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2001-02-06 13:02:59  
Cook County Recorder 37.00



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Above Space for Recorder's Use Only

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT is executed this 2<sup>nd</sup> day of February, 2001, by Drew Developments LLC, an Illinois limited liability company ("Drew"), with respect to that certain Party Wall Agreement dated June 30, 1987 and recorded in the office of the Cook County Recorder of Deeds on July 14, 1987 as document number 87388394.

WITNESSETH:

WHEREAS, on or about June 30, 1987, Douglas Theatre Corporation and Chicago Title and Trust Company as Trustee Under Trust Number 1083978 executed that certain Party Wall Agreement dated June 30, 1987 and recorded in the office of the Cook County Recorder of Deeds on July 14, 1987 as document number 87388394; and

WHEREAS, Drew has acquired fee simple title to both parcels of real estate described in said Party Wall Agreement; and

WHEREAS, the legal descriptions, common addresses and permanent identification numbers of both of said parcels of real estate are attached hereto and hereby made a part hereof; and

WHEREAS, Drew desires to terminate said Party Wall Agreement.

NOW, THEREFORE, Drew does hereby acknowledge, agree, stipulate and direct that the Party Wall Agreement dated June 30, 1987 and recorded in the office of the Cook County Recorder of Deeds on

BOX 333-071

Property of Cook County Clerk's Office

7876561-D2-TMS (4047)

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July 14, 1987 as document number 87388394 be and hereby is terminated and rendered null and void.

**DREW DEVELOPMENTS LLC**

By: M-B  
Michael Binstein, Manager

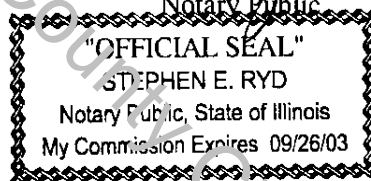
STATE OF ILLINOIS )  
                                  )SS  
COUNTY OF COOK )

I, STEPHEN E RYD, a Notary Public in and for the said County, do hereby certify that **MICHAEL BINSTEIN**, personally known to me to be the same person whose name is subscribed to the foregoing document, has appeared before me this day in person and acknowledged that he has read and fully understands the effect of the foregoing document and has signed, sealed and delivered the foregoing document as the free and voluntary act and deed of Drew Developments LLC for the uses and purposes therein set forth

Given under my hand and official notarial seal this 2<sup>nd</sup> day of February, 2001.

*[Handwritten Signature]*

This Instrument Prepared By and  
After Recording Mail to:  
Stephen E. Ryd  
Wolfe; Wolfe & Ryd  
20 N. Wacker Drive, Suite 3550  
Chicago, Illinois 60606



M:DREW DEVELOP/TERMINATION

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\$17.00

COOK COUNTY CLERK  
FILED FOR RECORD

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PARTY WALL AGREEMENT

THIS AGREEMENT made and entered into this 30 day of June, 1987, by and between CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust Agreement dated August 8, 1983 and known as Trust Number 1093978, hereinafter referred to as "CHICAGO TITLE" and the DOUGLAS THEATER CORPORATION, an Illinois corporation, hereinafter referred to as "DOUGLAS"

WHEREAS, CHICAGO TITLE is the owner of fee simple title to that parcel of real estate described on Exhibit "A" attached hereto and thereby made a part hereof, which parcel is hereinafter referred to as Parcel "A"; and

WHEREAS, DOUGLAS is the owner of fee simple title to that parcel of real estate described on Exhibit "B" attached hereto and thereby made a part hereof, which parcel is hereinafter referred to as Parcel "B"; and

WHEREAS, Parcels A and B are currently joined and improved with a theater-store building which is undivided along a portion of the common property line between Parcels A and B; and

WHEREAS, it is the desire of the parties hereto to maintain within the said improvements the existing party wall hereinafter referred to as the "party wall" on a portion of the common property line by and between Parcels A and B, thereby dividing the said improvements.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. From and after the date hereof, the party wall located as shown in red on Exhibit "C" attached hereto shall be designated and maintained by the parties hereto in accordance herewith as a party wall.

