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MAIL TO:

ALLAN P. ROSEN ATTORNEY AT LAW SUITE 405 850 W. JACKSON BOULEVARD CHICAGO, IL 60607-3032 Doc#: 0730931137 Fee: \$48.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 11/05/2007 04:25 PM Pg: 1 of 13

CONTRACT FOR DEED
BY AND BETWEEN
FOUNDERS BANK & TRUST #6669
AND
DENISE CROSS
DATED OCTOBER 3, 2007

LEGAL DESCRIPTION

THE TRACT OF LAND DESCRIBED AS COMMENCING AT A POINT 224 FEET SOUTH FROM THE NORTHEAST CORNER OF BLOCK 8 IN FRINKS RESUBDIVISION OF LOTS 1 TO 2 INCLUSIVE OF FRINKS SUBDIVISION OF THE NORTH 36-1/4 ACRES OF THE EAST HALF OF THE SOUTHEAS QUARTER OF SECTION 8 AND THE NORTH 36-1/4 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTE? OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND RUNNING THENCE SOUTHERLY ALONG THE EAST LINE OF SAID BLOCK 8, 50 FEET; THENCE WESTERLY AT RIGHT ANGLES 181 FEET TO CENTER OF SAID BLOCK 8, THENCE NORTHERLY AT RIGHT ANGLES ALONG CENTER LINE OF BLOCK 8, 50 FEET; THENCE EASTERLY AT RIGHT ANGLES 181 FEET TO THE PLACE OF BEGINNING IT DEING A LOT THE CENTER OF BLOCK 8 AFORESAID (EXCEPT FROM SAID PREMISES THE WEST 4 FEET THEREOF TAKEN OR CONDEMNED FOR ALLEY) IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-08-410-020-0000 Vol. 0548

PROPERTY ADDRESS: 220 N. PARKSIDE AVENUE, CHICAGO, IL 60644

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CONTRACT FOR DEED

THIS CONTRACT FOR DEED is made and entered into this 3rd day of October, 2007 by and between Founders Bank & Trust #6669, (hereinafter referred to as "Seller"), and Denise Cross, (hereinafter referred to as "Purchaser"), collectively referred to as Parties, for the Property ("Property) located at 220 N. Parkside Avenue, Chicago, IL 60644.

WITNESSETH, that if the Purchaser shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the Seller hereby covenants and agrees to convey to the Purchaser, his heirs, executors, administrators, personal representatives, or assigns, in fee simple absolute, clear of all encumbrances by a good and sufficient special warranty deed or equivalent deed, that Property ("Property") situated in the County of Cook, State of Illinois, more fully described on Exhibit "A", attached hereto and made a part hereof.

The sale of the Property (and the term "Property") shall include all buildings and improvements on the property and all right, title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way. The sale of the Property shall also include the fixtures and personal property associated with the Property in "as is and where is" condition. Seller acknowledges that Purchaser may undertake rehabilitation of the subject property. Seller's requirements of Purchaser with regard to said work are addressed in the rehabilitation section of this contract.

PRICE AND PAYMENT

Purchaser herein covenants and agrees to pay to the Seder the sum of One hundred seventy-nine thousand and no/100 dollars (\$179,000.00) as the purchase price for the tjProperty, as follows:

Initial down payment of Seventeen thousand nine hundred and no/100 dollars (\$17,900.00) paid to the Seller upon execution of this agreement, the receipt or which is hereby acknowledged.

The principal sum of One hundred sixty-one thousand one hundred and no/100 dollars (\$161,100.00) will be paid to seller within twelve (12) months of signing this agreement. Monthly interest only payments of One thousand six hundred eleven and no/100 dollars (\$1,611.00) will begin from the day this agreement is executed, and continuing on the 1st day of each and every month thereafter, until the 2nd day of October, 2008 when the final prorated payment shall be due. Purchaser agrees to guarantee interest for three (3) months. If payoff is made after such time, interest payments shall be prorated through the date of seller's receipt of payoff. All monthly interest only payments will not be applied towards the purchase price.

The first prorated interest only payment is due at the time of signing this agreement. All

other interest only payments are due on the first (1st) of each month. Payments will be considered late after the ninth (9th) calendar day of each month. A late penalty of 5% of the amount owed will be assessed if payment is not received on or before the 9th of the month. Payments are to be made in certified funds to ERP Investments, LLC, 900 S. Frontage Road, Suite 310, Woodridge, IL 60517.

