

UNOFFICIAL COPY

90477459

EGS/dmw 8/24/90

0925a

PARTY WALL AND MAINTENANCE AGREEMENT

90477459

Agreement made September 10, 1990, between JOHN BUTLER and LOUISE BUTLER, of 5729 Edgelake (South), Oak Lawn, Illinois, and STANLEY DZIUGAS and SOPHIE DZIUGAS of

5729 Edgelake North, Oak Lawn, IL 60453 : DEPT-01 RECORDING \$16.25
: 73333' TRAN 7453 10/01/90 15:38:00
The parties recite and declare that: : \$1015 \$ C *-90-477459
: COOK COUNTY RECORDER

A. JOHN BUTLER and LOUISE BUTLER are the owners of adjoining parcels of land described as follows:

Lot 1 and Lot 2 in Gyann's Massasoit Avenue and Edge Lake Drive Resubdivision of Lots 22, 23, 24 and the North 3 feet of Lot 25 in Lake Louise Apartments Fifth Addition, being a Subdivision of part of the North East 1/4 of Section 17, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

B. STANLEY DZIUGAS and SOPHIE DZIUGAS are about to purchase from JOHN BUTLER and LOUISE BUTLER Lot 1 described above.

C. There is now a building on both parcels of property described above.

D. The parties desire that the south wall of such building on Lot 1 and the north wall of such building on Lot 2 shall be and remain a party wall.

For the reasons set forth above, and in consideration of the purchase of Lot 1 of the above-described tract of land by STANLEY DZIUGAS and SOPHIE DZIUGAS, and of the mutual covenants and promises set forth herein, the parties agree as follows:

90477459

SECTION ONE

DECLARATION OF PARTY WALL

The above-described wall shall constitute a party wall, and STANLEY DZIUGAS and SOPHIE DZIUGAS shall, from the date of conveyance to them of Lot 1 of the above-described tract, have the right to use the wall jointly with JOHN BUTLER and LOUISE BUTLER.

SECTION TWO

ANTENNA, WATER SERVICE AND STORM WATER SYSTEM

The above described two parcels and buildings also share a common television antenna, water service and storm water system. The parties agree that the periodic bills for water furnished by the Village of Oak Lawn shall be shared equally. Any other charges for village services appearing on the water bill shall also be shared equally.

SECTION THREE

REPAIR AND REBUILDING

Should the party wall, television antenna, water service or storm water system at any time while in use by both parties as aforesaid be injured by any cause other than the act or omission of either party, the wall, television antenna, water service or storm water system shall be repaired or rebuilt as their joint expense, provided that any sum received from insurance against such injury or destruction shall be first applied to such repair or restoration. Should the party wall, television antenna,

90477-159

water service or storm water system be injured by act or omission of either party, it shall be repaired or rebuilt at that party's expense.

SECTION FOUR

DURATION AND EFFECT OF AGREEMENT

This agreement shall be perpetual and the covenants herein contained shall run with both parcels of land above described, but the agreement shall not operate to convey to either party the fee to any part of the land owned or to be acquired by the other party, the creation of rights to a party wall being the sole purpose hereof.

SECTION FIVE

COORDINATION

Should it become necessary to replace the roof shingles or repaint the trim of the above described buildings on Lot 1 and Lot 2, the parties agree to choose the same type and color of shingle and the same paint color and brand for the trim.

SECTION SIX

ARBITRATION

The parties agree that in the event of a dispute or controversy as to any matter within or arising out of this agreement, such dispute or controversy shall be submitted to the arbitration of two disinterested and competent persons, mutually chosen, who shall select a third, and the arbitration of such matters shall be an express condition precedent to any legal or equitable action or proceeding of any nature whatsoever.

UNOFFICIAL COPY

SECTION SEVEN

ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties relating to the party wall rights herein granted and the obligations herein assumed, and any oral representation or modification concerning this instrument shall be of no force and effect.

In witness whereof, the parties have executed this agreement at Oak Lawn, Illinois the day and year first above written.

John J. Butler
John Butler

Louise Butler
Louise Butler

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the above described county and state, do hereby certify that JOHN BUTLER and LOUISE BUTLER, personally known to me to be the same 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.

Given under my hand and official seal this 10th day of September, 1990

" OFFICIAL SEAL "
EDWARD G. SCHUSSLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/4/92

Edward G. Schussler
Notary Public

90377459

UNOFFICIAL COPY

Property of County Clerk's Office

M 917 To

EDWARD G. SCHUBLER
GIVEN BY SCHUBLER & WILSON, LTD.
ATTORNEYS AT LAW
ONE E. CHURCH ST. SUITE 200
DALLAS, TEXAS 75201
CALL 592-1000

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Mailed To

EDWARD G. SCHABLER
EDWARD G. SCHABLER & WILSON, LTD.
ATTORNEYS AT LAW
641 N. CHICAGO AVE. SUITE 200
CHICAGO, ILL. 60610
ON APR 2, 2008