PARTY WALL AGREEMENT

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Agreement made this 211 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 THILD PRINCIPAL MERIDIAN AS SHOWN ON PLAT RECORDED AS DOCUMENT 10262949 IN COOK COUNTY, ILLINOIS.

PIN NO. 15-04-200-048

Commonly known as 1930 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 Illiois, 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.

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- Repairing or Rebuilding: If it becomes necessary or desireable 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.
- The benefits and obligations of the Binding Effect: 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.
- 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 any manner whatscaver that may interfere with the equal use 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 will encroach on the other half of the wall.
- Trustee's benificiary, at its expense, shall remove and seal (with brick, or other suitable material) the rear doorway in said party wall on or before Sept. 39, 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 2 at such reasonable time mutually agreed upon by the parties.
- 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 torce 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 Wascan President

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

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DT:	rana	Notary

Commision expires

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

uses and purposes therein set forth. and as the free and voluntary act of said company for Secretary's own free and voluntary instrument as said caused the corporate seal of said Company to be affixed to as custodian of the corporate seal of said company, Secretary, 2ecketary *gcknowledged* tyere pup tueu : pres 4294 57,15 the uses and purposes therein set forth; pres อนว voluntary act and as the free and voluntary act of said Сомралу and delivered the said instrument as their own appeared before me this day in person and acknowledged that they zeckerezk respectively, President and persons whose names are subscribed to the foregoing instrument as Trust Company, Grantor, personally known to me to be the Secretary of Chicago Title President and State aforesaid, DO HEREBY CERNITY, that the above named the undersigned, a Notary Public in and for the County

RECORD COUNTY RECORDER

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STATE OF ILLINOIS

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said corporation, for the uses and purposes therein set forth. Given under my hand and official seal, this Caay of June, 1990. and voluntary act, and as the free and voluntary act and deed of pX the Board of of said corporation as their said corporation to be affixed thereto, pursuant to authority, Secretary of said corporation, and caused the corporate seal President and delivered the said instrument as paubts pue President and zecketaky, they before me this day in person and severally acknowledged that appeared whose names are subscribed to the foregoing instrument, corporation, sud personally known to me to be the same persons Secretary of said bersonally known to me to be the President of ұр corporation, рG **eu**l State aforesaid, DO HEREBY CERTIFY, that personally known to me the undersigned, a Notary public, in and for the County and

COUNTY OF COOK

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STATE OF ILLINOIS

It is expressly understood and agreed by and between the parties herein, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations covenants, undertakings and agreements berein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and 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 of for the purpose or with the intention of binding and Trustee personally but are made and intended for the purpose of binding unly thus portion of the trust property specifically described between, and this instrument is executed and of even d by said Trustee not in its own right, but solely in the execute of the powers conferred upon it as such Trustee, and that its personal liability of femoral responsibility is assumed by not shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument in on account of any warranty, indecently, representation, coverant, undertaking of agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal hability, if any, being expressly waived and

IN WITNESS WHEREOF, Chicago To and Trust Company, not personally but as Trustee as aforesast, has coused these presents to be signed by its Assistant Vice-President, and its company. seal to be hereunto affixed and attested by its Ass with Secretary, the day and year first above written

Comorate Scal I, the undersigned, a Notal, Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CFICAGO TITLE AND TRUST COMPANY, Granton, personally known to me to be the same persons whose 

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Notary Public, State of Illinois

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My Commission Expires 6/16/93

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CHIPAGO TITLE AND TRUST COMPANY, As Trustee as alogerand and not personally,

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