

UNOFFICIAL COPY

8900077

89360777

PARTY WALL AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of July, 1989, by and between JAMES C. STEIN a widower, hereinafter referred to as party of the first part, and KENNETH OGORZALEK and SHARON W. OGORZALEK, his wife, hereinafter referred to as parties of the second part.

W I T N E S S E T H :

WHEREAS, the party of the first part is the owner in fee simple of the following described parcel of real estate, hereinafter referred to as Parcel 1:

The North Half of Lot 5 in Robbins Resubdivision of Lots 8, 9 and 10 in Block 1 and the East Half of that part of Lots 1, 2, 3 and 4 lying East of the West 33 feet thereof in Block 2 of Arthur T. McIntosh and Company's second addition to Riverview, a subdivision of the North Half of the Southwest Quarter of the Northwest Quarter of Section 28, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

WHEREAS, the parties of the second part are the owners in fee simple of the following described parcel of real estate, hereinafter referred to as Parcel 2:

The South Half of Lot 5 in Robbins Resubdivision of Lots 8, 9 and 10 in Block 1 and the East Half of that part of Lots 1, 2, 3 and 4 lying East of the West 33 feet thereof in Block 2 of Arthur T. McIntosh and Company's second addition to Riverview, a subdivision of the North Half of the Southwest Quarter of the Northwest Quarter of Section 28, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

WHEREAS, the double wall which constitutes the Southern wall of the building located in Parcel 1, also constitutes the North wall of the building located in Parcel 2, and is so located one half on Parcel 1 and one half on Parcel 2 and the parties hereto desire to establish said wall as a party wall.

NOW THEREFORE, the parties herein do hereby declare the double wall existing between said Parcel 1 and said Parcel 2 to be a party wall as long as both said buildings are now constructed shall not be altered or changed materially.

No person shall have the right to structurally or acoustically modify, add to or detract from said party wall in any manner whatsoever, it being the intention that said party wall shall at all times remain in the same position as when erected and now located. Notwithstanding, the owners of the Parcels shall have the unlimited right to maintain, repair and redecorate the interior walls of their Parcels.

8949 Lats

PROPERTY SERVICES

89360777

UNOFFICIAL COPY

8 9 3 6 7 7 7

In the event of damage or destruction of said wall from any cause, other than the negligence of either party thereto, the then owners shall, at joint expenses, repair or rebuild said wall, and each use of said wall so repaired or rebuilt, provided except that if the one Parcel and not the other Parcel, the expense thereof shall be borne entirely by the owner of the Parcel from whence the damage or destruction originated. If either party's negligence shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share or all of such cost in case of originating cause or negligence of a party, the other party may have such wall repaired or restored and shall be entitled to sue for recovery of cost and reasonable attorney fees, and/or the right to record a mechanic's lien on the premises of the defaulting party for the amount of the defaulting party's share of the repair or replacement costs.

The parties hereto agree to maintain at their own expense, that part of said wall located on their own property so as to provide support for the floor, walls and roof of that part of said building belonging to the other party. Said wall shall not be demolished or substantially changed without the agreement of all parties.

The parties hereto hereby grant to one another the mutual and reciprocal rights of ingress and egress, for the sole and exclusive purpose of compliance with the various provisions of this instrument.

This agreement shall at all times be construed as a covenant running with the lands herein described and shall be binding upon the undersigned, their administrators, executors, heirs and assigns.

WITNESSETH the hand and seals of the parties hereto the day and year first above written.

James C. Stein
 JAMES C. STEIN

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)


I, WAYNE A. ADAMS, a Notary Public in and for the said County in the State aforesaid, do hereby certify that James C. Stein, a widower, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary

85366777

UNOFFICIAL COPY

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 27th day of July, 1989.



 NOTARY PUBLIC
 Commission Expires: December 9, 1989

WITNESSETH the hand and seals of the parties hereto the day and year first above written.



 KENNETH OGORZALEK


89360777


 SHARON W. OGORZALEK

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, WAYNE A. ADAMS, a Notary Public in and for the said County in the State aforesaid, do hereby certify that KENNETH OGORZALEK and SHARON W. OGORZALEK, his wife, personally known to me to be the persons whose names are 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 27th day of July, 1989. 89360777



 NOTARY PUBLIC
 Commission Expires: December 9, 1989

This document prepared by: Wayne A. Adams, Esq., 570 Northwest Hwy, Suite 4, Des Plaines, IL 60016

134 Mail

UNOFFICIAL COPY

MAIL TO: Wayne A. Adams, Esq.
570 Northwest Highway
Suite 4
Des Plaines, IL 60016



Property of Cook County Clerk's Office