

Donald Webber LD #6-4062
HO A-417128-9 (SCHMITT)
HO A-417126-7 (HOWE)

CHICAGO TITLE INSURANCE COMPANY

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COVENANT AND AGREEMENT

WHEREAS, the undersigned, WILLIAM HOWE and JEROME P. SCHMITT and SUSANNA M. SCHMITT, Husband and Wife, are the present title holders of the following described real estate, upon which there has been erected a duplex residence:

Lot 9, Knightsbridge 1st Addition to the Town of Schererville, excepting therefrom the following described real estate: Commencing at the Southwest corner of said lot; thence Northeasterly along the Westerly line of said lot; a distance of 44.0 feet, thence Southeasterly 152.68 feet, more or less, to the centerline of Turkey Creek at its intersection with a point which is 45.01 feet Northeasterly from the Southeast corner of said lot on the East line of said lot; thence Southwesterly along the East line of said lot a distance of 45.01 feet to the Southeast corner of said lot; thence Northwesterly along the South line of said lot, a distance of 143.23 feet, more or less, to the point of beginning, as shown in Plat Book 46, page 58, in Lake County, Indiana, and commonly known as 1601 Julie Drive Schererville, Indiana. and; That part of Lot 9, Knightsbridge Addition to the Town of Schererville, as shown in Plat Book 46, page 58, in Lake County, Indiana, described as follows: Commencing at the Southwest corner of said lot; thence Northeasterly along the Westerly line of said lot, a distance of 44.0 feet; thence Southeasterly 152.68 feet, more or less, to the centerline of Turkey Creek at its intersection with a point which is 45.01 feet Northeasterly from the Southeast corner of said lot on the East line of said lot; thence Southwesterly along the East line of said lot a distance of 45.01 feet to the Southeast corner of said lot; thence Northwesterly along the South line of said lot, a distance of 143.23 feet, more or less, to the point of beginning, and commonly known as 1603 Julie Drive, Schererville, Indiana;

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LAKE COUNTY
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WHEREAS, in the construction of said building there is a wall dividing both of said residences; and,

WHEREAS, it is the intention of the undersigned that in the event of sale or transfer of either or both of said residences, that said dividing wall shall remain in the same condition for the use of any and all subsequent purchasers;

OK
JCC

NOW, THEREFORE, for the purpose of declaring their intentions, the undersigned hereby covenant and agree in consideration of ONE AND 00'100's (\$1.00) DOLLAR and other good and valuable consideration by each to the other paid, the receipt of which is hereby acknowledged, and bind themselves as follows:

1. Said dividing wall shall be a party wall for said real estate so long as both of the residences as now constructed shall not be materially altered or changed.
2. No persons shall have the right to add to or detract from the party wall in any manner whatsoever, it being the intention that the party wall shall at all times remain in the same position as when erected.
3. The cost of maintaining each party wall shall be borne equally by the owners on either side of said wall.
4. In the event of damage or destruction of said wall from any cause, other than the negligence of either party thereto, then the owners shall, at joint expense, repair or rebuild said wall, and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such cost in case of negligence, the other party may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement cost.
5. Either party shall have the right to break through the party walls for the purpose of repairing or restoring sewerage, water, utilities, subject to the obligation to restore said wall to its previous structural condition at his own expense and the payment, to the adjoining owner of any damages negligently caused thereby.
6. The benefits and burdens of the covenants herein contained shall annex to and run with the land herein described, so long as the party wall continues to exist, and shall bind the respective heirs, legal representatives, assigns, successors and grantees of the respective parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed this 12TH day of DECEMBER, 1985.

Jerome P. Schmitt
JEROME P. SCHMITT

William A. Howe
WILLIAM HOWE

Susanna M. Schmitt
SUSANNA M. SCHMITT

STATE OF INDIANA)

ss:

COUNTY OF LAKE)

SUBSCRIBED AND SWORN to before me, a Notary Public, on this 12TH day of DECEMBER, 1985.

Richard C. Wolf
RICHARD C. WOLF NOTARY PUBLIC

My Commission Expires:

JANUARY 26, 1986

Resident of LAKE County

THIS INSTRUMENT PREPARED BY: GARY K. MATTHEWS, Attorney at Law
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