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PARTY DRIVE AGREEMENT

This agreement made this 14 day of NOVEMBER, 1977,
between SHARON + ROGER SMITH
and KEITH + ANN SCHIFITS,

Whereas, SHARON + ROGER SMITH the
owner(s) of the following described property:

LOT 140 IN DUNBAR ESTATES, A SUBDIVISION OF THE NORTH 3/4 OF THE
WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 34, TOWNSHIP 21
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN
(EXCEPT THEREFROM THE RIGHT OF WAY OF THE CHICAGO AND
SOUTHERN RAILROAD COMPANY) IN COOK COUNTY, ILLINOIS,
TRACT ADDRESS: 318 W. PARK CIRCLE, THE BRIDGEVILLE, ILLINOIS
24-24-318-014

Whereas, KEITH + ANN SCHIFITS the
owner(s) of the following described property:

LOT 140 IN DUNBAR ESTATES, A SUBDIVISION OF THE NORTH 3/4 OF
THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 34 TOWNSHIP 21 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM
THE RIGHT OF WAY OF THE CHICAGO + SOUTHERN RAILROAD COMPANY) IN
COOK COUNTY, ILLINOIS.

Whereas, there exists a party drive dividing the aforesaid,
residential lots, and,

Whereas, it is the intention of the parties that in the event of
the sale of either of the said lots, that the party drive between the said
lots 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 lot as
aforesaid, do hereby create easements in the said party drive between the
lots, as follows:

1. The said driveway is hereby declared to be a party drive
between the adjoining residences erected on said premises.
2. The cost of maintaining the party drive shall be borne
equally by the owners on either side of said party drive.
3. The said party drive 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 drive in any manner whatsoever, it
being the intention that the party drive shall at all times remain in the
same position as when erected. If it becomes necessary to repair or
rebuild the party drive, or any portion thereof, the same shall be rebuilt
in the same place where it now stands.
4. In the event of damage or destruction of said drive from any
cause, other than the negligence of either party thereto, the owners
shall, at joint expense, repair or rebuild said drive, and each party, his
successors and assigns, shall have the right to the full use of said drive
so repaired or rebuilt. If either party's negligence shall cause damage
to or destruction of said drive, 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 drive 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.

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Property of Cook County Clerk's Office

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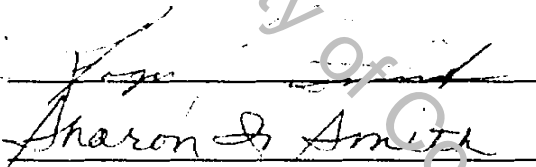
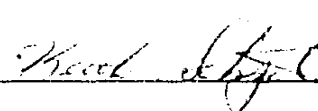
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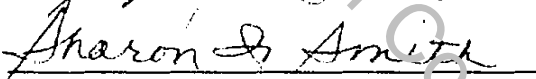
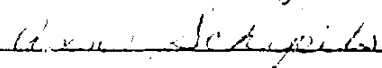
5. Neither party shall alter or change said party drive in any manner, and said party drive shall always remain in the same location as when erected, and each party to said common or division drive shall have a perpetual easement in that part of the premises of the other on which said party drive is located, for party drive 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 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 an 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.

State of Illinois = 89-557853
County of Cook

I, Barbara D. Kelly a Notary Public in and for the County and State aforesaid to HEREBY CERTIFY that on this day 11/14/57 Sharon & Amith Smith appeared before me and are personally known to me to be the same persons who caused their signatures to be affixed to the above instruments as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and seal this 14 day of _____, 1957.

Barbara D. Kelly
Notary Public



mail to:
Richard E. Burke
11950 S. Harlem Ave.
Pulaski Heights, Ill
60463

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