

# UNOFFICIAL COPY

Doc#: 0426803009  
Eugene "Gene" Moore Fee: \$58.50  
Cook County Recorder of Deeds  
Date: 09/24/2004 09:54 AM Pg: 1 of 5



## PARTY WALL AGREEMENT

THIS AGREEMENT made this 5<sup>th</sup> day of May 2004 by and between the Chicago Trust Co., as Trustee under Trust Agreement dated 13 June 2003 and known as Trust Number 1112133 and Gabriel Andrade of 3217 West 38<sup>th</sup> Street, Chicago, Illinois:

### RECITALS

**WHEREAS** Chicago Title Land Trust Co., as Trustee under Trust Agreement dated 13 June 2003 and known as Trust Number 1112133 is the owner of the following parcel located in the City of Chicago, County of Cook, State of Illinois, and legally described as:

Lot 20 in Block 4 in Barnett Brother's Subdivision of the West  $\frac{1}{4}$  of the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PERMANENT REAL ESTATE INDEX NUMBER: 19-13-109-017-0000

COMMONLY KNOWN AS: 5656 South Albany  
Chicago, Illinois 60632

And whereas Gabriel Andrade is owner of the following parcel located in the City of Chicago, County of Cook, State of Illinois and legally described as;

Lot 19 in Block 4 in Barnett brother's Subdivision of the West  $\frac{1}{4}$  of the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 13,

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Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PERMANENT REAL ESTATE INDEX NUMBER: 19-13-109-038-0000

COMMONLY KNOWN AS: 5654 South Albany  
Chicago, Illinois 60632

**WHEREAS** there is now erected and in place a garage that is located one-half on Lot 19 and one-half on Lot 20 as delineated on the survey dated 1 April 2004, attached hereto and made a part hereof as Exhibit A;

**WHEREAS** there is a party wall that divides the garage; one-half of the thickness of this wall (more or less) being on each side of the property line that divides Lot 19 and Lot 20.

**NOW THEREFORE** in consideration of ONE DOLLAR and the mutual promises, covenants, and agreement contained herein (the receipt and sufficiency of which is hereby acknowledged) the parties **do hereby agree** (for themselves and their respective heirs, assigns, and successors-in-interest) **as follows:**

- (1) The Recitals contained above are incorporated into this Agreement as if set forth in *haec verba*.
- (2) The wall now dividing the garage shall be used and maintained as a party wall forever.
- (3) If the subject wall is at any time extended or modified, either in depth or height, the cost of such extension or modification shall be borne by the party making it.

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(4) If it becomes necessary to repair or rebuild the subject wall, or any portion thereof, as it is presently constructed and in place (or as hereafter extended or modified) then the cost of such repair and/or rebuilding shall be at the expense of both parties in equal shares.

(5) If (and when) the subject wall is rebuilt then it shall be in the same place and of the same or similar materials and of the same proportions as the subject wall presently exists unless the parties agree otherwise in writing.

(6) This Agreement shall remain in effect perpetually and shall be a covenant running with the land; provided however, that nothing herein shall be construed as a conveyance by either party of his respective rights in and to the fee of the land upon which the subject party wall stands.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures to this Agreement, consisting of six (6) paragraphs on three typewritten pages, including this signature page, and the attached survey.

✶ CHICAGO TITLE LAND TRUST COMPANY  
AS SUCCESSOR TRUSTEE TO

*Sandra M. Moran*  
-----

THE CHICAGO TRUST CO.,  
AS TRUSTEE UNDER TRUST  
AGREEMENT DATED 13 JUNE  
2003 AND KNOWN AS TRUST  
NUMBER 1112133

*Gabriel Andrade*  
-----

GABRIEL ANDRADE

SEE ATTACHED EXCULPATORY  
CLAUSE FOR SIGNATURE  
SEP 22 2004

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## TRUSTEE'S EXCULPATION

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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STATE OF ILLINOIS, COUNTY OF COOK SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Gabriel Andrade personally known to me to be the same person(s) whose name(s) 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, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 22<sup>th</sup> day of September, 2004



(Notary Public)

EXEMPT UNDER PROVISIONS OF PARAGRAPH \_\_\_\_\_ SECTION 31 - 45,  
REAL ESTATE TRANSFER TAX LAW  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Buyer, Seller or Representative

Prepared By:

**LUIS C. MARTINEZ**  
**ATTORNEY AT LAW**  
**4111 WEST 63<sup>RD</sup> STREET**  
**CHICAGO, ILLINOIS 60629**



Mail To:

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Name & Address of Taxpayer:

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