

1953 296

PARTY WALL AGREEMENT

DATE SEP 30 1976

This Agreement, made this 29th day of September A.D., 1976, between the GENESEE MERCHANTS BANK & TRUST CO., NO. One East First Street, Flint, Michigan, party of the first part, and GUST A. YEOTIS and GEORGIA YEOTIS, his wife, GEORGE A. YEOTIS and OLGA A. YEOTIS, his wife, and KATHERINE YEOTIS, survivor of herself and HARRY A. YEOTIS, her deceased husband of 413 Lafayette, Flint, Michigan, collectively referred to as parties of the second part,

WITNESSETH:

Whereas, the party of the first part is the owner of the premises in the City of Flint, Genesee County, Michigan, legally described as:

Part of Lots 539 and 540, EASTERN ADDITION TO HOMEDALE, according to the plat thereof, as recorded in Liber 4 of Plats, Page 22, Genesee County Records, described as follows: Beginning at the Northeast corner of Lot 540; thence South 1 degree 27 minutes West along the West line of Franklin Avenue 53.66 feet; thence North 89 degrees 15 minutes 20 seconds West along the center line of a 0.67 foot concrete wall 78.63 feet to the West line of Lot 539; thence North 0 degrees 06 minutes West 52.62 feet to the Northwest corner of Lot 529; thence East 80.12 feet (recorded 80.45 feet) to the place of beginning,

and,

Whereas, the parties of the second part are the owners of the remaining portions of said lots 539 and 540 to the South of the premises owned by the party of the first part, and

Whereas, the South wall of the building on the premises owned by the party of the first part and the North wall of the building on the premises owned by the parties of the second part form a common wall and boundry between the buildings and the premises, and

Whereas, the parties hereto are desirous of entering into an agreement, relative to the ownership, use and maintenance of said common wall,

NOW THEREFORE, in consideration of the mutual covenants herein contained IT IS AGREED among the parties as follows:

1. The wall shall be a party wall and the parties hereto shall have the right to use it jointly.

2. Should such wall be damaged or destroyed, by the default, negligence or act or omission of one of the parties, or by a person lawfully in possession of the premises owned by one of the parties, such party shall rebuild or repair the wall and shall compensate the other party for any damages to the property of the other party.

WITHERCUT, KLAPP,
EGGS & O'LEARY
ATTORNEYS AT LAW
400 GENESEE TOWER
FLINT, MICHIGAN 48906
TELEPHONE 225-0000

DEED 1953

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DATE SEP 30 1976

3. Should the wall at any time while in use by the parties as aforesaid be injured by any cause other than the act or omission of either party, the wall shall be repaired or rebuilt at their joint expense, provided that any sum received from insurance against such injury or destruction shall first be applied to such repair or restoration.

4. The party causing the repairs or rebuilding to be made shall have the right to enter on the property of the other party to the extent reasonably necessary in performance of the work provided that said party shall take due precaution not to damage the property of the other party.

5. The wall as repaired or rebuilt under the terms of this Agreement shall be and remain a party wall.

6. The benefits and obligations of the covenants set forth in this Agreement shall run with the land herein described so long as the wall continues to exist, and shall bind the respective parties hereto, their heirs, legal representatives, successors and assigns. This Agreement, however, shall not operate to convey to either party the fee to any part of the premises owned by the other party. The creation of rights to a party wall being the sole purpose hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement at Flint, Michigan, the day and year first above written.

In the presence of

Robert L. Sengos
Robert L. Sengos
Stephen G. Jacobson
Stephen G. Jacobson

GENESEE MERCHANTS BANK & TRUST CO.

By: *John F. Sarvis*
John F. Sarvis
Its: *Margaret A. Yeotis*
Margaret A. Yeotis
By: *Gust A. Yeotis*
Gust A. Yeotis
Its: *Georgia Yeotis*
Georgia Yeotis
By: *George A. Yeotis*
George A. Yeotis
Its: *Olga Yeotis*
Olga Yeotis
By: *Katherine Yeotis*
Katherine Yeotis

DEED 1953

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1953 298

DATE SEP 30 1976

STATE OF MICHIGAN)
) ss.
COUNTY OF GENESEE)

On this 29th day of September, A.D., 1976, before me, a Notary Public, in and for said County, appeared John F. Sarvis and Margaret A. Yonan to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the Sr. Vice Pres. & Cashier and the Vice President of GENESEE MERCHANTS BANK & TRUST CO., the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said John Sarvis & Margaret Yonan acknowledged said instrument to be the free act and deed of the said corporation.

