

**VILLAGE OF LAKE BLUFF
HISTORIC PRESERVATION COMMISSION
SPECIAL MEETING**

TUESDAY, MARCH 29, 2016 - 7:00 P.M.

**VILLAGE HALL BOARD ROOM
40 E. CENTER AVENUE, LAKE BLUFF, ILLINOIS**

AGENDA

1. Call to Order and Roll Call

2. Consideration of the Minutes from the December 9, 2015 and February 10, 2016 Historic Preservation Commission Meetings

3. Non-Agenda Items and Visitors

The Chairperson and Members of the HPC allocate fifteen (15) minutes at this time for those individuals who would like the opportunity to address the HPC on any matter within its area of responsibility that is not listed on the agenda. Each person addressing the HPC is asked to limit their comments to a maximum of three (3) minutes.

4. Concurrent Consideration of the Following Items for 1010 Green Bay Road:

a.) A Public Hearing to Consider a Historic Landmark Nomination Application; and

b.) An Advisory Review Conference to Consider Proposed Changes to the Exterior of the Structure

5. A Continued Discussion Regarding the Historic Areas of Lake Bluff

6. Chairperson's Report

7. Staff Report

- Confirm Next Meeting Date – April 13, 2016

8. Adjournment

The Village of Lake Bluff is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact R. Drew Irvin at 234-0774 or TDD number 234-2153 promptly to allow the Village of Lake Bluff to make reasonable accommodations.

**VILLAGE OF LAKE BLUFF
HISTORIC PRESERVATION COMMISSION
FEBRUARY 10, 2016**

DRAFT MINUTES

1. Call to Order and Roll Call

A Regular Meeting of the Historic Preservation Commission (HPC) of the Village of Lake Bluff was called to order on February 10, 2016 at 7:00 p.m. in the Village Hall Board Room.

The following members were present:

Present: Paul Bergmann
 Robert Hunter
 Janie Jerch
 Randolph Liebelt
 Janet Nelson, Chair

Absent: Mary Francoeur
 Cheri Richardson

Also Present: Brandon Stanick, Asst. to the Village Administrator (A to VA)

2. Consideration of the Minutes of the December 9, 2015 Historic Preservation Commission Meeting

A to VA Stanick stated the December 9, 2015 Draft Minutes will be presented at the next meeting.

3. Non-Agenda Items and Visitors

Chair Nelson stated the Chairperson and Members of the HPC allocate fifteen (15) minutes at this time for those individuals who would like the opportunity to address the HPC on any matter within its area of responsibility that is not listed on the agenda.

There were no request for this item.

4. Consideration of a Significant Demolition Application for the Renovation of 139 E. Sheridan Place

Chair Nelson introduced the agenda item and requested an update from Staff.

A to VA Stanick stated the item before you is an extensive renovation and not a complete demolition. The application is being considered by the HPC because the project, while in progress, changed and now exceeds the 50% gross floor area requirement for significant demolition reviews.

Chair Nelson invited the petitioner to the podium.

Mr. Lance Shalzi, representative for 139 E. Sheridan Place, provided a brief background on the house renovation project and explained how the square footage proposed for demolition was

calculated. Mr. Shalzi stated the purpose of the work allows the homeowner to modernize the home while continuing to raise their family in Lake Bluff.

Chair Nelson stated these types of requests are reviewed by the HPC to determine if there is any historical features that need to be saved.

Chair Nelson asked for comments from the Commissioners.

Member Liebelt asked if the driveway located off of E. Sheridan Place would be eliminated. Mr. Shalzi stated the intent is to replace the existing driveway with landscaping and living space.

In response to a comment from Member Jerch, Mr. Shalzi stated the completed project will be a two-story house with a split level concept.

Member Hunter asked how the HPC could expedite the process for significant demolitions such as this. A discussion ensued. It was the consensus of the HPC to streamline the review process for significant demolitions for homes that are not historically significant.

In response to a question from Member Bergmann, Mr. Shalzi stated the new addition on the top floor will be a master bedroom.

Chair Nelson summarized the options available to the HPC noting the HPC may: take no action, extend the day an additional 120 days, or terminate the review.

As there were no further comments from the Commissioners, Member Jerch moved to terminate the significant demolition review for 139 E. Sheridan Place. Member Hunter seconded the motion. The motion passed on the following roll call vote:

Ayes: (5) Bergmann, Hunter, Jerch, Liebelt and Chair Nelson
Nays: (0)
Absent: (2) Francoeur and Richardson

The HPC discussed several ways the Village could streamline the review process.

5. A Continued Discussion Regarding the Historic Areas of Lake Bluff

Chair Nelson introduced the agenda item and a discussion concerning the map of Lake Bluff she provided ensued.

Following its discussion it was the consensus of the HPC that: (i) each area have a written detailed description, (ii) list each distinctive property, and (iii) list each noteworthy building.

6. Chairperson's Report

Chair Nelson had no report.

7. Staff Report

A to VA Stanick reported on February 9th the Joint Plan Commission and Zoning Board of Appeals and Architectural Board of Review conducted a joint workshop meeting to consider a proposed plan for redevelopment of the former PNC Bank Property (120 E. Scranton Avenue) by Uppercross Development Group. He noted it is unclear if they will return with a revised proposal.

8. Adjournment

As there was no further business to come before the Commission, Member Jerch moved to close the meeting. Member Bergmann seconded the motion. The motion was approved on a unanimous voice vote and the meeting adjourned at 8:00 p.m.

Respectfully submitted,

Brandon Stanick
Asst. to the Village Administrator

VILLAGE OF LAKE BLUFF

Memorandum

To: Chair Nelson and Members of the Historic Preservation Commission

From: Brandon Stanick, Asst. to the Village Administrator

Subject: **Agenda Item #4** - 1010 Green Bay Road: Landmark Nomination Application and Advisory Review Conference

Date: March 25, 2016

OWNER & APPLICANT:	Trent Wisehart
OWNER REPRESENTATIVES	Susan Benjamin (Benjamin Historic Certifications) Michael Hoeft
LOCATION:	1010 Green Bay Road
DATE RECEIVED:	March 2, 2016
REQUESTED ACTION:	<ul style="list-style-type: none">• Conduct Public Hearing and Consider Recommendation on Landmark Designation; &• Conduct Advisory Review Conference to Consider Proposed Changes to the Structure.
APPLICABLE REGULATIONS:	<ul style="list-style-type: none">• Village Code Section 9-14-4 (Landmark Designation); and• Village Code Section 9-14-6 (Advisory Review)

Landmark Nomination Application

On March 2, 2016 the Village received an application for landmark designation for the property located at 1010 Green Bay Road (Property), more commonly known as the “Ralph Poole House”, from Mr. Trent Wisehart (Property Owner). Pursuant to the 2008 architectural survey, the structure has a local significance rating of “Significant”. Additionally, the house was constructed in 1912 and is an example of the French Eclectic style of architecture by architect David Adler.

A legal notice for the March 29th HPC Meeting was published in the Lake County News-Sun on March 4th. A letter was also mailed (on March 3rd) to surrounding property owners providing information regarding the scheduled hearing.

Recommended HPC Action: Landmark Nomination Application

It is recommended the HPC conduct a public hearing to consider the historic landmark designation application, solicit comments from the representatives of the Property Owner, as well as the Public, review the nomination application according to the Landmark Designation Criteria attached, and take the following action:

- Formulate a recommendation to the Village Board that the Property does or does not meet the historic landmark designation criteria.

Attachments

- A. Landmark Nomination Application and Related Materials; and
- B. Section 9-14-4: Criteria for Landmark Designation.

Advisory Review

Following the public hearing to consider the landmark nomination application, because of the Property Owner's intent to commence with plans for renovation, the HPC will conduct an Advisory Review Conference to consider the proposed changes to the house. The purpose of this Process is to use the attached Advisory Review Criteria to ascertain the extent to which the proposed work is consistent or inconsistent with the purpose and goals of the Historic Preservation Chapter of the Municipal Code (pursuant to Section 9-14-1).

Recommended HPC Action: Advisory Review

It is recommended the HPC conduct an Advisory Review Conference with the owner's representatives, Susan Benjamin and Michael Hoeft, using the criteria in Section 9-14-6C of the Municipal Code, and seek a mutually satisfactory resolution of any concerns of the Commission.

Attachments

- C. Elevation Drawings of Sections Proposed for Demolition (pages D2.0 & D2.1) and Elevation Drawings of Sections Proposed for Renovation (pages A2.0, A2.1 & A2.2);
- D. Section 9-14-6C: Criteria for Conducting an Advisory Review; and
- E. Section 9-14-1: Purpose and Goals of Historic Preservation in Lake Bluff.

If you should have any questions regarding this landmark nomination application, or the advisory review process, please feel free to contact me at 847-283-6889.

APR 2 2006

VILLAGE OF LAKE BLUFF BY:

APPLICATION FOR HISTORIC PRESERVATION LANDMARK DESIGNATION

Part I:

Street Address of Property: 1010 GREEN BAY ROAD

Part II:

Name & Address of Applicant:

TRENT D. WISEHART
Name

SUSAN BENJAMIN
Primary Contact

711 MARION AVENUE
Address HIGHLAND PARK IL 60035

312-203-1808(c) 847-432-1829
Telephone Number Fax Number

SSBENJAMIN@SBCGLOBAL.NET
Email Address

Part III:

Name & Address of Property Owner:

TRENT D. WISEHART
Name

MICHAEL HOEFT
Primary Contact

1010 GREEN BAY RD
Address LAKE BLUFF, IL 60044

973-900-0123
Telephone Number Fax Number

MICHAEL@TDWISEHART.COM
Email Address

Part IV:

Legal Description of Property: (May be attached as Exhibit)

SEE ATTACHED.

Part V (a):

Written description of the structure, building, site, or landscape:

SEE ATTACHED

Part V (b):

Using the historic landmark designation criteria identified in the Historic Preservation Ordinance (Section 2-6-4 A) please place a check next to the appropriate applicable criteria for the proposed landmark designation.

**Landmark Designation Criteria:
General Conditions**

<input checked="" type="checkbox"/>	The structure, building, site, or landscape has significant character, interest, or value as part of the historic, aesthetic, cultural, or architectural characteristics of the Village, the State of Illinois, or the United States.
<input checked="" type="checkbox"/>	The structure, building, site, or landscape is closely identified with a person or persons who significantly contributed to the development of the Village, the State of Illinois, or the United States.
<input type="checkbox"/>	The structure, building, site, or landscape involves the notable efforts of, or is the only known example of work by, a master builder, designer, architect, architectural firm, or artist whose individual accomplishment has influenced the development of the Village, State of Illinois, or the United States.
<input type="checkbox"/>	The unique location or singular physical characteristics of structure, building, site, or landscape make it an established or familiar visual feature.
<input type="checkbox"/>	The activities associated with a structure, building, site, or landscape make it a current or former focal point of reference in the Village.
<input type="checkbox"/>	The structure or building is of a type or is associated with a use once common but now rare, or is a particularly fine or unique example of a utilitarian structure and possesses a high level of integrity or architectural significance.
<input type="checkbox"/>	The structure, building, site, or landscape is in an area that has yielded or is likely to yield historically significant information, or even prehistoric data.

