PARTY WALL AGREEMENT

87086617

This Agreement made this 23rd day of December 19 86, between Stephen R. and Linda W. Patton and Frank Cornell

Whereas, Stephen R. and Linda W. Patton are the owner(s) of the following described property:

LOT 36 IN S. E. GROSS ADDITION TO BUENA PARK BEING A SUBDIVISION OF ALL THAT PART OF BLOCK 2 LYING WEST OF ALLEY RUNNING NORTH AND SOUTH THROUGH SAID BLOCK 2 IN SUBDIVISION OF BLOCK 6 IN LAFLIN SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 1.28 ACRES OF THE NORTHEAST CORNER THEREOF), IN COOK COUNTY, ILLINOIS.

A-F-O. 14-20-209-005 3836 N. Alta Vista Chg. IL

Whereas, Frank Cornell is the owner(s) of the following described property:

LOT 35 IN S. E. GROSS ADDITION TO BUENA PARK BEING A SUBDIVISION OF ALL THAT PART OF BLOCK 2 LYING WEST OF ALLEY RUNNING NORTH AND SOUTH THROUGH SAID BLOCK 2 IN SUBDIVISION OF BLOCK 6 IN LAFLIN SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 1.28 ACRES OF THE NORTHEAST CORNER THEREOF), IN COOK COUNTY, ILLINOIS. 3834 N. Alta Vista 14-20-209-006 Chg IL

Whereas, there exists common walls dividing the aforesaid, residential single-family units, and A-F-O SB

Whereas, it is the intention of the parties that in the event of the sale of either of the said single-family 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.

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Prepared by & mail to
Mr Patton
Kirkland & Ellis
200 E. Randolph
Chicago IL
60601

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

Stephen R. Patton

Frank R. Cornell

Linda W. Patton

State of Illinois
County of Cook

I, Celeste L. Sullivan a Notary Public in and for the County and State aforesaid do HEREBY CERTIFY that on this day Stephen R. and Linda W. Patton and Frank Cornell 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 23rd day of December, 19 86.

Celeste L. Sullivan
NOTARY PUBLIC