

UNOFFICIAL COPY 87563835

Agreement / 5 6 3 8 3 5

This Agreement is dated July 14, 1987 and is between Steve and Jane Gardner (the "Gardners") and Jack and Donna Painter (the "Painters").

The Painters own the land described as follows (Index #05-17-302-002-0000 and 05-17-302-004-0000): The South 80 feet of Lots 9, 10 and 11 in E.P. Maynard and Company's Hubbard Woods Subdivision of Lots 1, 2, 3 and 4 (except the East 200 feet thereof) in Block 2 in County Clerk's Division in the SW 1/4 of Section 17, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. (871 Burn Ave, Winnetka, Illinois 60093)

The Gardners own the land described as follows (Index #05 17-302-001 and 05 17-302-303): The North 70 feet of Lots 9, 10 and 11 in E.P. Maynard and Company's Hubbard Woods Subdivision of Lots 1 to 3 and (except the East 200 feet) Lot 4 in County Clerk's Division of the South West 1/4 of Section 17, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. (875 Burn Ave, Winnetka, Illinois 60093)

The Gardners and Painters have agreed to build a fence on the property line between them running west about 90 feet from the north-west corner of the Painters' asphalt driveway.

The Gardners and Painters agree as follows:

Both parties will share the cost of building the fence.

Until either party sells its property:

(a) Both parties will own the fence jointly and share the cost of the maintenance, repair and upkeep of the fence.

(b) Neither party will remove or alter the fence without the other's permission.

(c) Neither party will be restricted from decorating its side of the fence as long as the decoration does not interfere with the other party's enjoyment of the fence.

Upon the first sale by either party of its property, the above agreements will terminate and title to the fence (but not any property under the fence) will transfer automatically to the other party. Upon such transfer, the party that owns the fence will have the right to keep it in its existing location on the property line but will not have the right to put a replacement fence on the property line.

This Agreement will not affect the right of the Painters to construct, own and use any fence running south from the east end of the fence covered by this Agreement.

This Agreement is binding on the land described above and is enforceable against the Painters and Gardners and their successors, assigns and grantees.

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The Painters 3 8 3 5



Jack Painter



Donna Painter

The Gardners



Steve Gardner



Jane Gardner

This Agreement was prepared by Jack Painter.

Property of Cook County Clerk's Office

87563335

UNOFFICIAL COPY

1 7 5 6 3 8 3 5

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that Jack Painter, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her free and voluntary act for the use and purpose set forth in such instrument.

Given under my hand and official seal this 15th day of July, 1987.

Linda K. Harman
Notary Public

My Commission Expires July 17, 1988

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that Donna Painter, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her free and voluntary act for the use and purpose set forth in such instrument.

Given under my hand and official seal this 15th day of July, 1987.

Linda K. Harman
Notary Public

My Commission Expires July 17, 1988

87563835

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that Steve Gardner, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her free and voluntary act for the use and purpose set forth in such instrument.

Given under my hand and official seal this 15th day of July, 1987.

Linda K. Harmer
Notary Public
My Commission Expires July 17, 1988

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that Jane Gardner, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her free and voluntary act for the use and purpose set forth in such instrument.

Given under my hand and official seal this 15th day of July, 1987.

Linda K. Harmer
Notary Public
My Commission Expires July 17, 1988

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Return to:

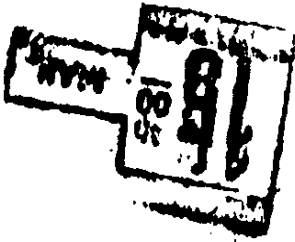
JACK W. PAINTER

871 BURR AVE.

WINNETKA, ILL 60093

87563835

Property of Cook County Clerk's Office



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COOK COUNTY RECORDER