

UNOFFICIAL COPY

This Agreement made this 26th day of January, 19 95, between Leopoldo and Margaret Oyervides and Patricia Almazan and Michael and Pussanee Hefter

Whereas, Leopoldo and Margaret Oyervides
the owner(s) of the following described property

95078528

11305 Champlain, Chicago, IL PIN# 25-22-221-003
LOT 60, IN BLOCK 13 IN ORIGINAL TOWN OF PULLMAN, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE AND EAST OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS.

Whereas, Patricia Almazan
the owner(s) of the following described property

11303 S. Champlain, Chicago, IL PIN#25-22-221-002
LOT 61, IN BLOCK 13 IN ORIGINAL TOWN OF PULLMAN, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 22 TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE AND EAST OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS.

Whereas, Michael and Pussanee Hefter
the owner(s) of the following described property

11307 S. Champlain, Chicago, IL PIN# 25-22-221-004
LOT 59, IN BLOCK 13 IN ORIGINAL TOWN OF PULLMAN, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE AND EAST OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS.

commonly known as 11305 S. Champlain, Chicago Ill 60628

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 Residential 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.
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 negligence 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.

MAIL TO

This instrument prepared by Thomas Bobak 313 River Oaks Dr Calumet City

Ill 60409

9/35/95

11305 CHAMPLAIN

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6. 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 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 herein 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.

Michael B. Heftler

Leopoldo Overrides

Frances Heftler

Margaret Overrides

Patricia Almargan

DEPT-01 RECORDING \$23.50
T:9997 TRAN 6994 02/02/95 08:59:00
#7138 # DW *-95-078528
COOK COUNTY RECORDER

State of: Illinois
County of: Cook

I, the undersigned, a Notary Public in and for the County and State aforesaid to HEREBY CERTIFY that on this day Michael B. Heftler, Frances Heftler and Patricia A. Almargan

appeared before me and are personally known 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 26th day of JANUARY, 19 95.

Barbara A. Arvia
NOTARY PUBLIC

"OFFICIAL SEAL"
BARBARA A. ARVIA
Notary Public, State of Illinois
My Commission Expires 8-27-05

DEPT-01 RECORDING \$23.50
T:9997 TRAN 6994 02/02/95 08:59:00
#7138 # DW *-95-078528
COOK COUNTY RECORDER

State of Illinois, County of Cook

Notary Public in and for said County, in the state aforesaid, do hereby certify that Leopoldo Overrides and Margaret Overrides

IMPRESS
SEAL
HERE

personally known to me to be the same person when they are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purpose therein set forth.

Given under my hand and official seal, this 27th day of January, 19 95.

Commission Expires 10/15/95

Thomas R. Kobak
NOTARY PUBLIC

" OFFICIAL SEAL "
THOMAS R. KOBAK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/15/95

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