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Chicago Title Insurance Company

PARTY WALL AGREEMENT

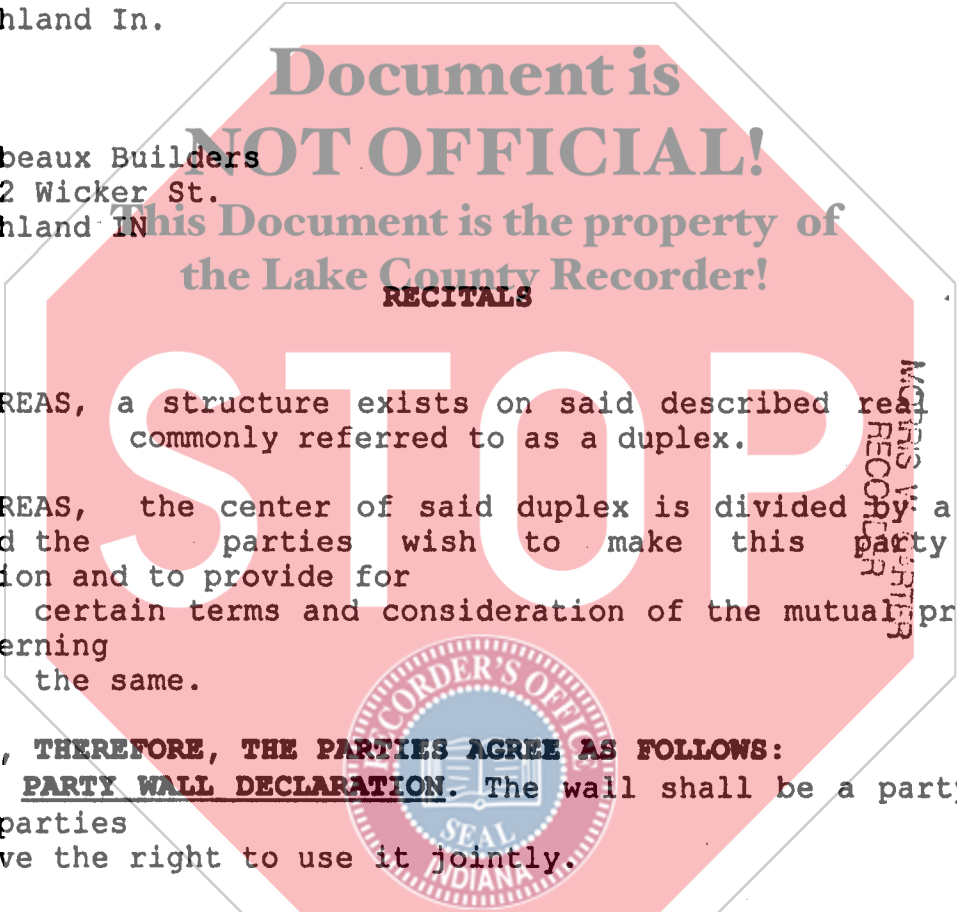
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THIS AGREEMENT is made and entered into by and between the owners of 3510 and 3512 Wicker St. Highland IN.

Sandra Kulchawick
3510 Wicker St.
Highland In.

Goubeaux Builders
3512 Wicker St.
Highland IN

2000 037741



WHEREAS, a structure exists on said described real estate which is commonly referred to as a duplex.

WHEREAS, the center of said duplex is divided by a Party Wall; and the parties wish to make this party wall declaration and to provide for certain terms and consideration of the mutual promises and concerning the same.

NOW, THEREFORE, 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 shall become necessary to repair or rebuild the party wall or any portion thereof as constructed or extended, the costs of repairing or rebuilding as to such portion of the party 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 cost 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 duplex.

STATE OF INDIANA
FILED IN
2000 MAY 31 AM 9:54
MORRIS V. WICKER
RECORDER

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3. **DESTRUCTION OF THE PARTY WALL.** In the event 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 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 cost of reconstruction.

4. **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.

