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2000-12-06 16:02:01
Cook County Recorder 25.00



**PARTY WALL
AGREEMENT**

(The Above Space For Recorder's Use Only)

THIS AGREEMENT made and entered into this 28th day of November, 2000, by and between KIMBERLY J. BROWN-WASHINGTON, together with her successors and assigns collectively referred to as Party of the First Part; and PHILLIP A. FLOYD, together with his successors and assigns collectively referred to as Party of the Second Part, do mutually agree and covenant that

WITNESSETH:

WHEREAS, the Party of the First Part is the owner in fee simple of the following described parcel of real estate, hereinafter referred to as Parcel 1:

THE NORTH 1/2 OF LOT 18 IN GREENWOOD PARK SUBDIVISION IN BLOCK 4 IN THE SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 1886 AS DOCUMENT 714609, IN COOK COUNTY, ILLINOIS.

Common Address: 4430 S. University Avenue, Chicago, Illinois 60615
PIN Number: 20-02-309-016

and, WHEREAS, the Party of the Second Part are the owners in fee simple of the following described parcel of real estate, hereinafter referred to as Parcel 2:

THE SOUTH 1/2 OF LOT 18 IN GREENWOOD PARK SUBDIVISION IN BLOCK 4 IN THE SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 1886 AS DOCUMENT 714609, IN COOK COUNTY, ILLINOIS.

Common Address: 4432 S. University Avenue, Chicago, Illinois 60615
PIN Number: 20-02-309-017

Together, the Party of the First Part and the Party of the Second Part are hereinafter collectively referred to as the Parties.

BOX 333-CT1

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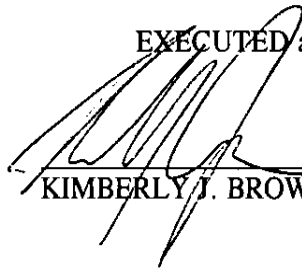
and, WHEREAS, the wall which constitutes the South wall of the building located in Parcel 1 and constitutes the North wall of the building located in Parcel 2, and is so located approximately one-half on Parcel 1 and one-half on Parcel 2 and the Parties hereto desire to establish said common wall and boundary along the mutual property line between said Parcel 1 and Parcel 2 as a party wall hereinafter referred to as the Party Wall;


and, WHEREAS, it is the intention of the Parties that said Party Wall between said Parcels shall remain in the same condition and for the present use indefinitely, and that all successors and assigns of either party be bound by the terms of this Agreement.

Now, therefore, the Parties, in order to protect and bind themselves and all successors and assigns to their respective interests in Parcels 1 and 2 do hereby create mutual easements in said Party Wall, and

1. The cost of maintaining said Party Wall shall be borne equally by the Parties.
2. The Party Wall will not be materially altered in any way nor diminished or increased by either party, without the mutual consent and agreement of both Parties.
3. In the event of damage or destruction of said ~~common wall and boundary~~ Party Wall ^{ME KSBW} from any cause, other than the negligence of either party thereto, the then owners shall, at joint expense, repair or rebuild said improvement and each party, his successors and assigns, shall have the right to the full use of said improvement so repaired or rebuilt. If either Parties' negligence shall cause damage to or destruction of said improvement, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such cost in the case of negligence, the other party may have such improvement repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay for the amount of such defaulting party's share of the repair or replacement cost.
4. Each party shall have a perpetual easement in that part of the premises of the other on which said improvement is located for purpose of repairing and restoring the Party Wall.
5. The easements hereby created are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to either parcel shall be deemed to accept said deed with the understanding that they are bound by the provisions herein contained, and each and every subsequent purchaser by accepting a deed to either lot shall thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had signed this instrument.
6. The necessary grammatical changes required to make the provisions of this agreement apply in the singular or plural sense where there is more than one party, males or females, shall be in all instances assumed as though in each case it is fully expressed.
7. This agreement shall be binding upon the Parties, their successors, assigns and grantees.
8. This Agreement can be modified by written instrument under mutual agreement of both Parties.

EXECUTED at Chicago, Illinois, on the day and year first above written.


KIMBERLY J. BROWN-WASHINGTON


PHILLIP A. FLOYD

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STATE OF ILLINOIS)
)
) ss.
COUNTY OF COOK)

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I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that KIMBERLY J. BROWN-WASHINGTON personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

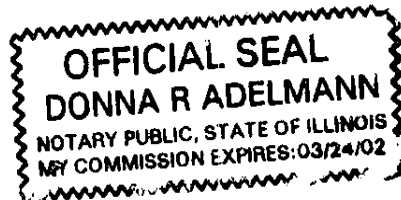
GIVEN under my hand and official seal, this 28th day of November, 2000.

Donna R. Adelman
Notary Public

Impress
Notarial Seal
Here

Commission expires: _____

STATE OF ILLINOIS)
)
) ss.
COUNTY OF COOK)



I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that PHILLIP A. FLOYD personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 28th day of November, 2000.

Donna R. Adelman
Notary Public

Impress
Notarial Seal
Here

Commission expires: _____



This instrument was prepared by and after recording mail to:

Kimberly J. Brown-Washington
2240 W. Warren
Chicago, IL 60612