

UNOFFICIAL COPY



0508434023

Doc#: 0508434023
Eugene "Gene" Moore Fee: \$50.50
Cook County Recorder of Deeds
Date: 03/25/2005 10:26 AM Pg: 1 of 14

Property of Cook County Clerk's Office

 DEED

 MORTGAGE

 ASSIGNMENT

 POWER OF ATTORNEY

 RELEASE

 α Covenants

14

RETURN TO:

UNOFFICIAL COPY

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR 1834, 1836, 1838 DARROW, EVANSTON, ILLINOIS

THIS DECLARATION (the "Declaration") is made this 2ND day of MARCH, 2005 by ECON DEVELOPMENT CORPORATION, an Illinois corporation (hereinafter referred to as "Declarant").

PREAMBLES:

A. Declarant owns fee simple title to a certain parcel of real estate in the City of Evanston, County of Cook, State of Illinois, legally described on Exhibit "A", attached hereto and hereby incorporated herein (the "Property"); and

B. Declarant desires to submit the Property to the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property is, and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, conditions, restrictions and easements hereinafter set forth.

ST 5071036

ARTICLE I

Definitions

When used in this Declaration, the following words and terms shall have the following meanings:

1.1 "Common Area" shall mean and be limited to the Areas designated as (a) Easement for Ingress and Egress, (b) Parking Lot Easement and (c) Tot Lot Easement on the Easement Exhibit dated January 10, 2005 prepared by I.G. Consulting Inc., a copy of which is attached hereto as Exhibit "B" and hereby incorporated herein, notwithstanding the fact that these Areas are situated within one or more of the Lots.

1.2 "Declarant" shall mean and refer to ECON DEVELOPMENT CORPORATION, its successors and assigns.

1.3 "Dwelling" shall mean any building located on a Lot and intended for the shelter and housing of a Single Family. Dwelling shall include any Improvement attached or adjacent to the Dwelling utilized for storage of personal property, tools, and equipment.

1.4 "Improvement" or "Improvements" shall mean and include Dwellings, any and all buildings, outbuildings, driveways, pedestrian walkways, fences, decks, patios, hedges, lawns, sidewalks, planted trees, shrubs and all other structures or landscaping improvements of every kind and description.

1.5 "Lot" shall mean each part of the Property, the size and dimension of which shall be

UNOFFICIAL COPY

established by the legal description in the Lot Deed conveying such Lot, each of which Lots is legally described on Exhibit "C" attached hereto and hereby incorporated herein.

- 1.6 "Lot Deed" shall mean the deed of Declarant conveying a Lot to an Owner.
- 1.7 "Mortgage" shall mean either a mortgage or deed of trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.
- 1.8 "Owner" shall mean and refer to the record owner, whether one or more Persons, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant to the extent Declarant owns a Lot and also includes the interest of Declarant as contract seller of any Lot.
- 1.9 "Person" or "Persons" shall mean all natural individuals, corporations, partnerships, trustees or other legal entities capable of holding title to real property.
- 1.10 "Plans and Specifications" shall have the meaning set forth in Section 4.2.
- 1.11 "Property" shall mean and refer to the real estate legally described in Exhibit A.
- 1.12 "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, maintaining a common household in a Dwelling.
- 1.13 "Special Amendment" shall have the meaning set forth in Section 6.7.
- 1.14 "Municipality" shall mean the City of Evanston, County of Cook, State of Illinois.

ARTICLE II

Declaration Purposes and Property Subjected to Declaration

- 2.1 Declarant desires to maintain on the Property a single family development for future Owners of Lots for the following general purposes:
- (a) Declarant desires to provide upon the Property, the harmonious maintenance of a Single Family community by the imposition of the covenants, conditions, restrictions and easements as hereinafter set forth, for the benefit of the Property and the Owners.
- (b) By the imposition of covenants, conditions, restrictions and easements set forth herein and the reservation of certain powers as herein contained, Declarant intends to provide a plan for the Property which is intended to enhance and protect the values of Declarant's Single Family residential community.
- (c) Declarant desires to (i) prevent improper use of Lots which may depreciate the value of the Owners' property; (ii) prevent the alteration of buildings containing improper or unsuitable

UNOFFICIAL COPY

materials; (iii) ensure adequate and reasonable maintenance of the Property; and (iv) in general, provide for the highest quality environment for the Property.

(d) Declarant desires to provide for the maintenance of the Common Area.

