b) to service the buildings to be constructed south and west of the Easement Parcel by the use thereof of the Easement Parcel, including without limitation the loading, unloading and transport of fuels, garbage goods and materials of all kinds by the agents, employees, servants, tenants, visitors, invitees and licensees of, and any persons, firms or corporations servicing or supplying the owner or owners of the Easement Parcel; (c) to develop and use the area under the surface of the Easement Parcel provided the same does not interfere with the aforesaid easement rights over, along and

21 260 891

and across the Easement Parcel; (d) to cause the building to be constructed south of the Easement Parcel to protrude above that portion of the Easement Parcel described in Exhibit "A" as the "Dock Area" provided that there is a clearance of fourteen (14) or more feet between the surface of the Dock Area and the protrusion of the building; and (e) to construct on the surface of the Dock Area such structural columns as may be necessary to support said protruded portion of the building provided that such columns are spaced in a manner which shall not unreasonably interfere with the intended use and function of the Easement Parcel as herein described.

3. Grantors shall pay all general real estate taxes, special taxes and special assessments assessed against the Easement Parcel for 1969 and subsequent years and shall, at its sole expense, obtain all necessary driveway and parking permits for the Easement Parcel, including without limitation a driveway permit granting vehicular access over the Easement Parcel to and from Clark Street.

4. Grantors covenant and agree with Grantees and with all other persons, firms or corporations now or hereafter acquiring any right, title or interest in Parcel B that no building or structure shall ever be erected upon the Easement Parcel except as provided herein and that the same, exclusive of the area under the surface thereof, shall perpetually be used only as a driveway, walkway, landscaped area or service area.

5. The easement and all rights and obligations created hereunder shall cease and terminate and be of no further force or effect immediately upon the destruction or demolition of the building presently located on Parcel B, provided that in the event said building is destroyed by fire or other casualty and a building like or substantially similar in size and function

is constructed in its place, this easement and the rights and obligations created hereunder shall remain in full force and effect.

6. The covenants, restrictions, conditions, agreements and charges set forth herein shall run with the land and bind all of the real estate described as the Easement Parcel and shall be enforceable by the Grantors and Grantees and any other persons, firms or corporations hereinafter acquiring any right, title or interest in all or in any part of Parcel A or Parcel B, their respective heirs, executors, successors, administrators and assigns.

7. Grantee hereby consent and agree to give its further consent to the City of Chicago to the vacation of the Alley or any portion thereof, and agree to execute any and all documents as requested by Grantors or their nominees or delivered to it by the City of Chicago in furtherance of such vacation; provided, however, that Grantors shall reimburse Grantees for any costs or expenses in connection therewith.

8. The Grantors agree as promptly as possible (considering the reasonable staging of the proposed construction on Parcel A) to make such improvements on the Easement Parcel as may be necessary in order to enable the Grantees to make such use of the Easement Parcel as is provided for hereunder. Until such improvements are made, the Grantors agree to allow the Grantees ingress and egress rights across the existing "public alley to be vacated". Notwithstanding the aforementioned, the Grantors reserve the right to relocate said

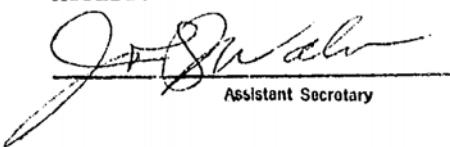
21 260 891

SEPT. 10, 1970

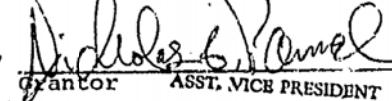
area of ingress and egress from said "public alley to be vacated" to some other portion of Parcel A during the construction period and prior to completion of the improvements on the Easement Parcel.

IN WITNESS WHEREOF, the parties hereto have executed this document on the day and year first above written.

ATTEST:

  
John S. Baker  
Assistant Secretary

CHICAGO TITLE AND TRUST COMPANY,  
as Trustee under Trust Agreement  
dated May 9, 1969 and known as  
Trust No. 53662 AND NOT PERSONALLY

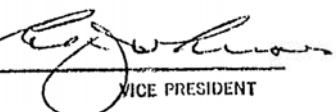
By   
Nichols L. Daniel  
Grantor ASST. VICE PRESIDENT

ATTEST:

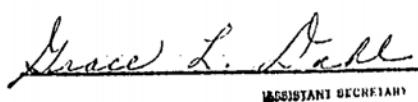
See Signature on Following Page Hereof.

