

UNOFFICIAL COPY 87066943

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DECLARATION OF PARTY WALL

THIS DECLARATION OF PARTY WALL is made this 16th day of January, 1987 by and among American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated August 22, 1979 and known as Trust No. 47489 (hereinafter called "party of the first part") and Michael Stolarski, Kimberly Steinke, Milton J. Steinke and Nancy M. Steinke (herein together called "party of the second part").

W I T N E S S E T H: That

WHEREAS, party of the first part is the owner of record of the property (herein called "Parcel 1, Lot 3") legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, party of the second part is the owner of the property (herein called "Parcel 2, Lot 4") legally described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, a brick residential building is located on Parcel 1, Lot 3 and another brick residential building is located on Parcel 2, Lot 4; and

WHEREAS, the northerly wall (herein called the "Wall") of the building located on Parcel 1, Lot 3 constitutes a common wall with the building located on Parcel 2, Lot 4; and

WHEREAS, the parties hereto desire that the Wall be declared a party wall and that any prior encroachment be consented to;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. Party Wall Declaration. The Wall is and shall remain a party wall.

2. Use. Each party hereto shall have the full right to join and use the Wall or any part thereof, both above and below the surface of the ground, for the insertion of and support of beams, joists, studs and other structural materials or in any other lawful manner as a party wall for the benefit and support of any building or addition thereto now located on or subsequently constructed on its premises, provided, however, that such use shall not impair the building of the other party and shall not impair the party wall benefits and support to which such other

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building is entitled. Without limiting the generality of the foregoing, the parties hereto hereby specifically approve and consent to the use of the Wall by each of the parties hereto and their predecessors as a party wall prior to and including the date hereof.

3. Restriction Against Openings. Neither party hereto shall make or provide windows or doors in the Wall without the prior written consent of the other party.

4. Extension of Party Wall. Neither party hereto shall have the right to add to or extend the Wall either horizontally or vertically without the prior written consent of the other party.

5. Repairing and Rebuilding. Should it become necessary at any time and from time to time to repair or rebuild the Wall or any part thereof, either party hereto may repair or rebuild said Wall. The cost of such repairing or rebuilding as to such portions of the Wall used at the time by both parties shall be at the expense of both parties in equal shares, and the cost of such repairing or rebuilding as to any remaining portion of the Wall shall be wholly at the expense of the party who shall exclusively use that portion; provided, however, that if any such repairing or rebuilding shall be necessitated by the fault, negligence or other act or omission of a party hereto, then notwithstanding anything to the contrary contained in this paragraph, the cost of such repairing or rebuilding shall be the sole expense of the party at fault and such party shall compensate and indemnify the other party for any damages to the other party resulting from such fault, negligence or other act or omission; and further provided that any decorating or redecorating of a portion of the Wall used exclusively by either party shall be at the expense of the party desiring such decorating or redecorating.

6. Demolition. Neither party hereto shall have the right to demolish the Wall or any part thereof without the prior written consent of the other party.

7. Duration and Effect.

(a) This Agreement shall continue in effect perpetually and shall be an easement and a covenant running with the land, provided, however, that nothing herein contained shall be construed as a conveyance by either party hereto of its respective rights in the fee of the property upon which the Wall shall stand.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee
aforesaid

By: *[Signature]*
2nd Assistant Vice President

DATED: January 16, 1987

ATTEST:
[Signature]
Assistant Secretary

By: *[Signature]*
MICHAEL STOLARSKI

By: *[Signature]*
KIMBERLY STEINKE

By: *[Signature]*
MILTON J. STEINKE

By: *[Signature]*
NANCY M. STEINKE

THIS INSTRUMENT WAS PREPARED BY



Gary Scott Saipe
ROSENTHAL AND SCHANFIELD
55 E. Monroe Street
Suite 4620
Chicago, IL 60603

Return the Recorded Instrument to: Gary Scott Saipe
at the above-referenced
address

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)
GWEN L. SHEPARD

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that SUZANNE G. BAKER, Assistant Vice President of American National Bank and Trust Company of Chicago (herein called the "Bank") and J. MICHAEL WILLIAMS, Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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; and the said Assistant Secretary then and there acknowledged that he, as custodian of 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 16th day of January, 1987.

Gwen L. Shepard
Notary Public

My Commission Expires:



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NOTARY PUBLIC
Cook County, Illinois
My Commission Expires

OFFICIAL SEAL
Cook County Clerk
My Commission Expires

UNOFFICIAL COPY

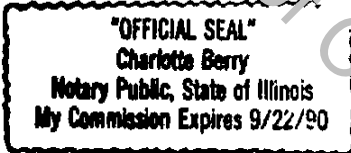
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael Stolarski, 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 signed and sealed said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of January, 1987.

