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COOK COUNTY CLERK'S OFFICE

1988 DEC -2 PM 12: 54

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PARTY WALL AGREEMENT

\$18.00

This Party Wall Agreement is made as of this 30th day of NOVEMBER, 1988 by and between Boulevard Bank National Association not personally, but as Trustee under Trust Agreement dated February 26, 1987 and known as Trust Number 8499 (hereinafter referred to as "Owner Number One"), and North Avenue Limited Partnership, an Illinois Limited Partnership (hereinafter referred to as "Owner Number Two").

P E C I T A L S :

WHEREAS, Owner Number One is the owner in fee simple of a certain parcel of land legally described in Exhibit One, attached hereto and made a part hereof, which parcel is hereinafter referred to as Parcel Number One, and;

WHEREAS, Owner Number Two is the owner in fee simple of a certain parcel of land legally described in Exhibit Two, attached hereto and made a part hereof, which parcel is hereinafter referred to as Parcel Number Two, and;

WHEREAS, both Parcel One and Parcel Two are improved with buildings, and the wall (hereinafter the "Wall") between the buildings is a party wall, but no written Agreement had heretofore been necessary with respect to the Wall because the ownership of both Parcel Number One and Parcel Number Two had been in one party, and;

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bccg

7-87-988
79 886-18-11

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PROPERTY WARD AGREEMENT

This Property Ward Agreement is made on this _____ day of _____, 1988, between and between _____ and _____, both of _____, Illinois, and between _____ and _____, both of _____, Illinois, hereinafter referred to as "Parties".

The Parties have entered into this Agreement for the purpose of _____, and the Parties agree that the _____, which is attached hereto as Exhibit One, shall be the _____ of the Parties.

The Parties agree that the _____, which is attached hereto as Exhibit Two, shall be the _____ of the Parties.

The Parties agree that the _____, which is attached hereto as Exhibit Three, shall be the _____ of the Parties.

The Parties agree that the _____, which is attached hereto as Exhibit Four, shall be the _____ of the Parties.

The Parties agree that the _____, which is attached hereto as Exhibit Five, shall be the _____ of the Parties.

The Parties agree that the _____, which is attached hereto as Exhibit Six, shall be the _____ of the Parties.

The Parties agree that the _____, which is attached hereto as Exhibit Seven, shall be the _____ of the Parties.

The Parties agree that the _____, which is attached hereto as Exhibit Eight, shall be the _____ of the Parties.

The Parties agree that the _____, which is attached hereto as Exhibit Nine, shall be the _____ of the Parties.

The Parties agree that the _____, which is attached hereto as Exhibit Ten, shall be the _____ of the Parties.

The Parties agree that the _____, which is attached hereto as Exhibit Eleven, shall be the _____ of the Parties.

The Parties agree that the _____, which is attached hereto as Exhibit Twelve, shall be the _____ of the Parties.

The Parties agree that the _____, which is attached hereto as Exhibit Thirteen, shall be the _____ of the Parties.

The Parties agree that the _____, which is attached hereto as Exhibit Fourteen, shall be the _____ of the Parties.

The Parties agree that the _____, which is attached hereto as Exhibit Fifteen, shall be the _____ of the Parties.

The Parties agree that the _____, which is attached hereto as Exhibit Sixteen, shall be the _____ of the Parties.

The Parties agree that the _____, which is attached hereto as Exhibit Seventeen, shall be the _____ of the Parties.

The Parties agree that the _____, which is attached hereto as Exhibit Eighteen, shall be the _____ of the Parties.

The Parties agree that the _____, which is attached hereto as Exhibit Nineteen, shall be the _____ of the Parties.

The Parties agree that the _____, which is attached hereto as Exhibit Twenty, shall be the _____ of the Parties.

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WHEREAS, the parties desire to memorialize their agreement concerning the Wall in writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is mutually acknowledged, the parties agree as follows:

1. PARTY WALL. The Wall shall be deemed a party wall in all respects.

2. FUTURE EXTENSIONS OF WALL. Either party at any time may extend the Wall to such greater height as may lawfully be done, and may extend the Wall to such greater width upon its own land as it may see fit. The party building any such extension shall do as little damage as possible to the premises of the other party, and shall repair all such damages in a reasonable and timely manner, and if the extension is in the height of the Wall, carry up any chimneys built therein to a proper height. All such construction work shall be done in a good, substantial and workmanlike manner, in conformity with law and ordinances of the City of Chicago, and any other governmental body having jurisdiction thereover. Furthermore, no party shall begin any construction until it shall first have obtained and delivered a Certificate of Insurance to the other party insuring such other party for the loss or damage to the Wall for loss or damage to the other's premises, and for liability on account of the construction, in limits which are reasonably acceptable to the

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WHEREAS, the parties desire to memorialize their agreement concerning the Wall in writing, NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is mutually acknowledged, the parties agree as follows:

1. PARTY WALL. The Wall shall be deemed a party wall in all respects.

2. FUTURE EXTENSIONS OF WALL. Either party at any time may extend the Wall to such greater height as may lawfully be done, and may extend the Wall to such greater width upon its own land as it may see fit. The party building any such extension shall do so at his own expense and shall be responsible for the other party, and shall repair all such damage in a reasonable and timely manner, and if the extension is in the height of the Wall, carry up any chimney built therein to a proper height.