**Landmark Designation Criteria:
Architectural Significance**

☒	The structure, building, site, or landscape represents certain distinguishing characteristics of architecture inherently valuable for the study of a time period, type of property, method of construction, or use of indigenous materials.
☒	The structure, building, site, or landscape embodies elements of design, detail, material, or craftsmanship of exceptional quality.
☒	The structure, building, site, or landscape exemplifies a particular architectural style in terms of detail, material, and workmanship which has resulted in little or no alteration to its original construction.
()	The structure, building, site, or landscape is one of few remaining examples of a particular architectural style and has undergone little or no alteration since its original construction.
()	The structure, building, site, or landscape is, or is part of, a contiguous grouping that has a sense of cohesiveness expressed through a similarity of style characteristics, time period, type of property, method of construction, or use of indigenous materials and accents the architectural significance of an area.
()	The detail, material, and workmanship of the structure, building, site, or landscape can be valued in and of themselves as reflective of or similar to those of the majority of other visual elements in the area.
()	The landscape is significant in its own right as landscape architecture and not merely as a complementary setting for a structure or a group of structures.

**Landmark Designation Criteria:
Historic Significance**

☒	The structure, building, site, or landscape is an exceptional example of an historic or vernacular style, or is one of the few such remaining properties of its kind in the Village.
☒	The structure, building, site, or landscape has a strong association with the life of activities of a person or persons who significantly contributed to or participated in the historic or cultural events of the U.S., the State of Illinois, or the Village.
()	The structure, building, site, or landscape is associated with an organization or group, whether formal or informal, from which persons have significantly contributed to or participated in the historic or cultural events of the United States, the State of Illinois, or the Village.
()	The structure, building, site, or landscape is associated with a notable historic event.
()	The structure, building, site, or landscape is associated with an antiquated use due to technological or social advances.
()	The structure, building, site, or landscape is a monument to, or a cemetery of, an historic person or persons.

Part V (c):

Identify the significant exterior architectural features of the proposed landmark designation that should be protected:

THE WINDOWS, DOORS, CEMENT PLASTER WALL SURFACES,
ROOFLINE (INCLUDING FINIALS), SLATE ROOF MATERIAL,
CAST CEMENT ORNAMENT WROUGHT IRON BALCONY
GRILLES, COPPER ORNAMENT, DOWNSPOUTS AND
CORING, WOOD LATTICEWORK, STONE STEPS--
ON EAST, SOUTH AND WEST FACADES.

Part VI (attach as exhibit):

Please provide written documentation establishing that the applicant is the current owner of record of the nominated property or that such owner of record has been notified or consents to the proposed landmark designation. In cases where the owner is the applicant, such documentation or evidence of record of ownership shall include a recent title policy in the name of the applicant or other evidence of record ownership acceptable to the Commission. Please check all documents included with the nomination application.

Owner Documentation

Documentation Owner Received

Notification

- Title Insurance Policy
- Property Tax Statements
- Property Deed
- Other _____

- USPS Certified Mail Receipt
- Letter of Consent
- Letter of Notification
- Other _____

Part VII (attach as exhibits):

Please provide overall site plan and photographs of the nominated property. The site plan submission should include front, both sides, and rear elevation drawings. Please check all items included with the nomination application.

- Front Elevation Drawing
- Rear Elevation Drawing
- Side Elevation Drawings

- Front Photograph
- Rear Photograph
- Side Photographs

Part VIII (attach as exhibit):

Any other information the applicant believes may be relevant to the consideration of the application by the Village.

SEE STATEMENT OF SIGNIFICANCE

Part IX:

Signature of Applicant:

The applicant attests that they have reviewed the Village of Lake Bluff Historic Preservation Regulations and that the information submitted in this application is correct to the best of the applicant's knowledge and understanding.

Yvonne D. Wuehant

Name

1010 GREEN BAY ROAD LAKE BLUFF IL

Address

973 900 0123

Telephone Number

Fax Number

MARCH 2 2016

Date

Please return all landmark designation application materials in care of the Historic Preservation Commission to:

Lake Bluff Village Hall
40 East Center Avenue
Lake Bluff, IL 60044

Thank you!

Staff Use Only

Complete Application: Yes No

Staff Initials: BJS

Date: 3/3/16

Complete Re-Submittal: Yes No

Staff Initials: _____

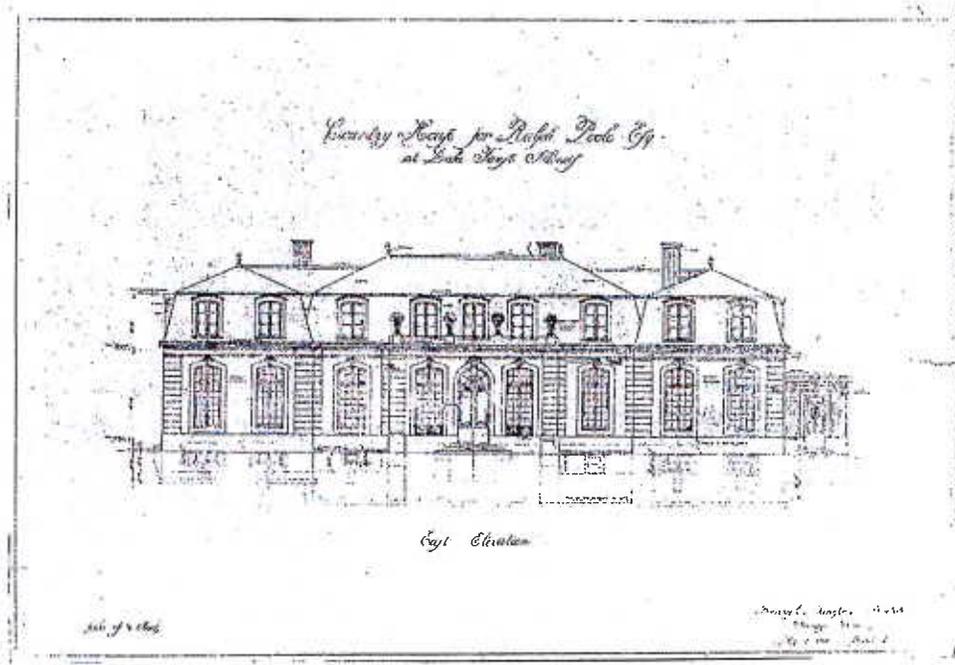
Date: _____

Poole House Legal Description

Plat of survey of that part of the north $\frac{1}{2}$ of the south west $\frac{1}{4}$ of section 17, township 44 north, range 12 east of the 3rd principal meridian, village of lake bluff, lake county, Illinois, described as follows: beginning at the point of intersection of the curving center line of green bay road and the north line of the south 30 acres of said north $\frac{1}{2}$ of the south west $\frac{1}{4}$ of section 17; thence west along said north line of the south 30 acres of the north $\frac{1}{2}$ of the south west $\frac{1}{4}$ of section 17. 933.00 feet; thence north along a line perpendicular to said north line of the south 30 acres of the north $\frac{1}{2}$ of the south west $\frac{1}{4}$ section 17, 370.00 feet; thence northeasterly 180.28 feet, more or less, to a point on a line 470.00 feet north of and parallel with said north line of the south 30 acres of the $\frac{1}{2}$ of the south west $\frac{1}{4}$ of section 17 and 150.00 feet east of the aforementioned perpendicular line extended north; thence east along said line 470.00 feet north of and parallel with the north line of the south 30 acres of the north $\frac{1}{2}$ of the south west $\frac{1}{4}$ of section 17, 345.00 feet to a point 364.31 feet, more or less, westerly of aforesaid curving center line of green bay road; thence southeasterly 476.95 feet, more or less, to a point on said curving center line of green bay road 225.00 feet northerly (measured along said curing center line) of the point of beginning; and thence southerly along said curving center line of green bay road 225.00 feet to the point of beginning subject to the rights of the public in that part thereof in green bay road and except that part taken for road purposes by the Illinois department of transportation in lake county circuit court case no. 85ed-13 and depicted on the plat of highways recorded as document no. 2318666 on October 17, 1984

Part V Physical Description:

The Ralph H. Poole House stands two stories over a concrete base, with the second story capped by slate Mansard roofs. There are slender Roman urns extending above the roofline. Pairs of tall multilight casements light the first floor. Dormers topped by segmental arches punctuate the roof and light the second floor bedrooms. The brick exterior is covered with a cream-colored plaster wash, with cast cement trim. The house rests on a concrete foundation. There are rectangular brick chimneys.



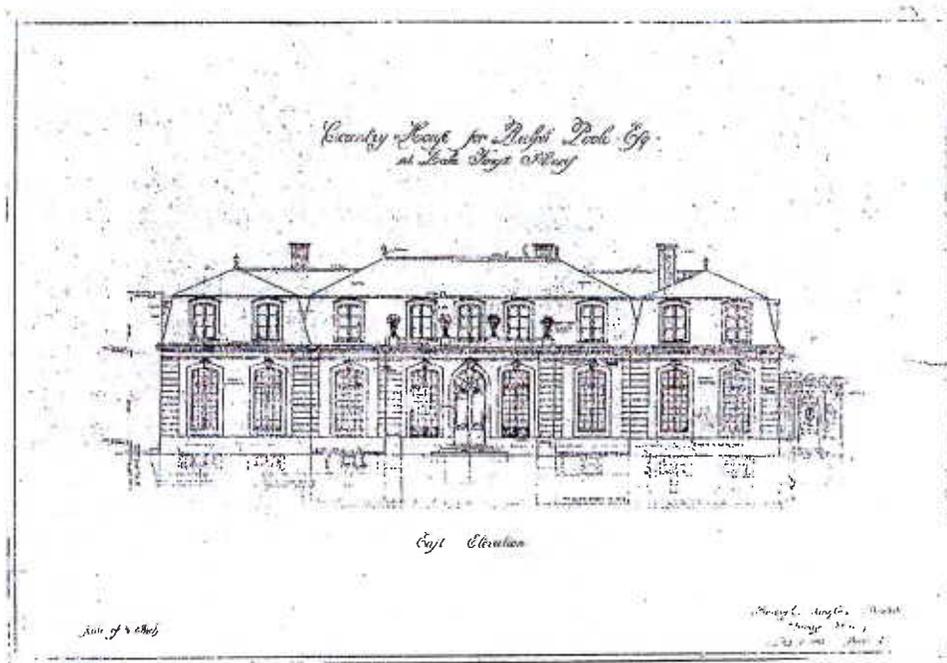
David Adler Drawing, East Facade



Entrance to the Poole House is on axis with the front entrance, which opens on a forecourt surrounding a circular grassy area. At the front, the house is nine bays wide, with each bay containing a pair of 12-light casement windows topped by a pair of 4-light transom windows. A dormer, with a pair of 3-light casements, set above the cornice line, is located over each opening. There are four tall casement windows topped by transoms on each side of the front door, which is accessed by three semi-circular concrete steps. The paneled front entrance door is topped by a semicircular fanlight. The central section of the house,

