

# UNOFFICIAL COPY

88310809

## COMMON DRIVEWAY AGREEMENT

This Agreement made this 8th day of June,  
 1987 between EDDIE HARRIS  
 and BOBBY, MARTHA MICHELLE  
 Whereas, BOBBY + MARTHA MICHELLE  
 the owner(s) of the following described  
 property;

16-05-120-021 DGO

LOT 3 IN JOHN'S, CLARK'S ADDITION  
 TO BON AIR, BEING A SUBDIVISION, OF PART OF NORTH WEST  
 1/4 SOUTH OF THE NORTH 75 ACRES THEREOF, SECTION 5,  
 TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL  
 MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHEREAS, EDDIE HARRIS

the owner(s) of the following described  
 1344 N. AUSTIN  
 property LOT 4 IN JOHN'S, CLARK'S ADDITION TO BON AIR,  
 BEING A SUBDIVISION, OF PART OF NORTH WEST 1/4 SOUTH OF  
 THE NORTH 75 ACRES THEREOF, SECTION 5, TOWNSHIP 39 NORTH\*\*  
 Whereas, there exists a common driveway dividing  
 the aforesaid, residential 2 units, and

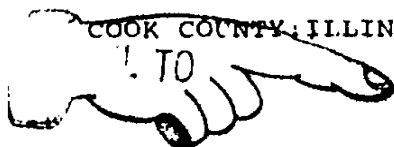
Whereas, it is the intention of the parties that  
 in the event of the sale of either of the said 2  
 units, that the driveway between the said units shall  
 remain in the same condition for the use of any and  
 all subsequent purchasers.

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.

\*\*RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
 COOK COUNTY, ILLINOIS.



Box 145

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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.

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. Neither 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 n

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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.

Eddie J. Harris

Bobby J. Mitchell

Martha E. Mitchell

State of Illinois

County of Cook

I, Ruth Halls a Notary Public in and for the County and State aforesaid do HEREBY CERTIFY that on this day June 21st 1988 Eddie J. Harris 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 use and purposes therein set forth.

GIVEN under my hand and seal the 21st day of June 1988.

Ruth Halls  
NOTARY PUBLIC

DEPT-01 RECORDING \$13.00  
18111 TRAM 5776 07/14/88 12 28:00  
43003 H 14 4 010 8810809  
COOK COUNTY RECORDER

STATE OF ILLINOIS )  
COUNTY OF COOK )

13.00

I Moe M. Forman, a Notary Public in and for the County and State Aforesaid do HEREBY CERTIFY that on this day June 27, 1988, BOBBY J. MITCHELL and MARTHA E. MITCHELL, 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 use and purposes therein set forth. GIVEN under my hand and seal the 27th day of June 1988.

"OFFICIAL SEAL"  
MOE M. FORMAN  
Notary Public, State of Illinois  
My Commission Expires 7/17/92

Moe M. Forman  
NOTARY PUBLIC

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