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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, PARTY WALL RIGHTS AND ROOF MAINTENANCE FOR WRIGLEYVILLE TOWNHOMES

THIS Declaration is made this 14th day of Dec, 1990, by American National Bank and Trust Company of Chicago, as trustee under trust agreement dated April 23, 1990 and known as Trust Number 110871-03 (the "Declarant").

RECITALS

The Declarant is the owner in fee simple of the tract of land in the City of Chicago, Cook County, Illinois described on Exhibit "A" attached hereto, said land being referred to as the "Row Houses" or "Lot" or "Lots".

The Row Houses consist of seven (7) single family residences, having party walls, which are constructed in a single grouping of the seven (7) units.

The Declarant intends to convey the Row Houses to individual or multiple purchasers who will accept title to said real estate subject to the terms and conditions of this Declaration.

The purposes of this Declaration are as follows:

- A. To provide for the conservation of the values and amenities of the Row Houses, and for the creation of the rights of way and easements set forth herein.
B. To provide for the conservation and enhancement of the values of all residences comprised by the Row Houses and for the conservation of the integrity, character and architectural uniqueness of said residences.
C. To establish the terms of the party wall agreements relative to the shared walls of the Row Houses.
D. To establish certain easements for ingress and egress and for utility service and maintenance.

NOW, THEREFORE, the Declarant hereby declares that the Row Houses shall hereafter be held, transferred, sold, conveyed, occupied, mortgaged and encumbered subject to the covenants, conditions, restrictions, easements, charges and

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liens hereinafter set forth, all of which shall run with the land and be binding on all parties having any interest in the Row Houses or any part thereof and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

1.1 **MEANINGS:** As used herein (unless the context shall prohibit), the following words shall have the following meanings:

a) Declarant: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as trustee under trust agreement dated April 23, 1990 and known as Trust Number 110871-03.

b) Row Houses: The seven (7) residences consisting of a single group of the seven (7) units.

c) Plat: The survey attached hereto as Exhibit "B".

d) Party Wall: The demising wall which exists between two (2) Row Houses.

e) Dwelling Unit: One (1) housing unit or residence in each Row House, consisting of a group of rooms within the demising walls.

f) Occupant: A person or persons in lawful possession of a dwelling unit.

g) Guest: An invitee or visitor of any occupant of a dwelling unit.

h) Lot: The plot of land upon which a Row House is constructed.

i) Owner: A record owner, whether one or more persons or entities (including the Declarant), of a fee simple title to any lot upon which a Row House is constructed, but excluding those having such interest merely as security for the performance of an obligation.

1.2 **EXCLUSION:** This Declaration specifically excludes any reference to common areas, if any, associations, assessments, or by-laws. The Row Houses which are subjected to this Declaration are considered to be fee simple units with no shared land or common elements, separate and the purpose of this Declaration is limited solely to the matters set forth herein as they relate to easements, restrictions, party walls and roof maintenance.

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## ARTICLE II

2.1 **GAS EASEMENT:** An easement has been or may be granted, by separate documents, to the Peoples Gas, Light & Coke Company by the Declarant under a separate agreement. Said easement is for the purpose of laying and maintenance of pipe and other mechanical apparatus and providing gas services to the Row Houses.

2.2 **MISCELLANEOUS UTILITIES:** Where any pipes, wires, meters, sewer cleanouts, conduits or public utility lines lie within the boundaries of a Row House lot, any portions thereof, servicing only that lot shall be deemed a part of that lot. Each Row House has been provided with its own water, sewer, electric and telephone service. Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and electrical conduits, wires, meters and equipment, over, under, along and on any part of the Row House Lots, as they exist on the date of the recording hereof.

2.3 **CITY OF CHICAGO EASEMENT:** An easement is hereby granted to the City of Chicago to go upon the Row House Lots at any time for the purpose of maintenance, replacement and repair of water, sewer and any other facilities as may be under the control of said City. A separate covenant has been furnished to the City of Chicago relating to the maintenance of said lines and facilities.