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This instrument prepared by  
4 MAIL to  
Macy Conish  
111 W. Washington - Suite 1521  
Chicago IL 60602

Property address  
750 W. Wellington  
PIN 1-428-106-0134  
014

71-16975 DA

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2. The parties hereto shall contribute equally to and cooperate in the maintenance and upkeep of the entire party wall. Provided, however, should said entire party wall or any portion thereof be damaged or require maintenance by reason of the negligence, commission, or omission of a party hereto, its agents, servants, contractors, or employees, then, in such event, the cost of such maintenance or repair of said damage shall be solely the responsibility of such party.

3. The common roof existing over the improvements located on Parcels A and B shall be considered divided along a line extended vertically from the top of the entire party wall. From and after the date hereof, except as may otherwise be agreed upon in writing by and between the parties hereto, each party shall maintain its portion of said roof without liability for or contribution to the maintenance of the other party's portion of said roof, except that each party hereto shall be liable to the other party for any damage suffered by or maintenance required of the other party's portion of said roof caused by the negligence, commission, or omission of it, its agents, servants, contractors, or employees.

4. In the event that the improvements on either Parcel A or B are destroyed, damaged, or removed in any way, by casualty, demolition or any other cause so that all or any portion of said entire party wall becomes an exterior wall for the improvements on the other parcel, and said destroyed, damaged, or removed improvements are not rebuilt within reasonable time, thereby restoring said party wall to its status as an interior wall, then it shall be the immediate obligation and responsibility of the owner of the parcel on which the destroyed, damaged, or removed improvements were located, as soon as reasonably possible, at its sole cost and expense, to replace the party wall with an exterior load bearing wall for the benefit of the other parcel. Said exterior load bearing wall shall be sufficient to support the improvements then existing on the other parcel and to

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enclose same and shall also comply in all respects with any and all applicable statutes, ordinances, or regulations of an appropriate governmental authority.

5. Neither party shall take any action with regard to the party wall or any portion thereof that would damage same or affect the safety and stability thereof, including, but not limited to, the suspension of beams or heavy equipment therefrom without first obtaining the opinion of a registered professional engineer or architect that the party wall is sufficient for such purposes.

6. This agreement shall be a covenant running with the land and shall therefore be binding upon any and all future owners of Parcels A and B and the improvements located thereon. Provided, however, this agreement may be terminated or amended at any time by the joint written agreement of the then owners of Parcels A and B and the improvements located thereon.

7. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements herein made on the part of either party hereto while in the form purporting (except as herein otherwise expressed) to be the warranties, indemnities, representations, covenants, undertakings, and agreements of such party, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by such party or for the purpose or with the intention of binding such party personally but are made and intended for the purpose of binding the trust property to which the title is held by such party. This contract is executed and delivered by each party hereto not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; that no duty shall rest upon such party to sequester the trust estate or the proceeds arising from any sale or other disposition thereof; and that no personal liability or


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personal responsibility is assumed by nor shall at any time be asserted or enforceable against either party hereto on account of this contract or on account of any warranty, indemnity, representations, covenant, undertaking, or agreement of either party hereto in this contract contained, either expressed or implied, all such personal liability, if any being expressly waived and released by the other party hereto and by all persons claiming by, through or under said other party hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day and year first above written.

CHICAGO TITLE AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated August 8, 1983 and known as Trust Number 1083978.

By:   
DEPUTY VICE PRESIDENT

ATTEST:

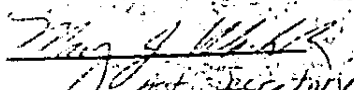
  
Notary Public

DOUGLAS THEATER CORPORATION, an Illinois corporation.

By:



ATTEST:

  
Notary Public

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EXHIBIT A

Party Wall Agreement

Legal Description of Parcel A:

The East 15 feet of Lot 4 in Dam and Warner's Subdivision of Block 3 in Knoke and Garner's Subdivision of the 20 acres North and adjoining the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 25, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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EXHIBIT B

to

Party Hall Agreement

Legal Description of Parcel B:

Lot 4 (except the east 15 feet thereof) in Dam and Warner's  
Subdivision of Block 3 in Knoke and Gardner's Subdivision of  
the 20 acres north and adjoining the South 30 acres of the  
West 1/2 of the Northwest 1/4 of Section 28, Township 40  
North, Range 14 East of the Third Principal Meridian, in Cook  
County, Illinois.