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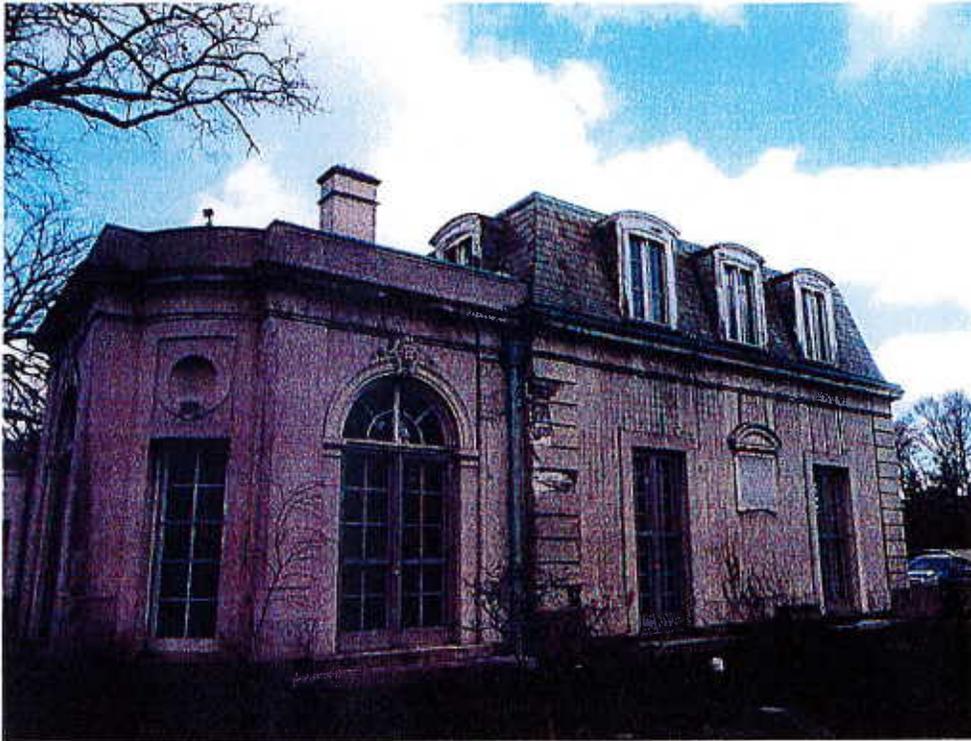


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consisting of five bays and topped by a Mansard roof, is flanked by two shallow projecting wings. Each of these wings, which have mansard roofs, contains two tall casement windows topped by two dormers. The center three bays, containing the entrance door and two tall casements, projects slightly, connected by hyphens containing one bay. Pedestals topped by urns are located in the corners of the entrance projection. Four tall fruit baskets project above the cornice line over the center three bays, marking the location of the entrance gallery. Each of the tall casement windows flanking the front entrance has a shallow ornamental wrought iron French balcony. At the center of each pair of tall casements, which are topped by segmental arches are ornamental keystones. Those over the tall casements in the hyphens connecting the side wings contain the masks of men. The keystone over the front door contains the mask of a woman. the others contain a shell motif.



South Facade

The south elevation, which faces a formal garden, stands two stories on the east. It is three bays wide. French doors with 16 lights, framed by simple flat moldings, open from the guest room on the east and the gun room on the west. In the center is a blind panel topped by a molded segmental arch. There is a dormer, matching those on the front of the house, over each bay. Quoins frame the first floor. The one-story oval sun porch projects toward the west. It contains pairs of 10-lite French doors topped by a molded semicircular arch springing from Doric pilasters. The pairs are topped by a 6-lite fanlight. An ornamental keystone in the semicircular arch contains a woman's face. Stairs from each pair of French doors on the south facade step down to a shallow lawn with steps down to the formal garden. The arched openings in the oval room alternate with 10-lite tall glazed openings topped by an inset panel

with a blind opening surrounded by a flat molding. There is a pedestal at the bottom of the opening. A parapet wall tops the projecting room. Flat walls, which contain the French doors, alternate with curving sections that contain the 10-lite windows. Full height piers flank the arched openings.



West Facade

The west elevation, which overlooks a broad lawn, is--like the front facade--symmetrical. A projecting 1-story oval space, matching that in the southwest corner, is located on the north side of the house. connecting them are five bays. Each of the five bays on the first floor contains a pair of 12-lite French doors surrounded by a flat band. The center set of French doors is flanked by tall pedestals topped by fruit baskets like the four on the front of the house. There is a dormer with a pair of 3-lite casement windows topped by a segmental arch over each pair of French doors.

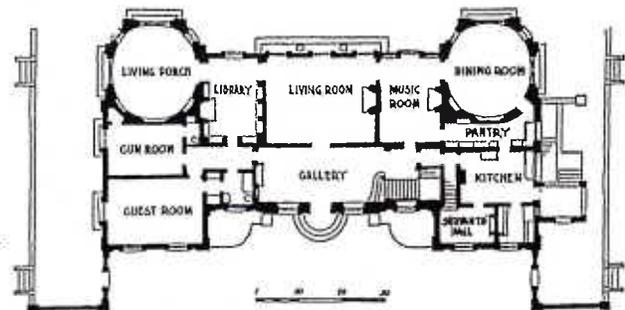
On the north side of the house, where the kitchen is located, there are double hung multilight windows. At the east end is a dilapidated kitchen porch with a flat roof. Lattice covered this wall, which is flanked by quoining. There are three dormers that match those on the rest of the house at the rooline. This is

the only elevation that was not designed as symmetrical. It was kept from view from the front of the house by a wing wall, matched by an identical one on the opposite side of the front of the house. Ghosts mark its location



East facade, showing ghost markings of wing wall.

The Poole House contains 17 rooms. Not counting bathrooms, there are nine on the first floor and 8 on the second. The plan of the first floor is laid out symmetrically. Rooms consist of an entrance gallery that opens into the living room, which is flanked by a library to the south and a music room to the north. To the north of the music room is an oval dining room. Balancing the dining room, on the south, is an oval living porch. These spaces are all connected by enfilade double doors on the west side. To



Plan for the Ralph Poole house.

PLATE 9

the south of the living porch is a gun room, a guest room, and a bathroom. These are connected by a short hallway from the entrance gallery. There is a bathroom on the east side of this hallway. To the east of the oval dining room are servants spaces, which consist of a kitchen, with a kitchen porch to the north. Originally the kitchen had a servants' dining Room and pantry to the east. The servants' dining room has been incorporated into the Kitchen. This is the only change to the floorplan of the house. The kitchen porch is in very poor condition and is being replaced by a sensitively-designed addition containing a mud room and breakfast room, sympathetic to the design of the house.

The second floor is accessed by a grand staircase located on the north side of the Gallery. There is a long stairhall that runs north-south. There are five family and three family bedrooms upstairs. The master bedroom is located on the south side of the house, overlooking the formal garden. It has a private bathroom. The southwest and northwest bedroom have a shared bath between them. The northeast and southeast bedroom also have a shared bathroom. At the north end stair landing, there is a servants' hallway with closets along one wall. There are three modestly-sized servants' bedrooms and on servant's bathroom. A service staircase accessing the kitchen and the basement is located at this end of the house.

The interior finishes in the major public spaces of the house are beautifully detailed. There are two paneled doors and many family rooms have rich moldings and/or are paneled. The entrance gallery space stands two stories. The floor is concrete, laid out in a black and white checkerboard pattern. The walls have decorative treatments that are Rococo in scale and design--delicate with curves and counter curves. At the south wall there are two symmetrical doors. One is a false door with six lights, the other is a matching door, which opens into a short hallway leading to the guest room, gun room and sun porch. There is a large mirror between these two doors. The grand staircase is located to the north. The gallery opens directly into the living room through double doors directly opposite the front door. French doors to the west lawn are directly beyond.

The living room is the largest space on the first floor. The floor is terrazzo in a charcoal hue. There are plaster paneled walls. In the center of the north wall is a fireplace with an aubergine-colored marble Louis XV Rococo fireplace mantel--characterized by curves and counter curves with a shell motif in the center. To the south of the living room is the music room, which is partially paneled with ornament based on musical instruments. The paneling and fireplace and its mirrored overmantel are also Louis XV. The floor is oak. An article in the April, 1922, issue of *The Architectural Forum*, "The Domestic Architecture of Henry Corwith Dangler, Architect: Houses Designed by David Adler and Henry Dangler" describes the music room woodwork as "painted yellow with green lines, the rest of the walls being covered with old yellow damask."¹ The paneled oval dining room is located to the north of the music room.

There are two rooms on the other side of the living room: the library and the living porch. The library is also Louis XV. It has stained wood paneling with a grey/pink marble fireplace mantel and mirrored

¹ "The Domestic Architecture of Henry Corwith Dangler, Architect: Houses Designed by David Adler and Henry Dangler", *The Architectural Forum*. April, 1922

overmantel. Floors are wood. Bookshelves with radiused corners line the room. The oval sun porch is paneled with fabric wall covering. The most distinctive feature in the room is a wall-mounted fountain with a base in the shape of a shell. The wall is painted lattice work. Flooring is of hexagonal tile.

The rooms on the east side of the first floor--the gun room, the guest room, and the service spaces are simple and unornamented. Although the kitchen has been remodeled and expanded, the pantry retains its original configuration and contains historic cabinets.

On the second floor the stairs open onto a landing with concrete floor tile in the checkerboard pattern and ceiling molding that has radiused corners. The hallway is accessed through an elliptical arch. To the south is the central hallway. Bedrooms are located on either side. they are entered through two paneled doors with brass hardware. The southeast bedroom had a fireplace with a simple wood mantel. All of the trim is painted. Bathrooms have been remodeled. The service hallway is to the north of the staircase. There is storage along the west wall. The cabinetry, doors and door casings, baseboard and the balustrade to the service staircase are all varnished. The railing consists of simple pickets. Finishes in the service area are very simple and functional.

Site:

The Poole House is accessed off of Green Bay Road. The house faces east, with the front entrance opening onto a forecourt that is accessed from a straight road that is perpendicular to the house.



There is a service road leading from the main drive to a small 1-story garage and a two story coach house. The garage is non historic and the coach house has been enlarged. The northern two bays of the coach house date from about 1914. The addition to the south was done by Nancy Rich, the Poole's daughter c. 1962, when she purchased the house. The plans for the addition and an upstairs remodeling are in possession of the current owners.



A small greenhouse attached to the coach house was in very deteriorated condition and has been removed.



The service road also leads to the service side of the house--the north facade. A "kitchen Porch opens off this facade. Unlike the other facades of the house, the windows are not symmetrically placed. The porch is in very poor condition and will be removed and replaced by a sympathetic addition.



