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PARTY WALL AGREEMENT

86056157

This Agreement made this 28th day of January,
19 86, between Tyrone Leach and Gail Leach, his wife
and Kim Cleveland and Rozetta Cleveland,
his wife

Whereas, Tyrone Leach and Gail Leach, his wife
the owner(s) of the following described
property:

LOT 131 IN JEFFERY MANOR A SUBDIVISION OF SECTION 12,
TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

tax id no 25 12 205 058 vol 287

9629 S Merrill
Chicago, IL 60617

Whereas, Kim Cleveland and Rozetta Cleveland,
his wife the owner(s) of the following described
property:

LOT 132 IN JEFFERY MANOR A SUBDIVISION OF SECTION 12,
TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

tax id no 25 12 205 ~~057~~ vol 287

Whereas, there exists common walls dividing the
aforesaid, residential duplex units, and

Whereas, it is the intention of the parties
that in the event of the sale of either of the said
residential duplex units, that the dividing wall 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:

1. The said dividing walls are hereby declared to
be party walls between the adjoining residences 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 wall 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.

MAIL to. Joseph Wrobel
205 W. Randolph St.
Suite 1740
Chicago, IL
60606

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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 mechanics' 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 caused the undersigned, to be signed this day and date first above written.

Tyrone J. Leach
Gail Y. Leach
Kim Cleveland
Rozetta Cleveland

State of Illinois
County of Cook

I, PAMELA MARTIN a Notary Public in and for the County and State aforesaid do HEREBY CERTIFY that on this day Tyrone and Gail Leach, his wife, and Kim Cleveland and Rozetta Cleveland, his wife 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 seal this 29 day of January, 19 86.

Pamela Martin
NOTARY PUBLIC

My Comm. expires 12/31/89
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