

# UNOFFICIAL COPY



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Karen A. Yarbrough  
Cook County Recorder of Deeds  
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## PARTY WALL 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, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND THE NORTH 5.00 FEET OF LOT 23 AND THE 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 **RESIDENCE** 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 **PARTY 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 injure 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 **AGREEMENT** or that such other **OWNER** may pay, sustain or incur in enforcing the

