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PARTY WALL AGREEMENT

This Party Wall Agreement is made flanks 1986, by and between Proviso Association for Retarded Citizens ("PARC"), an Illinois not-for-profit corporation, and American National Bank and Trust Company of Chicago, not individually, but as Trustee under a Trust Agreement dated February 25, 1983 and known as Trust No. 57210 ("Trustee").

The parties recite and declare that:

- A. The Trustee is the owner of adjoining parcels of land which shall be known as Parcel 1, legally described as set forth on Exhibit I attached hereto and made a part hereof, and Parcel 2, legally described as set forth on Exhibit II attached hereto and made a part hereof.
 - B. PARC is about to purchase Parcel 2 from the Trustee.
- C. There is now a building, commonly known as 4100-4130 Litt Drive, Hillside, Illinois, on the parcel to be purchased.
- D. The West wall of the building on Parcel 2, which also serves as the East wall of the building on Parcel 1 (commonly known as 4140 Litt Drive, Hillside, Illinois), which is a floor to metal deck concrete block wall approximately 100 feet long and approximately 8 inches thick ("the wall"), divides Parcel 1 from Parcel 2 and is divided along its length by the boundary line between the two parcels.
- E. The main controls of the sprinkling system for the building located on Parcel 1, which is commonly known as 4140-50 Litt Drive, Hillside, Illinois ("Building 1"), are located in the building located on Parcel 2, which is commonly known as 4100-30 Litt Drive, Hillside, Illinois ("Building 2").
- F. The parties desire that certain individuals and entities will be permitted access to Building 2 for purposes related to the main controls for the sprinkling system servicing Building 1 on the terms and conditions set forth below.

For reasons set forth above, and in consideration of the purchase of Parcel 2 by PARC and of the mutual covenants and promises set forth herein, the parties agree as follows:

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Property of County Clerk's Office

SECTION ONE

DECLARATION OF PARTY WALL

The wall is hereby declared to be and shall constitute a party wall, and PARC shall, from the date of conveyance to it of Parcel 2, have the right to use the wall jointly with the Trustee.

SECTION TWO

REPAIR AND REBUILDING

Should the party wall at any time while in use by both parties as aforesaid be injured by any cause other than the act or omission of either party, the wall shall be repaired or rebuilt as their joint expense, provided that any sum received from insurance against such injury or destruction shall be first applied to such repair or restoration. Should the party wall be injured by act or omission of either party, the wall shall be repaired or rebuilt at that party's expense.

SECTION THREE

ACCESS TO COUTROLS OF SPRINKLING SYSTEM

Any individual or entity that has a present interest in Building 1, including any occupant of said building, or the fee owner, beneficiaries, or any leastholder of Parcel 1, shall have the right to enter Building 2 to the extent reasonably necessary to gain access to the main controls for the sprinkling system servicing Building 1 and for the performance of any necessary repairs related to said sprinkling system. Unless the circumstances requiring access to the main controls are of an emergency nature such that a significant delay in gaining access to Building 2 would create a serious risk to 112e or property, access to Building 2 shall be upon reasonable advance notice to the occupant of Building 2 and shall be limited to regular business hours or as otherwise agreed between the occupant of Building 2 and the individual or entity seeking access. In such an emergency situation, access may be gained forcibly, if necessary, provided that the party so entering Building 2 will be responsible for any and all damage caused thereby.

SECTION FOUR

ARBITRATION

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Any controversy that may arise between the parties with respect to the necessity for, or cost of, repairs to any other rights or liabilities of the parties under this agreement shall be submitted to the decision of three arbitrators, one to be chosen by each of the parties hereto and the third by the two so chosen. The award of a majority of such arbitrators shall be final and conclusive on the parties.

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SECTION FIVE

BINDING EFFECT

The benefits and obligations of the covenants herein shall run with both parcels of land herein described so long as the wall or any extension thereof or the sprinkling system continues to exist, and shall bind the respective parties hereto, their heirs, legal representatives, and assigns. This Agreement shall not operate to convey to either party the fee to any part of the land owned or to be acquired by the other party. It is expressly understood that the creation of the rights and obligations concerning the party wall and rights of access to the sprinkling system are the only purposes hereof.

