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PARTY WALL AGREEMENT

87434789

This Agreement made this 21st day of July,
1987, between Josephine Artus
and Cranston Sparks and Bennett Sparks

Whereas, JOSEPHINE ARTUS
the owner (s) of the following described
6859 S. Calumet, Chicago, IL.
property:

(See Attached for Legal Description)

LOT 5 IN THE RESUBDIVISION OF LOTS 29, 30, 31 AND 32 IN
STRONG AND LETTER'S PARK MANOR SUBDIVISION OF BLOCK 3 IN
L.C.P. FREER'S SUBDIVISION OF THE EAST 1/4 OF THE SOUTHWEST 1/4
OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Whereas, CRANSTON SPARKS AND BENNETT SPARKS
the owner(s) of the following described
6867 S. Calumet, Chicago, IL.
property:

(SEE ATTACHED FOR LEGAL DESCRIPTION)

LOT 6 IN RESUBDIVISION OF LOTS 29 TO 32 INCLUSIVE IN STRONG AND LIETER'S
PARK MANOR SUBDIVISION OF BLOCK 3 IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF
SECTION 22, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Whereas, there exists common walls dividing the
aforesaid, residential APT. BLDGS. (units, ~~units~~, and

Whereas, it is the intention of the parties
that in the event of the sale of either of the said
APT. BLDGS. ~~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 damaged 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.

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COOK COUNTY RECORDER

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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 negligency 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 negligencce, 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 covenants 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 the day and date first above written.

Josephine G. ... -- 6859 S. Calumet
Benjamin S. ...
Lawston Sparks

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State of Illinois
County of Cook

I the undersigned, a Notary in and for the County and State aforesaid, Do Hereby Certify that Lawston Sparks and Josephine G. ... his wife, personally known to me to be the same person(s) whose name (s) Sparks subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Sparks signed, sealed and delivered the said instrument as Sparks free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal this 4th day of August 19 87.
Maury ...
Notary public

Commission Expires: 11/8/87

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prepared by mail to:

Cranston Sparks

1002 Arlene Ct. #303

Bloomington il 61701



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OFFICIAL SEAL
BRENDA GREEN
Notary Public, State of Illinois
My Commission Expires 1-22-80

NOTARY PUBLIC

Brenda Green

GIVEN under my hand and seal this 21st day of July, 1981

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 true and voluntary act for the uses and purposes therein set forth.

JOSEPHINE ARTUS on this day the County and State aforesaid do HEREBY CERTIFY that I, BRENDA GREEN a Notary Public in and for

State of Illinois County of Cook

Josephine Artus

Josephine Artus

Calumet S. 6859

IN WITNESS WHEREOF, the parties have caused the undersigned, to be signed the day and date first above written.

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

6. The covenants hereby created are and shall be perpetual and constitute 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.

5. Neither party shall alter or change said party walls in any manner, interior or exterior 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.

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.

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Bloomington

1002 A

Carsten

prepared

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