2.4 **CONSTRUCTION EASEMENT:** Declarant reserves for itself and each owner an easement and right to overhang and encroach upon, over and on any portion of adjacent Row Houses with a roof, portico, retaining wall or other projection, appurtenance or fixture to any building situated on a lot as the same exists on the date of the recording hereof, but not otherwise, together with the right to go upon each such portion of an adjacent Row House for the purpose of reconstructing, repairing, maintaining, inspecting or replacing such roof, portico, retaining wall or other projection, appurtenance or fixture to any such building. In the event that, by reason of the construction, settlement or shifting of any building as originally constructed or as now existing, any part of a residential unit encroaches or shall hereafter encroach upon any part of or any Row House Lot, or, if by reason of the design or construction of utility and ventilation systems, any main pipes, ducts or conduits serving more than one Row House Lot encroach or shall hereafter encroach upon any part of any Lot, valid easements for the maintenance of such encroachment, are hereby established and shall exist for the benefit of such Lot, so long as all or any part of the building in which such Row House is located shall remain standing, provided, however, that in no event shall a valid easement for any encroachment

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be created in favor of any owner if such encroachment be created in favor of any owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the adjacent Row Houses by the other owners and if it occurred due to the willful conduct of any owner.

**2.5 EASEMENT FOR INGRESS AND EGRESS:** A walkway and entrance gate area have been created along the westerly edge of the property to provide access to the entry way of each of the Row Houses as shown on the plat attached hereto and referred to therein as "Ingress-Egress Easement Area". Each of the individual Row Houses shall have a mutual easement for ingress and egress across and upon said walkway and entrance gate area to provide access to the designated public way, running to the owners of each of the Row Houses as well as to their guests and invitees. No owner of a Row House may obstruct or prevent free access across and upon said walkway or entrance gate area. The walkway and entrance gate area shall be jointly and equally maintained by all of the owners of the Row Houses. The retaining wall and fence which lies on each Row House owners property shall be maintained by said owner. In addition, the declarant has created a parkway area along the southern edge of the property and adjacent to the public walkway. This parkway shall be equally maintained by all the owners of the Row Houses.

**2.6 EASEMENT IN PERPETUITY:** All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

**2.7 REFERENCE TO EASEMENTS:** Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall not be required, but any such reference in an instrument, if contained therein, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

## ARTICLE III RESTRICTIONS

**3.1 EXTERIOR:** Declarant has taken great care and expended substantial sums to create an architectural design and style reflecting continuity of the Row Houses with each other and the neighborhood in general. Accordingly, any structural or physical alterations or modifications to the exterior or structure of the Row Houses is expressly prohibited. This prohibition includes, but is not limited to, the masonry and wooden partitions, as well as doors, windows, roof lines and fences.

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3.2 **ADDITIONS:** Declarant has caused the design of the Row Houses to provide for a maximum amount of living space in proportion to the size of the lot upon which the Row Houses are constructed. Accordingly, no additions or structures or other enclosures may be constructed on the Row Houses or the Lots which they occupy.

3.3 **INSURANCE:** No owner shall permit anything to be done or kept in his Row House which will result in the increase in the rate charged or in the cancellation of any insurance carried by any other Row House owner, or which would be in violation of any law.

3.4 **NOXIOUS USE:** Nothing shall be done in any Row House of a noxious or offensive nature, nor shall any outside lighting or loudspeakers or other sound producing devices be used which will interfere with the quiet use and enjoyment of other adjacent Row House owners. Row House owners shall be prohibited from using the rooftop areas of the Row Houses for open fires, barbecues, or other flammable uses and waste shall be kept in sanitary containers. The interior and exterior of the Row Houses shall be maintained by the owner in a clean, sanitary and attractive condition. Owners shall also maintain, cultivate and keep in good condition all trees, grass, shrubs and other landscaping.

## ARTICLE IV

### **PARTY WALLS**

4.1 **PARTY WALL DESCRIPTION:** Each Row House has either one (1) or two (2) party walls comprising the side demising walls of the dwelling units (which may also be referred to herein as a dividing wall) and running in an East to West direction. Said party walls are constructed of either masonry or of woodframe and plasterboard materials or both. The wall separating one Row House from another is herewith declared as a party wall. The Declarant herewith sets forth the rights, duties and obligations in connection with said party walls.

#### **4.2 DECLARATION:**

A. The party wall separating two (2) Row Houses shall be for the exclusive use and benefit of the Row Houses which share said wall, their respective owners, heirs, legal representatives, successors, and assigns subject to the terms of this Declaration.

B. Each of the owners of the Row Houses sharing a party wall may use said party wall in any manner which shall not materially interfere with the use and enjoyment thereof by the other.

