

UNOFFICIAL COPY

PARTY WALL AGREEMENT

This Agreement made this 5TH day of AUGUST, 19 93, between JOHN BECKETT and LESLIE BECKETT and FRED HUNTER

Whereas, JOHN BECKETT and LESLIE BECKETT the owner (S) of the following described 609 EAST 50TH PLACE CHICAGO, ILLINOIS 60615 property:

THE WEST 17 1/2 FEET OF THE EAST 132 FEET OF THE NORTH 110 FEET OF LOT 16 IN LAVINIA AND COMPANY'S SUBDIVISION OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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COOK COUNTY RECORDER

Whereas, FRED HUNTER the owner(s) of the following described 611 EAST 50TH PLACE CHICAGO, ILLINOIS 60615 property:

THE WEST 48.5 FEET OF THE WEST 66 FEET OF THE EAST 132 FEET OF THE NORTH 110 FEET OF LOT 16 IN LAVINIA AND COMPANY'S SUBDIVISION OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-10-231-003 VOL. 253

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

Whereas, it is the intention of the parties that in the event of the sale of either of the said 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 aforesaid parties, 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 units, as follows:

1. The said dividing walls are hereby declared to be party walls between the adjoining 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 any 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 mechanics' lien on the premises of the party so failing to pay for the amount of such defaulting party's share of the repair or replacement cost.

5. Neither party shall alter or change said party walls in any manner, interior decoration excepted, and said party wall shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located, for party wall purposes.

6. The covenants hereby created are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to any lot 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 hereby contained, and each and every purchaser, by accepting a deed to either lot shall thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had signed this instrument.

7. This Agreement shall be binding upon the undersigned, their successors, assigns and grantees.

IN WITNESS WHEREOF, the parties have caused the undersigned, to be signed the day and date first above written.

X Fred Hunter John A. Beckett
Leslie Beckett

State of IL
County of Cook

I, James E. Kostro a Notary Public in and for the County and State aforesaid do HEREBY CERTIFY that on this day JOHN A. BECKETT AND

LESLIE BECKETT 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 5th day of AUG, 19 93.

"OFFICIAL SEAL"
JAMES E. KOSTRO
Notary Public, State of Illinois
My Commission Expires 4/9/94

James E. Kostro
NOTARY PUBLIC

SEE REFERENCE FOR OTHER COPIES

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mail to Joseph La zara
8111 N. Milwaukee
Chicago, IL 60674

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State of Illinois, County of Cook, I, the undersigned,
Notary Public in and for said County, do hereby certify that
REACH
has duly appeared before me and acknowledged to me that
this act is his free and voluntary act, and that he is
of legal age and sound mind.

Given under my official seal, this 1st day of August, 1993
Commission expires 5/18/97

OFFICIAL SEAL
GUNDY TRIPAM
Notary Public, State of Illinois
My Commission Expires 5/18/97

[Signature]
Notary Public