

UNOFFICIAL COPY

GARAGE WALL AGREEMENT

90611548

This Agreement made this _____ day of December 19 90, between Claude Mercier and Nettie Mercier his wife and Josephine E. Favre Loiseau and Jean W. Loiseau, her husband

Whereas, Claude Mercier and Nettie Mercier, his wife the owner (s) of the following described

property:

THE SOUTH 33 FEET OF LOT 9 IN BLOCK 1 IN THE SUBDIVISION OF BLOCK 8 IN CAROLIN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38, NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
7842 S. Paxton, Chicago, IL PTN 20-25-427-028

Whereas, Josephine E. Favre Loiseau and Jean W. Loiseau, her husband the owner (s) of the following described

property:

LOT 9 (EXCEPT THE SOUTH 33 FEET THEREOF) AND LOT 8 (EXCEPT THE 34 FEET THEREOF) IN BLOCK 1 IN THE SUBDIVISION OF BLOCK 8 IN CAROLIN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.
7838 S. Paxton

Whereas, there exists common walls dividing the aforesaid, residential one units, and

Whereas, it is the intention of the parties that in the event of the sale of either of the said one units, that the dividing wall 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 covenants in the said party walls between the units, as follows:

1. The said dividing walls are hereby declared to be party walls between the adjoining residences located on said premises.

2. The cost of maintaining the party wall shall be borne equally by the owners on either side of said wall

3. The said party wall 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 party wall in any manner whatsoever, it being the intention that the party wall shall at all times remain in the same position as when erected. If it becomes necessary to repair or rebuild the party wall, or any portion thereof, the same shall be rebuilt and erected in the same place where it now stands.

COOK COUNTY RECORDER

#3657 # 20-90-11848
142222 TRAN 1199 12/17/90 12:54:00

DEPT-01 RECORDING

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4. In the event of damage or destruction of said wall from any cause, other than the negligence of either party thereto, the owners shall, at joint expense, repair or rebuild said wall, and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligency 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 for his share, or all of such costs in the case of negligence, the other party may have said wall 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 party walls in any manner, interior decoration excepted, and said party wall shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located, for party wall 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 in said multiple unit 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 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.

Claude Mercier Nottie Mercier
Josephine E. Favre Louiscau and Joan W. Louiscau

900211648

State of ILL
 County of COOK

I, Joseph Jackson a Notary Public in and for the County and State aforesaid do HEREBY CERTIFY that on this day Claude Mercier and Nottie Mercier, and Josephine E. Favre Louiscau and Joan W. Louiscau

appeared before me and are personally know 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 uses and purposes therein set forth.

GIVEN under my hand and seal this 12th day of July, 1941.

Joseph Jackson
 NOTARY PUBLIC



PREPARED BY: Joseph Jackson
 2018 2154
 CHICAGO ILL COOK

MAIL TO:
 JOE JACKSON
 2049 E. 75th CHICAGO 60649