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88125142

COMMON DRIVEWAY AGREEMENT

This Agreement made this 23RD day of MARCH, 19 88, between JOHN A. CHISHOLM and COMMUNITY BANK OF HOMEWOOD FLOSSMOOR TRUST NUMBER 77170

Whereas, JOHN A. CHISHOLM the owner(s) of the following described property:

LOT 17 IN BLOCK 6 IN FIRST ADDITION TO DOWNEY MANOR, BEING A SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 18, 1950 AS DOCUMENT 14780014, IN COOK COUNTY, ILLINOIS. 18646 Golfview, Homewood HI.

32 06 121 017

Whereas, COMMUNITY BANK OF HOMEWOOD FLOSSMOOR #77170 the owner(s) of the following described property:

LOT 16 IN BLOCK 6 IN FIRST ADDITION TO DOWNEY MANOR, BEING A SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 18, 1950, AS DOCUMENT 14780014, IN COOK COUNTY, ILLINOIS.

32 06 121 016

DEPT-91 RECORDING \$13.25
#2222 TRAN 7670 03/28/88 10:00:00
#8492 # B *88-125142
COOK COUNTY RECORDER

Whereas, there exists a common driveway dividing the aforesaid, residential 2 units, and

Whereas, it is the intention of the parties that in the event of the sale of either of the said 2 units, that the driveway 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 common driveway between the units, as follows:

- 1. The said driveway is hereby declared to be a common driveway between the adjoining residences erected on said premises.
2. The cost of maintaining the common driveway shall be borne equally by the owners on either side of said driveway.
3. The said common driveway shall not be materially altered or damaged by any of the parties nor shall any of the parties have the right to add to or detract from the common driveway in any manner whatsoever, it being the intention that the common driveway shall at all times remain in the same position as when erected. If it becomes necessary to repair or rebuild the common driveway, or any portion thereof, the same shall be rebuilt and erected in the same place where it now stands.

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Prepared By LMAI/KS David Kilo 1450 Aberdeen Chicago HI, IL 60641

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4. In the event of damage or destruction of said driveway from any cause, other than the negligence of either party thereto, the owners shall, at joint expense, repair or rebuild said driveway and each party, his successors and assigns, shall have the right to the full use of said driveway so repaired or rebuilt. If either party's negligency shall cause damage to or destruction of said driveway, 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 driveway repaired or reconstructed 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 cost.

5. Neighbor party shall alter or change said common driveway in any manner and said common driveway shall always remain in the same location as when erected, and each party to said common driveway shall have a perpetual easement in that part of the premises of the other on which said common driveway is located, for common driveway 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 aforesaid 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.

John Christolm Community Bank of Homewood Flossmoor
Trustee under Trust no. 77170

State of ILLINOIS
 County of COOK

88125142

The Community Bank of Homewood-Flossmoor assumes no responsibility for the validity or sufficiency of the foregoing assignment or acceptance for collateral purposes. The collateral assignee lender agrees that Community Bank of Homewood-Flossmoor shall not be liable to it or any party claiming through it for any failure by the trustee to keep the assignee advised of the status of the trust or any liens, foreclosures or encumbrances on the trust or the real estate comprising the trust, such liability of the trustee being hereby expressly waived and released.

The collateral assignee assumes entire responsibility for keeping itself apprised of the status of the trust and the real estate comprising the trust. The trustee agrees to allow the collateral assignee to review the trust file during normal business hours.

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State of Illinois, County of Cook, ss. I, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of said County.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19__.

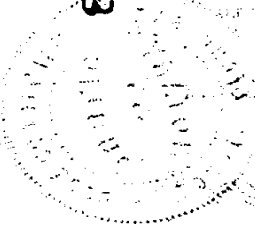
Clerk of Cook County

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COMMERCIAL TRUST COMPANY

88125142



NOTARY PUBLIC
Bonnie E. Kowalski

GIVEN under my hand and seal this 24th day of March 1988

set forth.
free and voluntary act for the use and purposes therein
signatures to be affixed to the above instrument as their
known to me to be the same persons who caused their
appeared before me and are personally

on this day John Christopher T. Stewart & Mary
for the County and State aforesaid do HEREBY CERTIFY that
I, THE UNDERSIGNED, a Notary Public in and

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6. The easements hereby created are and shall be
perpetual and construed as covenants running with the
land and each and every person acquiring a deed to any

common driveway purposes,
other on which said common driveway is located, for
perpetual easement in that part of the premises of the
and each party to said common driveway shall have a
driveway remain in the same location as when erected,
driveway in any manner and said common driveway shall
5. Neighbor party shall after or change said common

or replacement cost.
the amount of such defaulting party's share of the repair
lien on the premises of the party so failing to pay for
reconstructed and shall be entitled to have a mechanics'
the other party may have said driveway repaired or
share, or all of such costs in the case of negligence,
either party shall neglect or refuse to pay for his
bear the entire cost of repair or reconstruction. If
destruction of said driveway, such negligent party shall
either party's negligence shall cause damage to or
full use of said driveway so repaired or rebuilt. If
successors and assigns, shall have the right to the
repair or rebuild said driveway and each party, his
other party thereto, the owners shall, at joint expense,
driveway from any cause, other than the negligence of
4. In the event of damage or destruction of said

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