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0810616057
Doc#: 0810616057 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/15/2008 03:12 PM Pg: 1 of 5



0923145076
Doc#: 0923145076 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/19/2009 12:19 PM Pg: 1 of 5

PARTY WALL AND COVENANT AGREEMENT

This Party Wall and Covenant Agreement (the "Agreement") is made and entered into this 28th day of March, 2003, by and between 2307 N. Albany, LLC, an Illinois limited liability company, and 2307 N. Albany, LLC, an Illinois limited liability company.

WHEREAS, 2307 N. Albany, LLC, is the holder of fee simple title to the property legally described in Exhibit A, attached hereto and made a part hereof (the "East Parcel");

WHEREAS, 2307 N. Albany, LLC, is the holder of fee simple title to the property legally described in Exhibit B, attached hereto and made a part hereof (the "West Parcel");

WHEREAS, there currently exists a wall along the boundary between the East Parcel and the West Parcel, which the parties hereto desire to provide for the existence and maintenance of as a party wall (the "Party Wall");

WHEREAS, there currently exists one common water meter for the East Parcel and West Parcel;

Prepared by and
After recording return to:

Douglas G. Shreffler
4653 North Milwaukee Avenue
Chicago, IL 60630

*Re-recording to correct the
legal description of Exhibit "A"*

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NOW THEREFORE, inconsideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Establishment of Party Wall. The Party Wall is hereby designated a party wall which shall exist for the common benefit of the parties to this Agreement and for the mutual benefit of the East Parcel and the West Parcel.

2. Existence of Party Wall. Neither party shall have the right to alter, remove, weaken or otherwise disturb the Party Wall without the written consent of the other party.

3. Maintenance. Each party shall be responsible for repairs which are necessitated by an event which originated on its side of the wall. If the wall is materially damaged by an act of God or other event which did not originate on either side of the wall, the cost of repairs shall be shared equally by the parties. Otherwise, each party shall maintain and repair and keep in good condition, the portion of the Party Wall which is located on its property. In performing said maintenance and repair the party performing the work shall take and observe due caution and care not to damage the property of the other party.

4. Water. Each party shall be responsible for fifty percent (50%) of all water bills levied the common water meter.

5. Binding on Successors. The terms of and covenants contained in this Agreement shall run with the land and be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

7. Amendments. This Agreement may be amended or modified only by a written instrument executed by the parties hereto or their respective successors and assigns.

2307 N. ALBANY, LLC

2307 N. ALBANY, LLC



Martin Babbo, as manager



Martin Babbo, as manager

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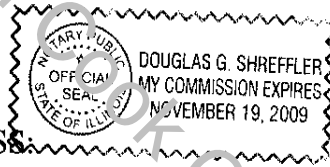
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said county, in the State aforesaid, DO HEREBY

CERTIFY THAT Martin Babbo, as manager, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered said instrument as his free and voluntary act for the purposes therein set forth

Given under my hand and official seal this 28th day of March, 2008.

Notary Public

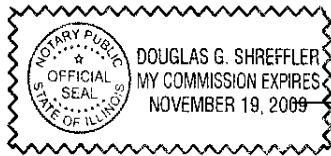


STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT Martin Babbo, as manager, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act for the purposes therein set forth.

Given under my hand and official seal this 28th day of March, 2008.

Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF LOT 16 IN FRICKE AND DOSE'S SUBDIVISION OF PART OF THE WEST 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTH 43.20 ACRES OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID LOT 16 WHICH IS 45.84 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 16 TO A POINT ON THE NORTH LINE OF SAID LOT 16 WHICH IS 46.41 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 16 AND LYING WEST OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID LOT 16 WHICH IS 101.99 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 16 TO A POINT ON THE NORTH LINE OF SAID LOT 16 WHICH IS 102.57 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 16 ALONG WITH THE SOUTH 14.08 FEET OF THAT PART OF SAID LOT 16 WHICH LIES EAST OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID LOT 16 WHICH IS 101.99 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 16 TO A POINT ON THE NORTH LINE OF SAID LOT 16 WHICH IS 102.57 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 16 ALL IN COOK COUNTY, ILLINOIS.

ADDRESS: 2307 N. Albany, East Townhome, Chicago, IL 60647
PIN NO.: 13-36-104-003-0000

Cook County Clerk's Office

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EXHIBIT "B"

LEGAL DESCRIPTION

THAT PART OF LOT 16 IN FRICKE AND DOSE'S SUBDIVISION OF PART OF THE WEST 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTH 43.20 ACRES OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DRAWN FROM A POINT OF THE SOUTH LINE OF SAID LOT 16 WHICH IS 45.84 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 16 TO A POINT ON THE NORTH LINE OF SAID LOT 16 WHICH IS 46.41 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 16 ALONG WITH THAT PART OF SAID LOT 16 LYING NORTH OF THE SOUTH 14.08 FEET THEREOF AND LYING EAST OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID LOT 16 WHICH IS 101.99 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 16 TO A POINT ON THE NORTH LINE OF SAID LOT 16 WHICH IS 102.57 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 16 ALL IN COOK COUNTY, ILLINOIS

ADDRESS: 2307 N. ALBANY, WEST TOWNHOME, CHICAGO, IL 60647

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