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C. Any and all costs and expenses necessary for the maintenance and preservation of the party wall in good condition and repair shall be borne equally between the Row House owners who share said party wall; provided, however, that if at any time, the Row House on one side of the party wall has been removed, the owner of the Row House that shared said wall which remains shall bear the sole cost of so maintaining and preserving the party wall after the owner of the Row House which was removed has performed the necessary construction to allow said remaining wall to be a proper exterior wall in accordance with the material and quality and design of other exterior walls on the Row Houses.

D. Declarant hereby sets forth that if it shall hereafter become necessary or desirable to repair or replace the whole or any portion of a party wall, the expense of such repairing or rebuilding shall be shared equally by the Row House owners who share said party wall, and whenever the party wall or such portion thereof shall be rebuilt, it shall be erected in the same location and on the same line, and be of the same size, and the same or similar material, and of like quality with the present party wall, except where said party wall shall no longer be a shared party wall, but become an exterior wall, then in that case, the material and quality shall be similar to the material and design of other exterior walls on the Row Houses.

Notwithstanding anything herein contained to the contrary, it is further agreed that in the event of damage or destruction of a party wall from any cause, other than the negligence of either of the Row House owners sharing said party wall, and other than on account of fire or other casualty to one of the Row Houses sharing said party wall, either of the parties sharing said party wall shall have the right to repair or rebuild the party wall, and (i) the expense thereof shall be apportioned as hereinabove provided, and (ii) each Row House owner shall have the full use of the party wall so repaired or rebuilt. If damage to or destruction of the party wall shall have been caused by loss by fire or other casualty to the property of, or by the negligence of one party sharing said party wall, such party shall bear the entire cost of repair or rebuilding. If either party sharing said party wall shall neglect or refuse to pay his share as aforesaid, the other party may have the party wall repaired or rebuilt and, in

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addition to any other remedy available to him by law, shall be entitled to have a mechanic's lien on the premises of the party so failing to pay in the amount of such defaulting party's share of the repair or rebuilding cost. Any repairing or rebuilding done hereunder shall be performed timely and in a good and workmanlike manner, and to the extent possible, accomplished without interruption to the normal usages of the Row Houses which share said party wall.

D. Each Row House owner sharing a party wall is licensed by the other Row House owner who shares said wall, upon reasonable notice and proof of need, to enter upon the other party's premises for the limited and express purpose of erecting, repairing or rebuilding the party wall as hereinabove provided; provided, however, that no such erecting, repairing or rebuilding shall impair or deminish the then existing structural integrity of the other's Row House.

F. All references to party walls contained herein shall also apply to the scuppers and drains which may run along, upon or within said party walls, and the portion of this Declaration relating to party walls shall also relate to said scuppers and drains as well.

G. In the event the Row House of one party is no longer connected to the party wall, the other owner, at such time as it removes and disconnects its Row House from the party wall, shall demolish and remove the party wall at its sole cost and expense, leaving said wall in a suitable condition to remain as an exterior wall, and then and thereafter this party wall agreement shall terminate and neither party shall have any right, duty or obligation hereunder (except to fulfill his obligation hereunder which shall have accrued up to and including the date of such termination).

H. The benefits and burdens of the covenants herein contained shall annex to and be construed as covenants running with the aforesaid parcels or Lots herein described and shall bind the respective parties hereto and their respective heirs, legal representatives, successors and assigns. Nothing herein contained, however, shall be construed to be a conveyance by either party of his respective rights in the fee of the real estate on which the party wall shall stand.



I. To the extent not inconsistent with the provisions of this Articles, the general rules of law regarding party walls and liability for property damage due to neglect or willful acts or omissions, shall apply thereto.

## A R T I C L E V

### CASUALTY AND INSURANCE

5.1 **RECONSTRUCTION:** In the event that any Row House shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the owner thereof shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as reasonably possible, to the condition as near as possible in which such property was immediately prior to such damage or destruction.

5.2 **INSURANCE:** To assure the prompt repair, restoration or rebuilding of any Row House damaged or destroyed by fire or other casualty, each owner shall maintain in full force from time to time, insurance covering the Row House owned by him, consisting of; or providing all the protection afforded by, at least, the insurance now generally described as fire, extended coverage, vandalism and malicious mischief, to 100% of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation.

