

COOK COUNTY, ILLINOIS
UNOFFICIAL COPY 87661416

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PARTY WALL AGREEMENT

\$17.00

AGREEMENT MADE THIS 15TH day of December, 1987 by and between Harris Trust and Savings Bank, as Trustee under Trust Agreement dated August 20, 1941, Trust Number 3617 (the "Trustee"), and EDELMAN-JANKOW CO., INC., n/k/a E-J Industries, Inc., an Illinois corporation ("Edelman-Jankow").

W I T N E S S E T H:

WHEREAS, Edelman-Jankow is about to acquire from the Trustee certain property in Chicago, Cook County, State of Illinois, the legal description of which is attached hereto and made a part hereof as Exhibit A ("Property A");

WHEREAS, Malkov Lumber Company, Inc. ("Malkov") is the sole beneficiary of the above-referenced land trust which holds title to a certain property adjoining and contiguous to Property A on the Northerly side thereof, the legal description of which is attached hereto and made a part hereof as Exhibit B ("Property B");

WHEREAS, the parties hereto desire that the common wall which joins Property A and Property B shall be a party wall (the "Party Wall") in accordance with the terms and conditions set forth below;

NOW, THEREFORE, for the reasons set forth above, and in consideration of the conveyance of Property A by the Trustee to Edelman-Jankow, the parties hereto agree that:

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1. The owners of Property A and Property B, their respective heirs and assigns, shall be at liberty to use the Party Wall by inserting timbers or other materials up to but not beyond the vertical line drawn through the center and along the entire length of the wall or otherwise to use the wall in any manner that may not interfere with the equal use of the other half of the wall by the owner.

2. If it shall hereafter become necessary to repair or rebuild the whole or any portion of the Party Wall, the expense of such repairing or rebuilding shall be borne in equal shares by the owners of Property A and Property B, except that if the Party Wall has been damaged by acts or accidents of one party (or its employees or agents) such party shall pay the cost of repair. Either party, his successors or assigns shall have the right at all times to cause to be made any repairs necessary to maintain the wall in a safe and usable condition. The party causing the repairs to be made shall have the right to enter on the property of the other party to the extent reasonably necessary in performance of the work, provided that he shall take due precaution not to damage the property of the other party. The wall as repaired or reconstructed under the terms of this agreement shall be and remain a Party Wall. In the event that the Party Wall is destroyed by fire or by earthquake, tornado, or other act of nature, this Agreement shall be terminated.

3. The benefits and burdens of the covenants herein contained shall annex to and run with the land herein described so

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long as the wall continues to exist and is used as a wall by either party hereto and shall bind the successors, heirs, legal representatives, and assigns of the respective parties hereto; provided, that the obligation for repairs shall nonetheless be subject to the provisions of Paragraph 2 hereof.

4. The parties hereto covenant, for themselves, and their respective successors, assigns, heirs and representatives, each to and with the other, his or their successors, assigns, representatives and heirs, to observe the above agreement.

5. Subject to Paragraphs 2 and 3 hereof, this Agreement shall be perpetual.

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and that the undersigned
agencies of the Trust and
Savings Bank, stamped on the re-
verse side hereof, hereby expressly
made a part hereof.

Executed at Chicago, Illinois this 15th day of

December, 1987.

HARRIS TRUST AND SAVINGS BANK
AS TRUSTEE UNDER TRUST AGREE-
MENT DATED AUGUST 20, 1941,
TRUST NUMBER 3617

EDELMAN-JANKOW CO., INC.

and not individually

By: [Signature]

By: [Signature]

Its: VICE PRESIDENT

Its: President

ATTEST: [Signature]

ATTEST: [Signature]

By: [Signature]

By: [Signature]

Its: ASSISTANT SECRETARY

Its: ASSISTANT SECRETARY

PIN: 16-24-205-0714-0000 AD/BDO M.
1249 South Campbell Avenue, Chicago, Illinois

MAIL TO:
This Instrument Was Prepared By:

David H. Crawford
GARDNER, CARTON & DOUGLAS
321 N. Clark Street
Suite 3300
Chicago, Illinois 60610-4795
(312) 644-3000

BOX 333-HV

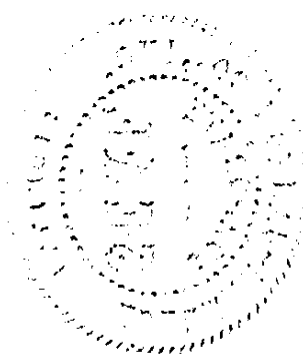
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Property of [Redacted]

