

PARTY WALL/ROOF AGREEMENT

MEMORANDUM OF AGREEMENT made and entered into at Chicago, Illinois, this 25th day of August, 1998, and between the CHICAGO HOUSING AUTHORITY, a municipal corporation and known as (First Party), and Kim N. Davis (Second Party)

WITNESSETH:

WHEREAS, First Party is the owner of two so-called town house units (a/k/a duplex units) commonly known as 329 West Root Street and 331 West Root Street, Chicago, Illinois and

WHEREAS, First Party has contracted to sell the townhouse unit commonly known as 329 West Root Street, Chicago, Illinois, to the Second Party; and legally described as:

Lot 12 (except the East 9.0 feet thereof) and the East 7.50 feet of Lot 13 in the Subdivision of Block 3 in Superior Court Partition of the South 3/8 of the Northeast 1/4 of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Pin # 20-04-217-072

WHEREAS, the two above-described townhouse units share a common party wall and a common roof; and

WHEREAS, the parties hereto desire to provide for the future maintenance and repair of said common party wall and roof.

NOW, THEREFORE, for and in consideration of the mutual agreement hereinafter set forth, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. That the above and foregoing preamble is embodied in this Agreement as if fully set forth herein.
2. That the parties agree that any expense of maintaining, decorating or repairing the portion of the party wall located within their respective units, shall be borne solely by the unit owner within whose unit said portion is located.
3. That in the event of structural damage to the party wall, including but not limited to framing system, roof parapet or coping, if any, constituting said party wall, the expense of repairing such damage, shall be shared equally between them, except that if either party's negligence shall cause such damage, then the negligent party shall bear the entire cost of repair.
4. That in the event the townhouse structure of which First and Second Parties' units constitute a party shall be demolished, this Party Wall Agreement shall terminate and thereafter be of no further force and effect.
5. That in the event a major portion of the roof of either party becomes damaged or severely weakened, then the cost of re-roofing shall be borne by both the First Party and Second Party equally.

DEPT-10 PENALTY \$20.00  
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#8265 # TIE #-98-827442  
COOK COUNTY RECORDER

98827442

Lawyers Title Insurance Corporation

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43.50

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6. That to the extent this Agreement makes no provision for an unforeseen contingency affecting said party wall or roof, the laws of the State of Illinois, whether common or statutory, shall control and be binding upon the parties.

7. That this Party Wall/Roof Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representative, heirs, legatees, successors and assigns.

FIRST PARTY

SECOND PARTY

*Norma Thomas*  
\_\_\_\_\_  
*Pres. Board CHA*

*Ken Adams*  
\_\_\_\_\_

BY \_\_\_\_\_

Dana O'Banion for CHA

STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Give under my hand and Notarial Seal this 25th day of August, 1998.

*Linda Gray*  
\_\_\_\_\_  
Notary Public

Return to:  
Dana O'Banion  
Chicago Housing Authority  
200 West Adams, Suite 2100  
Chicago, Illinois 60606

088271A2

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