## A R T I C L E VI

### MISCELLANEOUS AND EXECUTION

6.1 **NON-WAIVER OF COVENANTS:** No covenant, restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

6.2 **SUCCESSORS AND ASSIGNS:** Each grantee of the Declarant, and each subsequent grantee, by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts said deed or contract subject to all restrictions, conditions, covenants, easements, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and shall be deemed to have agreed to perform all undertakings and to be bound by all agreements and covenants imposed on him by this Declaration. All rights, benefits and 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 the property, and shall inure to the benefit of such grantee or purchaser in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance. All rights granted specifically to Declarant under this Declaration shall be binding upon the successors and assigns of Declarant, provided, however, that the owners shall not be deemed to be the successors and assigns of Declarant for purposes of this paragraph.

**6.3 ENFORCEMENT:** Any violation on the part of an owner of any of the restrictions, covenants, terms or conditions of this Declaration to be kept, observed or performed by him and which will or is likely to result in damages which are irreparable or impossible of ascertainment, then any other owner is hereby granted the right to prevent or remedy any such threatened or actual violation on the part of any owner, or the further continuation of any such violation, as the case may be, by means of injunction proceedings or other legal remedies. The various rights and remedies herein granted shall be in addition to all other rights and remedies which may be available. All said rights and remedies may be exercised either currently or consecutively or partly concurrently and partly consecutively as the case may be.

**6.4 SURVIVAL:** If any term, provision, covenant, easement, agreement or condition in this Declaration shall be or be held invalid, whether in general or as to any particular situation or circumstance, the remainder of this Declaration and the applicability to any other situation or circumstance, as the case may be, shall not be invalidated or terminated thereby, but shall remain in full force and effect to all intents and purposes as though such invalid term, provision, covenant, easement, agreement or condition had never been.

If any of the covenants or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States of America.

**6.5 GENDER OF TERMS; NUMBERS:** As used in this Declaration, the masculine shall mean the feminine or neuter and singular shall mean plural where the context requires to preserve the meaning of the appropriate provision.

**6.6 SUPERIORITY:** Anything herein to the contrary notwithstanding, nothing contained herein shall be construed to supersede any ordinance of the City of Chicago, Illinois, affecting the property or any portion thereof.

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6.7 **NO PERSONAL LIABILITY OF DECLARANT:** This Declaration is executed by Declarant, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder by Declarant (whether or not the same, are expressed in the terms of covenants, promises or agreements) are undertaken by it solely as Trustee under said Trust Agreement and not individually. No personal liability shall be asserted or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, incorporated by reason of the terms, provisions, stipulations, covenants and agreements contained herein.

6.8 **LAWS OF ILLINOIS:** This agreement shall be construed in conformity with the laws of the State of Illinois and in accordance with the usage in said State of Illinois regarding party walls.

6.9 **MODIFICATIONS:** This agreement contains all the terms, conditions and covenants relating to the Row Houses described herein and no modifications, waivers, variations, or releases of duties and obligations under this agreement shall be binding unless made in writing and signed by the Row House owners affected herein. In the event any modification of this Agreement is desired as it relates to exterior modifications to any of the Row Houses as set forth in Article 3.1 hereof, then, in that event, the affected Row House owners shall be construed as all of the Row House owners.

6.10 **NOTICE:** Any notice required or desired to be given under the provisions of this Declaration to any owner shall be deemed to have been properly delivered when deposited in the U.S. mail, postage prepaid, directed to the last known person who appears as an owner or other person, at the last known address for each such person which is publicly listed if other than the address of the Row House.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer this day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid and not personally,

BY: \_\_\_\_\_

J. MICHAEL WARDEN

Vice President

ATTEST: \_\_\_\_\_

Assistant Trust Officer

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK )

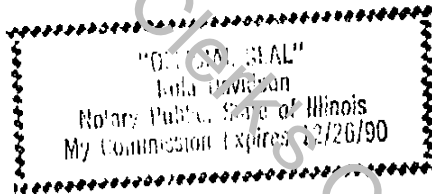
I, A NOTARY PUBLIC in and for said County, in said state aforesaid, DO HEREBY CERTIFY that S. MICHAEL BROWN, Vice President of American National Bank and Trust Company of Chicago, and Anita M. Lutkus, Assistant Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing as such Vice President and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer then and there acknowledged that said Assistant Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this DEC 14 1990 day of \_\_\_\_\_, 1990.

