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This Instrument Prepared By:  
Michael D. Downing  
800 Waukegan Road  
Glenview, Illinois 60025

## PARTY WALL AGREEMENT

THIS AGREEMENT is made and entered in Chicago, Illinois, this 9<sup>th</sup> day of October, 1987, by and between THILLENS, INC. (hereinafter "THILLENS"), ALMAGAMATED TRUST & SAVINGS BANK, as Trustee under Trust Agreement dated February 2, 1987 and known as Trust Number 5240 (hereinafter "TRUSTEE") and TED KONTZIAS and MARIA KONTZIAS, Beneficiaries of said Trust (hereinafter "KONTZIAS");

### WITNESSETH:

WHEREAS, THILLENS is the owner of the real property commonly known as 4200-4242 N. Elston Avenue, Chicago, Illinois, and legally described as follows:

Lots 7 to 11 inclusive, in Block 16 in Walker's Subdivision of Blocks 1 to 31 of W. B. Walker's Addition to Chicago of the Southwest Quarter of the Southwest Quarter of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois; and

P.I.N. 13-14-310-017 Lots 7-11 inclusive

WHEREAS, TRUSTEE is the owner of the real property commonly known as 4200-4218 Elston Avenue, Chicago, Illinois, and legally described as follows:

Lots 1 to 6, inclusive, in Block 16 in Walker's Subdivision of Blocks 1 to 31 of W. B. Walker's Addition to Chicago of the Southwest Quarter of the Southwest Quarter of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois,

P.I.N. 13-14-310-011 Lot 1

P.I.N. 13-14-310-010 Lots 2-6 inclusive

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subject to the terms of this Agreement and KONTZIAS are Beneficiaries thereof;  
and

WHEREAS, there exists on Lots 2 through 6 and Lots 7 through 11 of said real property separate, improved buildings joined at Lots 6 and 7 by a common brick party wall, as more fully set forth on Gremley and Biederman Plat of Survey No. 86771 dated March 28, 1986, and attached hereto as Exhibit "A";  
and

WHEREAS, said party wall is approximately 13.2 inches thick and extends above the roof lines of each of said buildings approximately four feet, more or less all as more fully set forth on the Gremley & Biederman Plat of Survey No. 87164 dated February 10, 1987, and attached hereto as Exhibit "B";  
and

WHEREAS, it is the mutual desire of the parties hereto that said common (party) wall be retained and provisions for maintenance, repair or replacement of same be made.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, including the sale and purchase of said real property, the sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. That the centerline of the aforementioned party wall shall be considered to be on the division line of Lots 6 and 7, respectively, and to effectuate same, mutual and joint easements are hereby granted by each party to the other.

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2. That THILLENS, TRUSTEE and KONTZIAS, their heirs, successors and assigns, shall and may at all times hereafter, have the full and free liberty and privilege of using the aforementioned party wall, as well as below and above the surface of the ground and along the whole length or any part of the length thereof, each recognizing and acknowledging that said party wall is the support of the separate buildings located on Lots 2 through 6 and Lots 7 through 11, as aforesaid. And, the parties hereto further agree that they shall not do, permit or cause to be done, anything that will in any manner damage or destroy the said party wall.

3. The parties hereto agree that if it shall hereafter become necessary or desirable to repair or rebuild the whole or any portion of said party wall, the expense of such repair or reconstruction shall be borne equally by the parties hereto, their heirs, successors or assigns, as to so much and such portion of said party wall as the parties hereto, their heirs, successors and assigns, shall or may at the time of such repair or reconstruction be used in common for the purpose aforesaid, and whenever said party wall or such portion thereof shall be rebuilt, it shall be erected on the same spot and on the same line, and be of the same size, and the same or similar material, and of like quality with the present wall, unless the parties hereto otherwise mutually agree in writing.

4. The parties further agree that in case of damage or destruction of said party wall or any extension thereof including the foundation, either party, their heirs, successors and assigns, shall have the right to repair or rebuild the said party wall, or extension thereof, and the other party shall timely pay one-half (1/2) of the expense of such repair or reconstruction.

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5. The parties further agree that this Agreement shall be perpetual, and at all times be construed as running with the land; and no part of the fee of the soil on which the said party wall above-described stands shall pass or be vested in either party in any other manner than if this Agreement had not been made, and shall be binding on the parties, their heirs, successors and assigns.

6. This Agreement shall be recorded with the Cook County Recorder of Deeds.

7. As regards Paragraphs 3 and 4 above, the parties hereto agree that prior to undertaking any repair or reconstruction, the party undertaking same shall provide the other with ten (10) days written notice of such intended activity, and failure to object thereto shall be deemed to constitute consent. All notices shall be given at the property addresses herein set forth:

Thillens, Inc.  
4224-4242 Elston Avenue  
Chicago, Illinois 60618

Almagamated Trust & Savings  
Bank as Trustee aforesaid  
c/o Ted Kontzias  
4200-4218 Elston Avenue  
Chicago, Illinois 60618

8. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties, and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties, and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties, and agreements by the Trustee

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or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability, or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the ALMAGAMATED TRUST & SAVINGS BANK on account of this instrument or on account of any representation, covenants, undertaking, warranty, or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. This waiver is not intended to be a waiver of the obligation of the Beneficiaries under this or any subsequent Trustee to perform their obligations hereunder. The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date and at the place first-above stated.

THILLENS, INC.

By: [Signature]  
Title President  
[Signature]  
TED KONTZIAS  
[Signature]  
MARIA KONTZIAS

ALMAGAMATED TRUST & SAVINGS BANK, as Trustee aforesaid

By: [Signature]  
Its Edward C. Swalgard  
Vice President & Trust Officer  
[Signature]  
Asst. Secretary

[Signature]  
Secretary

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COOK COUNTY CLERK'S OFFICE  
111 NORTH DEARBORN STREET  
CHICAGO, ILLINOIS 60601





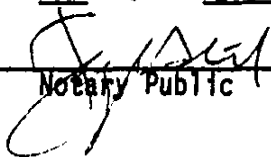
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STATE OF ILLINOIS )  
                          )SS  
COUNTY OF C O O K )

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that TED KONTZIAS and MARIA KONTZIAS 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 9<sup>th</sup> day of October, 1987.

  
\_\_\_\_\_  
Notary Public

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MAIL TO:  
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ATTORNEYS AT LAW  
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GLENVIEW, ILLINOIS 60025

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11-13-11

MAIL TO:  
WILLIAM ROBERT AND DOMINIC LTD.  
ATTORNEYS AT LAW  
222 W. WASHINGTON ROAD  
CHICAGO, ILLINOIS 60602

CONSENT OF MORTGAGEE

HYDE PARK BANK AND TRUST CO., an Illinois corporation, holder of a mortgage dated March 20, 1987, upon the property described in the above and foregoing Party Wall Agreement, hereby consents to the execution and recording of the above and foregoing Party Wall Agreement, and hereby submits the mortgage recorded in the Office of the recorder of Deeds, of Cook County, Illinois on March 31, 1987 as Document No. 87168799 to the provisions of the above and foregoing Party Wall Agreement.

IN WITNESS WHEREOF, the said HYDE PARK BANK AND TRUST CO. has caused this instrument to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois, on this 2nd day of October, 1987.

HYDE PARK BANK AND TRUST CO.

By: Carol A. Anderson  
Its Assistant Vice President

RECORDING \$18.25  
TRAN 8700 10/16/87 11:23:00  
#8700 #A \*87-561034  
COOK COUNTY RECORDER

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