At the time of closing, the transactional terms and conditions as set forth in this contract between the Purchaser and the Seller shall be controlling. The purchase price as reflected in such agreement shall be adjusted to reflect amounts paid by Purchaser pursuant to this agreement, except for any interest paid and/or due and owing.

From the palance due Seller hereunder, Seller shall deduct the following amounts: (1) State and Co inty transfer tax based upon the purchase price; (2) any unpaid Seller's mortgage; (3) cost of owner's title insurance policy for the full purchase price; (4) prorations for real estate taxes as stated in this agreement, and (5) any other amounts permitted to be deducted under this agreement. Purchaser agrees that Seller shall not provide a survey, pest, we'll and/or septic inspection reports. Purchaser agrees that if such documents are required at closing, Purchaser, at Purchaser's sole expense, shall provide such documents. Failure to close on the agreed closing date due to Purchaser's failure to obtain these documents shall constitute a breach of contract. Failure to close on time will result in the buyer forfeiting all monies said including the down payment.

In the event the closing does not occur on or before the agreed upon date, the seller reserves the right to extend the contract closing date if a written request is made to the Purchaser. The Purchaser agrees to credit the Seller a late closing fee of **One Hundred and NO/100 dollars (\$100.00)** per day, notwithstanding any agreement to extend the closing date, in addition to the monthly interest only payment. Extension requested over seven (7) days will require the late fee to be paid in advance in certified funds prior to the extension period beginning.

Purchaser agrees the Seller reserves the right to choose the title company.

Notwithstanding the foregoing to the contrary, in the event Contract Purchaser's unable to obtain financing after applying for a mortgage loan and is otherwise unable to pay the entire balance due hereunder by October 4, 2008, then, upon payment by Contract Purchaser of \$5,000.00 to Contract Seller, the parties agree that this Contract for Deed shall remain in full force and effect for an additional six(6) months to April 4, 2008.

SECURITY

This Contract shall stand as security for the performance of Purchaser and as security of the payment of the obligation of Purchaser under this Contract. All improvements on the Property, including, but not limited to, buildings, fixtures, trees or other improvements now on the Property, or hereafter made or placed thereon, shall also be part of the security for the performance of this contract and shall not be removed from the Property.

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AS-IS AND WHERE-IS CONDITION OF PROPERTY

Purchaser accepts the Property "as-is and where-is" without any type of warranty and/or representations thereon. Purchaser further understands that Seller has not made and does not make any representations or warranties of any kind as to the condition of the Property, buildings, improvements or fixtures located thereon, and/or the location of the boundaries of the Property. Purchaser further understands that Seller has limited knowledge of the property as it was purchased by the Seller at a Foreclosure Sale and accordingly, the Seller has limited knowledge of the property and its condition being that it has never

REHABILITATION OF PROPERTY

Purchaser intends to rehabilitate the Kitchen and 2 bathrooms prior to obtaining financing in order to payoff Seller the amount due hereunder.

During rehabilitation, Purchaser agrees to comply with all local, state, and federal building/housing codes. Additionally, Purchaser agrees to obtain any and all necessary permits to conduct the rehab. In the event of a breach of the above terms, Purchaser agrees to immediately remedy the violation and pay for any fines assessed due to such

With or with notice, Seller shall have too right to demand Purchaser to produce any and all necessary permits. Seller shall also have the right to review the permits to determine its conformity to proposed work being performed. In the event that Purchaser fails to obtain the necessary permits, Seller, at its sole discretion, may purchase the permits for the Purchaser and Purchaser shall pay to Seller for all costs and Seller service fees associated in obtaining the permits, including any and all attorney's fees and costs plus a \$500 servicing fee. The Purchaser's obligations to renabilitate the property and perform any work shall be limited to the city inspection report when applicable.

Seller retains the right, with or without notice, to inspect the premises and/or the work being performed.

It shall be the sole responsibility of Purchaser to obtain lien waivers from all subcontractors and vendors that have provided work and/or materials to the premises.

Purchaser shall waive the right to record a mechanic's lien or any other lien against any property owned and/or purchased by Seller and/or its agents. In the event that such lien is recorded against this or any other property owned by Seller and/or its agents, this agreement shall serve as a release of any and all claims that Purchaser may have against

In the event that Purchaser subcontracts any work performed at the premises, Purchaser shall timely pay for any and all work performed by subcontractors. In the event that Purchaser fails to pay for such work, Purchaser shall reimburse Seller for any losses or damages that it may sustain due to their default, including any and all attorney's fees and

In the event that Purchaser defaults on any of the terms in this agreement, Purchaser agrees to reimburse Seller for any and all losses that it may sustain due to such default, including any and all attorney's fees and costs. Additionally, Purchaser agrees to reimburse Seller for any fees or costs associated in clearing title from any encumbrances that were attached to the property due to direct or indirect acts caused by Purchaser, their agents or subcontractors, including any and all attorney's fees and costs.