SECTION SIX

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TRUSTEE EXCULPATION

This Party Wall Agreement is executed by American National Bank and Trust Company of Chicago, not personally but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and under the express direction of the beneficiary or beneficiaries under a certain Trust Agreement dated February (25, 1983, and known as Trust No. 57210 with American National Bank and Trust Company of Chicago. It is expressly understood and agreed that nothing herein contained shall be construed as creeking any liability whatsoever, express or implied, against said trusten personally, and in particular, without limiting the generality of the foregoing, said trustee shall have no personal liability to pay any indebtedness accruing under said Party Wall Agreement, or to perform any covenant or agreement, either express or implied, therein contained and all personal liability of said American National Bank and Trust Company of Chicago of any sort is horeby expressly waived by PARC, and by every prson now or hereafter claiming any right or security hereunder. No duty shall rest upon American National Bank and Trust Company of Chicago, either personally or as such trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, except where said trustee is acting pursuant to direction as provided by the terms of said trust.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and attested by its Assistant Secretary, and Proviso Association for Retarded Citizens has caused these presents to be signed by its Vica Presents to be signed by its Vica Presents and attested by its Page And Attested by its Page Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee, as aforesaid, and not personally

By:	1 May	
20	Vice President	
Attast:	Malin	
	Assistant Secretary	

PROVISO ASSOCIATION FOR RETARDED CITIZENS, an Illinois not-for-profit corporation

By: HELL, C. Teck

Attest:

This document was prepared by:

Scott L. Glickson 444 N. Michigan Avenue, 36th Floor Chicago, IL 60611

After recording, please return to:

BOX 333 { 10150 Roosevelt Road Westchester, IL 60153

BCZ 333-WJ_2_

This document affects parcels with the following Permanent Real Estate Index Numbers: 15-08-420-034-0000, 15-08-420-022-0000, 15-08-420-031-0000, 15-08-421-042-0000, 15-08-421-044-0000, 15-08-414-030.

4100-4130 LITT DRIVE 4140 LITT DRIVE 4150 LITT DRIVE HILLSIDE, ILLINOIS

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COUNTY OF COOK

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LORETTA M. SOVIENSKI I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Hotan II. Johanson Hotal H. Johanson , Second Vice-President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and OULINAINE OF SOME Assistant Secretary of said national banking association, personally known to me to be the same persons whose are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of legs national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Note day of . 19	arial Seal this
DEC 5 1986	Tolla M. Sovenski
My commission expires	Notary Public

"DEFICIAL SEAL" Lerella M. Sovienski Notary Public, State of Illinois My Commission Expires 6/27/88

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STATE OF ILLINOIS)
COUNTY OF COOK
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I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that HENRY C. PECK., personally known to me to be (a).

President of PROVISO ASSOCIATION FOR RETARDED CITIZENS, an Illinois not-for-profit corporation, and JAN L. SUCHALA,

EXECUTIVE DIRECTOR, of said Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such.

President and EXECUTIVE, DIRECTOR they signed and delivered the said instrument and caused the Corporate seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 8th day of DECEMBER, 1986

Notary Public

My Commission Expires:

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Property of County Clerk's Office

EXHIBIT I

Legal Description - Parcel 1

A tract of land consisting of part of the 100 foot wide right of way of the Minnesota and Northwestern Railroad Company through the South East 1/4 of Section 8, Township 39 North, Range 12 East of the Third Principal Meridian (said strip being 50 feet on either side of the center line of the main track of said railroad company, as originally located and established across said Section 8);

together with parts of Lots 16 to 19, both inclusive, in Block 4 in Thomas Rowan's Subdivision, hereinafter described;

and also part of vacated Geneva Avenue lying West of and adjoining said Block 4 in Thomas Rowan's Subdivision and lying East of and adjoining Block 5 in said subdivision;

which tract of land is bounded on the North by the Northerly line of said 100 foot wide right of way of the Minnesota and Northwestern Railcond Company;

on the South by a line 100 feet South of, measured at right angles, and parallel with the Southerly line of said 100 foot wide right of way;

on the East by a line extender North, at right angles to the last described parallel line, from a point thereon 1,022.78 feet Easterly from the point of intersection of said parallel line with the Northerly line of Block 7 in Thomas Rowan's Subdivision aforesaid;

and on the West by a line extended North at right angles to said parallel line, from a point thereon (being 21so a point on the East line of the aforesaid Block 5 in Thomas Rowan's Subdivision) 922.94 feet Easterly from the aforesaid point c/ intersection of said parallel line with the Northerly line of Block 7 in Thomas Rowan's Subdivision;

the said Thomas Rowan's Subdivision being a subdivision of Lots 1 to 6, 15 to 23, 32 to 37, 42, 43, 48, 49, 50, 55, 56 and 57, together with the vacated street between Lots 2, 3 and 4, in James H. Whiteside and Company's Madison Street Addition, a subdivision of the South East 1/4, South of Butterfield Road, of Section 8, ownship 39 North, Range 12 East of the Third Principal Meridian; in Cook County, Illinois.

Commonly known as 4140 Litt Drive, Hillside, Illinois.

