## **UNOFFICIAL COPY**

## PARTY WALL AGREEMENT

For and in consideration of ten dollars (\$10.00) in hand paid, NBD Trust Company of Illinois, as trustee under trust agreement number 66-3567, dated June 26, 1978, holding thereunder legal title to the land described as:

That part of lots 1 and 2 in block 71 in Russell, Mather and Roberts Addition to Chicago described as follows: Beginning at the Northeast corner of lot 1, aforesaid, thence West 24 feet; thence South 70 feet; thence East 24 flot; thence North along the East line of lots 1 and 2 to the place of beginning, in Section 9. Township 39 North, Renge 11, East of the Third Principal Meridian in Cook Courty, Illinois,

and commonly known as 641 West Grand Avenue, Chicago, Illinois. having permanent index number 17-09-106-014, hereinafter known as "641," enters into this ligreement this eighth (8th) day of August, 1989 with Bank of Revenswood, as trustee under trust agreement number 25-3730, dated December 20, 1978, holding thereunder legal title to the land described as:

That part of Lots 1 and 2 in Block 71 in Russell, Mather and Roberts Addition to Chicago described as follows: Beginning in the North Line of said Let 1, 24 feet West of the the Northeast corner thereof and running thence West 22 feet; thence South 70 feet; thence East 22 feet and: thence North 70 feet to the place of perioding. in \$12.2 Section 9, Township 39 North, Range 1111 700 0823 09701/89 13:44:00 Third Principal Meridian, in Cock County 46400 127:2-89-412711

COOK COUNT RECORDER Chicago, Clinois, and commonly known as 643 West Grand Avenue. having permanent index number 17-09-106-013, hereinafter known as "643."

The existing wall of the building situated at 641 abutting on 643 at the property dividing line of the two described parcels will from this time forward into perpuity be a party wall between \$12.25

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the two parcels. NBD Trust Company of Illinois, as trustee under trust number 66-3567 dated June 26, 1978, its beneficiaries, successors and assigns will have the right to join to and use the said wall, or any part thereof after first causing the wall to be of proper strength and thickness to sustain such weight as is to be born by the wall.

In case the party wall, existing, extended or restored, shall be damaged or destroyed, either party may restore, repair or rebuild same, the cost of such restoration, repair or rebuilding to be born equally between the then present beneficiaries of 641 and the then present beneficiaries of 643.

The legal title holders set forth above do set their hands to this agreement this eighth (8th) day of August. 1989, as trustees at the directions of their respective beneficiaries and not in personal capacity and no part of this agreement will be interpreted to cause either to be held for any act or ommission in effecting the intent of this agreement.

This instrument is executed by NBD TRUST COMPANY OF FILINOIS, not individually but solely as Trustee, as afressed, All the coverants and conditions to be performed hereuroer by NBD TRUST COMPANY OF ILLINOIS For increasing my it sale individual liability shall be asserted in entarceable against NBD TRUST COMPANY OF ILLINOIS by reason of any of the coverant and statements, representations, indemnifications or marrantles expressed of implied herein contained in this instrument.

NBD Trust Company of Illinois, as trustee uta 66-3567 dated June 26, 1978.
Successor Trustee to NBD Park Ridge Bank.
I/ka Citizens Bank & Trust Company

States a Jenning

This Agreement Tenant is by BANK OF RAVENDMOOD one individually of the second in certain Trust 25/37/30. The trust is a mile of the second in the second in

Bank of Ravenswood, as trustee uta 25-3730 dated December 20, 1978.

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Property of Cook County Clerk's Office

RETURN TO:

DAVID G. HARDING SUITE ZZOU 134 N-LASAUF OHICAGO, IL 6060Z