In the event that Seller defaults on any of the terms in this agreement, Seller agrees to reimburse Purchaser for any and all losses that it may sustain due to such default, including any and all attorney's fees and costs. Additionally, Seller agrees to reimburse Purchaser for any fees or costs associated in clearing title from any encumbrances that were attached to the property due to direct or indirect acts caused by Seller, their agents or subcontractors, including any and all attorney's fees and costs.

Purchaser agrees to carry liability insurance in excess of one-million dollars (\$1,000,000.00) for any and all hazards that it may expose itself and others to and to list Seller as an additional insurad on the certificate of insurance. In the event that Purchaser or any of its agents, independent contractors, and/or invitees suffers any personal injury, wrongful death, survivorship claims and/or property damage at or near the property, Purchaser shall hold Seller harmless and indemnify Seller in the event that any claims are made against it. Additionally, in the event that Seller shall be held liable for any injuries or damages sustained by Purchaser' agents, independent contractors or invitees, they shall reimburse Seller for any and all liabilities that it may sustain, including any and all attorney's fees and costs.

DEED AND EVIDENCE OF TITLE

Upon payment of the total purchase price and other amounts, including any late charge, by Purchaser, Seller will, at Seller's expense, deliver a Special Warrarty Deed to the Property to Purchaser, free and clear of any liens or encumbrances other than taxes and assessments for the current year.

TITLE

Title shall be conveyed free and clear of all encumbrances except those mortgages or liens, if any, mentioned herein, easements, restrictions, limitations, reservations, covenants and conditions of record not coupled with a possibility of reverter, right of reentry or other reverter right which amounts to a qualification of the fee, and subject also to applicable zoning ordinances and real estate taxes for the year in which the deed is delivered, and thereafter. Purchaser agrees to accept title subject to any housing violation or city proceeding. Failure to close due to such issue shall constitute an immediate Purchaser default

Seller agrees to furnish to Purchaser within 30 days of executing this agreement, at Seller's expense, the following evidence of title to the premises: (a) a title commitment issued by an Illinois title company showing merchantable title in Seller on the date hereof, subject only to Seller's current first mortgage and the matters

specified below.

TAXES AND ASSESSMENTS

The Purchaser agrees to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said land apportioned as of the acceptance date of this Contract. A tax proration for 2006 and from January 1 to October 5th of 2007.

RISK OF LOSS AND INSURANCE

Risk of loss by negligence, fire or other casualty is on the Purchaser. The Purchaser agrees to keep the Property insured, by at least content, liability, fire, casualty, hazard, and windstorm, insurance, with an insurance company satisfactory to the Seller for a sum not less than its full insurable value. Insurance proceeds, up to the total purchase price plus any outstanding money owed, shall be payable to the Seller. The Purchaser is entitled to any insurance money above the total amount of the Purchasers obligations to the Seller per this agreement. A paid receipt for one year of insurance must be provided to Seller at the time of executing this agreement.

PREPAYMENT

The Purchaser guarantees three (3) months of interest payments.

POSSESSION OF PROPERTY

Upon execution of this Contract, Purchaser shall take possession of the Property and shall enjoy peaceful possession of the Property for as long as all payments due under this agreement are made in a timely manner and all other terms and covenants are complied with.

TIME OF THE ESSENCE

Time is of the essence with respect to the terms and provisions of this Contract. The time of each payment shall also be an essential part of this contract.

DEFAULT

If Contract Purchaser fails to make any payment or part thereof within 10 days after such payment is due or fails to perform any other covenant hereunder, then Contract Purchaser shall receive written notice of such default as provided in this Agreement, and shall have the right to cure such default for a period of ten(10) days following the mailing of said notice (the "Cure Period"). If such default is not cured within the Cure Period, all payments made by or on behalf of Contract Purchaser will be forfeited and retained by Contract Seller as compensation for Contract Purchaser's use and occupancy of the property and this agreement shall become null and void. Contract Purchaser specifically agrees for Contract Purchaser and all persons claiming under Contract Purchaser, that in the event of forfeiture, Contract Seller may maintain a suit for possession under the laws of Illinois and Contract Purchaser shall have all the rights and remedies afforded them under Section 5/9-110 of the

Code of Civil Procedure of Illinois, as now existing or as hereafter amended, or by any other Illinois Statute regarding installment sale contracts, including the Illinois Mortgage Foreclosure laws. In the event of a forfeiture by Contract Purchaser and the retention of Contract Purchaser's payments by Contract Seller, all improvements erected by Contract Purchaser on the premises and all personal property installed by Contract Purchaser will remain on the property without compensation to Contract Purchaser for it.

