

# UNOFFICIAL COPY

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## PARTY WALL AGREEMENT

2704-08 NORTH GREENVIEW, CHICAGO, IL

WHEREAS, the undersigned Marquette National Bank as Trustee under Trust No. 11519, dated December 31, 1986 is the present title holder of the following described real estate:

THE NORTH 76 FEET OF LOT 2 IN MUELLER'S SUBDIVISION OF THE EAST 449.8 FEET OF LOT 8 IN BLOCK 45 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN # 14-29-301-045-0000

DEPT-01 RECORDINGS \$25.50  
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#2025 # \*-93-966197  
COOK COUNTY RECORDER

WHEREAS, said real estate constitute two separate zoning lots and the owner is constructing on said premises, for sale to various and sundry persons, two separate and distinct multiple dwelling units to be sold as condominiums and to be operated by two separate and distinct condominium associations, with the first building to contain three dwelling units and be known as Greenview I Condominiums and the second building to contain six dwelling units and be known as Greenview II Condominiums;

WHEREAS, the Greenview I Condominiums will be built on the following described real estate:

THE NORTH 76 FEET (EXCEPT THE NORTH 50 FEET) OF LOT 2 IN MUELLER'S SUBDIVISION OF THE EAST 449.8 FEET OF LOT 8 IN BLOCK 45 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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WHEREAS, the Greenview II Condominiums will be built on the following described real estate:

THE NORTH 50 FEET OF LOT 2 IN MUELLER'S SUBDIVISION OF THE EAST 449.8 FEET OF LOT 8 IN BLOCK 45 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHEREAS, said owner is also constructing on said premises a multi-car garage composed of eight enclosed-covered parking spaces and one open-covered parking space (carport) at the south end of said multi-car garage;

WHEREAS, it is intended by the undersigned to create, in favor of each condominium association, an easement covering a party wall in said garage of approximately two and three-quarters (2 3/4)

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inches in thickness, approximately twenty-two feet in length and approximately fourteen feet in height at the roof ridge point, and place said wall equally divided on the lot lines separating the lots upon which the separate multi-unit buildings are to be erected;

NOW, THEREFORE, the undersigned Marquette National Bank as Trustee under Trust No. 11519, dated December 31, 1986, in order to protect each and every purchaser, his successors and assigns, of any unit of said premises, the following easements on the building structure and the party wall located in said garage are hereby created, to wit:

1. **PARTY WALL DECLARATION.** The said dividing wall contained in said garage is hereby declared to be a party wall between the adjoining condominium associations.

2. **MAINTENANCE OF PARTY WALL.** The cost of maintaining the party wall shall be borne equally by each condominium association.

3. **DAMAGE TO PARTY WALL.** In the event of damage or destruction of said wall from any cause, the condominium associations shall, at joint expense, repair or rebuild said wall, and each party, its successors or assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either condominium association neglects or refuses to pay its share, the other condominium association may have the wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the condominium association so failing to pay, for the amount of the defaulting condominium association's share of the repair or replacement cost.

4. **EASEMENT.** Neither condominium association or any of its representatives shall alter or change said party wall in any manner, interior decoration excepted, and said party wall shall always remain in the same location as when erected, and each condominium association 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.

5. **MAINTENANCE OF ROOFS.** The expense of maintaining, repairing, and replacing the roof of said garage containing said party wall shall be proportionately shared by the condominium associations of the adjoining property. The Greenvue I Condominiums shall pay one-third (1/3) of any such expense relating to the roof, and the Greenvue II Condominiums shall pay two-thirds (2/3) of any such expense relating to the roof.

6. **COVENANTS RUNNING WITH THE LAND.** The easements 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 unit in said multiple-unit dwelling shall be deemed to accept said deed with the understanding that each and every other purchaser is also bound by the provisions herein contained, and

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each and every purchaser, by accepting a deed to any unit, shall thereby consent to the same extent as though he signed this instrument. The undersigned, in executing and delivering deeds to said units, shall insert in said conveyances, by reference, that the same are made subject to the terms, conditions, reservations and covenants, herein contained, designating the book and page of the record in which this instrument and the attached plat are recorded.

IN WITNESS WHEREOF, Marquette National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first written above.

MARQUETTE NATIONAL BANK

*Donald B. [Signature]*  
Vice President

*[Signature]*  
Assistant Secretary

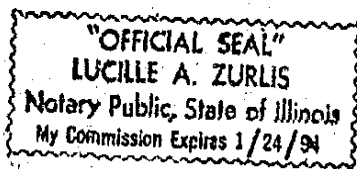
State of Illinois

ss.

County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that the above-named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20th day of NOVEMBER, 1993.

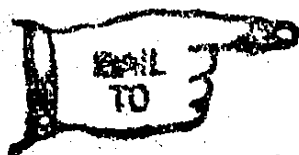


*Lucille A. Zurlis*  
Notary Public

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This instrument was prepared by John A. Morrissey,  
P.O. Box 64875, Chicago, IL 60664.

Mail to: John A. Morrissey  
P.O. Box 64875  
Chicago IL 60664



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NOTARY PUBLIC STATE OF ILLINOIS  
LUCILLE A. BUEHLER  
1521 W. 111th St. Chicago, Ill. 60643

The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the Clerk of Cook County, Illinois.

Witness my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

