

277440

Smith & Granack, Attys.
Suite 605 - 5305 Hohman Ave.
Hammond, Ind. 46320

277440

EASEMENT

Document is
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

WHEREAS, this Agreement made between DRENKA MULLE, hereinafter referred to as the First Party, and ANTONY MULLE and JEAN T. MULLE, his wife, hereinafter referred to as the Second Party.

WHEREAS, the First Party is the owner of the real estate described as the West 62.34 Feet of Lot One (1), Block Twenty (20), Park Addition to Indiana Harbor in the City of East Chicago, Lake County, Indiana, and

WHEREAS, the Second Party is the owner of the real estate and improvements thereon described as the East 54.16 Feet of Lot One (1), Block Twenty (20), Park Addition to Indiana Harbor in the City of East Chicago, Lake County, Indiana, and it is the desire of both parties that a Party Wall Agreement be entered into and a perpetual easement be granted over and across the real estate owned by the parties for utility purposes.

NOW THEREFORE IT IS AGREED that in consideration of One (\$1.00) Dollar mutually paid by the parties above and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties for themselves, their heirs and assigns, successors, and transferees covenant and grant to the other parties herein mutually to the extent that it shall be lawful for them, their heirs, assigns and agents to so do, an easement to run with the land on the property legally described hereafter, said easement to the following extent, to-wit: The right to erect and maintain all necessary wires and fixtures thereon and to keep and maintain same for the benefit of the real estate owned by the First Party and to further use and maintain said wires and fixtures and further use and maintain all water outlets, common door ways, walls, pipes, plumbing and sanitary piping, that may be located on or about the premises and that will serve the respective properties of the parties.

It is agreed that the owner of said portion of the real estate shall have necessary access to the above described real estate utilities for the purpose of repairs, etc., provided that the persons seeking such access shall have responsibility for any unnecessary damage which may be done to the property.

It is agreed between the parties hereto that subsequent to the division of the property between the parties there exists a party wall in all respects.

It is agreed that both parties shall be entitled to the use of said party wall and the parties mutually covenant that, if it shall hereafter become necessary to repair or rebuild the whole, or any portion of the said party wall, the expense of such repairing or rebuilding shall be borne equally by them, their respective heirs and assigns and that whenever the said party wall, or any portion thereof, shall be rebuilt, it shall be erected on the same spot where it is to stand, and be of the same size, and the same or similar materials, and of like quality.

It is agreed that the second party shall have access to and use of the present common doorway and entrance hall and stairway located at the rear of the premises owned by the First Party.

27440

Document is

IT IS FURTHER AGREED between the parties that this agreement shall be perpetual as long as the present structures stand and at all times be construed as a covenant running with the land.

IN WITNESS WHEREOF the parties have set their hands and seals this 8th day of August 1969.

Drenka Mulle
DRENKA MULLE, First Party
Anthony T. Mulle
ANTHONY MULLE and
Jean T. Mulle
JEAN T. MULLE, Second Party



STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Personally appeared before me, a Notary Public, in and for said County, Drenka Mulle, Anthony Mulle and Jean T. Mulle and acknowledged the execution of the foregoing easement this 8th day of August, 1969.

C. Jerome Smith
Notary Public
C. Jerome Smith

My Commission Expires:
~~April 12, 1970~~
12/7/70

This instrument prepared by: Stepanovich & Stevens, Attorneys at Law by Nick Stepanovich

AUG 12 11 27 AM '69
ANDREW J. LISCHKO
RECORDER