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AGREEMENT ESTABLISHING PARTY WALL

THIS AGREEMENT, entered into this 13th day of OCTOBER, 1985, by and between:

DAVID A. MENDOZA and PATRICIA A. MENDOZA and DONALD E. FRANTZ and JANET C. FRANTZ

both of the Town of Schereville, County of Lake, State of Indiana.

WITNESSETH THAT:

WHEREAS, DAVID A. MENDOZA and PATRICIA A. MENDOZA is the owner of the premises located at 1419 GREEN COURT in the Town of Schererville, County of Lake, State of Indiana, legally described as follows: LOT 47 EXCEPT THE SOUTH 41.25 FEET THEREOF, GOLF VIEW MANOR, UNIT #2, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 50, PAGE 100, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, and hereinafter called Lot A.

#13-318-37

WHEREAS, DONALD E. FRANTZ and JANET C. FRANTZ is the owner of the premises located at 1421 GREEN COURT in the Town of Schererville, County of Lake, State of Indiana, legally described as follows: THE SOUTH 41.25 FEET OF LOT 47, GOLF VIEW MANOR, UNIT #2, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 50, PAGE 100, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, immediately adjoining Lot A to the SOUTH and hereinafter called Lot B.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
OCT 25 9 51 AM '85
REC'D AT COUNTY RECORDER'S OFFICE

FILED

OCT 24 1985

Paulie O. ...
AUDITOR LAKE COUNTY

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WHEREAS, there presently exists a town house consisting of two (2) single family attached dwellings, one of such dwellings located on Lot A, and the other such dwelling located on Lot B.

WHEREAS, the SOUTH wall of the building located on Lot A and the NORTH wall of the building located on Lot B form a common wall and boundary between Lots A and B.

WHEREAS, the parties desire to settle all questions relating to the ownership and use of such common wall and all differences between them relating to such boundaries.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. Party Wall Declaration. The wall shall be a party wall and the parties shall have the right to use it jointly.

2. Repair or Restoration. Should such wall be damaged or destroyed by the fault, negligence, act, or omission of one of the parties, such party shall repair the wall and shall compensate the other party for any damages to the property of the other party.

Should the wall at any time while in use by both parties as aforesaid be injured by any cause other than the act or omission by either party, the wall shall be repaired or rebuilt at their joint expense, provided that any sum received from insurance against such injury or destruction shall be first applied to such repair or restoration.

3. Limitations on Use. The parties, their respective heirs and assigns, shall have equal rights in all respects to the party wall; and either party, his heirs or assigns, shall not use the wall in any manner whatsoever that may interfere with the equal use of the other half of the wall by the other party, his heirs or assigns.

4. Restriction against Openings. Neither party to this agreement shall make or provide openings in the party wall of any nature whatsoever without the consent of the other party. In the event such ^{with} consent is given and such openings are made, the openings shall be subject to the right of the consenting party, his heirs or assigns, to close up such openings at any time that he may desire to use any portion of the wall, and no easement shall be created by reason of such openings either for access to or from, or for light or air.

5. Modification of Party Wall. The parties agree that there shall be no modifications or extensions of the party wall without ^{the} mutual agreement of the parties.

6. Duration and Effect. This agreement shall continue in effect for so long as the party wall shall stand and shall constitute 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 the fee of the lot on which the wall shall stand.

7. Binding Effect. This agreement shall be binding and inure to the benefit of the respective heirs, successors, personal representatives and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement at Schereville, Indiana, the day and year first above written.

David A. Mendoza
DAVID A. MENDOZA

Patricia A. Mendoza
PATRICIA A. MENDOZA
Buyers - (of Left side)

Donald E. Frantz
DONALD E. FRANTZ

Janet C. Frantz
JANET C. FRANTZ
Buyers - (of Right side)

Appeared before me this thirteenth day of October, 1985,
David and Patricia Mendoza AND Donald and Janet Frantz
and acknowledged the execution of the foregoing instrument.

Annette Gordon
Annette Gordon, Resident
Lake County, Indiana
My Commission expires 7/15/86

ANNETTE GORDON
NOTARY PUBLIC STATE OF INDIANA
LAKE CO.
MY COMMISSION EXPIRES 7/15/86
ISSUED THRU THE IND. Notary Assn.