

UNOFFICIAL COPY

1994 AUG 3 PM 3 15

94687456

94687456

PARTY WALL AGREEMENT

THIS AGREEMENT is made this 18th day of July, 1994, between RICHARD JANS and LORETTA JANS, hereinafter referred to as JANS and PETER W. GIANOPOULOS and CAROLYN GIANOPOULOS, hereinafter referred to as "GIANOPOULOS".

WITNESSETH:

WHEREAS, JANS is the owner of real estate commonly known as 1388 Maroon Drive, Elgin, Illinois, the legal description of which is attached hereto as Exhibit A and made a part hereof;

WHEREAS, GIANOPOULOS is the owner of real estate commonly known as 1386 Maroon Drive, Elgin, Illinois, the legal description of which is attached hereto as Exhibit B and made a part hereof;

WHEREAS, the West line of the JANS property is a common boundary with the East line of the GIANOPOULOS property, and a common wall exists on the property line between the real estate owned by the respective parties.

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter contained, it is agreed as follows:

1. Party Wall Declaration. The above-described wall is hereby deemed to be a party wall in all respects.

2. Expense of Repairs. If it shall hereafter become necessary to repair or rebuild the whole, or any portion of the party wall, the expense of such repairing or rebuilding shall be the responsibility of the respective parties, their respective heirs, successors and assigns, equally. The party wall shall not be materially altered or changed by either of the parties nor shall either of the parties have the right to add to or detract from the party wall in any manner whatsoever, it being the intention of the parties 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 on the same place where it now stands, with the same or similar materials of like quality.

3. Negligence of a Party. If damage to or destruction of the party wall shall be as a result of the negligence of either party, such negligent party shall bear the entire cost of repair or reconstruction of the wall.

4. Failure to Pay Expenses. If either party shall neglect or refuse to pay his share of the expense of maintenance or reconstruction of the party wall, the other party may have such wall repaired or rebuilt and shall be entitled to have a mechanic's lien on the premises of the party so failing to

BOX 333-CTI

Handwritten notes on the left margin: "E# 940415077584110 QSTC...".

Handwritten initials "3/8" on the right margin.

Vertical handwritten number "94687456" on the right margin.

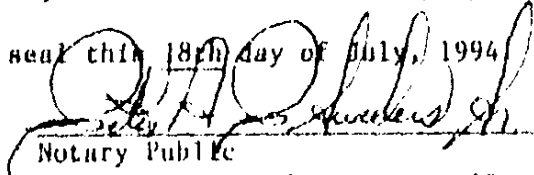
UNOFFICIAL COPY

Property of Cook County Clerk's Office

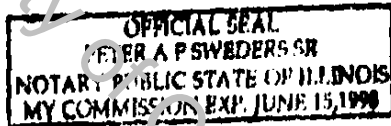
UNOFFICIAL COPY

State aforesaid, do hereby certify that Peter W. Gianopoulos and Carolyn Gianopoulos, husband and wife, personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 18th day of July, 1994


Notary Public

Commission Expires: June 15, 1998



Cook County Clerk's Office

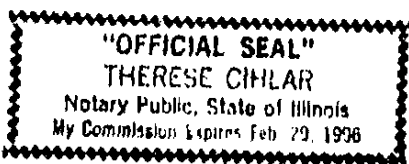
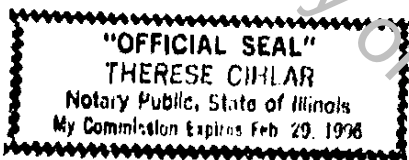
94687456

UNOFFICIAL COPY

pay, for the amount of such defaulting party's share of the repair or replacement cost.

5. Covenant to Run with the Land. This Agreement shall be construed as a covenant running with the land, and the same shall be binding upon the parties hereto and their respective heirs, administrators, successors and assigns. Each and every person accepting a Deed to either of the properties affected by this Agreement shall be deemed to accept said Deed with the understanding that each and every Grantee is also bound by the provisions herein contained to the same extent as if he had signed this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.



Richard Jans
Richard Jans

Loretta Jans
Loretta Jans

Peter W. Gianopoulos
Peter W. Gianopoulos

Carolyn Gianopoulos
Carolyn Gianopoulos

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 RICHARD JANS and LORETTA JANS, husband and wife, personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18 day of July, 1994

Therese Cihlar
Notary Public
Commission Expires:

94697556

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the

UNOFFICIAL COPY

EXHIBIT A

All of Lot 60 lying Easterly of a line that is 32.56 feet Westerly of that Northeast Corner thereof (as measured along the North line) and 52.92 feet (Arc) Westerly of the Southeast corner thereof (as measured along the South line) is Parkwood II, Unit One, being a Subdivision of part of Sections 17, 19 and 20, township 41 North, Range 9 East of the Third Principal Meridian, in the City of Elgin, Cook County, Illinois, according to the Plat thereof recorded May 30, 1979 as Document 24979976.

Commonly known as: 1388 Maroon Drive
Elgin, Illinois 60120

* * * * *

EXHIBIT B

All of Lot 60 lying Westerly of a line that is 32.56 feet Westerly of the Northeast corner thereof (as measured along the North line) and 52.92 feet (Arc) Westerly of the Southeast Corner thereof (as measured along the South line) in Parkwood II Unit One, a Subdivision of part of Sections 17, 19 and 20, Township 41 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded May 30, 1979 as Document 24979976, in Cook County, Illinois.

Commonly Known as: 1386 Maroon Drive
Elgin, Illinois 60120

94687456

UNOFFICIAL COPY

Property of Cook County Clerk's Office