MAINTENANCE OF PROPERTY

The Purchaser will not permit, commit or suffer waste and will maintain the Property at all times in a state of good repair and condition, and will not do or permit to be done anything to the Property that will in any way impair or weaken the security of the Seller's title. In case of the refusal, neglect or inability of the Purchaser to repair and maintain said Property, the Seller may, at the Seller's option, make such repairs or cause the same to be made, and advance money in that behalf, which sums advanced or costs of repairs shall be the obligation of the Purchaser and shall be secured by this Contract.

Purchaser shall have the responsibility during the term of this agreement to bring the property to code so as to cause the city to issue a transfer stamp at which time the Seller and Purchaser shall enter into an agreement to conduct a traditional real estate transaction pursuant to the terms as set forth in this contract between the Purchaser and seller.

RETURN OF PROPERTY

In the event this Contract is terminated and Furchaser is required to return the Property to Seller as may be required by the terms of this Contract, Purchaser agrees to return the property to Seller in substantially the same condition, as it now exists together with any improvements made by Purchaser, ordinary wear and teal excepted. Seller reserves the right to inspect the property at any time by giving Purchaser reasonable notice.

RECORDING

Purchaser may record this contract.

MORTGAGE BY SELLER

During the lifetime of this contract, Seller may place a mortgage on the Property, which shall become a lien on the Property, superior to the rights of the Purchaser, or may continue and renew any existing mortgage on the Property, as long as the total amount due on all outstanding mortgages is not, at any time, greater than the unpaid balance under this Contract.

If Seller's interest in the Property is at any time encumbered by a mortgage, Seller agrees to perform all obligations under the mortgage and to make all payments of principal and interest on the mortgage as they become due. Seller further agrees to produce evidence of any such payments to Purchaser upon Purchaser's demand. If Seller defaults on any such mortgage or land contract, Purchaser shall have the right to make any necessary payments or take any necessary actions to cure the default, and Purchaser will be reimbursed be receiving credit to this Contract to apply to any payments that are due or will become due.

CONVEYANCE BY SELLER

The Seller reserves the right to convey, Seller's interest in the Property. Such conveyance shall not be a cause for rescission of this Contract and shall be subject to the terms of this Contract.

JOINT AND SEVERAL LIABILITY

If there is more than one Purchaser, then all Purchasers covenant and agree to joint and several liability and obligations with respect to this Contract.

REINSTATEMENT AFTER ACCELERATION

If Purchaser defaults under the terms of this Contract, the Purchaser hereby waives any rights it may have to reinstate.

ASSIGNMENT OR SALE BY PURCHASER

Purchaser shall not sell, assign, transfer or convey any interest in the Property or this Agreement, without the prior written consent by Seller. In the event Seller gives Purchaser permission to transfer or convey Purchaser's interest, such conveyance shall not be a cause for rescission of this Contract and shall be subject to the terms of this Contract.

PARTIES

If Seller or Purchaser constitutes two or more persons, the terms "Seller" or "Purchaser" shall be construed to read "Sellers" or "Furchasers" whenever the sense of the Contract requires. Unless identified as Seller or Purchaser, no real estate professional, escrow agent or closing agent is a party to this Contract.

SINGULAR, PLURAL AND GENDER

The words "Seller" and "Purchaser" herein employed shall be construed to include the plural as well as the singular, and the masculine shall include the ferninine and neuter where the context so admits or requires.

GOVERNING LAW

This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Illinois.

ATTORNEY FEES AND COSTS

In connection with any litigation including appellate proceedings arising out of this Agreement, the unsuccessful litagent shall be entitled to recover reasonable attorney's fees and court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

SEVERABILITY

If any court determines that any provision of this contract is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this contract invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

WAIVER

If one party waives any term or provision of this contract at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this contract, that party retains the right to enforce that term or provision at a later time.

NOTICE

All Notices, except as provided otherwise in Paragraph 31(C) (2), shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of a multiple person Farty shall be sufficient. Notice to all. Notice shall be given in the following manner:

- (a) By personal delivery of such Notice; or
- (b) By rua ling of such Notice to the addresses recited herein by regular mail and by certified mai, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event fax, Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- (d) By sending e-mail transmissico. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted shall be sent during Business Hours, and provided further that the recipient provides written acknowledgment to the sender of receipt of the transmission (by e-mail, facsimile, regular mail or commercial overnight delivery). In the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next 30 siness Day after transmission; or (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight felivery company.