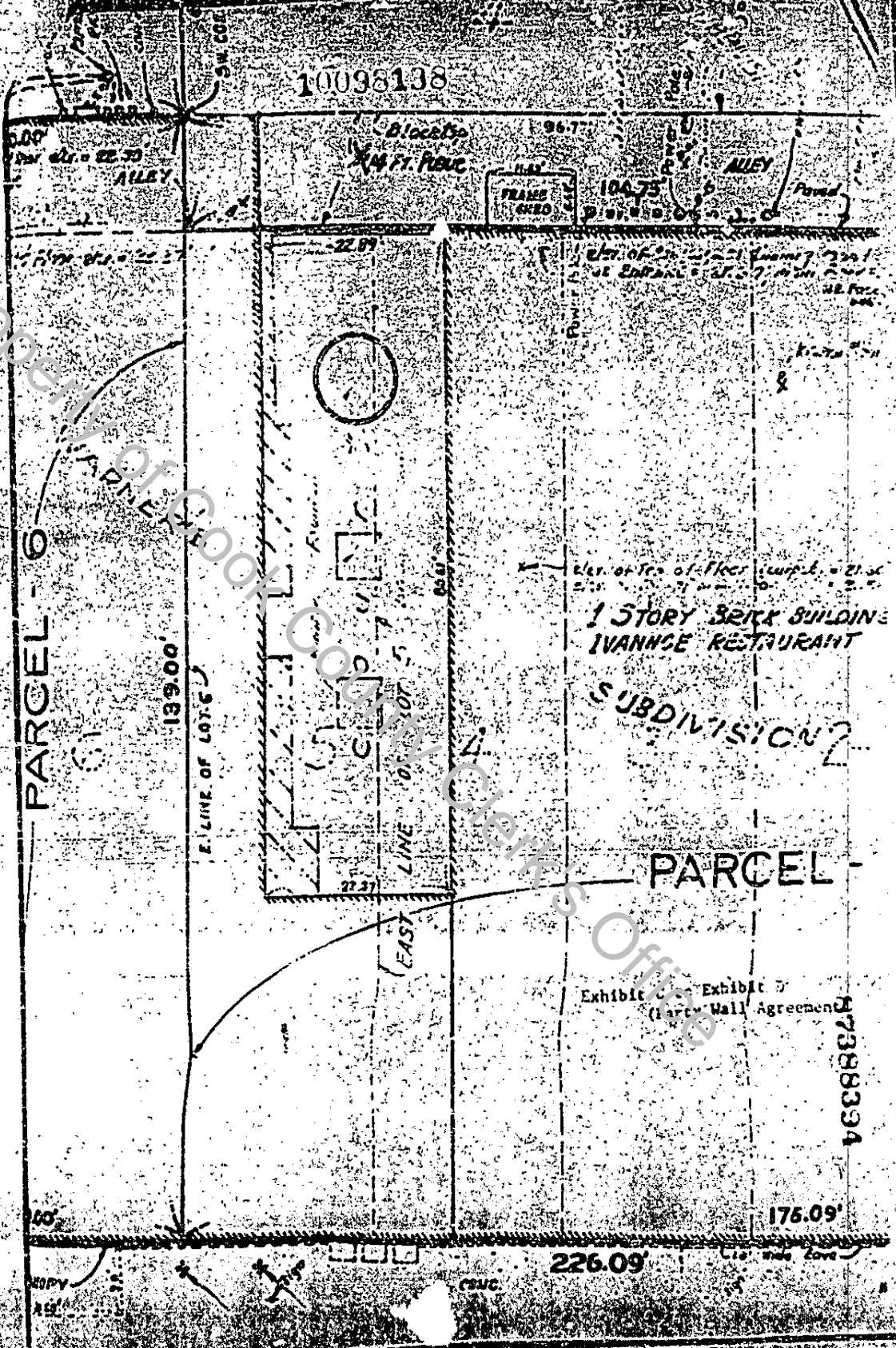
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1 STORY BRICK BUILDING  
IVANHOE RESTAURANT  
SUBDIVISION 2

Exhibit C - Exhibit D  
(Party Wall Agreement)

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