

# UNOFFICIAL COPY

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1999-12-07 11:46:57  
Cook County Recorder 43.50

## PARTY WALL AGREEMENT

This Agreement made and entered into this 11<sup>th</sup> day of November, 1999, by and between WILLIAM H. STASIEK and JENNIFER STASIEK and KIRK M. KUNZENDORF and SANDRA J. KUNZENDORF.

Whereas, William H. Stasiek and Jennifer Stasiek, are the owners of the following described property:

### PARCEL 1:

# GIT



THE SOUTH 37.90 FEET FRONT AND THE SOUTH 37.97 FEET REAR OF LOT 5 IN BLOCK 3 IN HANOVER HIGHLANDS, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST FRACTIONAL 1/4 AND THE NORTH 49 ACRES OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 10, 1962 AS DOCUMENT NO. 18471876, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NUMBER: 07-31-304-010  
COMMON ADDRESS: 6738 VALLEY VIEW ROAD, HANOVER PARK, IL 60103

and Kirk M. Kunzendorf and Sandra J. Kunzendorf are the owners of the following described property:

### PARCEL 2:

BEGINNING AT THE NORTHEAST CORNER OF LOT 5 IN BLOCK 3, THENCE SOUTH 37.02 FEET ALONG THE WEST LINE OF VALLEY VIEW ROAD TO A POINT, THENCE WEST AT AN ANGLE OF 89 DEGREES 59 MINUTES 45 SECONDS TO THE RIGHT FROM THE LAST DESCRIBED COURSE A DISTANCE OF 140.0 FEET TO THE EAST LINE OF BARRINGTON ROAD, THENCE NORTH ALONG THE EAST LINE OF BARRINGTON ROAD A DISTANCE OF 37.03 FEET TO THE NORTHWEST CORNER OF LOT 5, THENCE EAST ALONG THE NORTH LINE OF LOT 5, A DISTANCE OF 140.0 FEET TO THE POINT OF BEGINNING OF LOT 5 IN BLOCK 3 IN HANOVER HIGHLANDS, A SUBDIVISION OF THE SOUTH HALF OF THE NORTHWEST FRACTIONAL QUARTER AND THE NORTH 49 ACRES OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 10, 1962 AS DOCUMENT 18471876, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NUMBER: 07-31-304-011  
COMMON PROPERTY ADDRESS: 6740 VALLEY VIEW, HANOVER PARK, IL 60103

Whereas, there exist common walls dividing the aforesaid residential properties; and,

Whereas, it is the intention of the parties that, in the event of the sale of either of said residential properties, the dividing wall between the said units shall remain in the same condition for the use of any and all subsequent purchasers.

Now, therefore, the aforesaid parties, in order to protect each and every other purchasers, his successors and assigns of any unit as aforesaid, do hereby create easements in said party walls between the units as follows:

1. The said dividing walls are hereby declared to be party walls between the adjoining residences erected on said premises.
2. The cost of maintaining the party wall shall be borne equally by the owners on either side of said wall.
3. Said party wall shall not be materially altered or damaged by any of the parties nor shall any of the parties have the right to add to or detract from the party wall in any manner whatsoever, it being the intention that the party wall shall at all times remain in the same position as when erected. If it becomes necessary to repair or rebuild the party wall, or any portion thereof, same shall be rebuilt and erected in the same place where it now stands.

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4. In the event of damage or destruction of said wall from any cause, other than the negligence of either party thereto, the owners shall at joint expense repair or rebuild said wall, and each party, his successors and assigns shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay for his share, or all of such costs in the case of negligence, the other party may have said wall repaired or reconstructed and shall be entitled to have a mechanics' 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.

5. Neither party shall alter or change said party walls in any manner, interior decoration excepted, and said party walls shall always remain in the same location as when erected and each party to said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located for party wall purposes.

6. 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 any lot in said multiple unit shall be deemed to accept said deed with the understanding that each and every other purchaser is also bound by the provisions herein contained, and each and every 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.

7. This Agreement shall be binding upon the undersigned, their successors, assigns and grantees.

In Witness Whereof, the parties have caused this Agreement to be signed on the day and year first above written.

William H. Stasiek      Kirk M. Kunzendorf  
J. C. Stasiek      Sandra J. Kunzendorf

State of ILLINOIS  
County of COOK

09138387

I, the undersigned, a notary public in and for the county and state aforesaid, do hereby certify that on this day WILLIAM H. STASIEK and JENNIFER STASIEK and Kirk M. Kunzendorf and Sandra J. Kunzendorf 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 seal this 11<sup>th</sup> day of November, 1999.



Earl J. Roloff

NOTARY PUBLIC

PREPARED BY AND MAIL TO:

EARL J. ROLOFF  
ATTORNEY AT LAW  
1060 LAKE STREET  
HANOVER PARK, IL 60103

