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Doc#: 2235629053 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 12/22/2022 12:11 PM Pg: 1 of 3

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Prepared by and after
recording mail to:

David Richardson
Nery & Richardson LLC
4258 West 63rd Street
Chicago, IL 60629

PARTY WALL AGREEMENT

This agreement is made as of the 7th day of November, 2022, between Antoneta Brinzan, and Carla Sanchez

Recitals

Whereas, Antoneta Brinzan is the owner of the property known as 4050 West 58th Place, Chicago, Illinois 60629 ("Parcel A"), legally described as set forth on Exhibit A attached hereto and made a part hereof.

Whereas, Carla Sanchez is the owner of the property known as 4048 West 58th Place, Chicago, Illinois 60629 ("Parcel B"), legally described as set forth on Exhibit B attached hereto and made a part hereof.

Whereas, there is a duplex located on Parcels A and B, separated by a wall ("Party Wall").

Whereas, in order to maintain a high quality, private residence while insuring a consistent, harmonious character to such properties and the preservation of their residential suitability to each owner of his/her unit, it is deemed desirable to place certain restraints on the above described parcels.

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The wall from now on constitutes and remains a party wall, and the parties shall, from the date hereof, have the right to use the wall as a party wall jointly with each other.
2. The wall shall be maintained and kept in good repair at all times by both parties.
3. The wall shall not be extended in any direction, either horizontally or vertically by either party, without the express written consent of the other party.

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4. Should the wall be injured or destroyed by any act or omission of either party, whether intentional or unintentional, the parties shall submit an insurance claim to his or her carrier.

5. Neither party to this agreement shall make or provide openings in the wall of any nature whatever without the written consent of the other party.

6. This party wall agreement shall be in effect so long as the wall is in existence and not substantially destroyed.

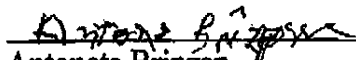
7. The covenants contained in this agreement shall be binding upon and inure to the benefit of each of the parties, their heirs, legatees, representative, transferees, successors and assigns.

8. Each party shall keep all exterior walls of its dwelling unit in good condition and repair at his or her sole cost and expense. Neither party shall do or permit to be done any act or thing that would tend to depreciate the value of the building, including without limitation, variance in design, color, or roofing.

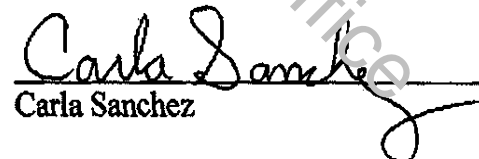
9. Nothing contained in this Agreement shall operate to convey to either party the fee to any part of the land owned or to be acquired by the other party, the creation of rights in and to any obligations with respect to the wall being the sole purpose of this Agreement.

10. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

Parcel A Owner:


 Antoneta Brinzan

Parcel B Owner:


 Carla Sanchez

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THE EAST 6 FEET 4 INCHES OF LOT 23 AND THE WEST 14 FEET 4 INCHES OF LOT 22 IN BLOCK 1 IN ROBINSON & GOOD'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY.

PIN: 19-15-22B-023-0000

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