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Brew/Lesnick

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AGREEMENT TO CONVEY INTEREST  
IN WALL FOR USE AS A PARTY WALL  
PLUS MAINTENANCE AND USE OF  
SAID PARTY WALL

This Agreement, made in Griffith, Lake County, Indiana this  
5th day of December, 1985 between Laurence D. Brew and Beryl D.  
Brew, husband and wife, (hereinafter "Grantors") and George  
Lesnick and Joan F. Lesnick, husband and wife, (hereinafter  
"Grantees"):

STATE OF INDIANA  
LAKE COUNTY  
FILED  
DEC 24 9 37 AM '85  
RECORDED  
RECORDER  
DOLPH CLAY

Whereas the Grantors are the owners of real property, and the  
improvements located thereon, more particularly described as

follows: *Key # 26-380-5*

The South 1/2 of Lot 5 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.

and

The North 1/2 of Lot 5 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.

FILED

Whereas, the Grantors are to remain the owners of that  
property described as follows: *DEC 20 1985*

The South 1/2 of Lot 5 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.

*Paul O. R...*  
RECORDER FOR LAKE COUNTY

Whereas the Grantors have sold to the Grantees that property  
described as follows:

The North 1/2 of Lot 5 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, there exists a center wall, dividing the improvements  
on said respective properties, it is the desire and intent of both  
parties that said center wall becomes a party wall.

*2/10/85*  
*1043*

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That simultaneously with, and in consideration of, the execution of the agreement, the Grantees shall pay Grantors the sum of Ten Dollars (\$10), and other good and valuable consideration, the receipt of which is hereby acknowledged.

2. That the center wall dividing the building located on  
The North 1/2 of Lot 5 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.

being conveyed to the Grantees, and

The South 1/2 of Lot 5 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.

being retained by the Grantors shall be a party wall for the joint benefit and use of both parties.

3. That the parties agree to pay for the routine, normal and day-to-day care, repair, maintenance and upkeep of their respective side of the party wall without reimbursement from the other party.

4. The parties agree that should party wall at any time while in use by both parties as aforesaid be injured, or destroyed, by other cause than the act or negligence of either party, the same 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 restoration. Said wall to be built in a substantial and workmanlike manner of like durability, strength and fire-resisting qualities as the party wall, and shall conform in all respects to the laws and ordinances regulating the construction of buildings in force at the time.

5. That the parties agree that this instrument shall be perpetual and that the covenants herein contained shall run with both parcels of land above described, but it shall not have the effect to convey to either party the fee to any part of the land owned or to be acquired by the other party, the creation of the right to a perpetual party wall being the sole purpose thereof.

6. That this agreement is binding on the Grantors and Grantees, for themselves, their heirs, executors, administrators and assigns.

GRANTORS:

Laurence D. Brew  
LAURENCE D. BREW

Beryl D. Brew  
BERYL D. BREW

GRANTEES:

George B. Lesnick  
GEORGE B. LESNICK

Joan F. Lesnick  
JOAN F. LESNICK

SUBSCRIBED AND SWORN to before me this 5th day of  
December, 1985.

My Commission Expires:  
10/24/88

Gloria Anderson  
Gloria Anderson  
Notary Public  
Resident of Lake

This instrument was prepared by Joseph M. Skozen, Attorney at Law