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PARTY WALL AGREEMENT

AGREEMENT MADE this 2nd day of Sept. 1986, by and between Nicholas J Dop Jr and Mona F Dop and Thomas and Lillian Gilruth

DEPT-91 RECORDING \$11.25 #1111 TRAN 0819 09/29/86 15.16.00 #2130 #C \* 86-443268 COOK-COUNTY RECORDER

provides for, as follows.

WHEREAS, Nicholas J Dop Jr and Mona F Dop is/are the owner(s) of the following described property commonly known as: 227 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.

PIN18-04-101-002

WHEREAS, is/are the owner(s) of the following described property commonly known as: 229 North Catherine, LaGrange, Ill. 60525

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, that the 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:

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DMC 775325 Dop-Anderson

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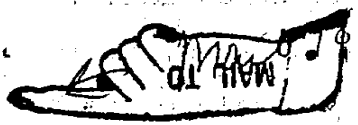
1. The said dividing walls here by declared to be party walls between the adjoining premises erected on said premises.
2. The cost of maintaining the party wall shall be borne equally by the owners on either side of said wall.
3. The said party wall shall not be materially altered or changed by any of 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.

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

X Nicholas J. DSP  
 X Mon F. DSP

Prepared By:

Suburban Clerking  
 Law Clerk Service  
 3519 S. 55th Ave.  
 Cicero, Ill. 60650



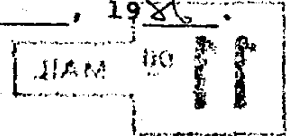
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF C O O K )

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that on this day NICHOLAS J. DSP JR & MON F. DSP

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 11<sup>th</sup> day of SEPT, 1986.

(SEAL)



Nicholas J. DSP  
 NOTARY PUBLIC  
 My Commission Expires Nov. 22, 1986.

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