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Cook County Recorder 27.50

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PARTY WALL AGREEMENT BETWEEN 113 & 115 S. PAULINA,  
CHICAGO, IL 60612

ym



MAIL TO: FRANK WROBEL  
1141 N. DAMEN  
CHICAGO, ILLINOIS 60612

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98595824 Page 7 of 14

**PARTY WALL AGREEMENT**

WHEREAS, Cosmopolitan Bank & Trust, as Trustee <sup>and not personally</sup> under Trust Agreement dated November 21, 1995 and known as Trust Number 30381, is the owner of a 3 Unit Residence located at 113 S. Paulina, Chicago, Illinois 60612, herein referred to as "Parcel 1", and legally described as follows:

LOT 12 IN PARK BANK SUBDIVISION OF BLOCK 14 AND PART OF BLOCK 11 AND SYNDER STREET VACATED LYING BETWEEN SAID BLOCKS 14 AND 11, ALL IN S. F. SMITH'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO: 17-18-214-006-0000; and

WHEREAS, Cosmopolitan Bank & Trust, as Trustee <sup>and not personally</sup> under Trust Agreement dated November 21, 1995 and known as Trust Number 30381, is owner of a 3 Unit Residence located at 115 S. Paulina, Chicago, Illinois 60612, herein referred to as "Parcel 2", and legally described as follows:

LOT 11 IN PARK BANK SUBDIVISION OF BLOCK 14 AND PART OF BLOCK 11 AND SYNDER STREET VACATED LYING BETWEEN SAID BLOCKS 14 AND 11, ALL IN S. F. SMITH'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO: 17-18-214-007-0000; and

WHEREAS, a survey dated June 12, 1998, by Accurate Survey Service, has disclosed the existence of a party wall between Parcels 1 and 2 running from East to West for approximately 57.5 feet; and

WHEREAS, the parties hereto desire to settle all questions as to the ownership, use and maintenance of said party wall,

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98595824 Page 3 of 4

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, the parties agree as follows:

1. The parties agree that the wall is a party wall and the parties have the right to use it jointly.

2. When the need arises for repair or other maintenance of any part of the wall, the costs of such repairs shall be divided equally between the parties.

3. If the wall is totally or partially destroyed by fire or any other cause of a related nature, either party shall have the right to replace the wall. The costs of replacement shall be born solely by the party carrying it out if they alone intend to use the wall. If both parties intend to continue use thereof, the cost of replacement shall be divided equally between the parties.

4. The benefits and obligations of the covenants herein shall run with the land herein described so long as the wall or any extension thereof continues to exist and shall bind the respective parties hereto, their heirs, legal representatives and assigns.

5. This agreement shall continue in effect for as long as the wall remains standing and in use as a party wall by either party.

6. Following its execution, this agreement shall be recorded with the Office of the Recorder of Deeds of Cook County, Illinois.

Executed at Chicago, Illinois, on June 19, 1998.

Cosmopolitan Bank & Trust, as Trustee  
under Trust Number 30381, and not  
personally

Cosmopolitan Bank & Trust, as Trustee  
Under Trust Number 30381 and not personally

BY: \_\_\_\_\_ For signatures and exculatory provisions, of the Trustee,  
see rider hereto attached which is expressly incorporated herein and  
made a part hereof.

Authorized Agent  
Owner of Parcel 1

Authorized Agent  
Owner of Parcel 2

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98595824

Page 4 of 4

COSMOPOLITAN BANK AND TRUST, as Trustee under Trust Number 30381, is not a party to the foregoing Agreement herein referred to. It is understood and agreed as follows: COSMOPOLITAN BANK AND TRUST, as Trustee under the above entitled trust, holds only legal title to the premises and does not have any right, duty or obligation under the terms of said Trust Agreement to operate, manage or control said premises, but the right to operate, manage and control said premises is in the beneficiary or beneficiaries of said Trust, and COSMOPOLITAN BANK AND TRUST makes this statement not individually but as Trustee, solely for the purpose of subjecting its interest, if any, in the legal title to the premises which are the subject of this agreement therein referred to the terms thereof, and it does not by this statement assume any duty to operate, manage or control said premises, nor does it assume any responsibility or liability with respect to the undertakings or representations in said agreement and or to the operation, management or control thereof. Any claims against said trust, individually or in its trust capacity, which may result therefrom, shall be payable only out of the property which is the subject matter thereof. It is hereby understood and agreed that COSMOPOLITAN BANK AND TRUST, neither individually nor as Trustee, by the execution hereof, has ratified any of the terms of the aforesaid agreement nor the signing thereof insofar as it purports to be signed by its Vice President & Trust Officer and Trust Officer on behalf of COSMOPOLITAN BANK AND TRUST.

COSMOPOLITAN BANK AND TRUST,  
as Trustee as aforesaid and not personally.

ATTEST:

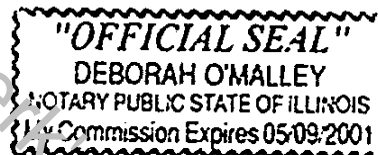
BY: [Signature]  
Trust Officer

BY: [Signature]  
Vice President & Trust Officer

Subscribed and Sworn to before me

this 22nd day of June, 1998

[Signature]  
Notary Public



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