

EASEMENT, PARTY WALL AND UTILITY SERVICE DECLARATION

This Declaration relating to mutual easements, mutual party wall and utility service rights and obligations executed and recorded by the undersigned AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated October 13, 1972 and known as Trust Number 77251, hereinafter referred to as "Owner", to create perpetual rights and obligations and be construed as covenants running with the land and each and every person accepting a deed to either lot 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 declarations and covenants herein contained to the same extent as though he had signed this instrument and this declaration shall be binding upon every grantee, devisee, successor or assign where the context so requires or admits.

WITNESSETH:

WHEREAS, "Owner" has title to the following described property, to wit:

Lots 22, 23, 24 and the North 3 feet of Lot 25 in Lake Louise Apartments Fifth Addition, being a Subdivision of part of the Northeast 1/4 of Section 17, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; and

WHEREAS, said property was occupied by two related families who shared general maintenance, real estate taxes and utility services to include, heating, air-conditioning, gas, electric, water and sewer services; and

WHEREAS, the related family occupancy with shared services is no longer feasible and "Owner" has subdivided the premises along the existing common party wall described, to wit:

Lot 1 and Lot 2 in Gyann's Massasolt Ave. & Edge Lake Dr. Resubdivision of Lots 22, 23, 24 and the North 3 feet of Lot 25 in Lake Louise Apartments Fifth Addition, being a Subdivision of part of the Northeast 1/4 of Section 17, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois; and

P.T.N: 24-17-201-111^{L-24}, 084^{L-23}, 083^{L-22} M. M.L.

Address: 5729 Edgelake dr. S.
Oak Lawn, IL

-85-324453

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3 5 2 2 4 4 3

WHEREAS, the future owners of Lot 1 and Lot 2 in said Subdivision shall each own and occupy each Lot as a single family residence with separately metered utility services, the respective owners and all future owners shall be bound, as follows:

1. The cost of maintaining the common party wall and shared services to include but not limited to the common sewer and utility supply lines for gas, electric and water service shall be borne equally by both lot owners.

2. The common party wall and shared services described above will not be materially altered in any way nor diminished or increased by either lot owner.

3. In the event of damage or destruction of said common party wall and shared services described above from any cause other than the negligence of either lot owner, the then owners shall, at joint expense, repair or rebuild said improvement and each owner, his successor and assign shall have the right to the full use of said improvement so repaired or rebuilt. If either owner's negligence shall cause damage to or destruction of said improvement, such negligent owner shall bear the entire cost of repair or reconstruction. If either owner shall neglect or refuse to pay his share, or all of such cost in the case of negligence or shall fail to timely pay his utility costs to include gas, electric and water costs, then after thirty (30) days written notice served, the other owner may have such improvement repaired or restored and may pay such delinquent utility charges and shall be entitled to have a mechanic's lien on the premises of the owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost or utility charges paid plus the full costs of attorneys fees, court costs and other expenses incurred.

4. Each lot owner shall have a perpetual easement in that part of the premises of the other lot owner on which said improvement is located to include but not limited to common supply lines and utility meters.

5. 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 either parcel shall be deemed to accept said deed with the understanding that they are bound by the provisions herein contained, and each and every subsequent 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.

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

DATED this 4th day of November, 1985 at Cook County, Illinois.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
as Trustee U/T/A #77251, dated October 13, 1972

By: [Signature]

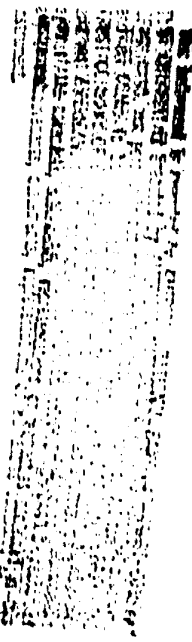
VICE PRESIDENT

Attest: [Signature]

ASSISTANT SECRETARY

This instrument is presented by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not a party to this instrument, for recording. All the original and copies of this instrument are on file in the office of the Clerk of Cook County, Illinois. The original instrument is on file in the office of the Clerk of Cook County, Illinois. The original instrument is on file in the office of the Clerk of Cook County, Illinois. The original instrument is on file in the office of the Clerk of Cook County, Illinois.

05-924453



UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

6 5 0 2 1 4 3

State of Illinois)
) SS.
County of Cook)

I, MAXINE J. PEARSON, a Notary Public in the State aforesaid,
do hereby certify that J. MICHAEL WEDLAN, VICE PRESIDENT
of American National Bank and Trust Company of Illinois and
UTARNE G. BAKER ASSISTANT SECRETARY of said Bank, who are personally known
to me to be the same persons whose names are subscribed to the foregoing
instrument as such VICE PRESIDENT and ASSISTANT SECRETARY
respectively did appear before me this day in person and acknowledged that they
signed and delivered the said instrument as their own free and voluntary act and
as the free and voluntary act of said Bank for the uses and purposes therein
set forth and the said ASSISTANT SECRETARY did then and there
acknowledge that _____, as custodian of the corporate
seal of said Bank, did affix said seal to said instrument as _____ own free and
voluntary act and as the free and voluntary act of said Bank for the uses and
purposes therein set forth.

Given under my hand and notarial seal this 19 day of NOV 19 1985,
A.D. 1985.

Maxine J. Pearson
Notary Public

Prepared By and Mail To:
Robert E. Kenny Jr., P. C.
5210 West 95th Street
Oak Lawn, Illinois 60453
Box 15

DEPT-01 RECORDING \$12.00
T#1111 TRAN 3387 12/16/85 11.01.00
#5571 # A * 85-324453

BOX
15

3.

-85-324453

85204453
A

UNOFFICIAL COPY

[Faint, illegible text from a document, possibly a contract or legal notice, is visible in the background.]

Property of Cook County Clerk's Office