By \_\_\_\_\_  
Grantor

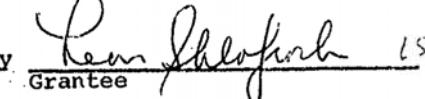
OAK PARK NATIONAL BANK, a National  
Banking Association, as Trustee  
under Trust Agreement dated  
December 6, 1964 and known as  
Trust No. 6849

By   
Reg Johnson  
Grantee VICE PRESIDENT

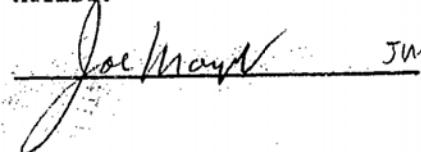
ATTEST:

  
Grace L. Ball  
ASSISTANT SECRETARY

CLAYTON RESIDENTIAL HOME, INC.,  
formerly known as THE LEED  
CORPORATION, an Illinois corporation

By   
Leon Shlofstein 15  
Grantee

ATTEST:

  
Joe Mayd JMW

1 SEPT. 10, 1970

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal 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 the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any 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.

FORM 11

21 260 891

on  
21 260 891



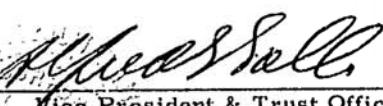
1 SEPT. 10, 1970

The Cosmopolitan National Bank of Chicago, as Trustee under the above entitled trust, holds only legal title to the premises which are the subject of this agreement, and it 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 of said trust, and The Cosmopolitan National Bank of Chicago joins in the execution of this agreement, not individually but as Trustee, solely for the purpose of subjecting the legal title to the premises which are the subject of this agreement to the terms hereof. It is expressly understood and agreed by the parties hereto anything herein to the contrary notwithstanding that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, undertakings and agreements of the Trustee named and referred to herein for the purpose of binding it personally, but this instrument is executed and delivered by the Cosmopolitan National Bank of Chicago, as Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by nor shall it at any time be asserted or enforced against The Cosmopolitan National Bank of Chicago, its agent, or employees on account hereof or on account of any covenants, undertakings or agreements herein contained whether express or implied, all such personal liability if any being hereby expressly waived and released by all parties hereto and by all persons claiming by or through or under any parties hereto and by every person now or hereafter claiming any right or security hereunder.

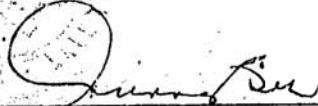
Anything herein contained to the contrary notwithstanding, it is understood and agreed that The Cosmopolitan National Bank of Chicago, individually shall have no obligation to see to the performance of any of the covenants, undertakings or agreements herein contained and shall not be personally liable for any action or nonaction taken in violation of any of the covenants, undertakings or agreements herein contained, it being further understood that the payment of any money provided for herein and the performance of the covenants, undertakings or agreements herein contained shall be enforced only out of the trust property and the rents, issues, and profits thereof, if any.

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO,  
AS TRUSTEE, under Trust No. 15152,  
and not individually,

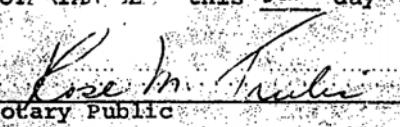
BY:

  
Alfred Sall  
Vice President & Trust Officer

ATTEST:

  
Quincy See  
Assistant Vice President & Assistant Trust Officer

GIVEN, under my hand and Notary Public, this 10th day  
of June, 1970.  
September

  
Rose M. Trulie  
Notary Public

My Commission expires:

April 18, 1974.

SEPT. 10, 1970

I, JOAN HARRIS, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that R. A. JOHNSON, VICE President of OAK PARK NATIONAL BANK a National Banking Association, as Trustee under Trust Agreement dated December 6, 1964, and known as Trust Number 6849, and GRACE L. DAHL, ASSISTANT SECRETARY of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President and ASSISTANT SECRETARY, respectively appeared before me this day in person and acknowledged to me at they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY did also then and there acknowledge that he, as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN, under my hand and NOTARIAL SEAL this 18 day of June, 1970.

**My Commission expires:**

~~Notary Public~~

MY COMMISSION EXPIRES NOVEMBER 30, 1921.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS.