All such construction work shall be done in a good, substantial and workmanlike manner, in conformity with law and ordinances of the City of Chicago, and any other governmental body having jurisdiction thereover. Furthermore, no party shall begin any construction until it shall first have obtained and delivered a Certificate of Insurance to the other party insuring such other party for the loss or damage to the Wall for loss or damage to the other's premises, and for liability on account of the construction, in limits which are reasonably acceptable to the

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other party. Owner Number Two shall not in any way interfere with or remove support for the skylights or covered dome lights presently existing west of and adjoining the party wall.

3. REPAIRS AND REBUILDING. If it becomes necessary or desirable to repair or rebuild the whole or any portion of the Wall, the expense of the repairing or rebuilding shall be borne equally by the parties, as to so much of such portion of the Wall as the parties shall or may at the time of rebuilding or repairing be using in common, and that whenever the Wall or a portion thereof shall be rebuilt, it shall be erected on the same spot and on the same line, and the same or similar material, and of a quality not less than the present Wall. All construction hereunder shall be done in a good and workmanlike manner in conformity with all applicable laws and ordinances, and shall begin only after obtaining insurance reasonably acceptable to both parties.

4. COVENANTS, AGREEMENTS AND LICENSES TO RUN WITH LAND. The covenants, agreements and licenses herein contained, shall run with the land, and the liability to perform and the right to enforce performance of the same shall pass to the heirs, assigns and successors of the respective parties hereto: Provided, that no person shall be personally liable for the breach of any of the covenants and agreements herein contained unless such breach was committed during his ownership of the land.

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... party... shall not in any way interfere...
... support for the... or covered dome lights...
... the party wall...
... REPAIR AND REBUILDING...
... to repair or rebuild the whole or any portion of the...
... the expense of the... or rebuilding shall be borne...
... by the... as to the portion of the wall...
... the portion shall be as the... of rebuilding or...
... in... and that wherever the wall or a...
... it shall be... on the same...
... and the name of... material, and...
... All construction...
... in... manner in...
... and shall...
... acceptably acceptable to...
... shall...

... TO THE...
... shall...
... and the liability to... and the right to...
... shall pass to the...
... provided, that...
... liable for the breach of any of the...
... such breach was...
... of the land.

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

OWNER NUMBER ONE

OWNER NUMBER TWO

BOULEVARD BANK NATIONAL ASSOCIATION, not personally, but as Trustee under Trust Agreement dated February 26, 1987, and known as Trust Number 8499

NORTH AVENUE LIMITED PARTNERSHIP, an Illinois Limited Partnership

By: [Signature]
Vice President

By: [Signature]
General Partner

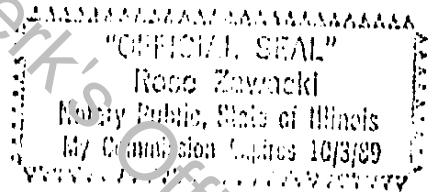
This Instrument Prepared By:

Stanton B. Miller
Anderson, McDonnell, Miller & Tabis
Attorneys at Law
200 South Wacker Drive, Suite 420
Chicago, Illinois 60606
Telephone: (312) 906-8100

I, the undersigned, a Notary Public in the State of Illinois, do hereby certify that Hal Ross Kessler, General Partner of North Avenue Limited Partnership, appeared before me this day in person and acknowledged that he signed said instrument as his free and voluntary act for the use and purposes set forth herein.

Given under my hand and seal this 30th day of November, 1988

[Signature]
Notary Public



Mail to:
Hal Ross Kessler
Kessler & E
205 W. Wacker
Chicago, IL

BOX 333-GG

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IN WITNESS WHEREOF, the parties and their hands and seals on

the day and date first above written.

OTHER NUMBER TWO

OTHER NUMBER ONE

NORTH AVENUE LIMITED PARTNERSHIP,
an Illinois Limited Partnership

FOURTH AVENUE BANK NATIONAL
ASSOCIATION, not personally,
but as trustee under trust
agreement dated February 26,
1977, and known as Trust
Agreement 8400

[Signature]
General Partner

[Signature]
Trustee

of the nature of a Torrey Public in the
State of Illinois, do hereby certify
that the above is a true and correct
copy of the original as filed in the
office of the Secretary of State of
Illinois, and acknowledged that he signed said
instrument as the true and voluntary
act and for the use and purpose set forth
herein.

