

015611

PARTY WALL AGREEMENT

BANK OF HIGHLAND/ft  
#201418

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THIS AGREEMENT is made and entered into this 16th day of December, 1988 by and between **BARRY SWINFORD and ELEANORE SWINFORD, Husband and Wife** (hereinafter referred to as **SWINFORD**) and **MARY SKAWINSKI** (hereinafter referred to as **SKAWINSKI**).

14441

**R E C I T A L S**

WHEREAS, SWINFORD is the owner of the following described property: *Key 27-22-07-97*

The South half of the South 60 feet of  
The North 120 feet of the East 163 feet of the following described tract: Commencing at a point 146.66 feet South and 297 feet East of the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 28, Township 36 North, Range 9 West of the 2nd Principal Meridian and running thence South parallel with the West line of said tract 519.95; thence East 363 feet thence North 523.65 feet; thence West 363 feet to the place of beginning, in the Town of Highland, Lake County, Indiana; and

TICOR TITLE INSURANCE  
Company, Inc.

WHEREAS, SKAWINSKI is purchasing from SWINFORD the <sup>1</sup>South 60 feet of the North 120 feet of the East 163 feet of the above described property; and

*Ch.*  
THE SOUTH 1/2 OF N/4  
S.S.

WHEREAS, a structure exists on said described real estate which is commonly referred to as a duplex, and that SKAWINSKI is purchasing the south side of said duplex from SWINFORD; and

WHEREAS, the center of said duplex is divided by a party wall;

LILLIAN A. BLASTICK  
RECORDER, LAKE COUNTY,  
CROWN POINT, INDIANA 46007  
Dec 23 1988  
4:24 PM  
FILED

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

DEC 23 1988

1. Repairs and Maintenance. If it shall become necessary to repair or rebuild the wall or any portion thereof as constructed or extended, the costs of repairing or rebuilding as to such portion of the wall at the time used by both parties shall be paid at the expense of both in equal shares, and as to the remaining portion, shall be wholly at the party who exclusively uses that portion. The costs of repairing any damage to the drywall on the respective sides of the duplex area shall be borne by the party occupying that side of the duplex. Nothing herein shall be intended to void the builder's responsibility for repair under warranty or any acts of negligence or carelessness in the construction of said premises.

*Anna N. Anton*  
LAKE COUNTY

*700*  
1000

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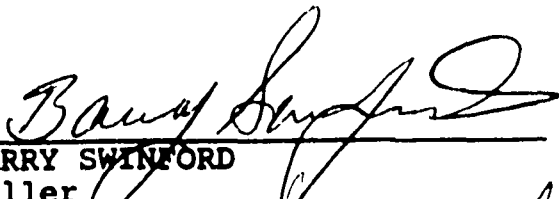
2. Destruction of the Party Wall. In the event the wall is totally or partially destroyed by fire or other cause, either of the parties hereto shall have the right to reconstruct the same at his or her own expense if he or she alone intends to continue the use of said party wall, or at the expense of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

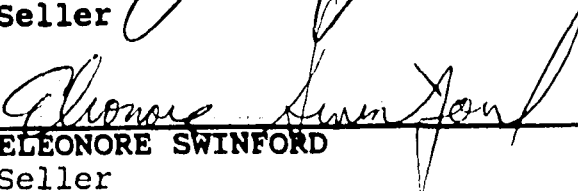
3. Duration of Agreement. This Agreement shall be perpetual and shall constitute an easement and covenant running with the land; provided, however, that nothing herein contained shall be construed as conveyance by either party of his respective rights in the fee of the land upon which the party wall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

4. Extension of the Wall. The party wall cannot be extended without the mutual consent of both owners.

5. Binding Effect. This Agreement shall bind and enure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Party Wall Agreement the day and year first written above.

  
BARRY SWINFORD  
Seller

  
ELEONORE SWINFORD  
Seller

  
MARY SKAWINSKI  
Buyer

