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Doc#: 1422019075 Fee: \$42.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Karen A.Yarbrough Cook County Recorder of Deeds Date: 08/08/2014 11:33 AM Pg: 1 of 3

PARTYWALL AGREEMENT (AGREEMENT)

This AGREEMENT, made and placed of record by NEGEV, LLC, an Illinois Limited Liability Company (DECLARANT), WITNESSETH, that:

WHEREAS, the DECLARANT is vested with title to the LAND legally described as

THE NORTH 10.00 FEET OF LOT 24 AND THE SOUTH 15.00 FEET OF LOT 25 IN TREGO'S SUBDIVISION OF BLOCK 21 IN EGANDALE, BEING A SUBDIVISION OF THE EAST 114 ACRES OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, TANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND THE NORTH 5.00 FEET OF LOT 23 AND FAF SOUTH 20.00 FEET OF LOT 24 IN TREGO'S SUBDIVISION OF BLOCK 21 IN EGANDALE, A SUBDIVISION OF THE EAST 118 ACRES OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX INDEX NOS.: 20-11-327-008 and 20-11-327-009

AND WHEREAS, there is now erected upon a portion of the LAND a brick structure (STRUCTURE) consisting of two (2) residences (RESIDENCES or HOMES),

AND WHEREAS, there exists a party wall (PARTY WALL) separating one RISIDENCE from the other RESIDENCE;

AND WHEREAS, DECLARANT is desirous of reducing to writing the within AGREEMENT, setting forth the rights and obligations of each of the current and future Owner(s) (OWNER(S) of the RESIDENCES:

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NOW, THEREFORE, the AGREEMENT is placed of record, and provides, as follows:

FIRST, the said PARTY WALL now erected and standing in the STRUCTURE, shall be and remains a PARTY WALL for the mutual benefit of each of the OWNERS, and their heirs, successor and assigns.

SECOND, each OWNER may use that portion of the PARTY WALL or any part thereof adjoining its HOME at all times hereafter, provided that the PARTY WALL shall never be used to impair or injure the same, or to impair or injure the STRUCTURE, and provided further that every OWNER shall comply with all provisions, covenants and conditions herein contained.

THIRD, in case the FARTY WALL shall be partially or totally destroyed or should it otherwise become necessary to repair or rebuild the same, or any portion thereof, the OWNERS shall repair or rebuild the same, and the expense of its repair or rebuilding shall be borne equally by the OWNERS, but provided that should said PARTY WALL, or any portion thereof, become impaired, injured or destroyed through any neglect or misuse by one OWNER, the expense of repairing or restoring shall be borne by said OWNER, and such OWNER shall be liable to the other OWNER, should the other OWNER repair or restore said PARTY WALL, for the cost and expense connected therewith. Each OWNER shall maintain and keep in force at its own expense, casualty insurance in coverage amounts sufficient to implement the repair or rebuilding herein provided.

FOURTH, any work of any kind done at any time hereafter upon or in respect to the PARTY WALL, shall be done in a substantial, workmanlike, thorough, skillfull and efficient manner, and shall conform in all respects to the laws and ordinances applicable thereto, in force at the time, and shall be done so as not to figure or impair the STRUCTURE.

FIFTH, each OWNER does further covenant and agree to protect and indemnify the other OWNER, their personal representatives, heirs, successors and assigns against all damage, cost and expense, including reasonable attorneys' fees or counsels' fees, that such other OWNER may be caused or put to incur at any time by reason of any violation of or non-compliance with any of the provisions or conditions of this ACREEMENT or that such other OWNER may pay, sustain or incur in enforcing the

1422019075 Page: 3 of 3

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obligations and covenants of this AGREEMENT, and such expenses and fees may be included in the judgment or decree in any suit arising hereunder or under or by reason or because of any of the provisions hereof.

SIXTH, this AGREEMENT and all the provisions and covenants thereof shall be deemed and are provisions and covenants running with the LAND and shall extend to, bind or inure to the benefit of, as the case may be, all OWNERS, their heirs, successors and assigns, at any time

IN WITNESS WAFAFOF, the DECLARANT has hereunto set its hand and seal hereto this _____ day of _AU(1.5T, 2014.

NEGEV, LLC, an Illinois Limited Liability

Company

ARNOLD UHR, Its Manager

STATE OF ILLINOIS SS COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that ARNOLD UHR, Manager of NEGEV, LLC, at Illinois Limited Liability Company, personally known to me to be the same person whose rame is subscribed to the foregoing instrument as such Manager appeared before me inis day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes set forth therein.

Given under my hand and Notarial Seal this Th day of AUGUST, 2013

(SEAL)

THIS INSTRUMENT PREPARED AFTER RECORDING MAIL TO: Avrum Reifer, Ltd. 3016 West Sherwin Avenue Chicago, Illinois 60645

PROPERTY ADDRESS! 5471-735. DREXELAVE CHICAVO, ILLIPOIS