[Signature]
Notary Public



THIS INSTRUMENT PREPARED BY:
MAIL TO:
MICHAEL BROWN
2950 North Lincoln Ave.
Chicago, Illinois 60657



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## CONSENT OF MORTGAGEE

Peerless Federal Savings and Loan Association of Chicago, as mortgagee under a mortgage dated May 17, 1990 and recorded June 25, 1990 as document no. 90302735 hereby consents to the execution and recording of the within Declaration of Covenants, Conditions, Restrictions, Easements, Party Wall Rights, and Roof Maintenance for Wrigleyville Townhomes and agrees that said mortgage is subject to the provisions of said declaration and the Condominium Property Act of the State of Illinois.

This consent is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said mortgage delivered to said mortgagee in pursuance of the mortgage above mentioned. This consent is made subject to the lien of every trust deed or mortgage (if any there be) of record filed in the Registrar's or Recorder's Office in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by the Vice President and attested by its Secretary, the day and year first above written.

Peerless Federal Savings and  
Loan Association of Chicago

BY: *[Signature]*

VICE-PRESIDENT

ATTEST: *[Signature]*

ASSISTANT SECRETARY

CHICAGO COUNTY, ILLINOIS

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STATE OF ILLINOIS)  
  ) SS.  
COUNTY OF COOK        )

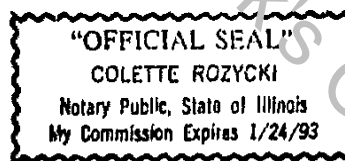
I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Secretary of Peerless Federal Savings and Loan Association of Chicago, as mortgagee, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that said Company, caused the corporate seal of said Company to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date:

12/13/90

Colette Rozycki  
NOTARY PUBLIC



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EXHIBIT "A"

(LEGAL DESCRIPTION)

PARCEL 1: NO. 1212 W. School

THE SOUTH 16.5 FEET, AS MEASURED ON THE EAST LINE THEREOF, OF LOTS 16, 17 AND 18 TAKEN AS A SINGLE TRACT IN J.P. ALTGELD'S SUBDIVISION OF THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO AND EVANSTON RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NO. 1214 W. School

THE NORTH 16.0 FEET OF THE SOUTH 34.5 FEET, AS MEASURED ON THE EAST LINE THEREOF, OF LOTS 16, 17 AND 18 TAKEN AS A SINGLE TRACT IN J.P. ALTGELD'S SUBDIVISION OF THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO AND EVANSTON RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 3: NO. 1216 W. School

THE NORTH 16.0 FEET OF THE SOUTH 50.50 FEET, AS MEASURED ON THE EAST LINE THEREOF, OF LOTS 16, 17 AND 18 TAKEN AS A SINGLE TRACT IN J.P. ALTGELD'S SUBDIVISION OF THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO AND EVANSTON RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 4: NO. 1218 W. School

THE NORTH 16.0 FEET OF THE SOUTH 66.50 FEET, AS MEASURED ON THE EAST LINE THEREOF, OF LOTS 16, 17 AND 18 TAKEN AS A SINGLE TRACT IN J.P. ALTGELD'S SUBDIVISION OF THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO AND EVANSTON RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 5: NO. 1220 W. School

THE NORTH 16.0 FEET OF THE SOUTH 82.50 FEET, AS MEASURED ON THE EAST LINE THEREOF, OF LOTS 16, 17 AND 18 TAKEN AS A SINGLE TRACT IN J.P. ALTGELD'S SUBDIVISION OF THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO AND EVANSTON RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 6: NO. 1222 W. School

THE NORTH 16.0 FEET OF THE SOUTH 98.50 FEET, AS MEASURED ON THE EAST LINE THEREOF, OF LOTS 16, 17 AND 18 TAKEN AS A SINGLE TRACT IN J.P. ALTGELD'S SUBDIVISION OF THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO AND EVANSTON RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 7: NO. 1224 W. School

LOTS 16, 17 and 18 taken as a single tract, except the south 98.50 feet; as measured on the east line thereof, in J.P. Altgeld's Subdivision of that part of the east half of the Southwest Quarter of Section 20, Township 40 North, Range 13 East of the Third Principal Meridian, lying East of the Easterly Line of the right of way of the Chicago and Evanston Railroad, in Cook County, Illinois.

P.I.N. 14-20-323-022 and 14-20-323-023

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