

PARTY WALL AGREEMENT

Agreement made this 4th day of June, 1993, between NBD Bank, successor trustee to NBD Trust Company of Illinois, of Arlington Heights, as Trustee of Trust No. 846 ^{and not perpetually} ~~of River Grove, Illinois~~, County of Cook, and State of Illinois, and the Village of River Grove, Illinois, a Unit of Local Government, of the same place, witnesseth: That whereas NBD Bank, as Trustee of Trust No. 846 is the owner of the real estate and building known as 8310 Center Street, River Grove, Illinois, and the Village of River Grove, Illinois, a Unit of Local Government, is the owner of the real estate and building adjoining the same on the east side thereof at 8340 Center Street, River Grove, Illinois;

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 Trustee 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.

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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 be 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 personally.

VILLAGE OF RIVER GROVE:

BY: Wayne J. Goh
Assistant Vice President, Trust Officer

BY: Thomas J. Dargatzis
President

ATTEST:
Janette Y. Bruce
Assistant Secretary, Trust Officer

ATTEST:
Joseph L. Compeau
Village Clerk

~~NBD BANK, Successor Trustee~~
This instrument is executed by NBD TRUST COMPANY OF ILLINOIS, not individually but solely as Trustee, as aforesaid. All the covenants and conditions herein contained shall be performed hereunder by NBD TRUST COMPANY OF ILLINOIS, not personally by it solely as Trustee, as aforesaid and not personally, and no personal or individual liability shall be created or incurred against NBD TRUST COMPANY OF ILLINOIS by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

DEPT-01 RECORDING 928 80
T08898 TRAM 2271 06/10/93 14:18:00
#6872 # 93-442206
COOK COUNTY RECORDER

93442206

Mail to: re@river-gr.ove

PASSARELLA AND SMITH
SUITE 304
1583 W. BELMONT
RIVER GROVE, IL 60171

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