Stephen G. Jacobson
Stephen G. Jacobson
Notary Public
Genesee County, Michigan
My commission expires:
October 18, 1976

STATE OF MICHIGAN)
) ss.
COUNTY OF GENESEE)

On this 29th day of September, A.D., 1976, before me, a Notary Public, for said County, personally came the above named GUST A. YEOTIS and GEORGIA YEOTIS, his wife, GEORGE A. YEOTIS and OLGA YEOTIS, his wife, and KATHERINE YEOTIS, known to me to be the persons who executed the foregoing instrument, and they acknowledged the same to be their free act and deed.

Stephen G. Jacobson
Stephen G. Jacobson
Notary Public
Genesee County, Michigan
My commission expires:
October 18, 1976

*700
Mid-Michigan
Mortgage*

Prepared by:
Mid-Michigan Mortgage
1115 Genesee Towers
Flint, MI 48502

RECORDED
SEP 30 9 47 AM '76
GENESEE COUNTY
FLINT, MICHIGAN

DEED 1953

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29691

WITNESSES: KLAFF,
WIEGOS & DALLARD
ATTORNEYS AT LAW
1115 GENESEE TOWERS
FLINT, MICHIGAN 48502
TELEPHONE 296900

1957 76 1953-206

PARTY WALL AGREEMENT

This Agreement, made this 29th day of September A.D., 1976, between the GENESEE MERCHANTS BANK & TRUST CO., No. One East First Street, Flint, Michigan, party of the first part, and GUST A. YEOTIS and GEORGIA YEOTIS, his wife, GEORGE A. YEOTIS and OLGA A. YEOTIS, his wife, and KATHERINE YEOTIS, survivor of herself and HARRY A. YEOTIS, her deceased husband of 411 Lafayette, Flint, Michigan, collectively referred to as parties of the second part,

WITNESSETH:

Whereas, the party of the first part is the owner of the premises in the City of Flint, Genesee County, Michigan, legally described as:

Part of Lots 539 and 540, EASTERN ADDITION TO HOMERIDGE, according to the plat thereof, as recorded in Liber 4 of Plats, Page 22, Genesee County Records, described as follows: Beginning at the Northeast corner of Lot 540; thence South 1 degree 27 minutes West along the West line of Franklin Avenue 53.66 feet; thence North 89 degrees 15 minutes 20 seconds West along the center line of a 0.67 foot concrete wall 78.68 feet to the West line of Lot 539; thence North 0 degrees 06 minutes West 52.62 feet to the Northwest corner of Lot 539; thence East 80.12 feet (recorded 80.45 feet) to the place of beginning.

and, 2339 (THIS DEED BEING RECORDED TO SHOW CORRECT LOT NUMBER)

Whereas, the parties of the second part are the owners of the remaining portions of said lots 539 and 540 to the South of the premises owned by the party of the first part, and

Whereas, the South wall of the building on the premises owned by the party of the first part and the North wall of the building on the premises owned by the parties of the second part form a common wall and boundary between the buildings and the premises, and

Whereas, the parties hereto are desirous of entering into an agreement, relative to the ownership, use and maintenance of said common wall,

NOW THEREFORE, in consideration of the mutual covenants herein contained IT IS AGREED among the parties as follows:

1. The wall shall be a party wall and the parties hereto shall have the right to use it jointly.

2. Should such wall be damaged or destroyed, by the default, negligence or act or omission of one of the parties, or by a person lawfully in possession of the premises owned by one of the parties, such party shall rebuild or repair the wall and shall compensate the other party for any damages to the property of the other party.

WITNESSETH, I, CLAYTON W. JONES, Notary Public for the State of Michigan, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of my office.

DATE NOV 16 1976

ASSIGNMENT 1978-285

DEED 1957

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1957 MAY 77

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3. Should the wall at any time while in use by the parties as aforesaid be injured by any cause other than the act or omission of either party, the wall shall be repaired or rebuilt at their joint expense, provided that any sum received from insurance against such injury or destruction shall first be applied to such repair or restoration.

4. The party causing the repairs or rebuilding to be made shall have the right to enter on the property of the other party to the extent reasonably necessary in performance of the work provided that said party shall take due precaution not to damage the property of the other party.

5. The wall as repaired or rebuilt under the terms of this Agreement shall be and remain a party wall.

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IN WITNESS WHEREOF, the parties have executed this Agreement at Flint, Michigan, the day and year first above written.

In the presence of

Robert L. Shaggs
Robert L. Shaggs
Stephen G. Jacobson
Stephen G. Jacobson

GENESEE MERCHANTS BANK & TRUST CO.