2.2 To further the general purposes herein expressed, Declarant, for itself, its heirs, personal representatives, successors and assigns, hereby declares that the Property at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements set forth in this Declaration.

ARTICLE III

General Restrictions

3.1 All Lots shall be used only for Single Family Dwellings. Each Owner shall (i) maintain his Lot and all Improvements located thereon in a clean, sightly and safe condition, (ii) cause the prompt removal of all papers, debris and refuse therefrom and the removal of snow and ice from all sidewalks, driveways and similar areas serving said Lot and (iii) comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules and regulations.

3.2 After the date hereof, all Improvements shall be constructed in accordance with the Plans and Specifications approved in accordance with the terms and conditions in Article IV and in accordance with all applicable governmental building and zoning codes, laws, ordinances, orders, decrees, rules and regulations. If, and to the extent any conflict exists between the terms and conditions of this Declaration and the provisions of any such codes, laws, ordinances, orders, decrees, rules and regulations, then such conflict shall be resolved by the application of the more stringent provisions providing the higher or better quality result.

3.3 No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may constitute or become an annoyance or nuisance to the Owners. No plants or seeds or other conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or suffered to exist upon any part of a Lot.

3.4 Except as expressly provided herein, no temporary building, trailer, mobile home, recreational vehicle, tent, shack or other similar Improvement shall be located upon the Lots.

3.5 No Person shall accumulate on his Lot any derelict vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles and all garbage receptacles shall be properly screened.

3.6 Trucks, boats, recreational vehicles, trailers or other vehicles (other than automobiles) shall at all times be parked in the garage of the Dwelling or on the driveway serving said Dwelling and their repair or maintenance shall not be permitted except within the confines of the garage or on said driveway.

3.7 No animals (other than inoffensive common domestic household pets such as dogs and

UNOFFICIAL COPY

cats) shall be kept on any Lot or within the confines of any Improvement thereon. The breeding or keeping of dogs or cats for sale or profit is expressly prohibited.

3.8 The operation of "ham" or other amateur radio stations or the erection of any communication antennae or similar devices (other than a simple mast antennae or television satellite reception discs located on the roof of a Dwelling) shall not be allowed unless completely screened from view from all streets and approved in writing in advance by the Owners.

3.9 Each Owner shall keep all areas of his Lot designed or intended for the proper drainage or detention of water, including swale lines and ditches, unobstructed and free of debris. No trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other obstructions shall be planted, placed or allowed to remain in any such areas, and no Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that any and all such drainage or detention areas are for the benefit of the entire Property.

ARTICLE IV

Architectural Controls

4.1 No new Improvement, whether original or replacement, temporary or permanent, shall be constructed, placed or permitted on any Lot without the prior written approval of 2/3 of the Owners obtained in the manner hereinafter set forth. Approvals under this Article IV shall not be arbitrarily or capriciously withheld.

4.2 In order to secure 2/3 of the Owners' approval of any proposed Improvements or Improvements, the Owner shall submit to the Owners three (3) complete sets of the following:

(a) The Lot site plan, as prepared by the Owner's architect showing, among other things, the location and dimension of all intended Improvements;

(b) Drawings, plans and specifications, as prepared by the Owner's architect, of all exterior surfaces, showing elevations and grade, and including without limitation the color, quality and type of exterior construction materials; and

(c) All such other information the Owners may reasonably require to determine the location, scale, design, character, style and exterior appearance of Owner's intended Improvements.

All of the foregoing (hereinafter collectively referred to as the "Plans and Specifications") shall conform to the applicable codes and ordinances of the Municipality.

4.3 Within thirty (30) days after the Owners' receipt of the Plans and Specifications, the Owners shall notify the Owner in writing whether such Plans and Specifications are approved or disapproved. Any disapproval shall set forth the reason or reasons for such disapproval and shall list the changes required by the Owners. If the Owners fail to so approve or disapprove the Plans and Specifications with said thirty (30) day period, then Owners approval shall be conclusively presumed.

UNOFFICIAL COPY

4.4 If the Owners shall disapprove all or any portion of the Plans and Specifications submitted as aforesaid, the Owner shall revise the Plans and Specifications to incorporate the changes required by the Owners and shall deliver three (3) complete sets of the revised Plans and Specifications to the Owners. The Owners shall have thirty (30) days after their receipt of said revised Plans and Specifications to determine whether Owner has complied with the Owners' requested changes. If the Owners fail within said thirty (30) day period to advise the Owner in writing whether the Owners approve or disapprove any such revised Plans and Specifications, then the Owners' approval shall be conclusively presumed. If the Owners shall disapprove all or any portion of said revised Plans and Specifications, the Owner shall revise the Plans and Specifications in the manner set forth in this Section 4.4 until such time as the Owners shall approve or be deemed to have approved said Plans and Specifications.

