

2000 007899 PARTY WALL AGREEMENT 9:45

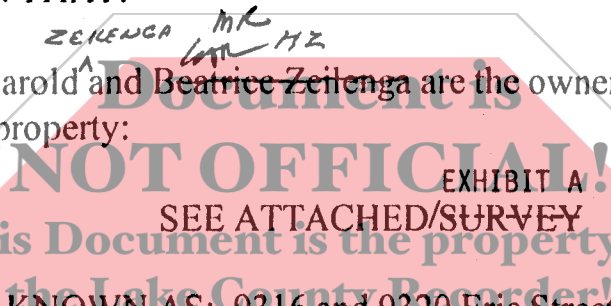
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NOTED & ENTERED
RECORDED

THIS AGREEMENT is made and entered into this 8th day of October 1999 by and between Harold Zeilenga and Beatrice Zeilenga (hereinafter referred to as "Seller"), and Edward T. Rosario & Maria G. Rosario (hereinafter referred to as "Buyer")

WITNESSETH THAT:

WHEREAS, Harold and Beatrice Zeilenga are the owners of the following-described property:



COMMONLY KNOWN AS: 9316 and 9320 Erie Street, Highland, IN 46322

WHEREAS, BUYER is purchasing from SELLER 9320 Erie St. of the above-described property; and

WHEREAS a structure exists on the afore-described real estate which is commonly referred to as a duplex, and that BUYER is purchasing the of said duplex from SELLER; and

WHEREAS, the center of said duplex is divided by a party wall and the parties wish to make the party wall declaration and to provide for certain terms and conditions concerning the same.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. PARTY WALL DECLARATION. The wall shall be a party wall, and the parties shall have the right to use it jointly.

2. REPAIRS AND MAINTENANCE. If it should become necessary to repair or rebuild the wall of any portion thereof as constructed

PETER BENJAMIN
LAKE COUNTY AUDITOR

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Chicago Title Insurance Company

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. Any repairing or rebuilding of the wall shall be on the same location, and of the same size, as the original wall or portion thereof or of the same or similar material of the same quality as that used in the original wall or portion thereof. 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.

3. **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 own expense if he 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 cost of destruction.

4. **ARBITRATION.** The parties agree that in the event of a dispute of controversy as to any matter within or arising out of this agreement, such dispute or controversy shall be submitted to the arbitration of two (2) disinterested and competent persons, mutually chosen, who shall select a third, and the arbitration of such matter shall be an express condition precedent to any legal or equitable action or proceeding of any nature whatsoever.

5. **DURATION AND EFFECT OF AGREEMENT.** This agreement shall be perpetual in effect and the covenants herein contained shall run ^{W.P.P.} the land, but the agreement shall not operate to convey to either party the fee to any part of the land owned or to be acquired by the other party, the creation of party wall rights being the sole purpose hereof.

6. **EXTENSION OF THE WALL.** The party wall cannot be extended without the mutual consent of both parties.

7. **GOVERNING LAW.** This agreement shall be governed by the laws of the State of Indiana.

8. BINDING EFFECT. The 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-above written.

Edward T. Rosario
Edward T. Rosario
Maria G. Rosario
Maria G. Rosario
Harold Zeilenga
Harold Zeilenga,
as Trustee

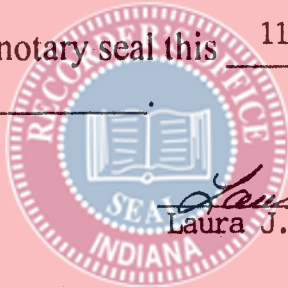
STATE OF INDIANA)

COUNTY OF LAKE)

Before me, a notary Public, in and for said county and state, personally appeared Edward T. Rosario and Maria G. Rosario and Harold Zeilenga, as Trustee

personally known to me to be the same persons whose names subscribe the foregoing Party Wall Agreement and appeared before me this date in person and acknowledged 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 by my hand and my notary seal this 11th day of October, 1999



Laura J. Brasovan
Laura J. Brasovan

County of Residence: LAKE

My Commission Expires: 8-17-06

This instrument prepared by: Harold Zeilenga

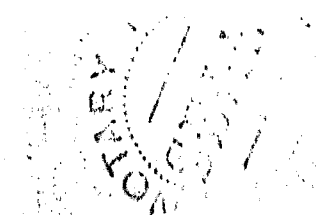


EXHIBIT A

9316 Erie Street, Highland: **LEGAL DESCRIPTION**

Lot 7 and the North Half of Lot 8 in Block 5 in Wicker Boulevard Addition to Highland, as per plat thereof, recorded in Plat Book 16 page 24, in the Office of the Recorder of Lake County, Indiana.

9320 Erie Street, Highland

Lot 9 and the South half of Lot 8, in Block 5, in Wicker Boulevard Addition to the Town of Highland, as per plat thereof, recorded in Plat Book 16, page 24, in the Office of the Recorder of Lake County, Indiana.

