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FILED

PARTY WALL AGREEMENT

JUN 29 1993

WHEREAS, INB National Bank, formerly known as INB National Bank N. W., formerly known as Lowell National Bank, as Trustee under the provisions of a Trust Agreement dated the 20th day of October, 1978, known as Trust No. 45 (hereinafter "Owner"), holds legal title in fee simple absolute to the following described real estate:

Key # 13-279-40

Lot 31, except the Southwesterly 50.0 feet by parallel lines thereof, in Plum Creek Village 3rd Addition, Block 3, to the Town of Schererville, as shown in Plat Book 48, Page 43 in the Office of the Recorder of Lake County, Indiana.

(Common Address: 125 Juniper Drive, Schererville, Indiana)
(Part of Tax Key No. 13-279-31; Tax Unit No. 20)

hereinafter referred to as "Parcel A"; and

WHEREAS, Owner also holds legal title in fee simple absolute to the following described real estate:

Key # 13-279-31

The Southwesterly 50.0 feet by parallel lines of Lot 31 in Plum Creek Village 3rd Addition, Block 3, to the Town of Schererville, as shown in Plat Book 48, page 43 in the Office of the Recorder of Lake County, Indiana

(Common Address: 127 Juniper Drive, Schererville, Indiana)
(Part of Tax Key No. 13-279-31; Tax Unit No. 20)

hereinafter referred to as "Parcel B"; and

WHEREAS, Parcel A and Parcel B are residential units that comprise a duplex and are separated by a common wall (hereinafter "Party Wall"); and

WHEREAS, it is the intention of the undersigned that in the event of sale or transfer of Parcel A, Parcel B, or both, that the Party Wall shall remain in the same condition for the use and benefit of any and all subsequent purchasers; and

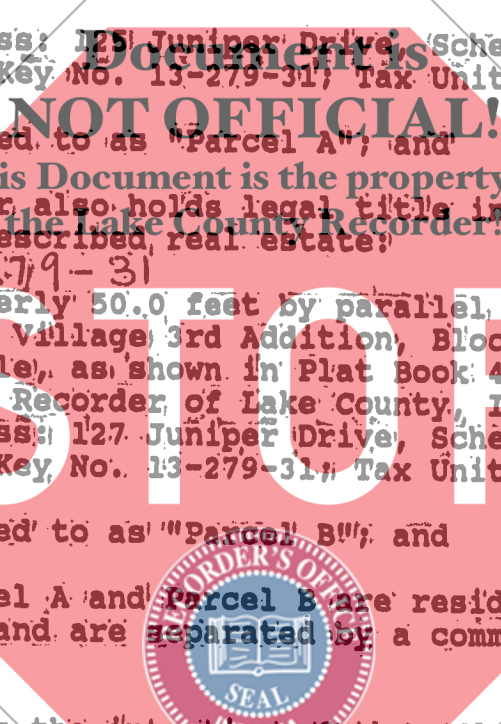
WHEREAS, it is the intention of the undersigned that both Parcel A and Parcel B be maintained in their current condition for the mutual benefit of their respective owners;

IN CONSIDERATION for the respective obligations set forth herein, the respective benefits to and obligations of current and subsequent owners of Parcel A and Parcel B, the consideration to be paid and/or given by any subsequent purchaser of Parcel A and/or Parcel B, and other good and valuable consideration, the undersigned state and agree to the following.

RETURN **Maish & Mysliwy**
TO: **Attorney's at Law**
P. O. Box 685
Hammond, IN 46320

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STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED FOR RECORDER
JUN 29 9 00 AM '93
RECORDER

1. The Party Wall shall continue to serve and benefit both Parcel A and Parcel B as a common wall.

2. No changes in or alterations to the Party Wall shall be made without the express written consent of the owners of the fee of Parcel A and Parcel B that are in title at the time of the performance of the agreed upon changes and/or alterations.

3. If it shall become necessary to repair and/or rebuild the Party Wall, the expense of repair and/or rebuilding the Party Wall shall be paid by the then owners of the fee of Parcel A and Parcel B, in equal proportions. Whenever the Party Wall, or any portion thereof, shall be rebuilt, it shall be erected on the same place where it stands and be of the same size as when originally erected as shown on the survey prepared by Torrens Engineering, Inc. dated May 18, 1993, unless the owners of the fee of both Parcel A and Parcel B expressly agree otherwise in writing.

4. No changes or modifications shall be made to the improvements located upon Parcel A and/or Parcel B, unless the owners of the fee of Parcel A and Parcel B expressly agree otherwise in writing. This provision includes, but is not limited to, structural changes and artistic/appearance changes (e.g., color of exterior, color of roofing materials, landscaping, etc.).

