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Eugene "Gene" Moore Fee: \$46.00
Cook County Recorder of Deeds
Date: 04/05/2004 03:12 PM Pg: 1 of 2

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AGREEMENT ESTABLISHING PARTY WALL

This agreement is made this 23 day of August, 2003 between Joseph L. Shortino of 3250 South Shields, Unit E and Luigi Capellupo and Rosa Capellupo of 3250 South Shield, Unit D, both of the City of Chicago County of Cook, State of Illinois
WHEREAS:

JP

A. Joseph L. Shortino is the owner of the premises in the City of Chicago, County of Cook, State of Illinois, described as:

THE EAST 1/2 OF LOTS 24, 25, 26 AND 27 (EXCEPT THE NORTH 78.37 FEET THEREOF) IN BLOCK 3 IN THE SUBDIVISION OF BLOCK 4 IN CANAL TRUSTEES SUBDIVISION OF SECTIONS 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

hereinafter referred to as Lot A.

B. Luigi Capellupo and Rosa Capellupo is the owner of the premises in the City of Chicago, County of Cook, State of Illinois, described as:

THE SOUTH 18.85 FEET OF THE NORTH 78.37 FEET OF THE EAST 1/2 OF LOTS 24, 25, 26 AND 27 IN BLOCK 3 IN THE SUBDIVISION OF BLOCK 4 IN CANAL TRUSTEES SUBDIVISION OF SECTIONS 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

immediately adjoining Lot A to the North thereof and hereinafter called Lot B.

C. A condominium is located on Lots A and B with the North wall of the portion of the portion of the condominium located on Lot A and the South wall of the portion of the condominium located on Lot B forming a common wall and boundary between Lots A and B.

~~D. The parties desire to settle all questions relating to the ownership and use of such common wall and all differences between them relating to such boundaries for the reason set forth.~~

In consideration of the mutual covenants and promises set forth herein, the parties therefore agree as follows:

- (1) Party Wall Declaration. The wall shall be a party wall and the parties shall have the right to use it jointly.
- (2) Should such wall be damaged or destroyed by the default, negligence or other act or omission of one of the parties, such parties shall rebuild or repair the wall and shall compensate the other party for the damages for the property of the other party.

Should the wall at anytime while in use by both parties as aforesaid be injured by any cause other than the act or omission of either party the wall shall be repaired or rebuilt at their joint expense provided that the sum received from insurance against such injury or destruction shall be applied first to such repair or restoration.

LAW TITLE

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- (3) The parties agree that in the event of a dispute or controversy as to any matter within or arising out of this agreement, such dispute or controversy shall be submitted to the arbitration of two disinterested and competent persons mutually chosen who shall select a third person in the arbitration of such matter and this shall be an expressed condition precedent in legal or equitable action or proceeding of any nature.
- (4) The benefits and obligations of the covenants herein shall run with the land herein described so long as the wall or any extension thereof continues to exist and continues to bind the respected parties hereto their heirs, legal representatives and assigns.

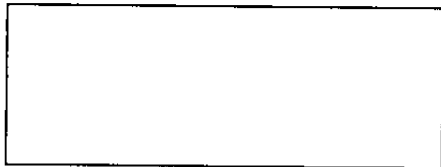
IN WITNESS WHEREOF, the parties have executed this Agreement at _____, Illinois the date and year first above written.

Joseph L. Shortino
Joseph L. Shortino

Luigi Capellupo
Luigi Capellupo

Rosa Capellupo

State of Illinois, County of COOK ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph L. Shortino and Luigi Capellupo ~~and Rosa Capellupo~~



personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and the person(s) acknowledged that the person(s) signed, sealed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth

Given under my hand and official seal this 23rd day of August, 2003.
[Signature]
Notary Public

Commission expires

THIS DOCUMENT WAS PREPARED BY:
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