BINDING EFFECT

This Agreement and covenants herein shall be binding upon and shall mure to the benefit of the parties hereto and their successors, heirs, executors, administrators, personal representatives and assigns. However, nothing shall authorize a transfer in ciplation of any other provisions in the Agreement.

COUNTERPARTS

This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

INTERPRETATION

Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

TYPEWRITTEN OR HANDWRITTEN PROVISIONS

Typewritten or handwritten provisions inserted herein or attached hereto as Addenda shall control all printed provisions in conflict therewith.

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ENTIRE AGREEMENT

This Contract is the entire agreement between the parties with respect to the transaction contemplated herein. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

ADDITIONAL AGREEMENTS	
Seller and Purchaser additionally agree that	·. ·
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THIS IS INTENDED TO BE A LEGALI AN ATTORNEY AND A T/X PROFESS	Y RINDING CONTRACT CONOVER
AN ATTORNEY AND A TAX PROFESS MAKE SURE YOU UNDERSTAND ALL	SIONAL BEFORE SIGNING IT, TO
	OF THE TERMS AND LEGAL AND
TAX CONSEQUENCES.	LEGAL AND
IN WITNESS WHEDEOE 4L P. C.	
IN WITNESS WHEREOF, the Parties have by year first above written.	ereunto set their hands and seals the day and
	4
Signature MEMBER	Signature
Seller Dep Jonet 10	Seller
Date 10-5-07	Doto
Address: 14007 S. Bell Rd #703	
City Homer Gren, 1 State and Zip 16 60491	City
oute and 21p 1C 60491	State and Zip
	0,5
Signature	Signature
Purchaser	Purchaser
Denise Crass Date 19-5-07	
Address: 4923 W. Hubband	Date
City Chicago Ft	
State and Zip II. 60644	· · · · · · · · · · · · · · · · · · ·
	State and Zip

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State of Things) ss County of Du PAGE
Before me personally appeared RicHard Garecki to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and expressed. Chard Garecki to me well known and known to me to me to me that
WITNESS my hand and official seal, this
SUE G-UZZO POSKOCIL Name typed, printed, or stamped Sue Guzzo Poskocil (SEAL) Sue Guzzo Poskocil Notary Public, State of illinois My Commission Expires Jurie 16, 2008
My Commission Expires
County Clark's Office

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State of <u>TLLINOIS</u>)) ss County of <u>COOK</u>)
Before me personally appeared DENISEA CROSS to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and expressed.
WITNESS my hand and official seal, this 5th day of October, 2007. Signature of person taking at moughent (positive and person
Sue Guzzo Poskoci (SEAI) "OFFICIAL SEAL" SUE GUZZO POSKOCIL Notary Public, State of Illinois My Commission Expires June 16, 2008
This instrument was prepared by: Timi Jackson 4818 W. 137 th Street
Crestwood, IL 60445

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EXHIBIT "A"

Legal Description of Property:

Legal Description:

THE TRACT OF LAND DESCRIBED AS COMMENCING AT A POINT 224 FEET SOUTH FROM THE NORTHEAST CORNER OF BLOCK 8 IN FRINKS RESUBDIVISION OF LOTS 1 TO 8 INCLUSIVE OF FRINKS SUBDIVISION OF THE NORTH 36-1/4 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8 AND THE NORTH 36-1/4 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND RUNNING THENCE SOUTHERLY ALONG THE EAST LINE OF SAID BLOCK 8, 50 FEET; THENCE WESTERLY AT RIGHT ANGLES 181 FEET TO CENTER OF SAID BLOCK 8, THENCE NORTHERLY AT RIGHT ANGLES ALONG CENTER LINE OF BLOCK 8, 50 FEET; THENCE EASTERLY AT RIGHT ANGLES 181 FEET TO THE PLACE OF BEGINNING IT BEING A LOT OF LAND 50 FEET FRONT ON WEST SIDE OF PARK AVENUE AND RUNNING BACK THE SAME WIDTH TO SO FL
(8 AFON,
EY) IN COOK

CO THE CENTER OF FLOCK 8 AFORESAID (EXCEPT FROM SAID PREMISES THE WEST 4 FEET THEREOF TAKEN OR CONDEMNED FOR XI. EY) IN COOK COUNTY, ILLINOIS.