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Harris Trust and Savings Bank while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements of the Harris Trust and Savings Bank or for the purpose or with the intention of binding said Harris Trust and Savings Bank personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Harris Trust and Savings Bank not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement, and that no personal liability or personal responsibility is assumed by, nor shall any lien be asserted or enforceable against the Harris Trust and Savings Bank on account of this instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this instrument, whether expressed or implied; all such personal liability, however, has been expressly waived and released by the client, and the undersigned persons claiming by, through or under the instrument hereby executed and hereby acknowledge that under the terms of the instrument the Harris Trust and Savings Bank has no authority or right to exercise the operation, management and control of the trust property and does not have any personal interest therein and that said trust has no right to sue or be sued, or sue and be sued from said trust premises. Notwithstanding anything in this instrument contained the Harris Trust and Savings Bank is not liable for the benefits of its trust and in the event of any liability incurred the provisions of the instrument, purporting to be for the benefit of the trust, the provisions of the instrument shall not apply.



[Faint vertical text, possibly a notary name or date]

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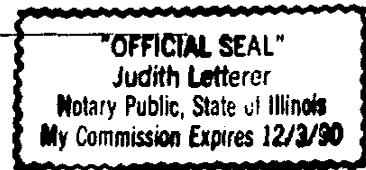
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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named JAMES S. PERNER of Harris Trust and Savings Bank, a national banking association, personally known to me to be the _____ of said national banking association and 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 severally acknowledged that as such _____ signed and delivered the said instrument and caused the corporate seal of said national banking association to be affixed thereto, as the free and voluntary act and deed of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 15th day of December, 1987.

Judith Letterer
Notary Public
Commission expires: _____



STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Barbara L. Gieff, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Leonard Weitman, personally known to me to be the _____ President of Edelman-Jankow Co., Inc. a corporation, and Keith Weitman, personally known to me to be the Assistant Secretary 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 Assistant Secretary, 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 as the 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 15th day of December, 1987.

Barbara L. Gieff
Notary Public
Commission Expires: 3/27/90

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OFFICIAL SEAL
NOTARY PUBLIC
STATE OF ILLINOIS

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, JUDITH LEIERER, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that JAMES J. PERNER of the Harris Trust and Savings Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Bank, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as for said Bank for the uses and purposes therein set forth; and the said Bank, then and there acknowledged that he as custodian of the corporate seal of said Bank, do affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid; for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 15th DAY OF December, A.D. 87.

Judith Leierer

"OFFICIAL SEAL"
Judith Leierer, Public
Notary Public, State of Illinois
My Commission Expires 12/3/90

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EXHIBIT A

That part of Lots 12, 13, and 14, taken as a tract, described as follows: (Note: the West line of Lots 13 and 14 is assumed as "Due North" for the following courses)--Beginning at the Southwesterly corner of said Lot 12, thence North $24^{\circ}28'10''$ West on the Westerly line thereof, 63.95 feet to the center-line of a 17" Brick Wall, for the Place of Beginning; thence North $65^{\circ}41'$ East on said center-line 130.68 feet to the center-line of a 12" Brick Wall; thence North $24^{\circ}19'$ West on said line, 3.80 feet to the center-line of a 12" Brick Wall; thence North $89^{\circ}49'$ East on said line, 50.94 feet to the East line of said Lot 13; thence "Due North" on the East line of said Lots 13 and 14, 79.0 feet to the center-line of a 12" Brick Wall; thence North $80^{\circ}40'$ West on said line, 188.94 feet to the West line of said Lot 14; thence "Due South" on said West line of Lots 13 and 14, 92.56 feet to the Southwest corner of Lot 13, being also the Northwest corner of said Lot 12; thence South $24^{\circ}28'10''$ East on the Westerly line of Lot 12, 49.41 feet to the place of beginning. All in Block 1 in the subdivision of Lots 2, 3, 5 to 8, inclusive and Lots 13 to 18 inclusive of Ogden's Subdivision of the East 1/2 of the Northeast 1/4 of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. (Containing 19,382 square feet).

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EXHIBIT B

All of Lots 15, 16, 17 and 18 and part of Lot 14 lying North of the following described center-line of a 12" brick wall; beginning at a point in the West line of said Lot 14, and on the said center-line of said wall, said point being 92.56 feet North of the Southwest corner of Lot 13; thence East on said center-line to a point in the East line of said Lot 14, said point being 186.90 feet South of the Northeast corner of said Lot 18, all in Block 1 in the Subdivision of Lots 2, 3, 5 to 8, inclusive and Lots 13 to 18, inclusive of Ogden's Subdivision of the East Half of the Northeast Quarter of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois containing 35,328 square feet.

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