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PARTY WALL AGREEMENT

THIS AGREEMENT is made and entered into as of this day of August, 1988, by and between Joseph Guardiola, and Lissa Guardiola; (hereinafter call "Guardiola"), and David Booz and Constance Booz (hereinafter called Booz)

WITNESSETH:

13.00

WHEREAS, Guardiola is the owner of the real property commonly described as 11256-58 S. Langley, Chicago, Illinois, and legally described as follows:

Lot 23 in block 6 in the original town of Pullman, being a subdivision in section 22, township 37 North, Range 14, East of the third principal meridian, in Cook County, Illinois

Permanent tax No. 25-22-215-040

(hereinafter called PARCEL A) ; and

WHEREAS, Booz is the owner of the real property commonly described as 11260-62 S. Langley, Chicago, Illinois, and legally described as follows:

Lot 24 in block 6 in the original town of Pullman, being a subdivision of part of the northeast 1/4 of section 22, township 37 North, Range 14, East of the third principal meridian, North of the Indian Boundary line lying East of the Right of Way of Illinois Central Railroad, in Cook County, Illinois.

Permanent tax No. 25-22-215-041

Permanent tax No.

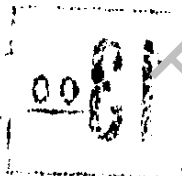
(hereinafter called PARCEL B)

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WHEREAS, PARCEL A and PARCEL B comprise a row house residential structure wherein the South wall of the residential structure of PARCEL A and the North wall of the residential structure of PARCEL B is the same wall, common to both structure (the said common wall hereinafter called the "PARTY WALL"); and

WHEREAS, Guardiola and Booz each desire to grant to and acquire from the other the reciprocal easements and rights to use and maintain the said PARTY WALL and that portion thereof which is or may be owned by the other;

NOW, THEREFORE, the parties hereto, and the spouse of each party, if any, in consideration of the mutual covenants, promises and agreements hereinafter set forth, DO HEREBY AGREE AS FOLLOWS:

1. If and to the extent that all or any portion of the PARTY WALL is located on PARCEL A and is, therefore, the property of Guardiola, or if Booz has any right, title, and or any portion of the PARTY WALL, Booz hereby conveys, remises, grants and otherwise transfers to Guardiola a license and easement to use the PARTY WALL for any and all purposes incidental to the occupancy of the structure of PARCEL B.

2. If and to the extent that all or any portion of the PARTY WALL is located on PARCEL B and is, therefore, the property of Booz, or if Guardiola has any right, title or interest of any kind, nature or description whatsoever in all or any portion of the PARTY WALL, Guardiola hereby conveys, remises, grants and otherwise transfers to Booz a license and easement to use the PARTY WALL for any and all purposes incidental to the occupancy of the structure of PARCEL A.

3. The easements, licenses and rights herein granted to each party shall be non-exclusive and shall be co-equal and complementary to the identical easements, licenses and rights granted to the other party.

4. Each party shall be equally responsible for the maintenance, upkeep, repair and replacement of the PARTY WALL and for any and all reasonable expenses incurred by either party as the result of the use of the PARTY WALL or as the result of this Party Wall Agreement provided, however, that any expenses incurred as the result of the negligence or the intentional actions or inaction of a party shall be the sole and exclusive responsibility of such party.

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5. The rights, easements and licenses herein granted shall be perpetual and shall be a covenant running with the land; provided, however, that nothing herein contained shall be construed as a conveyance by either party of such party's respective rights in the fee of the land upon which the PARTY WALL shall stand.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and date first above written.

[Signature]
Constantine Bozge

Joseph L. Guardola
Lissa J. Guardola

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, the undersigned, being a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Constantine Bozge and Joseph L. Guardola and Lissa J. Guardola

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, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 15th day of September 19

Commission expires: March 24, 1959.

[Signature]
Notary Public

THIS INSTRUMENT PREPARED BY

LEONARD A. NADEAU
Attorney at Law

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