

93088899 EASEMENT FOR DRIVEWAY IN COMMON

THIS AGREEMENT, made and entered into this 20th day of November, 1993, by and between John E. Anderson & Joyce E. Anderson, husband and wife, of Lake County, State of Indiana, hereinafter called "First Party", and Clarence M. Schuster and James W. Schuster, of Lake County, State of Indiana, hereinafter called "Second Party", WITNESSETH THAT:

WHEREAS, First Party is the owner of the following described real property located in Lake County, State of Indiana, to-wit:

Lot 5, Block 2, Hyde Park Addition to the City of Hammond, Indiana, as shown in Plat Book 12, page 3 which said real property adjoins the hereinafter described real property of Second Party, and:

WHEREAS, Second Party is the owner of the following described real property located in Lake County, State of Indiana, to-wit:

Lot 4, Block 2, Hyde Park Addition to the City of Hammond, Indiana as shown in Plat Book 12, page 3 which said real property adjoins the above described real property of First Party, and:

WHEREAS, for a number of years there has been a driveway existing on and along the mutual boundary line of said parcels of the parties hereto, which has been used mutually by the respective owners of said real estate and that the parties desire to establish a mutual easement of record;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual covenants and agreements hereinafter contained and set forth, and in consideration of the mutual benefits and advantages to be obtained and derived by each of the parties hereto by reason of their continuing use of said driveway, the said parties hereto do hereby mutually promise, covenant and agree as follows, to-wit:

1. The parties hereto do hereby agree that said driveway shall be maintained for their mutual use in common over and across a strip of land and upon which the said driveway now exists and is so located.

2. The parties do hereby convey and grant unto each other a perpetual right and easement, for the purpose of use, maintenance, repair and renewal of said driveway, over and across the strip or parcel of land described as follows:

Only the East 92 feet of the following described real estate:

a strip of land approximately 8 feet wide, commencing at a point, 5.3" north of the southwest corner of Lot 4, and thence east to a point 5.3" north of the southeast corner of said lot 4, thence south to a point 2.7" south of the northeast corner of Lot 5, thence west to a point 2.7" south of the north northwest corner of said Lot, thence north to the point of beginning, Hyde Park Addition to the City of Hammond, as shown in Plat Book 12, page 3 Key No. 34-154-4/5

Chicago Title Insurance Company

STATE OF INDIANA
CLERK OF SUPERIOR COURT
FILED FOR RECORD

DEC 29 2 24 PM '93
RETURNED TO
FILED

FILED

DEC 29 1993

Anna N. Anton
ALTON LAKE COUNTY

S. P. J.

3, Said driveway shall be kept and maintained in good condition and state of repair, and the cost of such maintenance, repair or renewal thereof shall be borne by the parties hereto in equal shares. In the event either of the parties hereto shall fail or refuse to pay his proportionate part of the cost of replacing or repairing said driveway, or shall at any time fail or refuse to promptly pay their proportionate part of the cost of the maintenance and repair or renewal of said driveway, the entire amount of such cost may be advanced and paid by the other party hereto and said party shall recover one-half of such cost of construction, maintenance, repair or renewal so advanced and paid from the other party.

4. The covenants and agreements herein contained and set forth shall for all purposes be construed and considered as covenants and agreements running with the title to each of the above described parcels of real property owned by the parties hereto, and shall be binding upon the parties hereto, their respective heirs, devisees, legal representatives and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 20th day and year first above written.

John E. Anderson Clarence M. Schuster
John E. Anderson Clarence M. Schuster
Joyce E. Anderson James W. Schuster
Joyce E. Anderson James W. Schuster
First Party Second Party



STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

ACKNOWLEDGEMENT

Before me, a notary public, in and for said county and state, this 20th day of November, 1993, personally appeared John E. Anderson and Joyce E. Anderson, Clarence M. Schuster and James W. Schuster, and acknowledged the execution of the foregoing easement.

HENRY S. KOWALCZYK
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXPIRES JULY 23, 1994

Henry S. Kowalczyk
Henry S. Kowalczyk, Notary Public

My Commission Expires:
Resident of Lake County

This instrument prepared by: Henry S. Kowalczyk, 5246 Hohman Avenue, Hammond, Indiana 46320 219/931-4933