4.5 The Owner shall secure the approval of the Owners with respect to any material change or revision in any Plans and Specifications approved in accordance with this Article IV in the manner provided in this Article for the approval of Plans and Specifications.

4.6 Neither the Owners, nor any of their agents, employees, successors and assigns, shall be liable in damages to any Owner or to any other person submitting Plans and Specifications to any one or more of them for approval by reason of the withholding of consent or by reason of a mistake in judgment, negligence or nonfeasance arising out of or occurring in connection with the approval or disapproval or failure to approve or disapprove any such Plans and Specifications.

4.7 The provision of Article IV of this Declaration shall not apply to any Improvements installed or completed prior to the date of this Declaration.

ARTICLE V

Easements and Party Walls

5.1 Declarant hereby declares the following exclusive and non-exclusive easements, rights and obligations:

(a) Each Owner and their respective guests, invitees and licensees shall have: I) a non-exclusive easement for use and enjoyment in and to the Ingress and Egress Easement and sidewalk contained therein located on the south of the Property and immediately adjacent to the easternmost side of the Tot Lot Easement; II) a non-exclusive easement for use and enjoyment in and to the Tot Lot Easement located at the southwest portion of the Property; and III) the exclusive right for use and enjoyment in and to the following portions of the Parking Lot Easement located at the northwest portion of the Property: 1834 Darrow - Spot A, being the east 10.34 feet of the Parking Lot Easement, 1836 Darrow - Spot B, being the middle 10.33 feet of the Parking Lot Easement, and 1838 Darrow - Spot C, being the west 10.33 feet of the Parking Lot Easement all subject to the following: (i) the right of the Owners to pass reasonable rules and regulations relating to such use and enjoyment, (ii) the rights of the Owners to suspend an Owner's right to use or enjoy such easement for any period during which such Owner may be in violation of this Declaration, (iii) the right of the Owners to collect from each Owner one third

UNOFFICIAL COPY

(1/3) of the cost for maintenance of the Parking Lot Easement and the Tot Lot Easement, and (iv) any and all rights reserved to Declarants and the Owners as herein provided.

(b) A non-exclusive easement for the installation and maintenance of drainage facilities and utility easements is hereby granted to the Owners over, under, across and through the portions of the Property not occupied by Dwellings. If any such drainage or utility facilities are not installed or if any easements for such purposes are not created with respect to a Lot or any portion thereof prior to delivery of a Lot Deed to an owner said Owner hereby grants to the Owners a power of attorney to execute and record any such easements with respect to any Lots owned by said Owner for the benefit of the Property. The foregoing power of attorney is hereby coupled with an interest and is therefore irrevocable.

(c) The Owner of a Dwelling sharing a party wall shall have the obligations and be entitled to the rights and privileges of these covenants and, to the extent not inconsistent with this Declaration, general legal principles governing party walls shall apply.

(d) Each Owner of a Dwelling, which is adjacent to a party wall, shall have the right to use the party wall for support of the structure originally constructed thereon and all replacements thereof and shall have the right to keep, maintain, repair and replace therein all pipe, conduit and ducts originally located therein and all replacements, and each Owner herein does hereby grant to each other Owner with whom such party wall may be shared, an easement for the use and enjoyment of said party wall in accordance with this Declaration. If any portion of the party wall encroaches upon any other Lot as a result of the construction, repair, reconstruction settlement or shifting of any building, a valid mutual easement shall exist in favor of the respective Owners involved to the extent of the encroachment. A valid easement shall not exist in favor of any Owner who creates an encroachment by his intentional, wilful or negligent conduct or that of his agent.

(e) If any party wall is damaged or destroyed through the act or acts of any Owner of a Dwelling sharing a party wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, whether such act is wilful, negligent or accidental, such Owner shall immediately proceed to rebuild or repair the same to as good a condition as that in which such party wall existed prior to such damage or destruction without costs therefor to any other Owner. Any party wall damaged or destroyed by some act or event other than one caused by an Owner sharing the party wall shall be rebuilt or repaired by the Owners that share such party wall at the joint and equal expense of both, and as promptly as reasonable possible.