By: *John P. Sarvis*
John P. Sarvis
Its: *Dorinda V. Sarvis*
Dorinda V. Sarvis
By: *Margaret A. Yeokis*
Margaret A. Yeokis
Its: *Hust A. Yeokis*
Hust A. Yeokis
Georgia Yeokis
Georgia Yeokis
George A. Yeokis
George A. Yeokis
Olga Yeokis
Olga Yeokis
Katherine Yeokis
Katherine Yeokis

STEWART, KAPP,
HEDDS & DILLARD
ATTORNEYS AT LAW
100 CENTRE STREET
FLINT, MICHIGAN 48906
TELEPHONE 44-0000

DATE NOV 16 1976

DEED 1957

PG 077

1957 78

1953 298

STATE OF MICHIGAN)
COUNTY OF GENESEE) ss.

On this 29th day of September, A.D., 1976, before me, a Notary Public, in and for said County, appeared John F. Sarvis and Margaret A. Yonan to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the Sr. Vice Pres. & Cashier and the Vice President of GENESEE MERCHANTS BANK & TRUST CO., the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said John Sarvis & Margaret Yonan acknowledged said instrument to be the free act and deed of the said corporation.

Stephen G. Jacobson
Notary Public
Genee County, Michigan
My commission expires:
October 18, 1976

STATE OF MICHIGAN)
COUNTY OF GENESEE) ss.

On this 29th day of September, A.D., 1976, before me, a Notary Public, for said County, personally came the above named CUST A. YEOTIS and GEORGIA YEOTIS, his wife, GEORGE A. YEOTIS and OLGA YEOTIS, his wife, and KATHERINE YEOTIS, known to me to be the persons who executed the foregoing instrument, and they acknowledged the same to be their free act and deed.

Stephen G. Jacobson
Notary Public
Genee County, Michigan
My commission expires:
October 18, 1976

Prepared by:
Mid-Michigan Mortgage
1115 Genesee Towers
Flint, MI 48302

35249

GUARANTY TITLE COMPANY 28631

DATE NOV 16 1976

DEED 1957 PG

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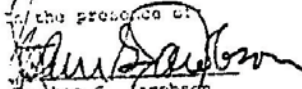
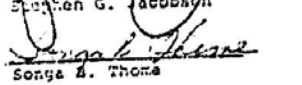
STANDARD, ELABORATE
6-1000 & 6-1000
ATTACHED BY LAW
1976 GENESSEE TOWERS
FLINT, MICHIGAN 48302
TELEPHONE 3500000

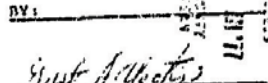
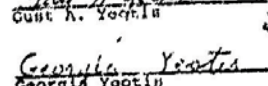
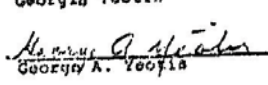
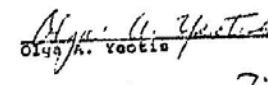
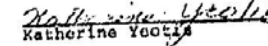
ASSIGNMENT OF PARTY WALL AGREEMENT


KNOW ALL MEN BY THESE PRESENTS that Gust A. Yeotis and Georgia Yeotis, his wife, George A. Yeotis and Olga A. Yeotis, his wife, and Katherine Yeotis survivor of herself, and Harry A. Yeotis, her deceased husband, collectively referred to as parties of the first party, for and in consideration of the sum of One Dollar and other good and consideration lawful money of the United States of America, to it paid by John B. Chinonis, and Linda K. Chinonis, his wife, second party, receipt whereof is hereby acknowledged, has sold, assigned and transferred and does hereby sell, assign, and transfer to second party, all the right, title and interest of the said first party, in and to a certain Party Wall Agreement, dated this 27th day of July, 1977.

Made by Gust A. Yeotis, Georgia Yeotis, George A. Yeotis, Olga A. Yeotis, and Katherine Yeotis, and Genesee Merchants Bank & Trust Co. and recorded in the Office of the Register of Deeds for the County of Genesee, State of Michigan, in Liber 1957 of Mortgages on Pages 76, 77, & 78.

IN WITNESS WHEREOF said first party has caused these presents to be signed this 27th day of July, 1977.

In the presence of

 Stephen G. Jacobson

 Sonja E. Thoma

BY:

 Gust A. Yeotis

 Georgia Yeotis

 George A. Yeotis

 Olga A. Yeotis

 Katherine Yeotis


 Stephen G. Jacobson
 Notary Public
 Genesee County, Michigan
 My Commission Expires:

STEPHEN G. JACOBSON
 Notary Public, Genesee County, Mich.
 My Commission Expires Oct. 4, 1980

25635

AGENCY TITLE COMPANY

PREPARED BY
 MID-MICHIGAN MORTGAGE INVESTMENT CO.
 100 WEST HURON STREET
 FLINT, MICHIGAN

3.00

DATE JUL 29 1977

DEED 1978

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