North Elevation

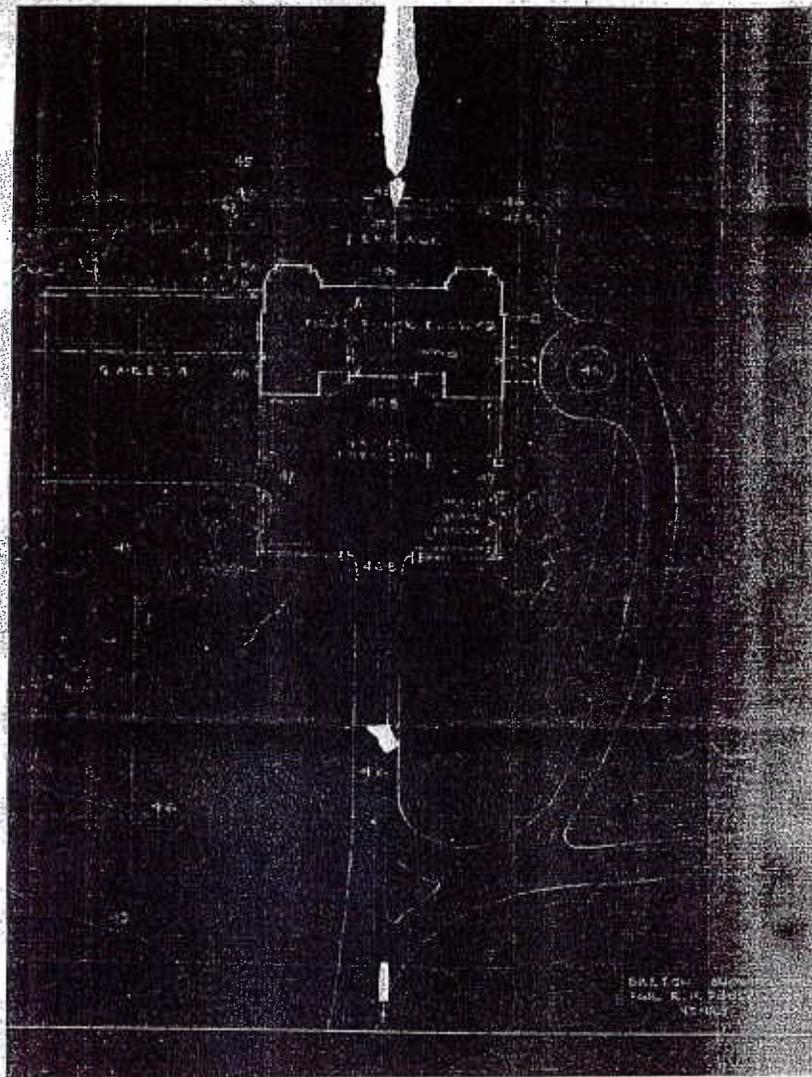
The west elevation faces a shallow terrace, that slopes down to an expansive lawn. At the bottom of the slope, to the south, there is a swimming pool with a small pool house located south of the pool. The pool was installed and the pool house built in 1961 by Nancy Rich.



West Elevation Grass Terrace

The south elevation access an area that once was formally landscaped.





The site plan for the land immediately surrounding the house is not very different from the way it was drawn by Henry Dangler.

Selected bibliography

- "\$4.3 Million Estate Left By R. H. Poole." *Chicago Daily Tribune*, May 8, 1962.
- Cahan, Rich. "The Glory that was David Adler." *The Independent Register*, April 15, 1976
- Country House for Ralph Poole Esq. at Lake Forest, Illinois, Henry C. Dangler, Architect, Chicago, Illinois, July 17, 1913.
- Frederick Law Olmsted Archives, Brookline, Mass. Job #05343 #07 Private Estates/Homesteads. Ralph H. Poole. Landscape drawings (18) dated 1911-1914.
- "A French Chateau for Illinois," *House and Garden*, 50, September, 1926
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- "Poole", Ralph Hutchinson. . *Who's Who in Chicago*. Chicago: A. N. Marquis Company, 1936
- "Poole, Ralph Hutchinson". United States Federal Census: 1900, 1910, 1920, 1930, 1940. Ancestry.com
- " Plan Private Services for Ralph H. Poole, Engineer, Ravinia Aid, Dies at 82", *Chicago Tribune*. January 12, 1961.
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- Salny, Stephen. *The Country Houses of David Adler*. New York: W. W. Norton & Company, 2001

WARRANTY DEED
Statutory (ILLINOIS)
(Individual to Individual)

THE GRANTORS, CARL M. ZAPFFE
and **SANDRA LYNN ZAPFFE**, Husband
and Wife, of 1010 Green Bay Road, Lake Bluff,
Illinois, County of Lake,
for and in consideration of TEN AND
NO/100 DOLLARS, and other good and
valuable consideration in hand paid
CONVEY and WARRANT to
TRENT WISEHART, of the State of Illinois,
County of Lake

(The Above Space for
Recorder's Use Only)

the following described Real Estate situated in the County of Lake, in the State of Illinois, to wit:

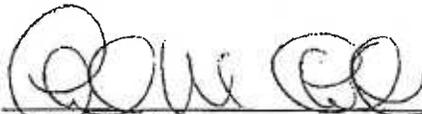
SEE LEGAL DESCRIPTION ATTACHED HERETO
AND HEREBY MADE A PART HEREOF

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws
of the State of Illinois.

Permanent Real Estate Index Number(s): 12-17-300-019 and 12-17-300-020
Address of Real Estate: 1010 Green Bay Rd., Lake Bluff, IL 60044

SUBJECT TO: general real estate taxes not due and payable at the time of Closing; covenants,
conditions, and restrictions of record, and building lines and easements, if any, provided they do
not interfere with the current use and enjoyment of the Real Estate.

DATED this 15th day of January, 2014.



Carl M. Zapffe

Sandra Lynn Zapffe



LOAN POLICY OF TITLE INSURANCE
Issued by
CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 - NW7107956

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason by:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

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AMERICAN
LAND TITLE
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LOAN POLICY OF TITLE INSURANCE

ORDER NUMBER: 1409 - NW7107956

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
 - (a) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
 - (b) failure of any person or Entity to have authorized a transfer or conveyance;
 - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
 - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor or material arising from construction of an improvement or work related to the Land when the improvement or work is either
 - (i) contracted for or commenced on or before Date of Policy; or
 - (ii) contracted for, commenced or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
 - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
 - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or a judgment or lien creditor.

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LOAN POLICY OF TITLE INSURANCE

ORDER NUMBER: 1409 - NW7107956

- 14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY HAS CAUSED THIS POLICY TO BE SIGNED AND SEALED BY IT DULY AUTHORIZED OFFICERS.

Issued By:
MICHAEL Z MARGOLIES
4709 W GOLF RD - SUITE 475
SKOKIE, ILLINOIS 60076
Refer Inquiries To:

(847)329-9240

CHICAGO TITLE INSURANCE COMPANY



By: *Raymond R. Quirk*
Raymond R. Quirk
President

By: *Michael Cravalle*
Michael Cravalle
Secretary

Countersigned
Michael Z Margolies
Authorized Signatory

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (2006)

SCHEDULE A

ORDER NUMBER: 1409 - NW7107956

DATE OF POLICY: MARCH 7, 2014

ISSUED BY:

AMOUNT OF INSURANCE: \$1,207,500.00

MICHAEL Z MARGOLIES
4709 W GOLF RD - SUITE 475

LOAN NUMBER: 001191826

SKOKIE, ILLINOIS 60076

PHONE: (847)329-9240 FAX: (847)329-9450

YOUR LOAN REFERENCE: ZAPFFE;1010 GREEN BAY RD, LAKE BLUFF

1. NAME OF INSURED:

WINTRUST MORTGAGE, A DIVISION OF BARRINGTON BANK AND TRUST CO., N.A., ITS
SUCCESSORS AND/OR ASSIGNS

2. THE ESTATE OR INTEREST IN THE LAND THAT IS ENCUMBERED BY THE INSURED MORTGAGE IS:
FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE IS VESTED IN:
TRENT WISEHART

4. THE INSURED MORTGAGE, AND ITS ASSIGNMENTS, IF ANY, ARE DESCRIBED AS FOLLOWS:
MORTGAGE DATED FEBRUARY 28, 2014 AND RECORDED MARCH 7, 2014 AS DOCUMENT NO. 7082400,
MADE BY TRENT WISEHART, A MARRIED MAN, TO WINTRUST MORTGAGE, A DIVISION OF
BARRINGTON BANK AND TRUST CO. N.A., IN THE AMOUNT OF \$1,207,500.00.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (2006)

SCHEDULE A (CONTINUED)

ORDER NUMBER: 1409 - NW7107956

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CURVING CENTER LINE OF GREEN BAY ROAD AND THE NORTH LINE OF THE SOUTH 30 ACRES OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17; THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 30 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, 933.00 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF THE SOUTH 30 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, 370.00 FEET; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE 180.28 FEET, MORE OR LESS, TO A POINT ON A LINE 470.00 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17 AND 150.00 FEET EAST OF THE AFOREMENTIONED PERPENDICULAR LINE EXTENDED STRAIGHT NORTH; THENCE EAST ALONG SAID LINE 470.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 30 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, 345.00 FEET TO A POINT 364.31 FEET, MORE OR LESS, WESTERLY OF THE CURVING CENTER LINE OF GREEN BAY ROAD; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE 476.95 FEET, MORE OR LESS, TO A POINT ON SAID CURVING CENTER LINE OF GREEN BAY ROAD 225.00 FEET NORTHERLY (MEASURED ALONG SAID CURVING CENTER LINE) OF THE POINT OF BEGINNING; AND THENCE SOUTHERLY ALONG SAID CURVING CENTER LINE OF GREEN BAY ROAD 225.00 FEET TO THE POINT OF BEGINNING SUBJECT (EXCEPT THAT PART TAKEN IN 85ED13)

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (2006)

SCHEDULE B - PART I

ORDER NUMBER: 1409 - NW7107956

EXCEPTIONS FROM COVERAGE

EXCEPT AS PROVIDED IN SCHEDULE B - PART II, THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) THAT ARISE BY REASON OF:

B 1. TAXES FOR THE YEARS 2013 AND 2014

TAXES FOR THE YEARS 2013 AND 2014 ARE NOT YET DUE OR PAYABLE.

PERMANENT INDEX NUMBER: 12-17-300-019 (1 OF 2).

NOTE: TAXES FOR THE YEAR 2012, AMOUNTING TO \$51,275.83 ARE PAID OF RECORD.

C 2. TAXES FOR THE YEARS 2013 AND 2014.

TAXES FOR THE YEARS 2013 AND 2014 ARE NOT YET DUE OR PAYABLE.

PERMANENT INDEX NUMBER: 12-17-300-020 (2 OF 2).

DUE TO THE \$150 EXCLUSION LAW, 35 ILCS 200/18-40, THERE IS NO AMOUNT DUE FOR THE 2012 TAX YEAR.

