

Chicago Title Insurance Company

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**AGREEMENT CREATING
PARTY WALL**

62-4414 LD

THIS AGREEMENT made and executed this 21st day of October, 2000, by and between BRIAN P. WILKES and DEADRA I. WILKES (husband and wife), and JANET L. SZYDLOWSKI.

WHEREAS, BRIAN P. WILKES and DEADRA I. WILKES, husband and wife, are the present owners of the following described parcel of real estate in Schererville, Lake County, Indiana:

LOT 29 IN SCHERLAND PARK 3RD ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 51 PAGE 52, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPT FOR A PARCEL DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 29; THENCE DUE NORTH ALONG THE WEST LINE OF SAID LOT 29 A DISTANCE OF 41.38 FEET; THENCE DUE EAST A DISTANCE OF 59.50 FEET; THENCE DUE SOUTH A DISTANCE OF 0.23 FEET; THENCE DUE EAST A DISTANCE OF 25.67 FEET; THENCE DUE NORTH A DISTANCE OF 0.23 FEET; THENCE DUE EAST A DISTANCE OF 74.83 FEET TO A POINT ON THE EAST LINE OF SAID LOT 29; THENCE DUE SOUTH ALONG THE EAST LINE OF SAID LOT 29 A DISTANCE OF 19.03 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 25.23 FEET AS MEASURED ALONG THE ARC OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 30.0 FEET TO THE SOUTHEAST CORNER OF SAID LOT 29, THENCE DUE WEST ALONG THE SOUTH LINE OF SAID LOT 29 A DISTANCE OF 149.98 FEET TO THE POINT OF BEGINNING.

(COMMONLY KNOWN AS: 500 BEN DRIVE, SCHERERVILLE, IN 46375) (HEREINAFTER "PARCEL 1"); and

WHEREAS: JANET L. SZYDLOWSKI, is the ~~PLATE COUNTY~~ ^{PETER BENJAMIN} Auditor of the following described parcel of real estate in Schererville, Lake County, Indiana:

THAT PART OF LOT 29 IN SCHERLAND PARK 3RD ADDITION TO THE TOWN OF SCHERERVILLE AS PER PLAT THEREOF RECORDED IN PLAT BOOK 51 PAGE 52 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 29; THENCE DUE NORTH ALONG THE WEST LINE OF SAID LOT 29 A DISTANCE OF 41.38 FEET; THENCE DUE EAST A DISTANCE OF 59.50 FEET; THENCE DUE SOUTH A DISTANCE OF 0.23 FEET; THENCE DUE EAST A DISTANCE OF 25.67 FEET; THENCE

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DUE NORTH A DISTANCE OF 0.23 FEET; THENCE DUE EAST A DISTANCE OF 74.83 FEET TO A POINT ON THE EAST LINE OF SAID LOT 29; THENCE DUE SOUTH ALONG THE EAST LINE OF SAID LOT 29 A DISTANCE OF 19.03 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 25.23 FEET AS MEASURED ALONG THE ARC OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 30.0 FEET TO THE SOUTHEAST CORNER OF SAID LOT 29, THENCE DUE WEST ALONG THE SOUTH LINE OF SAID LOT 29 A DISTANCE OF 149.98 FEET TO THE POINT OF BEGINNING.

(COMMONLY KNOWN AS: 502 BEN DRIVE, SCHERERVILLE, IN 46375) (HEREINAFTER "PARCEL II"); and

WHEREAS, Parcel I and Parcel II are hereinafter together referred to as the "Parcels" or the "Real Estate"; and

WHEREAS, the Real Estate is presently improved with a duplex dwelling having a common wall separating Parcel I and Parcel II; and

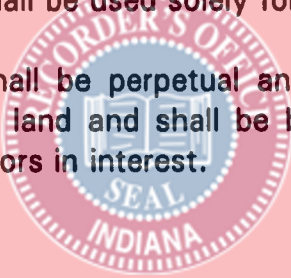
WHEREAS, the parties hereby desire to settle questions and address rights and responsibilities regarding ownership and use of the common wall to insure that Parcel I and Parcel II will each continue as desirable residential parcels:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein it is agreed:

1. That the common wall separating Parcel I and Parcel II is hereby declared to be a party wall and the parties shall have the right to use it jointly.
2. The expense of repair or rebuilding the party wall, if necessary, shall be borne equally by the parties, their heirs, assigns or successors in interest. Any repair or rebuilding shall be upon the same location and of the same size, material, and quality as the original party wall. Notwithstanding the foregoing, should damage to the wall take place as a result of the act or omission of one of the common owners and not the other, the cost of restoring the wall to its condition as at the time immediately prior to such damage shall be borne by the responsible party.
3. Neither party shall cause any construction, alteration or activity to be carried on with respect to the party wall or upon or within any appurtenant structure, which would damage the structure or foundation of the party wall.

