

Septic tank Easement

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT, Made this 9th day of April, 1960, Between Leona L. Stodden and Eleanor F. Stodden, party of the first part and Dale E. Bastian and Jane M. Bastian, husband and wife, as joint tenants with the right of survivorship, party of the second part, WITNESSETH, That if the party of the second part shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the said party of the first part hereby covenants and agrees to convey and assure to the said party of the second part in fee simple, clear of all incumbrances whatever, by a good and sufficient Warranty Deed, the lots, pieces or parcels of ground, situated in the County of Jo Daviess and State of Illinois, known and described as follows, to-wit:

A part of the West Half of the Southwest Quarter of Section 21, Township Twenty-eight (28), North Range One (1) East of the Fourth Principal Meridian, commencing at the point of intersection of the section line common to both Sec. 20 and 21 with the centerline of U. S. Highway 20, thence South 83 degrees and 2 minutes East 749.5 feet to the point of beginning, thence North 7 degrees and 58 minutes East 143.58 feet, thence North 71 degrees and 32 minutes West 240.68 feet, thence South 18 degrees and 28 minutes West 35.5 feet, thence North 69 degrees and 28 minutes West 71.3 feet, thence South 16 degrees and 53 minutes West 65.15 feet, thence South 74 degrees and 50 minutes West 97.3 feet, thence South 21 degrees and 10 minutes East 74.1 feet to the center line of U.S. Highway 20, thence 366.55 feet along said highway to the point of beginning, containing 1.34 acres, more or less.

And the said party of the second part hereby covenants and agrees to pay to the said party of the first part at the office of Gundry & Gundry, the sum of Fifteen Thousand Five Hundred Dollars (\$15,500.00), in the manner following:

The sum of Fifteen Hundred Dollars (\$1500.00), cash on or before the date of delivery hereof, receipt whereof is hereby acknowledged, and the balance of

Fourteen Thousand Dollars (\$14,000.00) with interest at the rate of $5\frac{1}{2}$ per centum payable in monthly payments of \$96.31, which shall include payment on principal and interest, to be applied to payment of interest on unpaid balance and then reduction of principal, and to pay all general taxes and special assessments or impositions that may be legally levied or imposed upon said land, subsequent to the year 1960; except only one-third of the taxes for 1960, payable in 1961, will be paid by the party of the first part.

The party of the first part, their heirs and assigns, shall have a perpetual easement across said West end of said property from U.S. Highway 20 to the property now owned by party of the first part, which said easement shall approximate, in width and location, the present means of access and egress from U.S. Highway 20 to said property of party of the first part.

One share issued by the city water main extension shall be transferred to the party of the second part upon completion of this Agreement.

Party of the second part, their heirs and assigns, shall have perpetual permissive use of the septic tank, located on the property of the first party, and shall have the right to go thereon to repair and service said septic tank.

Party of the second part shall maintain the property in good repair, normal wear and deterioration excepted.

In the event party of the second part should desire to sell any lots, parts or parcels of ground

from the real estate covered in this Agreement, the party of the first part shall consent thereto before sale can be made, and proceeds of such sale shall be applied to reduction of principal amount due under this Agreement.

Party of the second part further covenants and agrees that they will at once have premises insured against fire, lightning and tornado, to their insurable value, policies to be issued in the name of and deposited with the party of the first part, but loss to be made payable to both parties hereto according to their respective interests at time of loss.

In case of failure of party of second part to make either of the payments, or any part thereof, or to perform any of the covenants on their part hereby made and entered into, this contract shall, at the option of the party of the first part, be forfeited and determined, and the party of the second part shall forfeit all payments made by them on this contract and such payments shall be retained by the said party of the first part in full satisfaction and liquidation of all damages by them sustained and they shall have the right to re-enter and take possession of the premises aforesaid.

Possession shall be given May 1, 1960.

Abstract showing merchantable title at date of conveyance shall be furnished by first party.

It is mutually agreed by and between the parties hereto, that time of payment shall be the essence of this contract and that all the covenants and agreements herein

contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, The parties of these presents have hereunto set their hands and seals, the day and year first above written.

Leona L. Stodden (SEAL)

Charles F. Stodden (SEAL)

Dale E. Bastian (SEAL)

Jane M. Bastian (SEAL)

Signed, sealed and Delivered in the presence of:

Guenevieve L. Gundy
Joseph A. Huey