

SHARED DRIVEWAY MAINTENANCE AGREEMENT

This Agreement made on the 9th day of January, 1986, by and between JESSIE WILKES and MARY L. WILKES, his wife, of the Village of Maywood, County of Cook, State of Illinois, hereinafter called grantors, and CHESTER L. CLEMENS and OZELLER CLEMENS, his wife, of the Village of Maywood, County of Cook, State of Illinois, hereinafter called grantees.

In consideration of the mutual covenants set forth herein, the parties agree as follows:

- 1. JESSIE and MARY WILKES own and have title to the real estate located at 1935 South 4th Avenue, Maywood, Cook County, Illinois, described as:

Lot 5 (except the North 40 feet and except the North 75 feet) in Block 6 in Stannard's First Addition to Maywood, being a Subdivision of the North 1/2 of the East 1/2 of the Southwest 1/4 of Section 14, Township 39 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

- 2. CHESTER and OZELLER CLEMENS own and have title to the real estate located at 1937 South 4th Avenue, Maywood, Cook County, Illinois, described as:

Lot 5 (except the South 40 feet and except the North 75 feet) in Block 6 in Stannard's First Addition to Maywood, being a Subdivision of the North 1/2 of the East 1/2 of the Southwest 1/4 of Section 14, Township 39 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

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- 3. Said properties are adjacent to each other so that the south line of WILKES' property touches the north line of CLEMENS' property.
- 4. That situated on the WILKES' property along said boundary line adjacent to MR. CLEMENS' property is a paved driveway which is shared by the parties hereto as a means of ingress and egress to their properties.
- 5. JESSIE WILKES and MARY L. WILKES, his wife, hereby grant a license to CHESTER L. CLEMENS and OZELLER CLEMENS, his wife, for the sole purpose of ingress and egress to and from CLEMENS' property.
- 6. The cost of maintaining the common driveway shall be borne equally by the owners on either side of said driveway and each party, his successors and assigns, shall have the right to the use of said driveway. If either party shall neglect or refuse to pay for his share of maintenance or repair costs, or all of such costs if damage was caused by said party's negligence, then the other party may have said driveway repaired or rebuilt 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 costs.

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State of Illinois, County of Cook ss. I, the undersigned, a notary public, in and for the county and State aforesaid, Do Hereby Certify That Chester L. Clemons & ZELLA Clemons, his wife 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 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 9th day of January, 1988

4-12-90
[Signature]
Notary Public

Property of Cook County Clerk

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State of Illinois, County of Cook ss. I, the undersigned, a notary public, in and for the county and State aforesaid, Do Hereby Certify That Jessie Wilkey & Mary L. Wilkey, his wife 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 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 9th day of January, 1988

4-12-90
[Signature]
Notary Public

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7. This agreement grants the right of ingress and egress and shall not be construed as an easement nor shall it constitute a covenant running with the land.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement.

Joseph Wilkes

GRANVOR

Chute & Co

GRANTEE

DEPT-01 RECORDING \$14.25
T#2222 TRAN 0425 01/25/88 10:47:00
#1921 # B * -88-03551
COOK COUNTY RECORDER

Mary L Wilkes

GRANVOR

Beller Clement

GRANTEE

/bjg
12/31/87

MAIL TO:

RONALD M. SERPICO
Attorney at Law
1807 Broadway
Melrose Park, IL 60160



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