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COOK COUNTY, ILLINOIS
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1988 DEC 16 AM 11: 23

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PARTY WALL AGREEMENT

This Agreement made this 9th day of November, 1988, between Lawrence A. Morrison and Heritage Standard Bank and Trust Co. as Trustee under Trust 8324.

Whereas, Lawrence A. Morrison and Trust 8324 the owner(s) of the following described property:

Lot 89 and 90 in Jeffery Manor, being a resubdivision of part of Block 1, all of Blocks 2 to 10 inclusive and part of Block 11 including vacated alleys and vacated parts of South Clyde Avenue, South Paxton Avenue, East 96th Street, East 96th Place, East 97th Street, East 97th Place, East 98th Street, East 98th Place, all in Hugh Maginnis' 95th Street subdivision of the east 1/2 of the west 1/2 of the north east 1/4 of Section 12, Township 37 North, range 14 east of the third principal meridian, in Cook County, Illinois.

Commonly known as:

9826 S. Merrill - T.I. 25-12-217-093
9828 S. Merrill - T.I. 25-12-217-094

12 00

Whereas, there exists common walls dividing the aforesaid, residential two units, and

Whereas, it is the intention of the parties that in the event of the sale of either of the said two 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 of 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 therefore, the same shall be rebuilt and erected in the same place where it now stands.

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

Lawrence A. Morrison

Standard Bank & Trust Company
As Trustee Under Trust 8324

BY: Dennis Radek
DENNIS RADEK Vice President

ATTEST: Linda M. Sobiski
LINDA M. SOBISKI Assistant Secretary

State of Illinois
County of Cook

I, Undersigned A Notary Public in and for the County and State aforesaid do HEREBY CERTIFY that on this day 2nd of DEcember of 1988. 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 2nd day of December, 19 88.

"OFFICIAL SEAL"
BETH ROSS
MY COMMISSION EXPIRES 7-14-92

Beth Ross
NOTARY PUBLIC

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY [illegible] as Trustee as aforesaid. [illegible] STANDARD BANK AND TRUST COMPANY [illegible]

mail to)
Fleet Mortgage
10046 So Western
Chgo 60642

BOX 333 - CC