(f) In the event of a disagreement between Owners sharing a party wall with respect to their respective rights and obligations as to their party wall, upon written request of either to the other, the matter shall be submitted to arbitration. The cost of such arbitration, if any, shall be borne between such Owners by the non-prevailing Owner. The decision of the arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction.

(g) Each Owner shall maintain that portion of the Ingress and Egress Easement situated at the south portion of each Lot and the Owners collectively shall maintain the Parking Lot Easement, the Tot Lot Easement, and that portion of the Ingress and Egress Easement situated adjacent to the easternmost side of the Tot Lot Easement, each Owner being responsible for one third (1/3) of the cost of said maintenance.

5.2 The Declarant, the Owners and any of their respective agents, employees and independent contractors shall have the right to enter upon the Common Area and any Lot to the

UNOFFICIAL COPY

extent necessary for the purpose of maintaining, repairing and replacing the Common Area and any improvements in, on, under or upon the Common Area as herein provided or for performing any of their respective obligations herein provided. In any such case, the Declarant, or any Owner or any of their agents, employees or independent contractors shall not be guilty of any trespass.

5.3 The Declarant and the Owners hereby reserve the right to grant easements for ingress, egress, installation, construction, reconstruction, maintenance, repair, operation and inspection of utility services over, under, across and through the Common Area as they deem necessary or desirable in order to effectuate the intent of this Declaration.

ARTICLE VI

General Provisions

6.1 The covenants, conditions, restrictions and easements of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Owners, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Recorder of Deeds of Cook County, Illinois, after which time said covenants, conditions, restrictions and easements shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinafter provided.

6.2 If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time during which such covenants may be valid, then said covenant shall continue and endure only until the expiration of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of George W. Bush, President of the United States living at the date of this Declaration.

6.3 If at any time or times the Owners shall deem it necessary or advisable to re-record this Declaration or any part hereof in the Office of the Recorder of Deeds of Cook County, Illinois, in order to avoid the expiration hereof or of any of the covenants, conditions, restrictions and easements or other provisions herein contained and provided that at least two-thirds ($\frac{2}{3}$) of said Owners shall be in favor of such re-recording, the Owners shall have, and are hereby granted, power to so re-record this Declaration or such part thereof, and such re-recording shall be binding upon all Owners of the Property in every way and with all the full force and effect as though such action were taken by each of said Owners and the re-recorded document executed and acknowledged by each of them.

6.4 Each grantee of Declarant by taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all covenants, conditions, restrictions and easements, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and

UNOFFICIAL COPY

privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or in any mortgage or trust deed or other evidence of obligation and the rights described in this Section 6.4 or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of each Lot as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.

6.5 Each Owner, and every Owner's successors, agents or assigns, from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of or to enforce the observance of, the covenants, conditions, restrictions and easements above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Lot any Improvement which is and remains in violation of the covenants above set forth, or any of them, for a period of thirty (30) days after delivery of written notice thereof from any Owner to the Owner of any such Lot, then the Owners shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily to abate or remove it at the expense of such Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of the Owners to enforce any of the covenants, conditions, restrictions and easements herein provided which is the subject of a particular violation be deemed to be a waiver of the right to do so respecting any such violation or any subsequent violation.

6.6 Subject to the provisions of Section 6.7, the Owners may revoke, modify, amend or supplement in whole or in part any or all of the covenants, conditions, restrictions and easements contained in this Declaration and may release all or any part of the Property from all or any part of this Declaration. Any such revocation, modification, amendment or supplement may be made effective at any time if the Owners of at least two-thirds (2/3) of the Lots and the holders of the Mortgages encumbering at least two-thirds (2/3) of the Lots consent thereto. Any such revocations, modifications, amendments or supplements shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners and holders of Mortgages, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

6.7 The Owners hereby reserve the right and power to record a special amendment (hereinafter the "Special Amendment") to this Declaration at any time, and from time to time, which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans' Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages encumbering any Lot, or (iii) to correct

UNOFFICIAL COPY

clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In addition, a Special Amendment shall also be deemed to include such amendment to this Declaration as the Owners elect to record at any time, and from time to time, for any other purpose, so long as such amendment will not materially impair the rights of the Owners hereunder or materially increase the expenses to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Owners to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Said power shall be irrevocable. Each deed, mortgage, trust deed other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Owners to make, execute and record Special Amendments.

