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**AGREEMENT MAKING EXISTING BOUNDARY WALL
TO PARTY WALL**

. DEPT-01 RECORDING 925.50
. T40001 TRAN 9093 08/02/95 09140100
. #1671 + CG *-95-505800
. COOK COUNTY RECORDER

Parties

This agreement is made between JERZY MALYSZ and ZOFIA MALYSZ, his wife of 7731 West 87th Place, Bridgeview, Illinois, herein after called the FIRST PARTY and the FIRST NATIONAL BANK OF EVERGREEN PARK under Trust Agreement dated December 15, 1994 known as Trust Number 14077 of Evergreen Park Illinois herein after called SECOND PARTY.

Description of Property

1. FIRST PARTY owns The West 52.34 Feet of Lot 33 in Frank DeLugach's Marie Highlands, being a Subdivision of the North Half of the Northwest Quarter (Except the East 49 1/2 Feet thereof and except the East 20 Acres lying West of the East 49 1/2 feet thereto) of Section 1, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois commonly known as: 7731 West 87th Place, Bridgeview, Illinois 60455 - herein after called Lot A.

2. SECOND PARTY owns Lot 33 (Except the West 52.34 Feet thereof) in Frank De Lugachs Marie Highland a Subdivision of the North Half of the Northwest Quarter (Except the East 49 1/2 Feet thereof and except the East 20 Acres lying West of the East 49 1/2 feet thereof) of Section 1, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 7721 West 87th Place, Bridgeview, Illinois 60455 - herein after called Lot B.

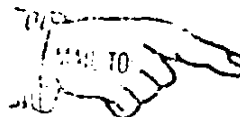
Location of Buildings

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3. A six (6) Unit Apartment Building is located on Lot A, the East Wall of which is also the West Wall of A six (6) Unit Apartment Building located on Lot B; said single wall is located on the Boundary line separating Lot A and Lot B, which more specifically is the East Lot line of Lot A and the West Lot line of Lot B.

Party Wall Declaration

4. The FIRST PARTY and SECOND PARTY agree that the wall is a Party Wall and the Parties have a right to use it jointly.



LAW OFFICES OF
EDWARD M. LUPA
5796 Archer Avenue
Chicago, IL 60638

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REALTORNEY SERVICES #

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Expense of Repairing or Rebuilding Wall

5. The Parties further agree that if it becomes necessary or desirable to repair or rebuild the whole or any part of the wall, the repairing or rebuilding expense shall be borne equally by the Parties; or by their heirs and assigns. Any repair or rebuilding of the wall shall be on the same location as the original portion repaired or rebuilt and of the same size, and same or similar material of the same quality as that used in the existing wall.

Covenant to Run With Land

6. The benefits and obligation of the covenants herein shall run with the land herein described so long, as the wall continues to exist, and shall bind the respective parties hereto, their heirs, legal representatives, and assigns.

Dated: July 20, 1995

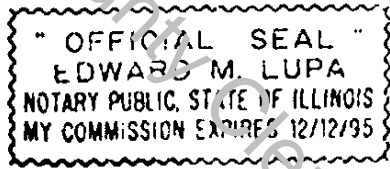
Signatures:

Jerzy Malysz
JERZY MALYSZ

Zofia Malysz
ZOFIA MALYSZ

SUBSCRIBED and SWORN
to before me this 20 day
of July, 1995

[Signature]
Notary Public



FIRST NATIONAL BANK OF
EVERGREEN PARK under Trust
Agreement dated December 15, 1994
known as Trust Number 10077

[Signature]
BY: Vice President & Trust Officer

SUBSCRIBED and SWORN
to before me this 21 day
of July, 1995

[Signature]
Notary Public
"OFFICIAL SEAL"
LINDA J. PITROWSKI
Notary Public, State of Illinois
My Commission Expires 12/12/98

ATTEST: [Signature]
Assistant Trust Officer

SEE ATTACHED RIDER FOR
EXECUTION BY TRUSTEE

9556 0800

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RIDER ATTACHED TO Agreement Making Existing Boundary Wall to
Party Wall

DATED: July 20, 1995 Under Trust No. 14077

Executed and delivered by FIRST NATIONAL BANK OF EVERGREEN PARK not in its individual capacity, but solely in the capacity herein described for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the undertakings and agreements of the Trustee, are not for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any being hereby expressly waived and released by all other parties hereto, and those claiming by, through or under them.

FIRST NATIONAL BANK OF EVERGREEN PARK
not individually, but as Trustee Under
Trust No. 14077

BY: *[Signature]*
Vice President & Trust Officer

ATTEST:

Manay Rodriguez
Assistant Trust Officer

LAW OFFICES OF
EDWARD M. LUPA
5796 Archer Avenue
Chicago, IL 60638

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