PARTY WALL AGREEMENT

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19 90 , between Jam	es L. Kulpinski and Patricia L. Kulpinski John H. Stark and Melba E. Stark	
Miereas, James the o	. Kulpinski, Patricia r Kulpinski, John H. wher (s) of the following discribed	
property:	Section and the second section of the section of th	

Parcel One and Ton:
Property: 9246 fill Lane, Palatine, Illinois 60067
Parcel Three and Tour:
Property: 9248 Jill Tone, Palatine, Illinois 60067

Mhereas, there exists common walls dividing the aforesaid, residential common units, and

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Whereas, it is the intention of the parties
that in the event of the sain of either of the said
two 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 aforesald partier, in order to protect each and every other purchaser, his successors and assigns, of any unit as aforesaid, do hereby create easements in the said party walls between the witz, as follows:

- 1. The said dividing walls are hereby declared to be party walls between the adjoing residences erected 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 may 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.

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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 machanics! lien on the premises of the party so salling to pay for the amount of such defaulting party's mare of the repair or replacement cost.
- 5. Neither party shall alter or change said party wills in any manner, interior decoration excepted, and suit party wall shall always remain in the same location is when erected, and each party to said common or division wall shall have a perpetual easument in that part of the premises of the other on which said party wall is located, for party wall purposes.
- 6. The easements hereby orested are and shall be perpetual (no construed as covenants running with the land and each and every person accepting a deed to any of 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 combained, and each and every purchaser, by socepting a deal to either lot shall thereby consent and agree to be bound by the covenants harein contained to the same extent as unough he had signed this instrument.
- 7. This Agreement shall be binding upon the undersigned, their successors, assigns and grantees,

IN WITNESS WEREOF, the parties have caused the undersigned, to be signed the day and date first above written. **State of** Illinois County of

a Notary Public in and for I, the undersigned a Notary Public in an the County and State aforesaid do HEREDY CERRIFY that on this day James L. Kulpinski and Patricia L. Kulpinski his wife AND John Stark and Melba Stark, his wife 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 **. 19** 90

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Prepared By and Mail to: James L. Kulpinski 9246 Jill Lane Palatine, Illinois 60067

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Notary Public, State of Illinois My Commission Expires 8:21/90

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PARCEL 1: LOT 71 IN ORIGIN S SUBDIVISION UNIT 3, BEING RESIDON SION IN THE SOUTH SECTION OF ALL MODER ROBINS WE SHAPE IN TO MEST COUNTY RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THERETON THE SOUTH 72.33 HEET OF SAID LOT 78 ALSO EXCEPTING THEREFROM THAT PART OF AFORESAID LOT 78 DESCRIBED AS FOLLOWS: COMENCING AT THE SOUTHWEST CORNER OF SAID LOT 78; THENCE NORTH ALONG THE WEST LINE OF LOT 78, A DISTANCE OF 117.00 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 17.17 FEET TO THE POINT OF BEGINNING: THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISPANCE OF 14.00 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 7.5 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 14.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 7.5 FEET TO THE POINT OF BEGINNING, ALSO EXCEPTING THEREFROM THAT PART OF AFORESAID LOT 78 DESCRIBED AS FOLICHS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 78; THENCE SOUTHERSTERLY ALONG THE NORTHERLY LINE OF SAID LOT 78, A DISTANCE OF 29 FEET TO THE POINT OF RECINNING, THENCE SOUTHEASTERLY A DISTANCE OF 15.00 FEET TO THE INTERSECTION OF A LINE 9.0 FEET SOUTHERLY FROM AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 78; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 22.0 FEED; THENCE NORTHWESTERLY, A DISTANCE OF 15.0 FEET TO THE INTERSECTION WITH THE NORTHEACH LINE OF SAID LOT 78; THENCE NORTHWESTERLY ALONG THE SAID NORTHEALY LINE, A DISTANCE OF 22.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COLNIY, ILLINOIS

PARCEL 2: ENCOMENTS APPUPITHANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS EXCUMENT NO. 20914124 FOR INCRESS AND ECOPES FOR INCRESS AND ECOPES, ALL IN COOK COUNTY, ILLINOIS.

TOX Number: 12-15-3%6-022

PARCEL 3: THE SOUTH 72.33 FEET OF LOT 78 IN ORIGER'S SUBDIVISION UNIT 3, BEING A RESUDDIVISION IN THE SOUTH FILTION OF ALEXANDER ROBINSON'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF AFORESAID LOT 78 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 78; THENCE NORTH ALONG THE WEST LINE OF LOT 78, AS DISTANCE OF 117.00 FEET; THENCE EAST AT RIGHT A GLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 17.17 FEET TO THE POINT OF PERINNING, THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 14.00 FEET; THENCE PAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 7.5 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTARCE OF 14.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTRICE OF 7.5 FIGHT TO THE POINT OF BECINNING, ALSO THAT PART OF AFORESAID LOT 78 C. SCILLUID AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 78; THEACE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT '78, A DISTANCE OF 29.00 TELT TO THE POINT OF BEGINNING: THENCE SOUTHEASTERLY A DISTANCE OF 15.00 FEET TO THE INTERSECTION OF A LINE 9.0 FEET SOUTHERLY FROM AND PARALLEL WITH THE NORTHEELY LINE OF SAID LOT 78; THENCE SOUTHEASTFRLY ALONG SAID PARALLEL LINE, A DISTANCE OF 22,00 PERTI THENCE NORTHWESTERLY, A DISTANCE OF 15.0 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF SAID LOT 78; THENCE NORTHWESTERLY ALONG THE SAID MATRIFILLY LINE, A DISTANCE OF 22.0 PEED TO THE POINT OF BEGINNING, ALL IN COOK COLLYN, ILLINOIS.

PARCEL 4: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE PLAT OF SUBDIVISION, RECORDED AS COCUMENT NO. 20914124 TOX INGRESS AND BERESS, ALL IN COOK COUNTY, ILLINOIS.

Tax# 12-15-326-021

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