6.8 The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development and maintenance of the Property.

6.9 In the event title to any Lot is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any such Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or, obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon said Lot and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to any such Lot.

6.10 All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.

6.11 If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

IN WITNESS WHEREOF this Declaration is made and executed this 2nd day of March, 2005.

ECON DEVELOPMENT CORPORATION, an Illinois Corporation

BY: Cornelius Davidson (SEAL)
Cornelius Davidson, President


ATTEST: Cornelius Davidson (SEAL)
Cornelius Davidson, Secretary

UNOFFICIAL COPY

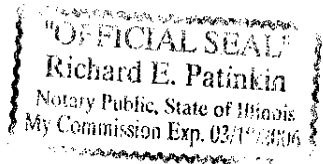
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that Cornelius Davidson as President and as Secretary of ECON DEVELOPMENT CORPORATION is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such President and Secretary and that he appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the use and purposes therein set forth.

Given under my hand and notary seal, this 2ND day of March, 2005.



Notary Public
 My commission expires:



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit A

Lot 8 in Block 2 in Merrill Ladd's Seconds Addition to Evanston, being a subdivision of the West ½ of the Southwest ¼ of the Northeast ¼ of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit C

Unit A (AKA #1834 Darrow)

That part of Lot 8 in Block 2 in Merrill Ladd's Seconds Addition to Evanston, a subdivision of the West half of the Southwest Quarter of the Northeast Quarter of Section 13, Township 41 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of said Lot 8; thence South along the East line of said Lot 8, South 00 Degrees 00 Minutes 43 Seconds East, 42.90 feet to the Southeast Corner of said Lot 8; thence West along the South line of said Lot 8, South 87 Degrees 18 Minutes 30 Seconds West, 59.04 feet; thence North along the centerline of a party wall, North 02 Degrees 41 Minutes 30 Seconds West, 42.85 feet to the North line of said Lot 8; thence East along the North line of said Lot 8, North 87 Degrees 18 Minutes 30 Seconds East, 61.05 feet to the point of beginning, in Cook County, Illinois.

Unit B (AKA #1836 Darrow)

That part of Lot 8 in Block 2 in Merrill Ladd's Seconds Addition to Evanston, a subdivision of the West half of the Southwest Quarter of the Northeast Quarter of Section 13, Township 41 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Lot 8; thence West along the North line of said Lot 8, South 87 Degrees 18 Minutes 30 Seconds West, 61.05 feet to the point of beginning; thence South along the centerline of a party wall, South 02 Degrees 41 Minutes 30 Seconds East, 42.85 feet to the South line of said Lot 8; thence West along the South line of said Lot 8, South 87 Degrees 18 Minutes 30 Seconds West, 31.08 feet; thence North along the centerline of a party wall, North 02 Degrees 41 Minutes 30 Seconds West, 42.85 feet to the North line of said Lot 8; thence East along the North line of said Lot 8, North 87 Degrees 18 Minutes 30 Seconds East, 31.08 feet to the point of beginning, in Cook County, Illinois.

Unit C (AKA #1838 Darrow)

That part of Lot 8 in Block 2 in Merrill Ladd's Seconds Addition to Evanston, a subdivision of the West half of the Southwest Quarter of the Northeast Quarter of Section 13, Township 41 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Lot 8; thence West along the North line of said Lot 8, South 87 Degrees 18 Minutes 30 Seconds West, 92.13 feet to the point of beginning; thence South along the centerline of a party wall, South 02 Degrees 41 Minutes 30 Seconds East, 42.85 feet to the South line of said Lot 8; thence West along the South line of said Lot 8, South 87 Degrees 18 Minutes 30 Seconds West, 79.67 feet to the Southeast corner of said Lot 8; thence North along the West line of said Lot 8, North 00 Degrees 00 Minutes 43 Seconds West, 42.90 feet to the Northeast of said Lot 8; thence East along the North line of said Lot 8, North 87 Degrees 18 Minutes 30 Seconds East, 77.67 feet to the point of beginning, in Cook County, Illinois.

Permanent Index Number: 10-13-214-025

Known as: 1834 Darrow Avenue, Evanston, IL 60201

PREPARED BY & RETURN TO:
 RICHARD E. PATINKIN
 PATINKIN & PATINKIN, LTD
 89 LINCOLNWOOD RD
 HIGHLAND PARK, IL 60035

