

MAIL TAX BILLS TO:
704 Rueth Drive
Griffith, IN. 46319

STATE OF INDIANA
LAKE COUNTY Key #26-442-13,
FILED FOR RECORD TO BE SPLIT

H480834 LD

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95 JUN -8 PM 1:21

RECORDED
RECORDER

Chicago Title Insurance Company

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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.

(SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.)

FILED

JUN 7 1995

SAM ORLICH
AUDITOR LAKE COUNTY

000357

1200
CA

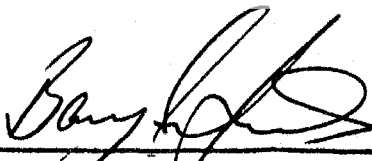
2. Destruction of the Party Wall. In the event the wall is totally or partially destroyed by fire or other cause, either of the parties hereto shall have the right to reconstruct the same at his or her own expense if he or she alone intends to continue the use of said party wall, or at the expense of 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.

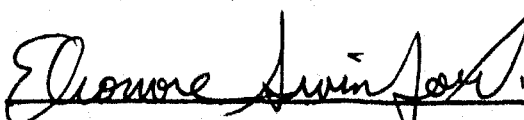
IN WITNESS WHEREOF, the parties have executed this Party Wall Agreement the day and year first written above.



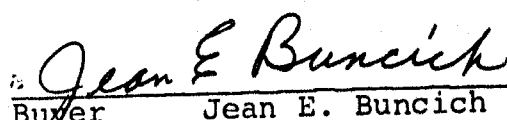
Seller Barry Swinford



Buyer Anthony S. Buncich



Seller Eleonore Swinford



Buyer Jean E. Buncich

STATE OF INDIANA }
COUNTY OF LAKE } SS:

Before me, a Notary Public, in and for said county and state, personally appeared BARRY SWINFORD and ELEONORE SWINFORD, Husband and Wife, and Anthony S. Buncich & Jean E. Buncich, personally known to me to be the same persons whose names subscribe to the foregoing Party Wall Agreement and appeared before me this date in person and acknowledge that they signed, sealed, and delivered this written instrument as their free and voluntary act for the purposes and uses as set forth therein.

Given my hand and my notary seal this 1st day of June,

19 95

STOP

Roberta S. Tate
NOTARY PUBLIC Roberta S. Tate

My Commission Expires

12-17-97

Resident of Porter County



THIS INSTRUMENT PREPARED BY: Barry Swinford

EXHIBIT "A"

THAT PART OF LOT 13, WOODLAND ESTATES FIFTH ADDITION, BLOCK ONE, TO THE TOWN OF GRIFFITH, AS SHOWN IN PLAT BOOK 64, PAGE 55, IN LAKE COUNTY, INDIANA DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 13; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF LOT 13 A DISTANCE OF 45.68 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 135.0 FEET TO A POINT WHICH IS ON THE WESTERLY LINE OF LOT 13 AND 32.55 FEET SOUTHERLY, AS MEASURED ALONG SAID WESTERLY LINE, OF THE NORTHWEST

NOT OFFICIAL!
This Document is the property of

the Lake County Recorder
CORNER OF LOT 13; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF LOT 13 A DISTANCE OF 32.55 FEET TO THE NORTHWEST CORNER OF LOT 13; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF LOT 13 A DISTANCE OF 135.0 FEET TO THE POINT OF BEGINNING.