W 3. ASSIGNMENT OF RENTS RECORDED APRIL 17, 2014 AS DOCUMENT NO. 7092543 MADE BY TRENT WISEHART, A MARRIED MAN TO LAKE FOREST BANK & TRUST.

G 4. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.
NOTE EMINENT DOMAIN PROCEEDING 85ED13 AND RIGHTS OF THE PUBLIC AND OF THE STATE OF ILLINOIS IN AND TO SO MUCH OF THE LAND HEREIN AS DEDICATED FOR ROAD PURPOSES PURSUANT TO SAID PROCEEDING.

H 5. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.

I 6. RIGHTS OF THE PUBLIC AND THE ADJOINING OWNERS TO THE FREE AND UNOBSTRUCTED FLOW OF THE WATERS OF THE STREAM FLOWING THORUGH THE LAND HEREIN.

J 7. RIGHTS OF THE PUBLIC AND OF THE STATE OF ILLINOIS IN AND TO SO MUCH OF THE LAND HEREIN AS DEDICATED FOR ROAD PURPOSES SHOWN ON THE PLAT OF SURVEY RECORDED OCTOBER 17, 1984 AS DOCUMENT 2316666.

CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (2006)

SCHEDULE B - PART I

ORDER NUMBER: 1409 - NW7107956

EXCEPTIONS FROM COVERAGE

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (2006)

SCHEDULE B - PART I

ORDER NUMBER: 1409 - NW7107956

EXCEPTIONS FROM COVERAGE

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NOTE EMINENT DOMAIN PROCEEDING 85ED13 AND RIGHTS OF THE PUBLIC AND OF THE STATE OF ILLINOIS IN AND TO SO MUCH OF THE LAND HEREIN AS DEDICATED FOR ROAD PURPOSES PURSUANT TO SAID PROCEEDING.

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CHICAGO TITLE INSURANCE COMPANY

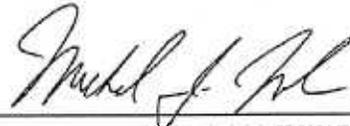
POLICY SIGNATURE PAGE

ORDER NUMBER: 1409 - NW7107956

THIS POLICY SHALL NOT BE VALID OR BINDING UNTIL SIGNED BY AN AUTHORIZED SIGNATORY.

CHICAGO TITLE INSURANCE COMPANY

BY



AUTHORIZED SIGNATORY

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (2006)

ORDER NUMBER: 1409 - NW7107956

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) **Any law**, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) **not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;**
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

CONDITIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "Amount of Insurance": the amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of

(i) the amount of the principal disbursed as of Date of Policy;

(ii) the amount of the principal disbursed subsequent to Date of Policy;

(iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;

(iv) interest on the loan;

(v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;

(vi) the expenses of foreclosure and any other costs of enforcement;

(vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before

the acquisition of the estate or interest in the Title;

(viii) the amounts to pay taxes and insurance; and

(ix) the reasonable amounts expended to prevent deterioration of improvements; but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.

(e) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;

(B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;

(C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(D) successors to an Insured by its conversion to another kind of Entity;

(E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured, or

(3) if the grantee is wholly-owned by an affiliated Entity of the named

Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;

(F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;

(ii) With regard to (A), (B), (C), (D), and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.

(f) "Insured Claimant": An Insured claiming loss or damage.

(g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.

(h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

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CHICAGO TITLE INSURANCE COMPANY

LOAN POLICY (2006)

ORDER NUMBER: 1409 - NW7107956

(j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(l) "Title": The estate or interest described in Schedule A.

(m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of the Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS.

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS.

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of

the Company and to produce for examination, inspection and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a) (i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

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(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of

(i) the Amount of Insurance,

(ii) the Indebtedness,

(iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or

(iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.

(d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.

(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Insured's Rights and Limitations

(i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

(c) The Company's Rights Against Noninsured Obligors

The Company's right of subrogation includes the Insured's rights against noninsured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(f) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guaranty, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

13. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

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14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

16. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its

conflicts of Law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

17. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at

CHICAGO TITLE INSURANCE COMPANY
National Claims Administration
P.O. Box 45023
Jacksonville, FL 32232-5023

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AMERICAN
LAND TITLE
ASSOCIATION



ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
ORDER NUMBER: 1409 - NW7107956

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT 9-06 - RESTRICTIONS, ENCROACHMENTS, MINERALS - LOAN POLICY

1. THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS SUBJECT TO THE EXCLUSIONS IN SECTION 5 OF THIS ENDORSEMENT; AND THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS IN THE POLICY.
2. FOR THE PURPOSES OF THIS ENDORSEMENT ONLY:
 - a. "COVENANT" MEANS A COVENANT, CONDITION, LIMITATION OR RESTRICTION IN A DOCUMENT OR INSTRUMENT IN EFFECT AT DATE OF POLICY.
 - b. "IMPROVEMENT" MEANS AN IMPROVEMENT, INCLUDING ANY LAWN, SHRUBBERY, OR TREES, AFFIXED TO EITHER THE LAND OR ADJOINING LAND AT DATE OF POLICY THAT BY LAW CONSTITUTES REAL PROPERTY.
3. THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF:
 - a. A VIOLATION OF A COVENANT THAT:
 - i. DIVESTS, SUBORDINATES, OR EXTINGUISHES THE LIEN OF THE INSURED MORTGAGE,
 - ii. RESULTS IN THE INVALIDITY, UNENFORCEABILITY OR LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE, OR
 - iii. CAUSES A LOSS OF THE INSURED'S TITLE ACQUIRED IN SATISFACTION OR PARTIAL SATISFACTION OF THE INDEBTEDNESS;
 - b. A VIOLATION ON THE LAND AT DATE OF POLICY OF AN ENFORCEABLE COVENANT, UNLESS AN EXCEPTION IN SCHEDULE B OF THE POLICY IDENTIFIES THE VIOLATION;
 - c. ENFORCED REMOVAL OF AN IMPROVEMENT LOCATED ON THE LAND AS A RESULT OF A VIOLATION, AT DATE OF POLICY, OF A BUILDING SETBACK LINE SHOWN ON A PLAT OF SUBDIVISION RECORDED OR FILED IN THE PUBLIC RECORD, UNLESS AN EXCEPTION IN SCHEDULE B OF THE POLICY IDENTIFIES THE VIOLATION; OR
 - d. A NOTICE OF A VIOLATION, RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, OF AN ENFORCEABLE COVENANT RELATING TO ENVIRONMENTAL PROTECTION DESCRIBING ANY PART OF

CONTINUED

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
ORDER NUMBER: 1409 - NW7107956

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

THE LAND AND REFERRING TO THAT COVENANT, BUT ONLY TO THE EXTENT OF THE VIOLATION OF THE COVENANT REFERRED TO IN THAT NOTICE, UNLESS AN EXCEPTION IN SCHEDULE B OF THE POLICY IDENTIFIES THE NOTICE OF THE VIOLATION.

4. THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY REASON OF:

a. AN ENCROACHMENT OF:

- i. AN IMPROVEMENT LOCATED ON THE LAND, AT DATE OF POLICY, ONTO ADJOINING LAND OR ONTO THAT PORTION OF THE LAND SUBJECT TO AN EASEMENT; OR
- ii. AN IMPROVEMENT LOCATED ON ADJOINING LAND ONTO THE LAND AT DATE OF POLICY
UNLESS AN EXCEPTION IN SCHEDULE B OF THE POLICY IDENTIFIES THE ENCROACHMENT OTHERWISE INSURED AGAINST IN SECTIONS 4.a.i. OR 4.a.ii.;

b. A FINAL COURT ORDER OR JUDGEMENT REQUIRING THE REMOVAL FROM ANY LAND ADJOINING THE LAND OF AN ENCROACHMENT IDENTIFIED IN SCHEDULE B; OR

c. DAMAGE TO AN IMPROVEMENT LOCATED ON THE LAND, AT DATE OF POLICY:

- i. THAT IS LOCATED ON OR ENCROACHES ONTO THAT PORTION OF THE LAND SUBJECT TO AN EASEMENT EXCEPTED IN SCHEDULE B, WHICH DAMAGE RESULTS FROM THE EXERCISE OF THE RIGHT TO MAINTAIN THE EASEMENT FOR THE PURPOSE FOR WHICH IT WAS GRANTED OR RESERVED; OR
- ii. RESULTING FROM THE FUTURE EXERCISE OF A RIGHT TO USE THE SURFACE OF THE LAND FOR THE EXTRACTION OR DEVELOPMENT OF MINERALS OR ANY OTHER SUBSURFACE SUBSTANCES EXCEPTED FROM THE DESCRIPTION OF THE LAND OR EXCEPTED IN SCHEDULE B.

5. THIS ENDORSEMENT DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES, OR EXPENSES) RESULTING FROM:

- a. ANY COVENANT CONTAINED IN AN INSTRUMENT CREATING A LEASE;
- b. ANY COVENANT RELATING TO OBLIGATIONS OF ANY TYPE TO PERFORM MAINTENANCE, REPAIR, OR REMEDIATION ON THE LAND;
- c. EXCEPT AS PROVIDED IN SECTION 3.d, ANY COVENANT RELATING TO ENVIRONMENTAL PROTECTION OF ANY KIND OR NATURE, INCLUDING HAZARDOUS OR TOXIC MATTERS, CONDITIONS, OR SUBSTANCES;

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- d. CONTAMINATION, EXPLOSION, FIRE, FRACTURING, VIBRATION, EARTHQUAKE OR SUBSIDENCE; OR
- e. NEGLIGENCE BY A PERSON OR AN ENTITY EXERCISING A RIGHT TO EXTRACT OR DEVELOP MINERALS OR OTHER SUBSURFACE SUBSTANCES.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

ENDORSEMENT

ATTACHED TO AND FORMING A PART OF
ORDER NUMBER: 1409 - NW7107956

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 8.1-06

THE INSURANCE AFFORDED BY THIS ENDORSEMENT IS ONLY EFFECTIVE IF THE LAND IS USED OR IS TO BE USED PRIMARILY FOR RESIDENTIAL PURPOSES.

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF LACK OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE OVER

- (A) ANY ENVIRONMENTAL PROTECTION LIEN THAT, AT DATE OF POLICY, IS RECORDED IN THOSE RECORDS ESTABLISHED UNDER STATE STATUTES AT DATE OF POLICY FOR THE PURPOSE OF IMPARTING CONSTRUCTIVE NOTICE OF MATTERS RELATING TO REAL PROPERTY TO PURCHASERS FOR VALUE AND WITHOUT KNOWLEDGE, OR IS FILED IN THE RECORDS OF THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT IN WHICH THE LAND IS LOCATED, EXCEPT AS SET FORTH IN SCHEDULE B;
- (B) ANY ENVIRONMENTAL PROTECTION LIEN PROVIDED BY ANY STATE STATUTE IN EFFECT AT DATE OF POLICY, EXCEPT ENVIRONMENTAL PROTECTION LIENS PROVIDED BY THE FOLLOWING STATE STATUTES:

65 ILCS 5/11-31-1(f).

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

ENDORSEMENT

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ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

ALTA ENDORSEMENT FORM 6-06

THE COMPANY INSURES AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED BY REASON OF:

1. THE INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE RESULTING FROM ITS PROVISIONS THAT PROVIDE FOR CHANGES IN THE RATE OF INTEREST.
2. LOSS OF PRIORITY OF THE LIEN OF THE INSURED MORTGAGE AS SECURITY FOR THE UNPAID PRINCIPAL BALANCE OF THE LOAN, TOGETHER WITH INTEREST AS CHANGED IN ACCORDANCE WITH THE PROVISIONS OF THE INSURED MORTGAGE, WHICH LOSS OF PRIORITY IS CAUSED BY THE CHANGES IN THE RATE OF INTEREST.

