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Tx:4068458

Agreement to Dissolve and Vacate Protective Covenants

2016R-08372
CHUCK R. VENVERTLOH
ADAMS COUNTY CLERK/RECORDER
ADAMS COUNTY, ILLINOIS
RECORDED ON
10/13/2016 2:56 PM
REC FEE: 16.00
GIS RECORDER FEE: 1.00
GIS COUNTY FEE: 19.00
RHSP HOUSING FEE: 9.00
ELECTRONICALLY RETURNED

- PIN: 19-0-0013-005-00;
- PIN: 19-0-0013-025-00;
- PIN: 19-0-0013-024-00;
- PIN: 19-0-0013-007-00;
- PIN: 19-0-0013-008-00;
- PIN: 19-0-0013-009-00;
- PIN: 19-0-0013-010-00;
- PIN: 19-0-0013-011-00;
- PIN: 19-0-0013-012-00;
- PIN: 19-0-0013-013-00;
- PIN: 19-0-0013-014-00;
- PIN: 19-0-0013-015-00;
- PIN: 19-0-0013-016-00;
- PIN: 19-0-0013-017-00;
- PIN: 19-0-0013-018-00;
- PIN: 19-0-0013-019-00;
- PIN: 19-0-0013-020-00;
- PIN: 19-0-0013-021-00;
- PIN: 19-0-0013-022-00;
- PIN: 19-0-0013-023-00;

Now comes James G. Pieper and Jayne S. Pieper, husband and wife, hereinafter referred to as "Piepers" and Michael D. Betz and Cynthia L. Betz, husband and wife, hereinafter referred to as "Betz," and hereby covenant and agree as follows:

WHEREAS, Pieper are the owners of a part of lot 2, and Lots 3 through 19 of the Brookside subdivision as shown on the plat of said subdivision recorded in Book 705 at Page 8108 in the office of the Recorder of Deeds of Adams County, Illinois, said subdivision being a part of the Southwest quarter of Section 1 and part of the Southeast quarter of Section 2 in Township one South of the baseline Range 8 West of the Fourth principal meridian situated in the County of Adams, State of Illinois.

WHEREAS, Betz's are the owners of Lot 1 and part of Lot 2 in Brookside subdivision and as shown on the plat of said subdivision recorded in Book 705 at Page 8108 in the office of the Recorder of Deeds of Adams County, Illinois, said subdivision being a part of the Southwest quarter of Section 1 and part of the Southeast quarter of Section 2 in Township one South of the baseline Range 8 West of the Fourth principal meridian situated in the County of Adams, State of Illinois.

WHEREAS, the original developer of said subdivision created Protective Covenants for lots 4 through 19 of said subdivision.

WHEREAS, the parties hereto are the owners of all of said lots, of said Subdivision subject to the terms and conditions of said Protective Covenants.

WHEREAS, the owners, separately and jointly, have elected to and do hereby desire to dissolve and vacate said Protective Covenants releasing and freeing said respective lots and all real estate within said Subdivision from the terms, restrictions, and conditions of said Protective Covenants.

WHEREAS, Mercantile Bank, an Illinois Banking Corporation, holds a mortgage lien against lot 1 and part of lot 2 of said subdivision owed by the Betzs.

NOW, therefore, for good and valuable consideration, the receipt of which is mutually acknowledged between the parties hereto, Piepers and Betzs, that said Protective Covenants dated July 26, 2005 created by owners Ronald L. Sorrill and filed as document number 2005-08-0109 at book 705 page 8109 recorded in the office of the Adams County, Illinois Recorder of Deeds, on July 29, 2005 be and are hereby dissolved and vacated and said lots and all real estate of said Subdivision are forever released from the benefits, enjoyment, burdens and restrictions thereof.

Witness our hands and seals on the day, month and year stated heretofore.

Dated this 12th day of September, 2016.

Michael D. Betz
Michael D. Betz

Cynthia L. Betz
Cynthia L. Betz

James G. Pieper
James G. Pieper

Jayne S. Pieper
Jayne S. Pieper

Consent

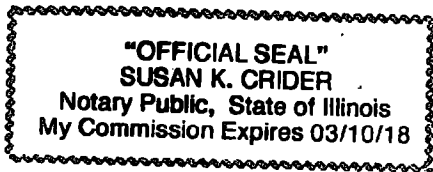
Mercantile Bank, an Illinois Banking Corporation, hereby consents to this Agreement to Dissolve and Vacate Protective Covenants.

Joel A. Swisher
Joel A. Swisher for Mercantile Bank, as its
Authorized Agent

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

I, Susan K. Crider, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Michael D. Betz and Cynthia L. Betz, personally known to me to be the same person whose name(s) 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 forgoing Deed of Vacation.

Given under my hand and official seal, this 12th day of September, 2016.



Susan K. Crider
Notary Public

Seal

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

I, *M. Timmerwilk*, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that James G. Pieper and Jayne S. Pieper, personally known to me to be the same person whose name(s) 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 forgoing Deed of Vacation.

Given under my hand and official seal, this *15th* day of *September*, 2016.

M. Timmerwilk
Notary Public



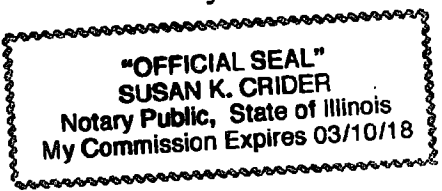
Seal

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

I, *Susan K. Crider*, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Joel A. Swisher, an Authorized Loan Officer for Mercantile Bank, personally known to me to be the same person whose name(s) 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 forgoing Deed of Vacation.

Given under my hand and official seal, this *12th* day of *September*, 2016.

Susan K. Crider
Notary Public



Seal