

86-443267

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PARTY WALL AGREEMENT COOK COUNTY RECORDER

AGREEMENT MADE this 2nd day of Sept, 1986, by and

between Nicholas J. Dop, Jr. and Mona E. Dop
and Thomas and Lillian Gilruth

provides for, as follows:

WHEREAS, Nicholas J. Dop, Jr. and Mona E. Dop
is/are the owner(s) of the following described property commonly
known as: 275 N. Catherine, La Grange, Ill.
and legally described as follows:

Lot 18 in Block 3 in McWilliams and Parker's Addition to LaGrange
being a subdivision of part of the Northwest 1/4 of Section 4,
Township 38 North, Range 12, East of the Third Principal Meridian,
according to the plat thereof recorded May 29, 1881, as
Document No. 327896 in Book 15 of Plats, Page 91, in Cook County
Illinois.

WHEREAS, Thomas Gilruth and Lillian Gilruth
is/are the owner(s) of the following described property commonly

known as: 279 North Catherine, La Grange, Ill.
and legally described as follows:

Lot 17 in Block 3 in McWilliams and Parker's Addition to LaGrange
being a subdivision of part of the Northwest 1/4 of Section 4,
Township 38 North, Range 12, East of the Third Principal
Meridian, according to the plat thereof recorded May 29, 1881, as
document no: 327896 in Book 15 of Plats Page 91, in Cook County,
Illinois.

WHEREAS, there exist common walls dividing the aforesaid

~~garage~~
~~residential units~~

WHEREAS, it is the intention of the parties that in the event
of the sale of either of the said ~~residential units~~ garage,
dividing walls between the said units shall remain in the same condition
for the use of any and all subsequent purchasers.

NOW, THEREFORE, the aforesaid parties, in order to protect
each and every other purchaser, his successors and assigns, of any
unit as aforesaid, do hereby create easements in the said party
walls between the units, as follows:

86443267

One 775375

Dop - Anderson

86-443267

11 MAIL

NOTARY PUBLIC
WILLIAM J. WOOD
1987, 1981, 1984, 1986, 1988, 1990, 1992, 1994, 1996, 1998, 2000, 2002, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022, 2024, 2026, 2028, 2030

UNOFFICIAL COPY

1. The said dividing walls are hereby declared to be party walls between the adjoining ~~premises~~ erected on said premises.
2. The cost of maintaining the party wall shall be borne equally by the owners on either side of said wall.
3. The said party wall shall not be materially altered or changed by any of the parties, nor shall any of the parties have the right to add to or detract from the party wall in any manner whatsoever, it being the intention that the party walls shall at all times remain in the same position as when erected. If it becomes necessary to repair or rebuild the party wall, or any portion thereof, the same shall be rebuilt and erected in the same place where it now stands.
4. In the event of damage or destruction of said wall from any cause, other than the negligence of either party thereto, the owners shall, at joint expense, repair or rebuild said wall, and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay for his share, or all of such costs in the case of negligence, the other party may have said wall repaired or reconstructed and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay for the amount of such defaulting party's share of the repair or replacement cost.
5. Neither party shall alter or change said party walls in any manner, interior decoration excepted, and said party wall shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located, for party wall purposes.
6. 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 any lot in said multiple unit 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 covenants herein contained to the same extent as though he had signed this instrument.
7. This Agreement shall be binding upon the undersigned, their successors, assigns and grantees.

1986-09-24

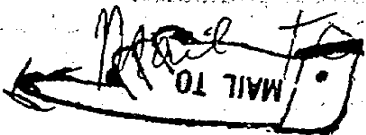
IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures the day and year first above written.

X Thomas Gilruth
 X Lillian Gilruth

David Minschief AS AGENT
 FOR MENTOR J. DOP & MONA F. DOP.

1986-09-24

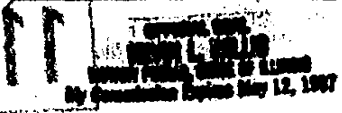
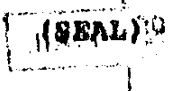
Prepared by
 STATE OF ILLINOIS)
 COUNTY OF COOK) SS
 Suburban Clarking
 Law Clerk Service
 3519 S. 55th Ave.
 Cicero, Ill. 60650



I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that on this day
Thomas Gilruth and Lillian Gilruth and David Minschief

appeared before me and are personally known to me to be the same persons who caused their signatures to be affixed to the above instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of September, 1986.



Kevin L. Will
 NOTARY PUBLIC