Property or Coot County Clerk's Office

EXHIBIT I - CONTINUED, PARCEL 1

A tract of land consisting of part of the 100 foot wide right of way of the Minnesota and Northwestern Railroad Company through the South East 1/4 of Section 8, Township 39 North, Range 12 East of the Third Principal Meridian (said strip being 50 feet on either side of the center line of the main track of said railroad company, as originally located and established across said Section 8);

together with parts of Lots 30 to 34, both inclusive, in Block 5 in Thomas Rowan's Subdivision, hereinafter described;

and also part of vacated Geneva Avenue lying East of and adjoining said Block 5 in Thomas Rowan's Subdivision;

which tract of land is bounded on the North by the Northerly line of said 100 foot wide right of way of the Minnesota and Northwestern Railroad Company;

on the South by a line 100 feet South of, measured at right angles, and parallel with the Southerly line of said 100 foot wide right of way;

on the East by a line extended North, at right angles to the last described parallel line, from a point thereon (being also a point on the East line of the aforesaid Elock 5 in Thomas Rowan's Subdivision) 922.94 feet Easterly from the point of intersection of said parallel line with the Northerly line of Block 7 in said Thomas Rowan's Subdivision;

and on the West by a line extended North, at right angles to said parallel line, from a point thereon 821.86 feat Easterly from the aforesaid point of intersection of said parallel line with the Northerly line of Block 7 in Thomas Rowan's Subdivision;

the said Thomas Rowan's Subdivision being a subdivision of Lots 1 to 6, 15 to 23, 32 to 37, 42, 43, 48, 49, 50, 55, 56 and 57, together with the vacated street between Lots 2, 3 and 6, in James H. Whiteside and Company's Madison Street Addition, a subdivision of the South East 1/4, South of Butterfield Road, of Section 8, Township 39 North, Range 12 East of the Third Principal Meridian; in Cook County, Illinois.

Commonly known as 4150 Litt Drive, Hillside, Illinois.

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Property of Cook County Clerk's Office

EXHIBIT II

Legal Description - Parcel 2

A tract of land consisting of part of the 100 foot wide right of way of the Minnesota and Northwestern Railroad Company through the Southeast 1/4 of Section 8, Township 39 North, Range 12, East of the Third Principal Meridian, (said strip being 50.0 feet on either side of the center line of the main track of said Railroad Company, as originally located and established across said Section 8); together with all or part of Lots 22 to 29, both inclusive, in Block 3 in Thomas Rowan's Subdivision, hereinafter described, and parts of the vacated North and South and East and West alleys in said 5 lock 3; and also all or parts of Lots 16 to 19, both inclusive, and Lots 26 to 32, both inclusive, in Block 4 in said Thomas Rowan's Subdivision, and all of the vacated North and South alley and part of the vacated East and West alley in said Block 4; and also part of vacated Grandville Avenue lying between said Blocks 3 and 4 in Thomas Rowan's Subdivision and lying South of the Northerly lines of said Blocks 3 and 4 extended Westwardly and Eastwardly to the conter line of said Grandville Avenue (said Northerly lines of Flocks 3 and 4 and extensions thereof being also the Southerly line of the aforesaid 100 foot wide right of way of the Minnesota and Northwestern Railroad Company); which tract is bounded and described as follows: Beginning at the point of intersection of the center line of the aforesaid vacated North and South alley in Block 3 with the aforesaid Southerly line of the 100 foot wide right of way of the Minnesota and Northwestern Railroad Company; thence South elong said center line of the vacated North and South alley in finck 3, and the Southward extension of said center line, 100.90 feet to its intersection with a line 100.0 feet South of, measured at right angles, and parallel with said Southerly line of the 100 foot wide right of way of the Minnesota and Northwestern Railroad Company; thence Westerly along the last described parallel line, 438.37 feet to a point thereon which is 1,022.78 feet Easter of from the point of intersection of said parallel line with the Northerly line of Block 7 in said Thomas Rowan's Subdivision; thence Northerly at right angles to said parallel line, 200.0 feet to a point on the Northerly line of the aforesaid 100 foot wide right of way of the Minnesota and Northwestern Railroad Company; thence Etstarly along along said Northerly right of way line, 411.58 feet to 215 point of intersection with the Northward extension of the center line of the aforesaid vacated North and South alley in Block 3; thence South along said Northward extension of the center line of the vacated North and South alley in Block 3, 100.90 feet to the point of beginning; the said Thomas Rowan's Subdivision being a Subdivision of Lots 1 to 6, 15 to 23, 32 to 37, 42, 43, 48, 49, 50, 55, 56 and 57, together with the vacated street between Lots 2, 3 and 4, in James H. Whiteside and Company's Madison Street Addition, a Subdivision of the Southeast 1/4, South of Butterfield Road, of Section 8, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 4100-30 Litt Drive, Hillside, Illinois.

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