4. Use by each party of their one-half of the party wall shall not interfere or encroach upon the use of the other one-half of the party wall by the other party.
5. The owner of each Parcel shall, at their sole cost and expense, repair their residence, keeping the same in condition comparable to the condition of such residence at the time of this Agreement, excepting only normal wear and tear. Said owners shall, as to the exterior of the residence (including, but not limited to, windows, doors, siding, roofing, and driveway and sidewalk pavement), maintain and preserve the design, color scheme and concept of the current construction. Further, the owners shall, as to the exterior portions of the building that require painting or staining, re-paint or re-stain the same at least every five (5) years, unless otherwise agreed upon by such owners. The exterior color scheme shall be maintained in its current state unless the owners agree upon a different scheme.
6. If all or any portion of the improvements on the Real Estate are damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurred and such reconstruction shall be diligently pursued until completed. The proceeds of any casualty insurance payable to the owner or its mortgagee is hereby pledged to be held in trust for the sole purpose of reconstructing the building and shall be used solely for such purpose.
7. This agreement shall be perpetual and the covenants contained herein shall run with the land and shall be binding on the parties, their heirs, assigns or successors in interest.

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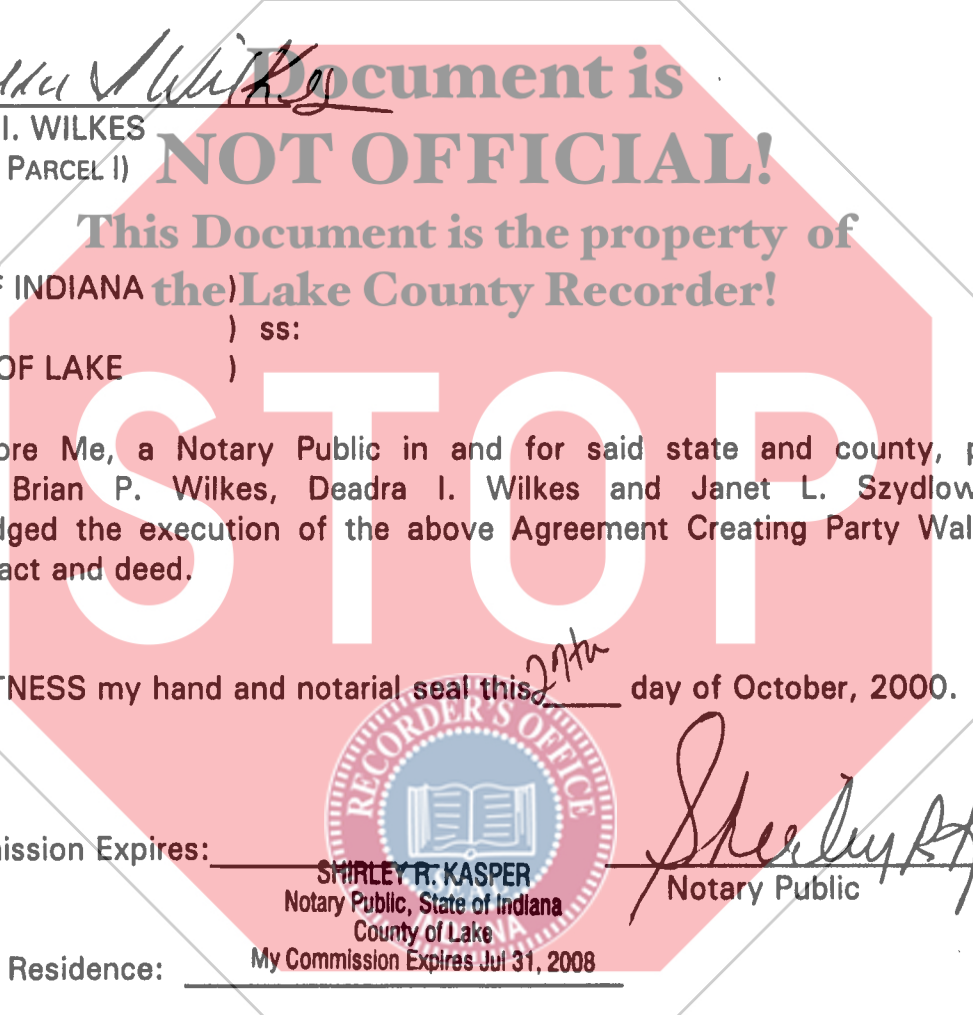


IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

Brian P. Wilkes
BRIAN P. WILKES
(OWNER OF PARCEL I)

Janet L. Szydlowski
JANET L. SZYDLOWSKI
(OWNER OF PARCEL II)

Deadra I. Wilkes
DEADRA I. WILKES
(OWNER OF PARCEL I)

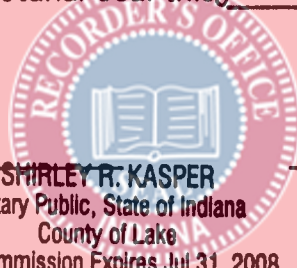


STATE OF INDIANA)
) ss:
COUNTY OF LAKE)

Before Me, a Notary Public in and for said state and county, personally appeared Brian P. Wilkes, Deadra I. Wilkes and Janet L. Szydlowski, and acknowledged the execution of the above Agreement Creating Party Wall as their voluntary act and deed.

WITNESS my hand and notarial seal this 27th day of October, 2000.

My Commission Expires: _____



Shirley R. Kasper
Notary Public

County of Residence: _____