

UNOFFICIAL COPY

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PARTY WALL AGREEMENT

Agreement made this 29th day of June, 1990, between CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT #43603, hereinafter called "Trustee") of Chicago, Illinois PREMIUM PRODUCTS, PLUS, INC. (herinafter called "Premium") of Stone Park, Illinois.

A. Premium is the owner of the premises in the Village of Stone Park, County of Cook, State of Illinois, legally described as:

LOTS 38, 39, AND 40 IN BLOCK 9 IN H.O. STONE AND COMPANY'S WORLD'S FAIR ADDITION, A SUBDIVISION OF PART OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AS SHOWN ON PLAT RECORDED AS DOCUMENT 10262949 IN COOK COUNTY, ILLINOIS.

PIN NO. 15-04-200-048

Commonly known as 1830 N. 32nd Avenue, Stone Park, Illinois, and hereinafter referred to as PARCEL 1, immediately adjoining Parcel 2 to the North.

B. Trustee is the owner of the premises in the Village of Stone Park, County of Cook, State of Illinois, legally described as:

LOTS 35, 36, AND 37 IN BLOCK 9 IN H.O. STONE AND COMPANY'S WORLD'S FAIR ADDITION, A SUBDIVISION OF PART OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AS SHOWN ON PLAT RECORDED AS DOCUMENT 10262949 IN COOK COUNTY, ILLINOIS.

PIN NOS. 15-04-200-029
15-04-200-030
15-04-200-031

Commonly known as 1832 N. 32nd Avenue, Stone Park, Illinois hereinafter referred to as PARCEL 2, immediately adjoining Parcel 1 to the South.

C. A one-story brick building is located on Parcel 1 and a one-story brick building is located on Parcel 2.

D. The South wall of the building located on Parcel 1 and the North wall of the building located on Parcel 2 form a common wall and boundary between Parcel 1 and Parcel 2.

E. The parties desire to settle all questions relating to the ownership and use of such common wall, for the reasons set forth above, and in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. Party Wall Declaration: The wall shall be a party wall, and the parties shall have the right to use it jointly.

PROPERTY OF COOK COUNTY CLERK'S OFFICE
C 4211 10 5 25

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PARTIAL ADDRESS

...of Cook County, Illinois, legally described as follows: ...

...of Cook County, Illinois, legally described as follows: ...

...AND BE IN FORCE IN THE COUNTY OF COOK, ILLINOIS, AND IN THE CITY OF CHICAGO, ILLINOIS, FROM AND AFTER THE DATE OF THE RECORDING OF THIS INSTRUMENT ...

REC-12-04-500-048

...of Cook County, Illinois, legally described as follows: ...

...of Cook County, Illinois, legally described as follows: ...

...AND BE IN FORCE IN THE COUNTY OF COOK, ILLINOIS, AND IN THE CITY OF CHICAGO, ILLINOIS, FROM AND AFTER THE DATE OF THE RECORDING OF THIS INSTRUMENT ...

REC-12-04-500-028
12-04-500-010
12-04-500-031

...of Cook County, Illinois, legally described as follows: ...

...of Cook County, Illinois, legally described as follows: ...

...of Cook County, Illinois, legally described as follows: ...

...of Cook County, Illinois, legally described as follows: ...

...of Cook County, Illinois, legally described as follows: ...

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REC-12-04-500-048

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2. Repairing or Rebuilding: If it becomes necessary or desirable to repair or rebuild the whole or any part of the wall, the repairing or rebuilding expense shall be borne equally by the parties, or by their heirs and assigns who shall at the time of the repair or rebuilding by using it, in proportion to the extent of their use. Any repairing or rebuilding of the wall shall be on the same location, and of the same size, as the original wall or portion thereof and of the same or similar material of the same quality as that used in the original wall or portion thereof.

3. Binding Effect: The benefits and obligations of the covenants herein shall run with the land therein described so long as the wall or any extension thereof continues to exist, and shall bind the respective parties hereto, their heirs, legal representatives, and assigns.

4. Limitation on Use: The parties, their respective heirs and assigns, shall have equal rights in all respects to the party wall; and neither party, his heirs or assigns, shall use the wall in any manner whatsoever that may interfere with the equal use of the other half of the wall by the other party, his heirs or assigns. In particular no joists, crossbeams, studs, or other structural members used in construction, repair, or maintenance of the adjoining buildings shall encroach on the other half of the wall.

5. Trustee's beneficiary, at its expense, shall remove and seal (with brick, or other suitable material) the rear doorway in said party wall on or before Sept. 29, 1990. The parties shall equally share the expense of removing and sealing in a similar matter, the double doorway leading to the loading dock on Parcel 2 at such reasonable time mutually agreed upon by the parties.

6. 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 Brook, Illinois, the day and year first above written.

PREMIUM PRODUCTS, PLUS, INC.

CHICAGO TITLE AND TRUST, AS
TRUSTEE UNDER TRUST NO. 43603

BY Charles Mascon President
& Secretary

Prepared by and Mail To: Mark J. Stauber, Attorney at Law, 800-B
Roosevelt Rd., Suite 310, Glen Ellyn, IL 60137 (708) 469-3750

Box 169

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Notary Public

Commission expires

Given under my hand and Notarial Seal this ___ day June, 1990.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named President and Secretary of Chicago Title and Trust Company, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Secretary, then and there acknowledged that the said Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

STATE OF ILLINOIS)
() SS.)
COUNTY OF COOK)

COOK COUNTY RECORDER

#5426 # B * -90-321460

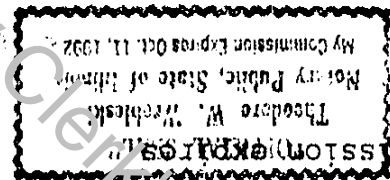
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\$15.00

DEPT. OF RECORDING

Notary Public

[Handwritten Signature]



Commission Expires

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that personally known to me to be the President of the corporation, and Secretary of said corporation, and 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 severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
() SS.)
COUNTY OF COOK)

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CHICAGO TITLE AND TRUST COMPANY

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally,

By Barney J. Thomas ASSISTANT VICE-PRESIDENT
Attest Paul A. Gulling ASSISTANT SECRETARY

Corporate Seal

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as such Assistant Secretary, caused the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Myrna L. Fese
Notary Public, State of Illinois
My Commission Expires 6/16/93

Given under my hand and Notarial Seal this 28 day of July, 1990
Myrna L. Fese
Notary Public

Notarial Seal

900221460

NFB 1

CHICAGO TITLE AND TRUST COMPANY
NOTARY PUBLIC
STATE OF ILLINOIS
COUNTY OF COOK
My Commission Expires 6/16/93

CHICAGO TITLE AND TRUST COMPANY
NOTARY PUBLIC
STATE OF ILLINOIS
COUNTY OF COOK
My Commission Expires 6/16/93