

Intercounty 51496238 Unit # 1100

PARTY WALL AGREEMENT

On this day, 9-18, 1997, Rita Nevels and Carl Mason, in consideration of their promises and agreements to and with each other, contained in this agreement, agree as follows:

1. The boundary line between the lots of 6828 and 6826 Chapel in Chicago, Illinois is the center line, along the length of the wall now dividing the lots, from the front street line to the back line of the lots.
2. The wall now dividing the buildings of owners shall become and remain a party wall and the common property of owners, their respective heirs and assigns, so that either of them shall be at liberty to use the wall by inserting timbers or other materials up to but not beyond a vertical line drawn through the center and along the entire length of the wall or otherwise to use the wall in any manner that may not interfere with the equal use of the other half of the wall by the other owner.
3. If any dispute arises between the owners of the party wall at the time such wall is used by the parties, or their heirs or assigns, as to the then value of wall, then such difference shall immediately after it has arisen be referred to the final determination and award of two competent persons as arbitrators, one of whom shall be chosen by the owners of each of the respective parcels, and if the two arbitrators so named cannot agree, the two shall name a third, and the decision of any two of the arbitrators as to value shall be final and binding upon the then owners.
4. Either party may add to the wall in height, depth or thickness. Either party may repair, or in case of destruction may rebuild, the wall or any addition to the wall, carrying up lines and the like to leave the other party as near as may be in good condition as before. Any party making repairs or rebuilding shall use good materials and workmanship and shall conform work with the building laws. Each party will do work on his own side if the other side is built upon. In case of repairs half of the costs of such repairs shall be paid to the party making the same by the owner of the other parcel on demand, providing such repairs are made after each party, or their heirs or assigns, have paid for their respective half as provided in this agreement. No addition to the thickness is to be made by either on the land of the other without the consent of such party.
5. The parties covenant mutually and for their respective heirs and assigns, each to and with the other, their heirs, representatives and assigns, that they will observe this agreement and that the covenants contained in this agreement shall run with the land, but no owner is responsible except for his or her acts or defaults while he or she is owner.

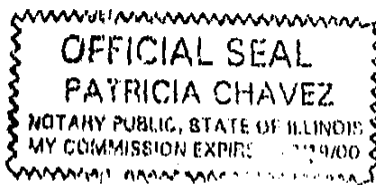
Agreed and consented by the undersigned this 18th day of September, 1997.

Carl Mason BY ANNEVEY WEINSTEIN
CARL MASON ATTORNEY IN FACT

Rita Nevels
RITA NEVELS

Subscribed and sworn to
before me this 19th
day of September, 1997

Patricia Chavez



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EXHIBIT "A"

Legal Description

CARL MASON OWNER OF

THE NORTH 1/2 OF LOT 55 IN THE SUBDIVISION OF THE EAST 333-1/2 FEET OF THE WEST 500-1/2 FEET OF THE NORTH 3/4 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 6826 S Chappel, Chicago

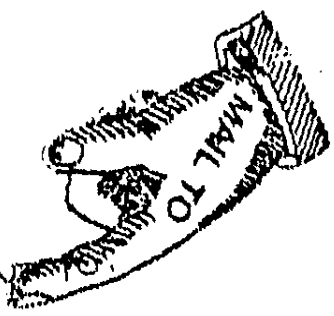
Index No. 20-24-407-025

Rita Nevels owner of

THE SOUTH 1/2 OF LOT 55 IN THE SUBDIVISION OF THE EAST 333-1/2 FEET OF THE WEST 500- 1/2 FEET OF THE NORTH 3/4 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 6828 S. Chappel, Chicago

Index No. 20-24-407-026



MAIL RECORDED AGREEMENT

HARVEY WRIGHT
21470 Main Street
Matheron IL 60443

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