914 MOFFICIAL COPY

PARTY WALL AGREEMENT

AND, WHEREAS, the wall now dividing the buildings of owners shall become and remain a party wall and the common property of owners so that either of them shall be a liberty to use the wall by inserting timbers or other materials up to but not beyond a vertical line drawn through /the center and along the entire length of the wall or otherwise to use the wall in any manner that may not interfere with the equal use of the other half of the wall by the other owner;

NOW, THEREFORE, NBD Bank, as 2 rustee of Trust No. 846 and the Village of River Grove, Illinois, a Unit of Local Government do hereby mutually agree as follows:

- 1. That if it shall hereafter become necessary or desirable to repair or rebuild the whole or any portion of the party wall, the expense of such repairing or rebuilding shall be borne equally by the parties hereto, as to so much and such portion of the party wall as the parties hereto shall or may at the time of rebuilding or repairing be used in common for the purpose aforesaid, and that whenever the party wall or such portion thereof shall be rebuilt, it shall be erected on the same spot and on the same line, and be of the same size, and the same or similar material, and of like quality with the present wall.
- 2. It is further agreed between the aforesaid parties, that this Agreement shall be perpetual, and at all times be construed as a covenant running with the land; and that no part of the fee of the soil upon which the party wall above described stands shall pass or be vested in either party in any other manner than if this agreement had not been made.

2350

UNOFFICIAL COPY

- 3. Subject to the limitations herein, either party may add to the wall in height, depth or thickness. Further, in case of damage caused by a party, that party shall repair or rebuild at its cost. Any addition, repair or rebuilding will be done so as to leave the other party as near as may ne in good condition as before, and using good materials and workmanship and conforming to all building laws. No addition to the length or thickness is to be made by either on the land of the other, or to the height, without the consent of the other party.
- 4. The parties covenant mutually and for their respective heirs, assigns, and successors, each to and with the other, their heirs, representatives, assigns, and successors, to observe the above agreement and that the covenants herein contained shall run with the land, but no owner is responsible except for his acts or defaults while owner.

NBD BANK, as Trustee of Trust No. 846: and not personal?

VILLAGE OF RIVER GROVE:

Assistant Vice Presidents Trust Officer

ampen.

ATTEST:

Assistant Experience Trust Officer

This instrument is executed by NEO TRUST COMPANY OF REINDES, not individually but solely as Trusten, as stargard All the covenents and conditions 1; be conformed horsenants by HIDD TRUST COMPANY OF HITCO I so to organise by it solely as Trusten, at the solid and account of the angles explose the present of the coveners of the present of the trusten explose for the second and account of the coveners had be trusted by the coveners of the coveners and the coveners of the coven

ATTEST.

Wilage Clerk

DEPT-61 MECONDENS

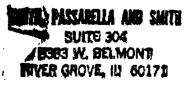
128 84

T#889 THAN 2271 96/19/93 14:18:00

#6892 # #--93-442206

COOK COUNTY RECORDER

Mail to: retriver-gr.ove



UNOFFICIAL COPY

Proberty of Cook County Clark's Office