

# UNOFFICIAL COPY

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## EXISTING PARTY WALL RIGHTS OF ADJACENT PROPERTY OWNERS

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THIS DAY, <sup>written</sup> *May 7* 1992, JOSEPH AMELLA and APOLLINA AMELLA of lot 58 and *Pat Becker and Carl Ceaser* <sup>with mt. annex</sup> of lot 57, in consideration of their promises and agreements to an with each other, contained in this agreement, agree as follows:

The parties hereto mutually agreed that on the execution of this agreement, in mutual consideration in full satisfaction of any and all claims and demands by reason of the dispute concerning the bearing line and for replacing the buildings of 3458 South Halsted Chicago, Illinois 60608 in a condition as good as they are now.

The existing boundary line between the lots of 57 and 58 in 3458 South Halsted Chicago Illinois 60608 is the center line, along the length of the wall now dividing the lots, from the front street line to the back line of the lots.

The wall now dividing the buildings of owners shall become and remain a party wall and the common property of owners, their respective heirs and assigns, so that either of them shall be at liberty to use the wall by inserting timbers or other materials up to the top of the wall a vertical line drawn through the center and about the entire length of the wall or otherwise to use the wall in any other way that may not interfere with the equal use of the other half of the wall by the other owner.

Either party may add to the wall in height, depth or thickness. Either party may repair, or in case of destruction may rebuild, the wall or any addition to the wall, carrying up lines on the side to leave the other party as much as may be in good condition as interest. Any party making repairs or rebuilding shall use good materials and workmanship and shall conform work with the building laws. Each party will do work on their his/her own side in the area side as built upon. In case of repairs on both halves of the wall, half of the costs of such repairs shall be paid to the party making the same by the owner of the other parcel on demand. Repairs and repairs are made after the initiation of the repairs, their/their heirs or assigns, has paid for their/his/her half as provided in this agreement. In addition to the thickness in to be made by either on the land of the other without the consent of such party.

The parties covenant mutually and for their respective heirs and assigns, each to and with the other, their heirs, representatives and assigns, that they will observe this agreement and that the covenants contained in this agreement shall run with the land, but no owner is responsible except for his or her acts or defaults while he or she is owner.

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BECAUSE OF DAMAGE CAUSED BY AN ACT OF OTHER THAN ONE OF THE TWO PARTIES OF ALONE

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LEGAL DESCRIPTION:

LOT 17 AND 18 IN BLOCK 4 IN BROWN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH 49 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 17 18 21 40 0000

Common Address: 3158 S. Halsted  
Chicago, Ill. 60608

*Joseph Amello*

*Carl Caser*

*Caroline Amello*

*Paul J. Burin*

Prepared by:

Conrad O. Duncker  
58 WEST 31st STREET  
CHICAGO, IL 60616

STATE OF ILLINOIS  
County of Cook

MAIL TO

Witnesses,  
Conrad Duncker and

*Joseph Amello & Caroline Amello* <sup>wife</sup>  
*Richard 'Kiki' [unclear]* <sup>both of them</sup>  
before me this

31 May 1992

"OFFICIAL  
Conrad O. Duncker  
Notary Public, State of Illinois  
My Commission Expires 11/11/95"

*Conrad O. Duncker*  
Notary Public

BOX 333

1992 MAY 21 AM 11:18

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