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PARTY WALL AGREEMENT

3618288

This Agreeme	ent made this 12th day of EDWARD & FLORENCE VILLA	May DONGA
	and JAMES A. & CONSTANCE	1. LAVATY
Whereas, E	DWARD VILLADONGA & FLORENCE the owner (s) of the following d	VILLADONGA
property:	the owner (s) or the rollowing d	iscribed

Worreas, JAMES A. LAVATY and CONSTANCE M. LAVATY the owner(s) of the following described

SEE ATTACHED LEGAL (A)

property:

REST ATTACHED LEGAL (B)

Whereas, there exists common walls dividing the aforesaid, residential voynhome units, and

Whereas, it is the intention of the parties that in the event of the sale of sither of the said townhome 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, it's 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 adjoing 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.

Villadonga/ 609 Nelson Ln. Des Plaines, IL (09-07-210-035)

Lavaty / 611 Nelson Ln. Des Plaines, IL (09-07-210-036)

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g	atria H	(29) Lid	1 (91), 1 the East	ise of	rt: thence rth line
d Minety-One (1	omencing (4.); sof: the 2. See	Sout the of a	t and Minety-Or	th on the East l the Northeast	nty-One (21) for Hel withrube No
Minety (90) and	follower: Cou) feet to a point	the East line of stry-One (41) to	of thence forms of the state of	netr (90), Twe m(e V) at para
he West 46.54 feet of a partel of Land described as follows:- That part of Lots Minety (80) and Mosty-One (1) (a. Gleich's Prosmer Ridge investment described described to the control of	on the West line of said Lot Minety (50). Twenty (20) feet South of the Northwest carner thereof; the said lot Minety (50). Twenty (20) feet South of the Northwest carner thereof; the said line of said line when the West line of said line when the Northwest carner thereof; the said line of said line when the Northwest carner thereof; the said line of sai	feet North of the Southwest corner of said Lot Minety-One (91), Slixty-Three (53) feet to a point Two-ty Rine (29) Lot Minety-One (91) Minety-Six (961 (26. 50 feet; thence East aparallel with the South line of Lot Minety-One (91), Forty-One (41) tee to a point on the East line of said Lot Minety-One (91),	said Lots Ninety (90) and Ninety-Che (91), 64.50 feet to a point Forty-Five (45) feet Sait of the Northeast corner of said Lot Ninety (80); theore West narrallel with the Northeast corner	North parallel with the East line of Lot Ninety (30), Twenty-Flue (25) feet; them e W. at parallel with the North line of Lot Ninety (30), Twenty-Flue (25) feet; them e W. at parallel with the North line of Lot Ninety (30); One Hundred Sixteen (116) feet to the place of beginning.
s follows:- Th	(20) feet South	ety-One (91), S laety-One (91);	ine of Lot Nine	feet to a point	0), Twenty-Fig. to the place of
nd described a	7 (50). Twenty	of said Lot Ni	ith the South 1	De (91), 64, 50	f Lot Nibety (9 rteen (116) feet
a perces of Las	anid Lot Minety	uthwest corner.	East aparallel w	0) and Minety-O	the East line o One Hundred Si
146. St fast of his Prospert B	West line of	lorth of the So	feet; thence !	Lots Maety (9)	parallel with ! Ninety (90); (
he Weel Gleici	8 8	Sect 3	26. 50 line o	ples to	North of Lo

One (21) feet; thence North parallel with the Cast lide of Lot Minety (90), Iwenty-Flve (25) feet; thence West parallel as follows:- Commencing at a point on the West line of said Lot Nines, (90), Twenty (20) feet South of the Northwest to a point on the East line of said Lot Ninety-One (91), 2,50 feet North of the Southeast corner thereof; thence North Lot Maety-One (91), 28.50 feet; thence East parallel with the of Lot Maety-One (91), Forty-One (41) feet The West Ten (10) feet of the most Southerly Nineteen (19) feet of a parcel of land described as follows:- That part of the South line of said Lot Ninety-One (91), Ninety-Six (98) Net; thence South on a line parallel with the East line of corner thereof, thence South on the West line of said Lots Nine(7 190) and Ninety One (91), Slaty-Three (53) feet to on the East line of said Lots Ninety (90) and Nine -- One (91), 84. 50 feet to a point Forty-Flve (45) feet South of the Lots Ninety (90) and Ninety-One (91) in Gleich's Prospect Ridge hareinafiar described bounded by a line described Northeast corner of said Lot Minety (90); thence Weit parallel with the North line of said Lot Minety (90), Twentya point Twenty-Nine (28) feet North of the Southwest corner a said Lot Ninety-One (91); thence East parallel with with the Northline of Lot Ninety (90), One Godred Sixteen (116) feet to the place of beginning.