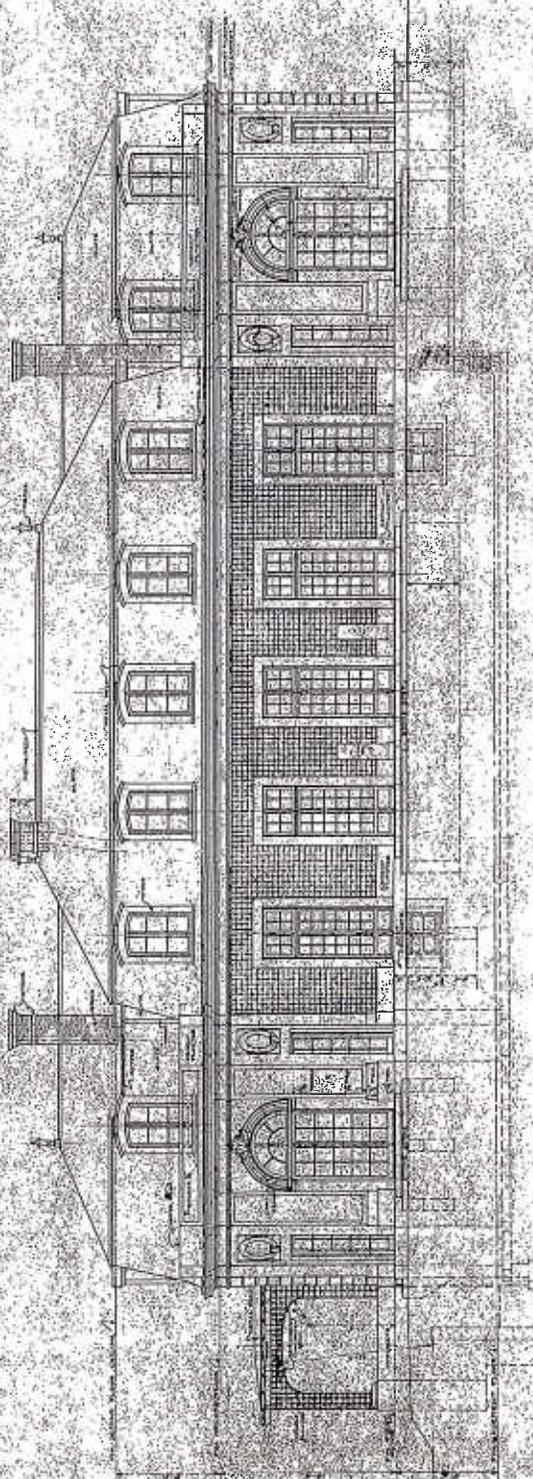
"CHANGES IN THE RATE OF INTEREST", AS USED IN THIS ENDORSEMENT, SHALL MEAN ONLY THOSE CHANGES IN THE RATE OF INTEREST CALCULATED PURSUANT TO THE FORMULA PROVIDED IN THE INSURED MORTGAGE AT DATE OF POLICY.

THIS ENDORSEMENT DOES NOT INSURE AGAINST LOSS OR DAMAGE BASED UPON:

1. USURY, OR
2. ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.

THIS ENDORSEMENT IS ISSUED AS PART OF THE POLICY. EXCEPT AS IT EXPRESSLY STATES, IT DOES NOT (I) MODIFY ANY OF THE TERMS AND PROVISIONS OF THE POLICY, (II) MODIFY ANY PRIOR ENDORSEMENTS, (III) EXTEND THE DATE OF POLICY, OR (IV) INCREASE THE AMOUNT OF INSURANCE. TO THE EXTENT A PROVISION OF THE POLICY OR A PREVIOUS ENDORSEMENT IS INCONSISTENT WITH AN EXPRESS PROVISION OF THIS ENDORSEMENT, THIS ENDORSEMENT CONTROLS. OTHERWISE, THIS ENDORSEMENT IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS OF THE POLICY AND OF ANY PRIOR ENDORSEMENTS.

*Country House for Ralph Park Esq
at Lake Forest Manor*

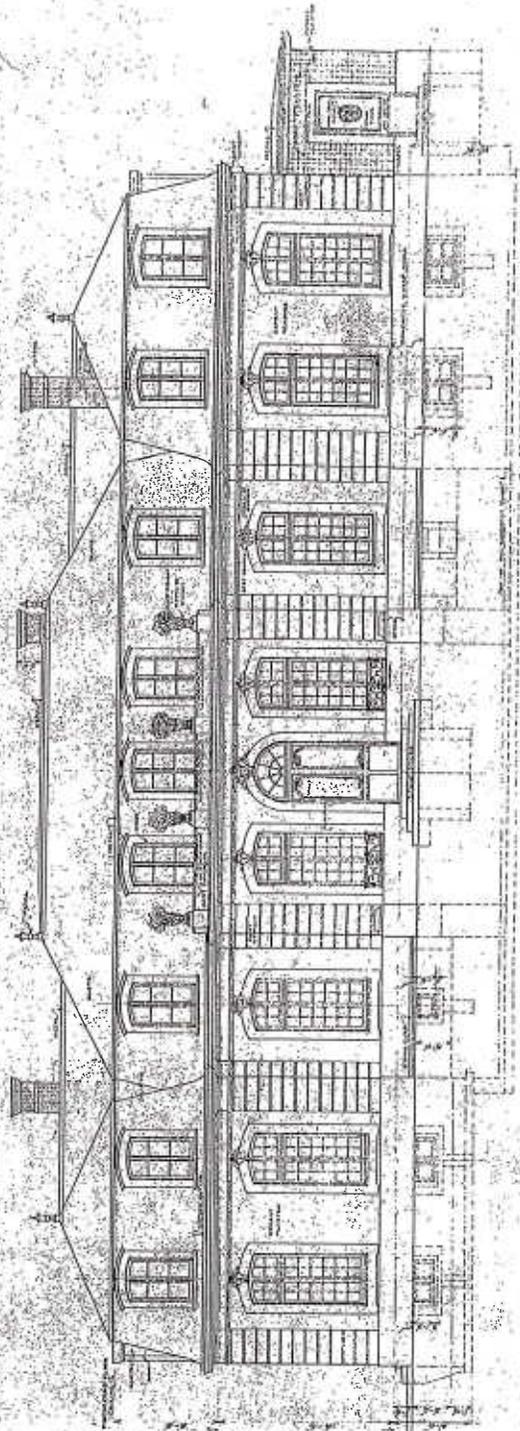


West Elevation

*Henry C. Douglas, Architect
Chicago, Ill.
July 10, 1892. Plan 2.*

Scale of 1/4" = 1'-0"

*Country House for Ralph Lake Esq
at Lake Forest Illinois*



East Elevation

Scale of 1/4" = 1' 0"

*Henry C. Drington Architect
Chicago Illinois
July 17, 1882. Sheet 1.*

Part VIII: Statement of Significance

The Ralph Poole House is architecturally significant and meets a number of Landmark Designation Criteria. The building and site have significant character, interest and value as part of the historic, aesthetic and architectural characteristics of the Village, State and the United States because of its artistry, style and association with David Adler. It has the distinguishing characteristics of French Eclectic residential architecture--specifically the 18th Century Rococo period of Louis XV. The building and site embody elements of design, detailing and craftsmanship of exceptional quality. In addition, it has excellent integrity, having undergone almost no exterior alterations since it was constructed. There are relatively few examples of French Eclectic architecture throughout the North Shore, when compared to other revival styles. The only comparable house in Lake Bluff, also designed by David Adler and modeled after a French Manor House, is the Mrs. Carolyn Morse Ely House, at 111 Moffett.

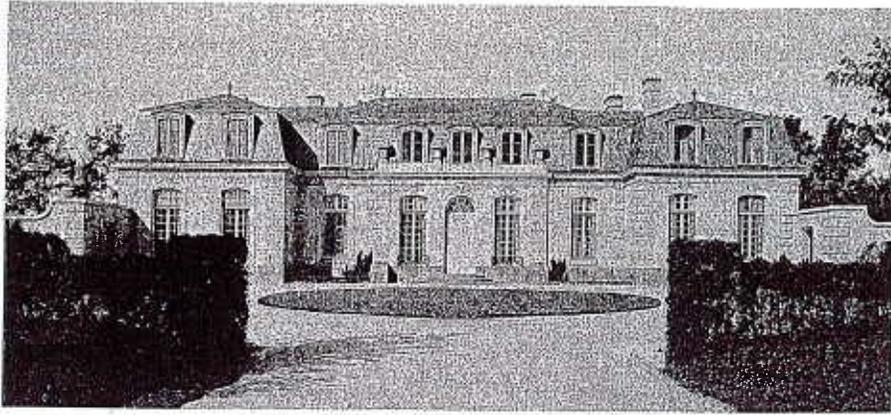
The Ralph H. Poole House, a stunning French Eclectic style manor house, was built over a three year period from 1911-1914. Designed by David Adler, the drawings for the house, because Adler did not have a license, were signed by his partner, Henry Dangler.¹ Poole engaged the Olmsted Brothers, son and step son of Frederick Law Olmsted, to design the landscape for the house.² Numerous letters were exchanged between the Olmsteds and Poole over design of the landscape, plant material, location of gardens and terraces in relation to the house, even suggestions on the style of the house and its orientation on the site.³ One letter, dated June, 1914, from Poole to the Olmsteds, states that the house is almost done and the wing walls are being built.⁴

¹ Adler was not licensed He never did pass the Illinois state architectural licensing exam, and both Dangler and Robert Work, Adler's partner between 1917 and 1928, were licensed and able to sign drawings. In 1928, with an impressive array of recommendations from clients as well as fellow architects, the examining board granted Adler a license.

² Olmsted Bros. was formed in 1898 by Frederick Law Olmsted, Jr. (1870-1957) and his half-brother John Charles Olmsted (1852-1920). Olmsted, Sr. had retired in 1898. Olmsted Bros. was the largest landscape architecture practice in the United States in the early twentieth century, with a portfolio that included roadways, state capitols, planned communities, libraries, hospitals, and academic campuses.