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

6. **BINDING EFFECT.** This Agreement shall bind and enure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

7. **ARBITRATION.** The parties agree that in the event of a dispute or 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 and legal or equitable action or proceeding of any nature whatsoever.

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

Sandra Kulchawick
3510 Wicker
Highland, In.

Goubeaux Builders
3512 Wicker
Highland, In.

Sandra T. Kelle

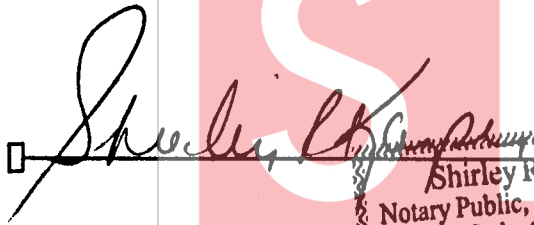
Goubeaux Builders
Glenn Goubeaux

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said county and state, personally appeared,

personally know 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 purpose and uses as set forth therein.

Given my hand and my notary seal this



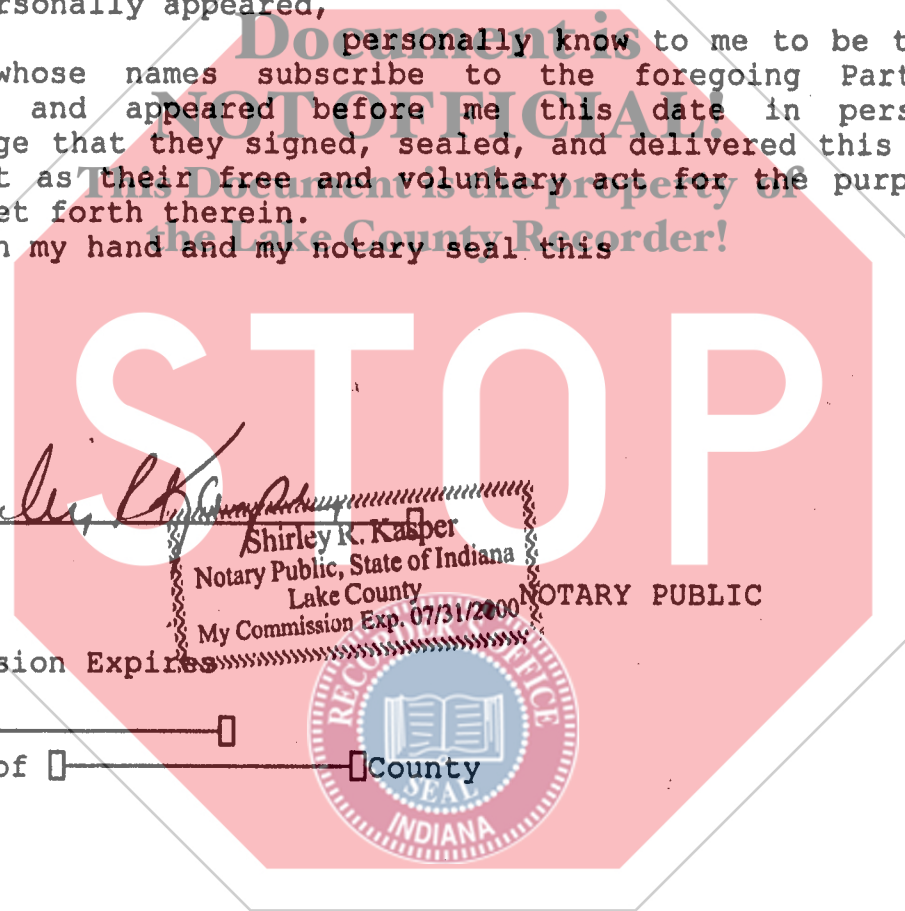
Shirley R. Kasper
Notary Public, State of Indiana
Lake County
My Commission Exp. 07/31/2000

NOTARY PUBLIC

My Commission Expires _____

Resident of _____

_____ County



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