In Gleich's Prospect Ridge, being a Subdivision in the Northeast Quarter (‡) of Fractional Section 7, Township 41 North, Range 12 Sast of the

Third Principal Meridian, according to Plat i hereog registered in the Office of the Registrar of Ittles of Cook County, Illinois, on June 10,

1958, as Document Number 1209310.

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- 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 negligency 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.
- 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.

IN WITNESS WEREOF, the parties have caused the undersigned,

7. This Agreement shall be binding upon the undersigned, their successors, assigns and grantees.

to be signed the day and date first above written.

State of Alleran Hilladorga a Notary Public in and for the County and State aforesaid do HEREBY CERTIFY that on this day believed before me and are personally know 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 1344 day of May 1971.

Codward A Velledorge

PARCEL 1: THE EAST 2: REPET OF THE WEST ST. 18 TEET OF A PARCEL OF LAND DESCRIBED AS FOLLOWS: THAT PART OF LOTS 90 AND 91 IN GLEICH'S PROSPECT RIDGE WEREINAFTER DESCRIBED BOUNDED BY A LINE DESCRIBED AS FOLLOWS: CONNENCING AT A POINT ON THE WEST LINE OF SAID LOT 90, 20 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ON THE WEST LINE OF SAID LOTS 90 AND 91, 63
FEET TO A POINT 29 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 91; THENCE
EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 91, 96 FEET; THENCE SOUTH ON A
LINE PARALLEL WITH THE EAST LINE OF LOT 91, 26.50 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF LOT 91, 41 FEET TO A POINT ON THE EAST LINE OF SAID LOT 91, 2.50 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH ON THE EAST LINE OF SAID LOTS 90 AND 91, 64.50 FEET TO A POINT 45 FEET SOUTH OF THE MORTHEAST CORNER OF SAID LOT 90; THENCE WEST PARALLEL WITH THE NORTH LINE OF BAID LOT 90, 421 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF LOT 90, FEET; THENCE VEST PARALLEL WITH THE NORTH LINE OF LOT 90, 116 FEET TO THE PLACE, OF BEGINNING, IN COOK COUNTY, ILLINOIS. 3615288 Complete as 1

PARCEL 21"THE EAST 10 FEET OF THE WEST 20 FEET OF THE MOST SOUTHERLY 19 FEET OF A PARCEL OF LAND DESCRIBED AS FOLLOWS: THAT PART OF LOTS 90 AND 91, IN GLEICH'S PROSPECT RIDGE HEREINAFTER DESCRIBED BOUNDED BY A LINE DESCRIBED 排FOLLOWS:第CONNENCING AT A POINT ON THE WEST LINE OF SAID LOT 90 20 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ON THE WEST LINE OF SAID LOTS 90 AND 91,263 FET TO A POINT, 29 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT491; THENCE BAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 91, 96 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF LOT 91, 26.50 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF LOT 91, 41 FEET TO A POINT ON THERCE EAST PARALLE WITH THE SOUTH LINE OF LOT 91, 41 FEET TO A POINT ON THE EAST LINE OF \$1.0) LOT 91, 2.50 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; NORTH ON 100 FAST LINE OF SAID LOTS 90 AND 91, 64.50 FEET TO A POINT 45 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 90; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 90, 21 FEET; THENCE NORTH PARALLEL WITH THE BAST LINE OF LOT 90, 25 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF LOT 90, 116 FEET TO THE PLACE OF BEGINNING ALL IN GLEICH'S PROSPECT RIDGE, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL HERIDIAN, ACCORDING TO PLAT, THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 10, 1958 AS DOCUMENT NUMBER 1800310, IN COOK COUNTY, LILLINOIS.

PARCEL 3: EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE USE AND BENEFIT OF PARCELS 1 AND 2 AS SET FORTH AND DEFINED IN PLAT OF EASEMENTS LR1947740, IN COOK COUNTY, ILLINOIS. FILED AS DOCUMENT NO.

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