³ Apparently David Adler had originally designed a house in the style of Louis XIV. There is a letter from the Olmsteds to Poole suggesting that a 17th Century country house would call for a "grandiose formal setting, which would mean a huge expenditure. Poole's March 4, 1912, response was "We have come to the same conclusions you have in regard to the Louis XIV style", that it "would not...be acceptable to our needs." The Olmsteds had also suggested reversing Adler's plan, "to throw the kitchen, service yard, etc. to the north and leave the pleasanter southern exposure for the use of the family." Poole responded, "We can easily take the house plan and reverse it so that the kitchen wing will be on the north side instead of the south." No drawings showing earlier designs by Adler's firm have been located. The house, as designed, is Louis XV, not at all "grandiose."

⁴ These letters are all catalogued and located in the Lake Forest-Lake Bluff Historical Society.



East Facade. Special Collections, Lake Forest College

The Poole House is an eloquent example of the French Eclectic style of architecture. The style, was popular beginning in the early teens and remained so until the end of World War II, in the mid 1940s. It differed considerably from the more massive and pretentious Chateausque style of the 1880s and 1890s.⁵ In their book on architectural styles, *A Field Guide to American Houses*, Virginia and Lee McAlester note that what they called “the French Eclectic style”, was based on precedents provided by many centuries of French architecture. They classify the style into three subtypes, the symmetrical, the asymmetrical and the towered. The identifying features that they attribute as common to all three types of the style are tall, steeply pitched roofs, eaves that flare out at roof-wall junctures and brick, windows and/or doors topped by segmental arches, stone or stucco wall cladding, sometimes with half timbering.⁶ Slate roofs, corner quoining and full-length casement windows are common.⁷

With its steep slightly-flared roof--Mansard, a roof type common in French Eclectic buildings--and dormer windows topped by segmental arches, the Poole House, is an example of the symmetrical subtype of French Eclectic architecture. The house has an imposing roof; the entrance is at the center. The facade is generally formal, inspired by smaller French manor houses rather than grand chateaux or modest farmhouses.⁸ On the interior, paneled doors, moldings that incorporate curves and counter curves, and symmetry are typical.

David Adler (Dangler and Adler) : French Architecture

David Adler was a devoted Francophile, especially early in his career, during the teens and twenties, when he had just left the Ecole des Beaux-Arts in Paris and had spent time traveling extensively

⁵ A fine North Shore example of the Chateausque style is the Charles Gates Dawes House, 225 Greenwood Street, Evanston, designed in 1894 by Henry Edwards Ficken.

⁶ Virginia Savage McAlester, *A Field Guide to American Houses*. New York: Alfred A. Knopf, 2014.P.. 485.

⁷ *Ibid.* P. 486.

⁸ *Ibid.* P. 485.

throughout Europe.

Adler was born in 1882 in Milwaukee, the son of a successful clothing manufacturer. After graduating from Princeton University in 1904, he studied architecture at both the Polytechnic University in Munich and the Ecole. He enrolled at the Polytechnikum for three semesters in architecture, interspersed with architectural tours of Germany, Italy and France. From there, he entered L'ecole des Beaux-Arts, where he studied from 1906-1911. While in Paris, Adler made bicycle trips into the countryside of Italy, France and England. Although Adler has never been described as at all interested in the technical or structural aspect of architecture (which he delegated to others), he was a keen observer. According to Richard Pratt, Adler's first biographer, "His travels in Europe had not been frivolous activities, but a major part of his preparation; with his discerning eye and tenacious memory he was absorbing styles and detail he was to use so effectively."⁹

Adler never wrote letters home; instead, every place he went he picked up picture postcards--all architectural.¹⁰ Of the 500 or so postcards in his collection, the majority, 300, are of French buildings; 100 are from Germany; 50 are from England and 30-odd are from Italy. Pratt noted that all the cards, like the books of his extensive library (as well as his newspaper and magazine clippings), showed signs of handling, "as if they must have been in constant use long after Adler came to Chicago".¹¹ All served as important sources of inspiration for his country houses. In describing the cards, Pratt added that "Many of the French cards have rough sketches on the writing side, details of moldings, windows, doors".¹²

Adler's inspiration came from the years he spent, while attending school in France, traveling throughout Europe, but also from his library. Richard Pratt published Adler's architectural library, commenting that Adler "selected his architectural library with the same discrimination manifest in all his professional activities". He had hundreds of books on American, English, German, Italian, Spanish and French architecture. On French architecture alone, his library consisted of over 71 titles. Adler's collection included books on French city and country house architecture, on specific chateaux including the Petit Trianon at Versailles, on exterior and interior decorative treatments of the 17th and 18th Centuries, on French styles, and general histories of French architecture.¹³ Adler was well versed in historical styles. however, his designs

⁹ Richard Pratt. *David Adler*. New York: M. Evans and Company, 1970. P. 7.

¹⁰ These postcards are currently in the collection of the Adler Cultural Center, Libertyville, IL.

¹¹ *Ibid.*, P. 6

¹² *Ibid.*

¹³ Pratt. "Adler's Architectural Library". Pp. 203-217.

were his own original creations.¹⁴

Although French architecture never attained the degree of popularity that Tudor and Georgian Revival had on the North Shore, it received considerable attention nationally. All things French were very much in vogue between World Wars I and II. Several books were published and circulated on French architecture, including the 1924 *French Provincial Architecture as Shown in Various Examples of Town and Country Houses, Shops and Public Spaces Adaptable to American Conditions*, by Henry Oothort Milliken and Philip Goodwin.¹⁵ Filled with photos and measured drawings of 16th - 19th Century French manor houses, their book lauds French design. Magazine articles on French style also were plentiful. An item in the September, 1926, issue of *House and Garden* praised French design, stating "It has integrity, elegance and tradition, and it is designed for comfortable living."¹⁶ It was noted in the book *Versailles, the American Story*, that the children of fashionable New England families were taught French at home and were frequently sent to complete their studies at the Sorbonne in Paris. The expatriate American community was glittering. "Paris was *the* place to be."¹⁷

Adler's first commission, designed in 1911, during the time he was leaving the office of Howard Van Doren Shaw (but before he joined in partnership with Henry Dangler) was for his Uncle, Charles Stonehill. Dangler and Adler had both worked in the office of Howard Van Doren Shaw, age 42 at the time, and the premier country house architect of his generation in the Midwest.

The house Adler designed for Stonehill was named "Pierremont". Located at the north end of Glencoe on a bluff overlooking Lake Michigan, his design was modeled after the grand Louis XIII style Chateau de Balleroy in Normandy.¹⁸ Adler's friend, Abram Poole, designed murals for the house. During construction, Adler made at least one trip to France with his uncle in search of furniture and mantels for their home's 15 fireplaces. Stephen Salny, in his book, *The Country Houses of David Adler*, points out that the Stonehill House was "hailed by the *Architectural Record* in 1912 as the

¹⁴ *Ibid.*

¹⁵ Philip Lippincott Goodwin, who served as Chairman of the Department of Architecture and Industrial Design at New York's Museum of Modern Art between 1935 and 1940 is best known for his striking glass-front 1938 design, created with Edward Durrell Stone, for the building. Prior to 1930, however, he was much enamored with French architecture, designing his own house in Long Island in the French Renaissance Revival style, in 1919.

¹⁶ "A French Chateau for Illinois," *House and Garden*, 50, September, 1926, p. 104. This article is about the Oswald Douglas House in Lake Forest, designed by Russell S. Walcott.

¹⁷ Richard Pascale. *Versailles, the American Story*. Paris XXI: Alaindegourcuff, Editur, n.d.. pp. 113-4.

¹⁸ The house has been demolished and is currently the site of North Shore Congregation Israel. The temple was designed by Minoru Yamasaki, with an addition by Thomas Beebe.

finest country house of its scale in Chicago.¹⁹

At the Ecole, Adler was a friend of Abram Poole, as well as Henry C. Dangler, who was to become Adler's partner until his untimely death in 1917,²⁰ Pratt says they "formed a close threesome in Paris, which continued in Chicago and was broken only by Dangler's untimely death in 1917, which ended also a professional five year association between Dangler and Adler."²¹ Of the eighteen or so houses designed by Adler while he and Dangler were in partnership, three were singled out by Pratt: the 1913 Ralph Poole country house in Lake Bluff. He notes that it was a house "in the mood of the Chateau de Montgiron at Veillens in Normandy."²² The second is the 1915 row of four townhouses in the 2700 block of Lake Vies in Chicago--one for Dangler, one for architect Ambrose Cramer, who was in the Adler-Dangler office and one was for his friend painter Abram Poole.²³ These were modeled after 18th Century English row houses. The third project Pratt singled out was for Mr. and Mrs. Charles B. Pike; its design was modeled after an Italian villa.

Pratt describes the Poole House as follows:

Adler's delight in the fullness of Louis XV detailing is evident in this, one of his earliest houses. Its charm has increased over the years as it has acquired the patina which gives it verisimilitude. The creamy plaster walls are a foil for the restrained rococo ornamentation of the window heads, while the stone urns of fruit give gaiety and height to the entrance without impairing the function of the dormer windows.²⁴



Detail over front entrance, Poole House

¹⁹ Stephen Salny, *The Country Houses of David Adler*. New York: W. W. Norton & Company, 2001. P. 24. "Approach to house of Mr. C.A. Stonehill, Glencoe, Illinois." *Architectural Record*, 22, July, 1912.

²⁰ After Dangler's sudden death in 1917, Adler took the exam and failed it. Adler then selected Robert Work, another colleague from Shaw's office, as a partner. After Adler was licensed, in 1928,, he never again had a partner.

²¹ Pratt, Pp. 6-7. At the time Adler was unlicensed, so for building permit purposes, Dangler's name was on the plans generated from their office.

²² Pratt, P. 10.

²³ The fourth was for Mrs. Arthur Ryerson.

²⁴ Pratt p. 35.



The Mrs. Carolyn Morse Ely House, David Adler, 1923

From 1911, when Adler received his first commission from his uncle Stonehill, until 1926, when he completed drawings for the Albert D. Lasker Estate, he showed a particular interest in French architecture, often borrowing from particular precedents--yet adapting detailing to the client's needs and wishes and to the surrounding site. In addition to the Stonehill House, the Lasker House and the Poole House, he designed a second French-inspired house in Lake Bluff--the Mrs. Carolyn Morse Ely House, 111 Moffett. It was modeled after the Louis XV "La Lanterne", located in the park of Versailles, outside Paris.

