PARTY WALL AGREEMENT

THIS AGREEMENT made this 5000 day of November, 1984, by and between PAUL A. STUPECK and CARL J. OMAN, hereinafter collective referred to as the "First Party" and TERESE M. KUJAWÁ, hereinafter referred to as the "Second

WHEREAS, First Party is the owner of certain real property located at 827 Wiggs, Griffith, Lake County, Indiana, more particularly described as

> The North 40 feet of Lot 4 in Oman's Addition to the Town of Griffith as per plat thereof, recorded in Plat Book 49, page 89, in the Office of the Recorder of Lake County, Indiana

WHEREAS, Second Party is the owner of certain real estatementated 823 Wiggs, Griffith, Lake County, Indiana, more particularly described as follows:

The South 40 feet of Lot 4 in Oman's Addition to the Town of Straight Addition to the Straight Additi Griffith as per plat thereof, recorded in Plat Book 45, page 189 in the Office of the Recorder of Lake County, Indiana 2

WHEREAS, the First Party and the Second Party each own one half (対) of a duplex building, the half of which is owned by the First Party is located on the First Party's real estate and the half of which is owned by the Second Party is located on the Second Party's real estate;

WHEREAS, said duplex building contains a common wall, hereinafter referred to as the "party wall" which wall is located exactly on the southern boundary of the First Party's property and the northern boundary of the Second Party's property so that one-half (2) of said party wall is located on the First Party's real estate and one-half (2) of said party wall is located on the Second Party's real estate.

NOW, THEREFORE, in consideration of the mutual covenants and be recements herein contained, the parties hereto do hereby agree for themselves, their respective heirs and assigns as follows:

1. Use of Party Wall. The First Party and the Second Party shall each have the full right to use the said party wall for the insertion of brants or otherwise support the erection of buildings on their respective real estate; provided, however, that such use shall not injure the adjoining building and shall not impair the value of the easement to which the adjoining building is entitled.

2. Right to Extend. Neither party hereto shall have the right to extend the party wall either horizontally or vertically without the written consent

of the other party.

3. Repairs and Maintenance. The First Party and the Second Party do hereby mutually agree that if it shall hereafter become necessary to repair or rebuild the party wall or any portion thereof as constructed, the cost of such repairing or rebuilding as to such portions of the wall at the time used by both parties shall be at the expense of both in equal shares and as to any remaining portion shall be wholly at the expense of the party who shall exclusively use that portion. Unless otherwise agreed, whenever said party wall or such portion thereof shall be rebuilt, it shall be erected on the same spot, on the same line, and be of the same size, and the same or similar material and of like quality with the present party wall and subject to conformity of the laws, ordinance, and regulations of the State of Indiana and the Town of Griffith regulating the construction of buildings, as the same are in force and effect at the time of said construction.

4. Destruction of Party Wall. In the event that the party wall is totally or partially destroyed by fire or other cause, either of the parties hereto shall have the right to reconstruct the same at his own expense if he alone intends to continue the use of the party wall or at the expense of both parties in the event that both intend to continue the use of the party wall. In the event of reconstruction of the party wall, the proceeds of any surance received by either party for the destruction of the party wall shall

5. Duration of Agreement. This agreement shall be perpetual and shall constitute an easement and a covenant running with the land; provided, however, that nothing herein contained shall be construed as a conveyance by either party of his respective rights in fee of the land upon which the party

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wall shall stand.

be applied toward the cost of reconstruction.

6. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by the parties hereto or their successors in interest.
7. Attorney's Fees. In the event of any controversay, claim or dispute between the parties hereto, arising out of or relating to this agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys fees and costs.
8. Arbitration. Any dispute hereunder shall be submitted to arbitration under the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. Each arbitration proceeding shall be held in Lake County, Indiana and each award shall be made in Lake County, Indiana. 9. Binding Effect. This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto. IN WITNESS WHEREOF, the parties hereto have executed this Party Wall Agreement the day and year first above written. OMAN, First Party STATE OF INDIANA SS: COUNTY OF LAKE Before me the undersigned a Notary Public, personally appeared PAUL A. STUPECK and CARL J. OMAN, and acknowledged the execution of the foregoing Party Wall Agreement. SUBSCRIBED AND SWORN this 15th day of Northelice My Commission Expires 2-13-88 County of Residence: STATE OF INDIANA ) SS: COUNTY OF LAKE Before me the undersigned a Notary Public, personally appeared TERESE M. KUJAWA, and acknowledged the execution of the foregoing Agreement. SUBSCRIBED AND SWORN this 15th day of My Commission Expires: 2-13-88 County of Residence:

This instrument prepared by JAMES E. McHIE, Attorney at Law 53 Muenich Court

Hammond, Indiana 4.6320