

ZUBAY 1821618

PARTY WALL AGREEMENT

THIS AGREEMENT made this 18th day of November, 1993, by and between Dolores Zubay and Wanda L. Pozywio hereinafter collectively referred to as the "First Party" and hereinafter referred to as the "Second Party";

WHEREAS, First Party is the owner of certain real property located at Lake County, Indiana, more particularly described as follows: Part of Lot 2 in Springvale Farms Court E, in the Town of Schererville, as per plat thereof, recorded in Plat Book 58, page 36, in the Office of the Recorder of Lake County, Indiana, described as follows: Commencing at the southwest corner of said Lot 2; thence East along the South line of said Lot 2, 123.74 feet to the point of beginning; thence North 00 degrees 45 minutes 52 seconds East, 92.04 feet to the North line of said Lot 2; thence East along said North line, 27.49 feet to the Northeastly line of said Lot 2; thence Southeastly along said Northeastly line, 130.11 feet to said South line; thence West along said South line, 119.53 feet to the point of beginning. Commonly known as Unit 2-1, 1843 Redwood Court, Schererville, Indiana.

WHEREAS, the First Party and the Second Party each own one-half (1/2) of a duplex building, the half of which is owned by the First Party is located on the First Party's real estate and the half of which is owned by the Second Party is located on the Second Party's real estate;

WHEREAS, said duplex building contains a common wall, hereinafter referred to as the "party wall" which wall is located exactly on the northern boundary of the First Party's property and the southern boundary of the Second Party's property so that one-half (1/2) of said party wall is located on the First Party's real estate and one-half (1/2) of said party wall is located on the Second Party's real estate.

STATE OF INDIANA  
CLERK OF SUPERIOR COURT  
FILED FOR RECORD  
NOV 21 1993  
SHERERVILLE

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby agree for themselves, their respective heirs and assigns as follows:



1. Use of Party Wall. The First Party and the Second Party shall each have the full right to use the said party wall for the insertion of beams or otherwise support the erection of buildings on their respective real estate, provided, however, that such use shall not injure the adjoining building and shall not impair the value of the easement to which the adjoining building is entitled.

2. No Right to Extend. Neither party hereto shall have the right to extend the party wall either horizontally or vertically without the written consent of the other party.

3. Repairs and Maintenance. The First Party and the Second Party do hereby mutually agree that if it shall hereafter become necessary to repair or rebuild the party wall or any portion thereof as constructed, the cost of such repairing or rebuilding as to such portions of the wall at the time used by both parties shall be at the expense of both in equal shares and as to any remaining portion shall be wholly at the expense of the party who shall exclusively use that portion. Unless otherwise agreed, whenever said party wall or such portion thereof shall be rebuilt, it shall be erected on the same spot, on the same line, and be of the same size, and the same or similar material and of like quality with the present party wall and subject to conformity of the laws, ordinances, and regulations of the State of Indiana and the Town of Schererville, regulating the construction of buildings, as the same are in force and effect at the time of said construction.

4. Destruction of Party Wall. In the event that the party 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 own expense if he alone intends to continue the use of the party wall or at the expense of both parties in the event that both intend to continue the use of the 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 party wall shall be applied toward the cost of reconstruction.

5. Duration of Agreement. This agreement shall be perpetual and shall constitute an easement and 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 fee of the land upon which the party wall shall stand.

6. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by the parties hereto or their successors in interest.

7. Attorney's Fees. In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys fees, and costs.

This Agreement is being re-recorded to include the names of the parties of this agreement in the acknowledgment.

9/20  
[Handwritten signature]

8. Arbitration. Any dispute hereunder shall be submitted to arbitration under the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. Each arbitration proceeding shall be held in Lake County, Indiana and each award shall be made in Lake County, Indiana.

9. Binding Effect. This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

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

Dolores Zubay  
Dolores Zubay, First Party

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Before me the undersigned a Notary Public, personally appeared Dolores Zubay, and acknowledged the execution of the foregoing Party Wall Agreement.

SUBSCRIBED AND SWORN this 19<sup>th</sup> day of November, 1993.

My Commission Expires: December 7, 1994

County of Residence: Jasper



Carole Lu Clark  
Notary Public

STATE OF INDIANA )  
                          ) ISS:  
COUNTY OF LAKE )

Wanda L. Pozywio  
Wanda L. Pozywio, Second Party

Before me the undersigned a Notary Public, personally appeared Wanda L. Pozywio, and acknowledged the execution of the foregoing Party Wall Agreement.

SUBSCRIBED AND SWORN this 19<sup>th</sup> day of November, 1993.

Carole Lu Clark  
Notary Public carole lu Clark

My Commission Expires: December 7, 1994

County of Residence: Jasper