Charlotte Berry
Notary Public



My Commission Expires: _____

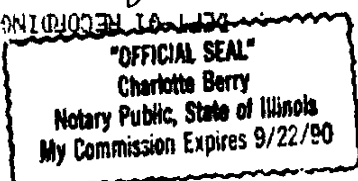
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Kimberly Steinke, 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 signed and sealed said instrument as his own free and voluntary act for the uses and purposes therein set forth.

COOK COUNTY REGRISTRAR

GIVEN under my hand and notarial seal this 16th day of January, 1987.

Charlotte Berry
Notary Public



My Commission Expires: _____

\$17.00
MAIL

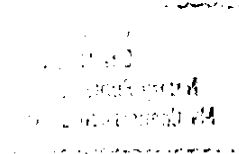
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\$17.90

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11/14/2013 10:00 AM

11/14/2013 10:00 AM

11/14/2013 10:00 AM

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

LOT 3 IN PUMPELLY'S RESUBDIVISION OF LOTS 2 TO 5 IN ARMSTRONG'S SUBDIVISION OF THE NORTH 3 ACRES OF BLOCK 39 IN CANAL TRUSTEE'S SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33 TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. EXCEPT THAT PART OF SAID LOT 3 LYING WESTERLY OF A LINE 51 FEET EAST OF AND PARALLEL WITH THE WESTERLY LINE OF LOTS 1 AND 2 IN PUMPELLY'S RESUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS

Easement appurtenant to and for the benefit of Parcel 1 as created by deed from Victor Millen to Tyrrel A. Richardson and Rose F. Richardson, his wife, dated April 12, 1948 and recorded April 28, 1948 as Document No. 14302282 for ingress and egress over the following described land, 2 feet to the East of and 2 feet to the West of a line starting at a point on the Southeasterly line of Lot 4, 51 feet East of the West line of Lot 3, extending North to the building line.

Also

4 feet to the alley in a Northwesterly direction starting on a line beginning from a point 103.95 feet from the Easternmost corner of Lot 4 on the Southeasterly line of said lot extending to said alley.

Also

4 feet to the Southeast of a line starting from a point 53.90 feet from the Northerly corner of Lot 2 along the Northwesterly lot line and extending to the point 15.60 feet in a Southeasterly direction along the present building line, in Cook County, Illinois.

P.D.N. 14 33.301 036 0000
Address: 1962 N. Lincoln Avenue
Chicago Ill. 60614

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EXHIBIT B

Parcel 2:

LOT 4 IN PUMPELLY'S RESUBDIVISION OF LOTS 2 TO 5 IN ARMSTRONG'S SUBDIVISION OF THE NORTH 3 ACRES OF BLOCK 39 IN CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. (EXCEPT THAT PART OF SAID LOT 4 LYING WESTERLY OF A LINE 51 FEET EAST OF AND PARALLEL WITH WESTERLY LINE OF LOTS 2 AND 3 IN PUMPELLY'S RESUBDIVISION AFORESAID) IN COOK COUNTY, ILLINOIS

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS NUMBER 1, 2 AND 3 AS CREATED BY DEED FROM VICTOR MILLEN TO TYREEL A. RICHARDSON AND ROSE F. RICHARDSON, HIS WIFE, DATED APRIL 12, 1948 AND RECORDED APRIL 28, 1948 AS DOCUMENT NUMBER 14362222 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND, 2 FEET TO THE EAST OF AND 2 FEET TO THE WEST OF A LINE STARTING AT A POINT ON THE SOUTHEASTERLY LINE OF LOT 4 51 FEET EAST OF THE WEST LINE OF LOT 3, EXTENDING NORTH TO THE BUILDING LINE

Also

4 feet to the alley in a Northwesterly direction starting on a line beginning from a point 103.95 feet from the Easternmost corner of Lot 4 on the Southeasterly line of said lot extending to said alley.

Also

4 feet to the Southeast of a line starting from a point 55.90 feet from the Northerly corner of Lot 2 along the Northwesterly lot line and extending to the point 15.60 feet in a Southeasterly direction along the present building line, in Cook County, Illinois.

P. I. N. 14.33.401.037.0000 G-M-O

Address: 1960 N. Lincoln Avenue
Chicago Ill. 60614 Jg.

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