21 260 891

I, Rose M. Trullis, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Alfred E. Gallo, Vice President & Trust of COSMOPOLITAN NATIONAL BANK OF CHICAGO, a National Banking Officer association, as Trustee under Trust Agreement dated March 25, 1965, and known as Trust Number 15152, and Corinne Bek, Asst. Vice Pres. & Asst. Trust Officer of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President & Trust Officer Asst. Vice Pres. & Asst. Tr. Officer, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Asst. Vice Pres. & Asst. Tr. Officer did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN, under my hand and NOTARIAL SEAL this 9th day  
of June, 1970.

## September

~~Notary Public~~

**My Commission expires:**

April 18, 1974.

COUNTY OF COOK

I, RUTH M. WITZKE a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that NICHOLAS C. PAMEL, ASST. MGR President of CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, and JOHN J. WALSH, ASST. Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSIST MGR President and ASST. Secretary, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said ASST. Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

September, GIVEN, under my hand and NOTARIAL SEAL this 8<sup>th</sup> day of September, 1970.

Ruth M. Witzke  
Notary Public

21 260 891

My Commission expires:

5-5-1974

STATE OF ILLINOIS }  
} ss.  
COUNTY OF COOK }

I, Shirley Swanson a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that LEON SHLOFROCK, President of CLAYTON RESIDENTIAL HOME, INC., an Illinois corporation, and JOE MAGIT, Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN, under my hand and NOTARIAL SEAL this 16<sup>th</sup> day of June, 1970.

Shirley Swanson  
Notary Public

My Commission expires:

Jan 13, 1973





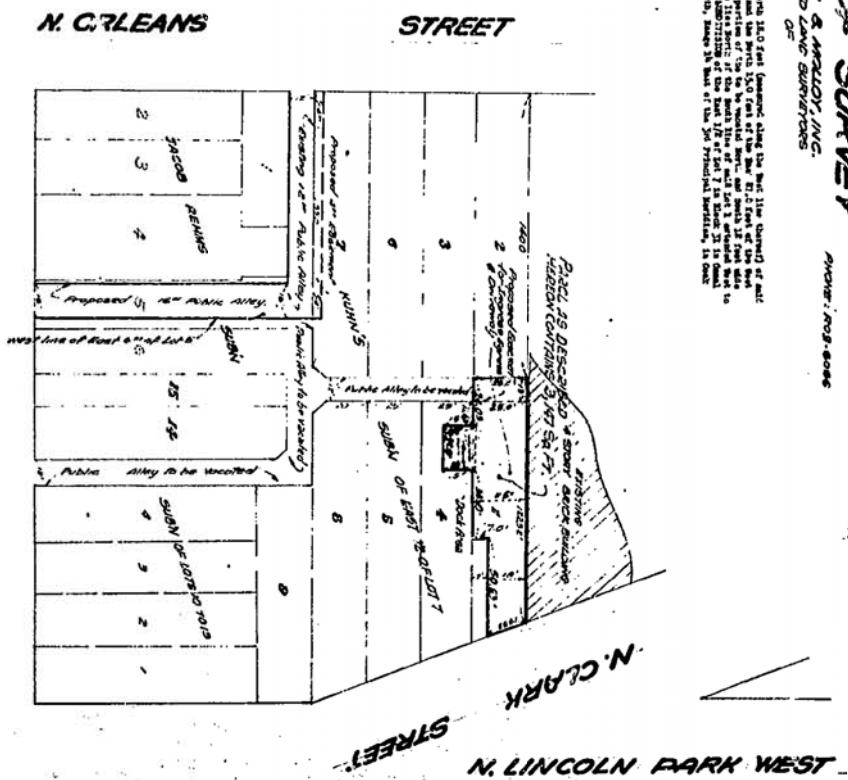
SEPT. 10, 1970

13185 20 7472

DAVISON, TELMIS, SAGER  
NELSON & MALLY, INC.  
REGISTERED LAND SURVEYORS  
OF

MEMO: NOV-2005

21 260 891



Entered by: JAMES McKEE  
Docket No. 700268-1  
Date: May 15, 1970  
Score: 110-30, 32-40-14 L  
112.

W. ARMSTRONG

216

EXHIBIT A

Dear Mr. and Mrs. John McGinn  
I am enclosing a copy of the  
Annual & Medicals. We finally completed  
our home study course by January  
1st and have been awaiting the  
finals ever since. We are very  
nervous about the results. We have  
been working hard and we are  
very anxious to know if we have  
done well. We are enclosing a  
copy of the course material  
for you to look over.