

COMMON DRIVEWAY AGREEMENT

The undersigned, VICTOR R. FISCHER and MARYLIN K. FISCHER, party of the first part and EDWARD G. DANIELS and JILL A. DANIELS, party of the second part, do, for themselves, their heirs, successors, and or assigns, and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, agree as follows:

1. That there is a common driveway between the property owned by party of the first part and the party of the second part.

2. Party of the first part owns the property commonly known as 664 Fourth Street, Lemont, Illinois, legally known as:

Lot 22 in George L. Becker's Subdivision of the East 1/2 of the Northwest 1/4 of Section 28, Township 37 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 22-28-104-061

3. Party of the second part owns the property commonly known as 666 Fourth Street, Lemont, Illinois, legally known as:

Lot 21 in George L. Becker's Subdivision of the East 1/2 of the Northwest 1/4 of Section 28, Township 37 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 22-28-104-062

4. Party of the first part grants to party of the second part a 15 foot wide easement on party of the first part's property for purposes of maintaining a common driveway on said easement, legally described as follows:

The South 15 feet of Lot 22 in George L. Becker's Subdivision of the East 1/2 of the Northwest 1/4 of Section 28, Township 37 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

5. Party of the second part, their guests and invitees, shall have the right to drive onto the driveway easement on the adjoining property, but the party of the second part, their guests and invitees, shall not park vehicles or in any other way inhibit the right of ingress and egress over and across the easement.

6. Both parties shall contribute equally for the maintenance of said common driveway.

7. This agreement shall run with the land and be binding upon both parties' successors and assigns.

8. In the event either party resorts to litigation to enforce this instrument, the prevailing party shall recover, as part of the costs, reasonable attorney's fees.

7-8-91 Deed affects party on CV 1512895  
S1264272C  
8/27/91  
APPLS

MAILED TO  
EMA OFFICE

3978376

# UNOFFICIAL COPY

AGREED:

Party of the First Part

Party of the Second Part

*Victor R. Fischer*  
VICTOR R. FISCHER

*Edward G. Daniels*  
EDWARD G. DANIELS

DATED: 6/27/91

DATED: 6/29/91

*Marylin K. Fischer*  
MARYLIN K. FISCHER

*Jill A. Daniels*  
JILL A. DANIELS

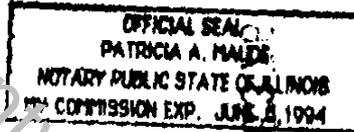
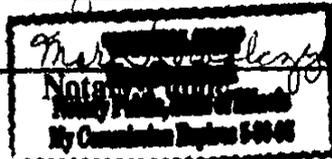
DATED: 6-27-91

DATED: 6/29/91

Victor R. Fischer  
AND MARYLIN K. FISCHER  
WARRIED TO EACH  
OTHER

EDWARD G. DANIELS AND  
JILL A. DANIELS WARRIED TO  
EACH OTHER

Subscribed and Sworn to  
before me this 27<sup>th</sup> day  
of June, 1991.



*Patricia A. Maude*  
Signed before me this Day  
of 6-29-91

Signed before me this  
Prepared By: DAY OF 6-27-91  
Richard R. Wojnarowski  
Attorney at Law  
11212 S. Harlem Avenue  
Worth, Illinois 60482  
(708) 361-2840

Mail to:

*Greg J. Mazian*  
*60 Oxford Square Drive*  
*Cook County, IL*  
*60462*

3978376