This instrument prepared by:
Ernest S. Miller
Anderson, McDonnell, Miller & Taylor
Attorneys at Law
100 North LaSalle Street, Suite 200
Chicago, Illinois 60602
Telephone: (312) 467-6100

Witness my hand and seal this 26th day of
February, 1988

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EXHIBIT ONE

LOTS 12, 13, 14 and 15 IN JOHN YALES RESUBDIVISION OF BLOCK 40
AND OTHER BLOCKS IN ELSTON ADDITION TO CHICAGO IN SECTION 5,
TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

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ENCLOSURE

OF PEOPLE WHO PARTICIPATED IN THE 1968 ELECTIONS IN COOK COUNTY AND OTHER AREAS IN THE STATE OF ILLINOIS. THE INFORMATION IS BEING MADE AVAILABLE TO THE PUBLIC FOR THEIR INFORMATION AND USE. THE INFORMATION IS BEING MADE AVAILABLE TO THE PUBLIC FOR THEIR INFORMATION AND USE.

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EXHIBIT TWO

LOTS 5, 6, 7, 8, 9, 10 AND 11 IN JOHN YALES RESUBDIVISION OF
BLOCK 40 AND OTHER BLOCKS IN ELSTON ADDITION TO CHICAGO IN
SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

245-855 W. NORTH AVENUE
CHICAGO, IL

17-05-209-003
17-05-209-004
" 005
" 006
" 007

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EXHIBIT TWO

TO BE RECEIVED BY THE CHIEF OF POLICE OF THE CITY OF CHICAGO
FROM THE CHIEF OF POLICE OF THE CITY OF CHICAGO
SECTION 2, TOWNSHIP OF NORTH RANGE IN EAST OF THE THIRD
BRIDGE, COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

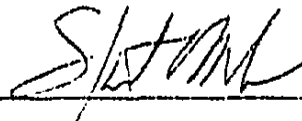
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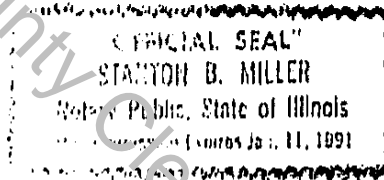
3 8 5 5 4 7 3 3

I, THE UNDERSIGNED NOTARY PUBLIC IN THE STATE OF ILLINOIS DO HEREBY CERTIFY THAT L. E. WHITCOMB, A VICE PRESIDENT OF THE BOULEVARD BANK NATIONAL ASSOCIATION, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES SET FORTH HEREIN.

GIVEN UNDER MY HAND AND SEAL THIS 1ST DAY OF DECEMBER 1988.



NOTARY PUBLIC



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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1988.

CLERK OF COOK COUNTY

Property of Cook County Clerk's Office

CLERK OF COOK COUNTY

CLERK OF COOK COUNTY
100 N. LAUREL ST.
CHICAGO, ILL. 60602
TEL. 312-743-3000

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CONSENT OF MORTGAGEE

BOULEVARD BANK NATIONAL ASSOCIATION, as holder of a note secured by a mortgage to BOULEVARD BANK, not personally, but as Trustee under Trust Agreements dated February 26, 1987 and known as Trust Number 8499, dated March 2, 1987 and March 13, 1987 and recorded as Document Number 87137108, which was modified pursuant to a modification dated March 13, 1987 which was recorded on July 21, 1987 as Document Number 87401670, which was further modified by Agreement dated May 20, 1987, recorded January 8, 1988 as Document Number 88012210, which was further modified by Agreement dated December 7, 1987, recorded January 5, 1988 as Document Number 88012211 consents to the terms and provisions of the attached Party Wall Agreement.

BOULEVARD BANK NATIONAL ASSOCIATION

By: David G. Stank
Asst. Vice President

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COMMISSION OF MORTGAGE

NOTICE TO BORROWERS OF THE NATIONAL ASSOCIATION OF REALTORS (NAR) regarding the proposed merger of NAR and the National Association of Home Builders (NAHB) to form the National Association of Home Builders and Realtors (NAHB/Realtors). The proposed merger is being implemented in three stages: 1) January 1, 1993, when the National Association of Home Builders (NAHB) will merge with the National Association of Home Builders and Realtors (NAHB/Realtors); 2) March 1, 1993, when the National Association of Realtors (NAR) will merge with the National Association of Home Builders and Realtors (NAHB/Realtors); and 3) July 1, 1993, when the National Association of Home Builders and Realtors (NAHB/Realtors) will merge with the National Association of Home Builders and Realtors (NAHB/Realtors). The proposed merger is being implemented in three stages: 1) January 1, 1993, when the National Association of Home Builders (NAHB) will merge with the National Association of Home Builders and Realtors (NAHB/Realtors); 2) March 1, 1993, when the National Association of Realtors (NAR) will merge with the National Association of Home Builders and Realtors (NAHB/Realtors); and 3) July 1, 1993, when the National Association of Home Builders and Realtors (NAHB/Realtors) will merge with the National Association of Home Builders and Realtors (NAHB/Realtors).

NATIONAL ASSOCIATION OF REALTORS

BY: _____
NAR President

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