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PARTY WALL AGREEMENT

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2003-02-26 11:52:12
Cook County Recorder 54.50



THIS AGREEMENT made this 30th day of JANUARY, 2003, by and between 1902 STREE ASSOCIATES hereinafter referred to as the "First Party", and ANNA STEWART AND ANNE STEWART hereinafter referred to as the "Second Party";

RECITALS

WHEREAS, First Party is the owner of certain real property located at 240 WASHINGTON LAGRANGE, COOK County, Illinois, particularly described as follows:

SEE EXHIBIT A. ATTACHED

Permanent tax no: 18-04-237-022

and WHEREAS, Second Party is the owner of certain real property located at 241 WASHINGTON LAGRANGE, COOK, County, Illinois, particularly described as follows:

SEE EXHIBIT B. ATTACHED.

Permanent tax no: 18-04-237-021

and which property adjoins on its boundary the First Party's property; and

WHEREAS, there exists a building upon the property of the First Party and the Second Party and the wall of the said building is located on the dividing line between the premises of the parties and that the said wall is a party wall and is constructed for one-half of its thickness on each side of the division line between the premises of the parties;

NOW THEREFORE in consideration of ten (\$10.00) dollars in hand paid, receipt of which is hereby acknowledged, and the mutual covenants and agreements herein contained, the parties hereto do hereby agree for themselves, their respective heirs and assigns as follows:

1. License to Enter- For the purpose of repairing said party wall as may herein provided, each party is licensed by the other party to perform work reasonably required for the exercise of the rights provided in this Agreement.
2. Location- The wall is located on the property line between the properties of the parties mentioned.
3. Repairs and Maintenance- If it shall become necessary to repair or rebuild the wall or any portion thereof as constructed, the cost of such repairing or rebuilding as to such portions of the wall at the time used by both parties shall be at the expense of both parties in equal shares and as to any remaining portion shall be wholly at the expense of the party who shall exclusively use that portion.
4. Destruction of Party Wall- In the event that the party wall is totally or partially destroyed by fire or other cause, either party hereto shall have the right to reconstruct the same at his own expense if he alone intends to continue the use of the party wall, or at the expense of both parties in the event that both parties intend to continue the use of the party wall. In the event of the reconstruction of the party wall, the proceeds of any insurance received by any party for the destruction of the wall shall be applied towards the cost of reconstruction.

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5. Duration of Agreement- This agreement shall be perpetual and shall constitute and easement and a covenant running with the land; provided, however, that nothing herein contained shall be construed as a conveyance by either party of his respective rights in the fee of the land upon which the party will shall stand.

6. Entire Agreement- This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

7. Attorney's Fees- In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

8. Arbitration- Any dispute hereunder shall be submitted to arbitration under the rules of the American Arbitration Association. Judgement upon the award rendered may be entered in any court having jurisdiction thereof. Each arbitration proceeding shall be held in _____ County, Illinois.

9. Binding Effect- This Agreement shall be binding upon the undersigned, their respective successors, assigns and grantees.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures the day and year first above written.

19th STREET ASSOCIATES
AN ILLINOIS GENERAL
PARTNERSHIP

Adolf Stewiorek
ADOLF STEWIOREK

BY: Roger Anlas
GENERAL PARTNER

Tina Stewiorek
TINA STEWIOREK

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that on this day

appeared before me and are personally known to me to be the same persons who caused their signatures to be affixed to the above instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of January 2013



[Signature]
NOTARY PUBLIC

This document prepared by LAW OFFICES OF VICTOR CALCIATORE
PATRICK C. TURNER

Mail to PATRICK TURNER
507 S. WELLS
CHICAGO, ILL. 60607



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Legal Description

Lot ~~28~~²⁹ in Block 14 in Ira Brown's Addition to LaGrange, being a subdivision in the northeast 1/4 of Section 4, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 18-04-237-021

Commonly known as: ~~213~~²¹³ Washington, LaGrange, IL 60525

Property of Cook County Clerk's Office

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EX. "A"

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Legal Description

Lot 30 in Block 14 in Ira Brown's Addition to LaGrange, being a subdivision in the northeast 1/4 of Section 4, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 18-04-237-021

Commonly known as: 241 Washington, LaGrange, IL 60525

Property of Cook County Clerk's Office

EX. "B"