5. The owners of the fee of Parcel A and Parcel B each agree to maintain the improvements upon their respective real estate on a regular and consistent basis so that the exterior appearance of said improvements remains essentially the same.

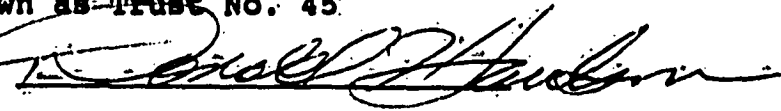
6. The owners of the fee of Parcel A and Parcel B each agree to maintain property insurance covering the improvements upon their respective real estate in an amount not less than the fair market value of said improvements. The owners of the fee of Parcel A and Parcel B further agree to promptly repair any damage to or destruction of the improvements upon their respective real estate to the same condition as before the damage and/or destruction, unless the owners of the fee of both Parcel A and Parcel B expressly agree otherwise in writing.

7. This Party Wall Agreement shall at all times be construed as a covenant running with the land as to both Parcel A and Parcel B.

8. This declaration shall be binding upon the undersigned, their successors, personal representatives, heirs, assigns, and grantees.

SIGNED this 25th day of June, 1993.

INB National Bank, f/k/a INB
National Bank N. W., f/k/a Lowell
National Bank, as Trustee, under
the provisions of a Trust Agreement
dated the 20th day of October, 1978,
known as Trust No. 45

BY: 

DONALD L. HAWKINS
Vice President - Trust Officer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

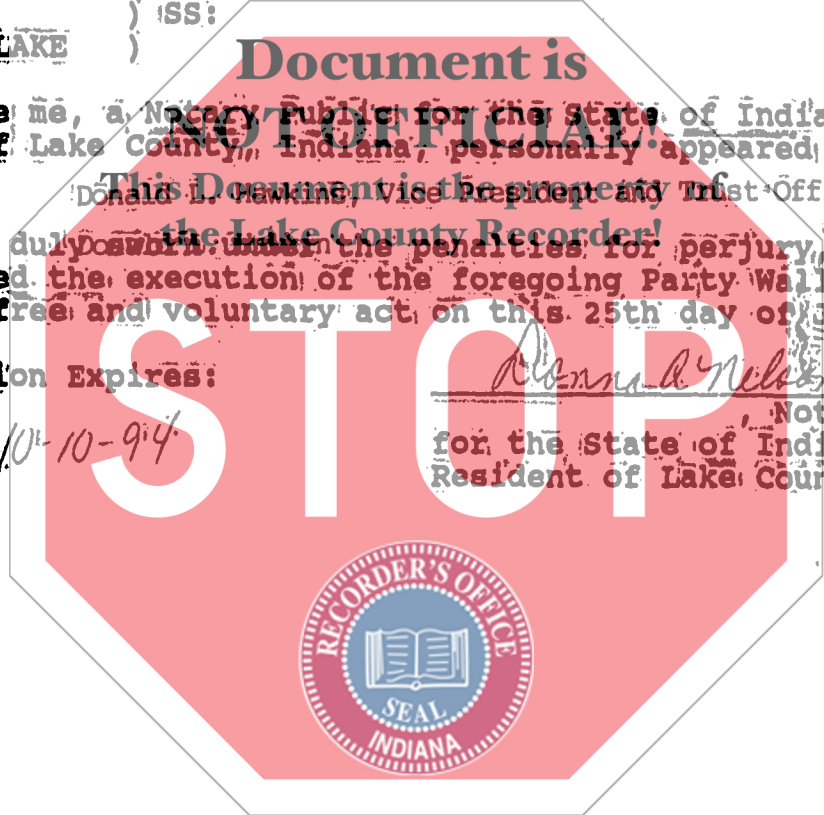
Before me, a Notary Public for the State of Indiana and a
Resident of Lake County, Indiana, personally appeared

~~Donald L. Hawkins, Vice President and Trust Officer
of the Lake County Recorder!~~
who, being duly sworn under the penalties for perjury,
acknowledged the execution of the foregoing Party Wall Agreement
as His free and voluntary act, on this 25th day of June, 1993.

My Commission Expires:

10-10-94


Notary Public
for the State of Indiana and a
Resident of Lake County, Indiana



THIS DOCUMENT PREPARED BY: Stephen M. Maish, Attorney at Law,
Maish & Mysliwy, Attorneys at Law, 5248 Hohman Avenue, Suite 200,
P.O. Box 685, Hammond, Indiana 46320.