PARTY WALL AGREEMENT

This Agreement made this 4th day of August
19 94 , between Ronald G. Chin and Irone Chen, his
wife and Jocelyn Afine L. Co and Joseph Anthony L. Co

Whorens, Ronald G. Chan and Irene Chan the owner (s) of the following disoribation

property: The East 21.86 feet of the West 44.27 feet (except the South 4 feet thereof) of Lote 27, 28, and 29 in Block 3 in Crane's Subdivision of the South 3/4 of the West 1/4 of the Southwest 1/4 of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinots -01 RECORDING 123.50 140600 TRAN 9028 08/12/94 12:08:00 17920 t C.J #-94-716692 COOK COUNTY RECORDER

PIN 17-28-318-043-0000

Property Address: 2949 South Halsted, Unit B, Chicago, IL

Werens, Jocelyn Anne L. Co and Joseph Anthony L. Co the owner(m) of the following described

property: The East 21.83 feet of the West 66.10 feet (except the South 4 feet thereof) of Lots 27, 28, and 29 in Block 3 in Crane's Subdivision of the South 3/4 of the West 1/4 of the Southwest 1/4 of Section 24. Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

PIN:17-28-318-044-0000

Property Address: 2949 South Halsted, Unit C. Chicago, IL 60608 Whereas, there exists common walls dividing the aforesaid, residential town nouse units, and

Whereas, it is the intention of the parties that in the event of the sale of the of the said townhouse units, that the dividing wall between the said units shall remain in the sum condition for the use of any and all subsequent purchasers,

Now, therefore, the aforesaid parties, in order to protect each and every other purchaser, all successors and assigns, of any unit as aforesaid, do herely create ensuments in the said party walls between the wire, an follows:

- 1. The said dividing walls are hereby declared to be party walls between the adjoing residences erected in said premises.
- 2. The cost of maintaining the party wall shall be borne equally by the owners on either side of said
- 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 well, or any portion thereof, the same shall be rebuilt and drected 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 sither 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' lies 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 tolls in any manner, interior decoration excepted, and said party wall shall always romain in the same location as when exected, and each party to said common or division wall shall have a perpetual ensument in divit part of the premises of the other on which said party wall is located, for party wall purposes.
- 6. The easements hereby created are net shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to any let in said multiple unit shall be deemed to accept to a deed with the understanding that each and every other purchaser is also bound by the provisions herein contained, and each and every purchaser, by accepting a deed to either lot shall thereby consent and agree to be bound by the ecvenants herein contained to the same extent as though he had signed this instrument.
- 7. This Agreement shall be binding won the undersigned, their successors, assigns and grantoes.

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State of ICCINIO'S County of Cook

I, JANICE I. Rode a Nothery Public in and for the County and State aforested do HEREBY CRITIFY that on this day Rogald G. Chan There Chan Trespe Chan Trespe Chan Trespend County of the County of the

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 Util day of

OFFICIAL SEAL
JANICE I. RODE
NOTARY PUBLIC. SYATE OF ILLINOIS
MY COMMISSION, EXPIRES U-12-97

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