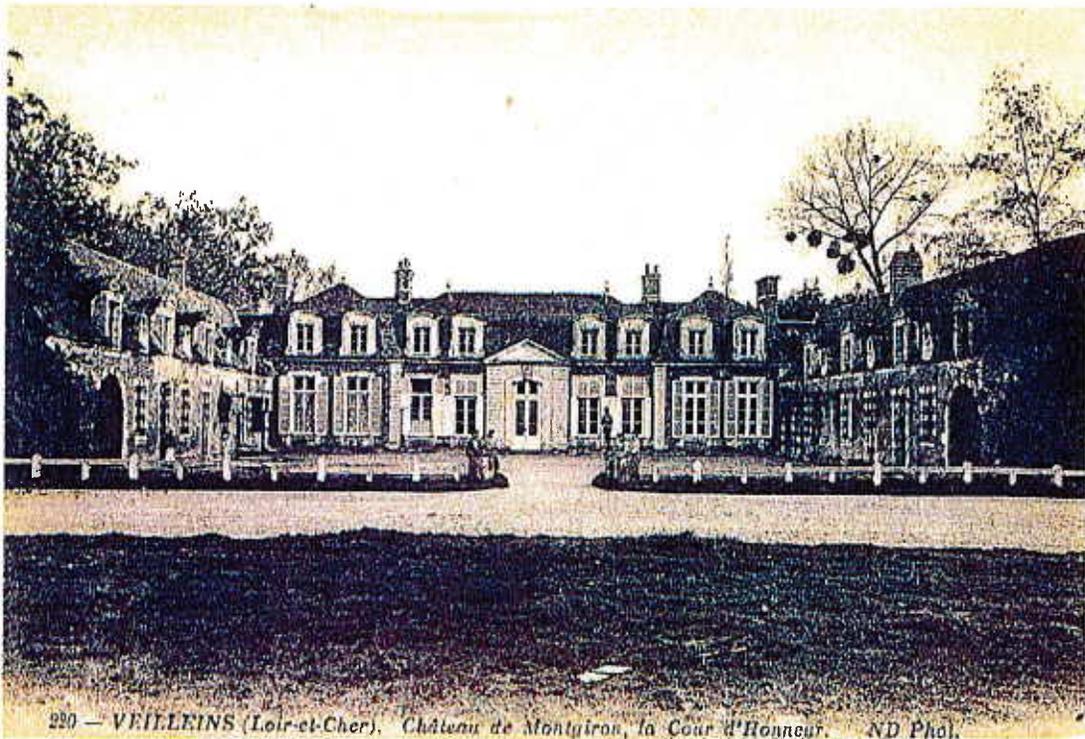
The Jesse Strauss House in Glencoe(1921), the Joseph Ryerson House (1921), the Robert Mandel House in Highland Park (1926) and his own remodeled house in Libertyville (1918-1941) were all inspired by French architecture.

Lake Bluff, in particular, has an extraordinary collection of Adler homes and buildings, including the William McCormick Blair House at Crab Tree Farm, the Lester Armour House on Arbor Drive (former address, Sheridan Road), the Ely House, and Shore Acres Country Club.²⁵ By 1920, Adler had, (along

²⁵ After a fire destroyed Shore Acres Country Club in????, it was reconstructed by architect Lawrence Booth.

with Shaw) become the architect of choice for the elite Presbyterian establishment. For those who sought the cachet of owning an Adler house, the architect's work in Lake Forest and Lake Bluff would have been architecture to emulate.

The Ralph Poole House, according to Richard Pratt, was designed "in the mood of the Chateau de Montgiron at Veillens."²⁶ Like this chateau, the Poole house is symmetrical, with a center entrance, has projecting pavilions and is topped by mansard roofs. Although the Poole House is stuccoed brick, not exposed brick with stone trim and is generally rectangular not U-shaped, both houses have dormers topped by segmental arches. Tall windows beneath the dormers flood the interior of the Poole House with light. Interestingly, Adler's design, with Rococo Louis XV touches displays an inviting grace absent from the more block-like massing of the 17th-18th Century chateau.



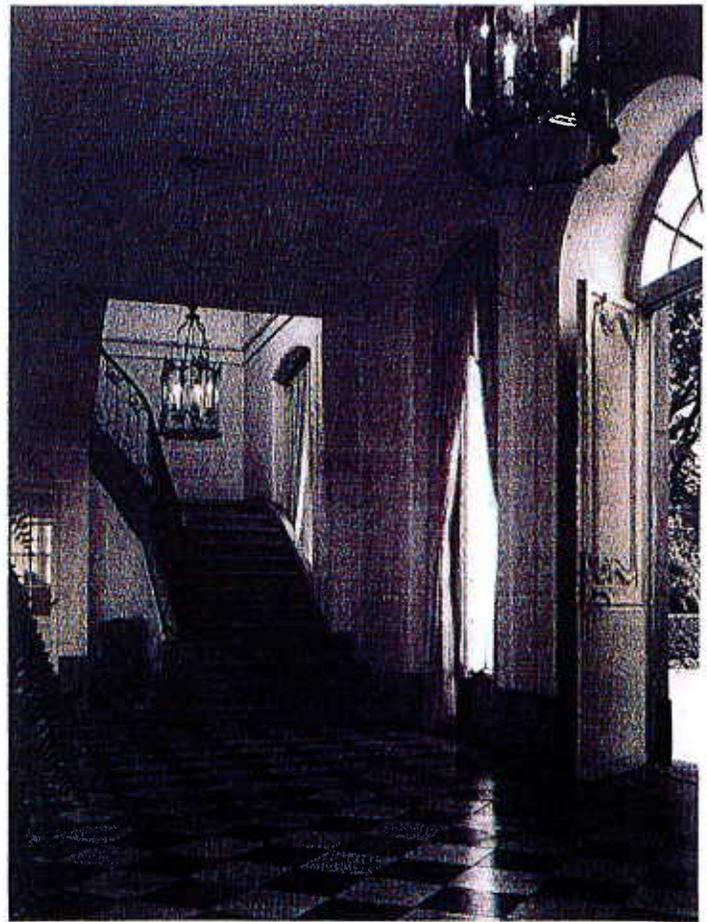
Postcard. Chateau de Montgiron at Veillens.

²⁶ Pratt, p. 10

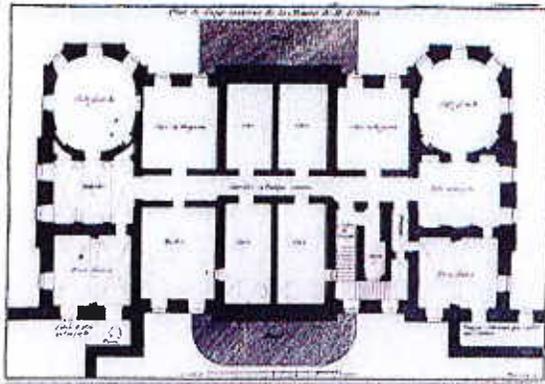
The interior stairhall very much resembles that in a very famous French manor house, the 18th Century Hotel Biron in Paris--built as home of sculptor Auguste Rodin and now the Musee Rodin. The entrance gallery, with its checkerboard floor pattern and grand stairs with wrought iron railings inspired the staircase at the Poole House. Like the Hotel Biron, the Poole House has two oval rooms symmetrically located on the garden facade. Hotel Biron, however stands 2-1/2 stories and is considerably larger and more elaborately detailed. Both floorplans are symmetrical but the Poole House is laid out very differently from its inspiration.



Musee Rodin, Rue de Varenne, Paris, France,
1730 Jean Aubert, architect

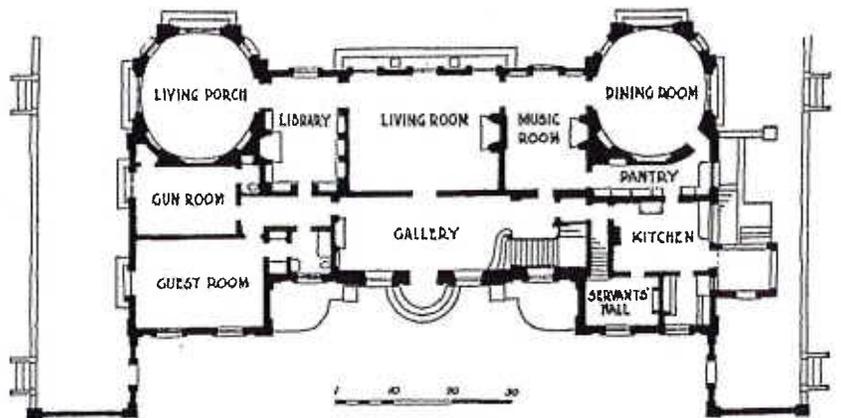


Ralph Poole House, entrance gallery



Musee Rodin, Rue de Varenne,
Paris, France,

1730 Jean Aubert, architect



Plan for the Ralph Poole house.

PLATE 9

Adler, always the eclectic, was brilliant in the artistic way he combined influences. He was a scrupulous designer--always meticulous about details. Pratt wrote, "Adler's sense of scale was uncanny. On an elevation drawing of a room with a scale of one half inch to the foot, he could detect a difference of one-twenty-fourth of an inch, which at full scale would be an inch."²⁷ Adler would tolerate no margin for error. The beauty of his work can be seen in Adler's drawings. There are twenty working drawings and photographs of the house and outbuildings as well as microfilm of the Poole House and out buildings in the collection of the Art Institute.²⁸ The owners also have a set. The Poole House reflects David Adler's keen sense of artistry and passion for French architecture. Adler's signature design features — symmetry, rooms laid out enfilade, elegant details, luxurious materials, exquisite sconces and lighting fixtures and, above all, an intuitive sense of proportion and order — are everywhere in evidence.

David Adler homes were immediately recognized for their style and grace, and he became known as the premier architect for the rich.²⁹ *The Chicago Daily News* society editor, Patricia Moore, in an article written in 1971, noted that "as status symbols go, a David Adler house makes a Rolls Royce look like a dime store purchase" and that "the esteem in which Adler designs are held by owners and admirers is nearly reverential".³⁰

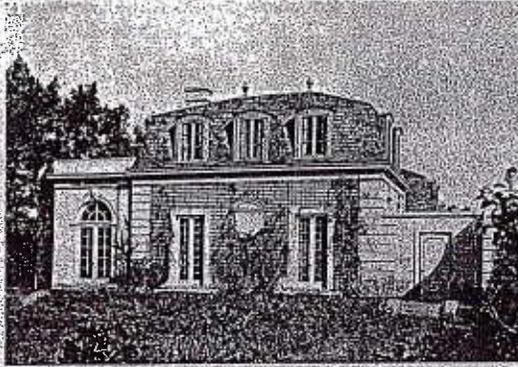
²⁷ Richard Pratt. *David Adler*. Pp. 18.

²⁸ "Poole, Ralph (Mr. and Mrs.)" *Finding Aid: The David Adler Archive at The Art Institute of Chicago, Architecture in Context*, Edited by Martha Thorne. Ca. 1998. P. 137.

²⁹ Rich Cahan, "The Glory that was David Adler." *The Independent Register*, April 15, 1976. P. 1B

³⁰ Patricia Moore. "Status: an Adler Home" *Chicago Daily News*, June 1, 1971.

The Poole House has been widely published, both early on and recently. There is a brief description and three photos in the April, 1922, issue of *The Architectural Forum*. One is of the garden facade showing the north end of the formal garden; one is a detail of the entrance facade on the forecourt. The third is a view northwest toward the staircase in the stairhall.



Garden Facade, House of Ralph H. Poole, Esq.

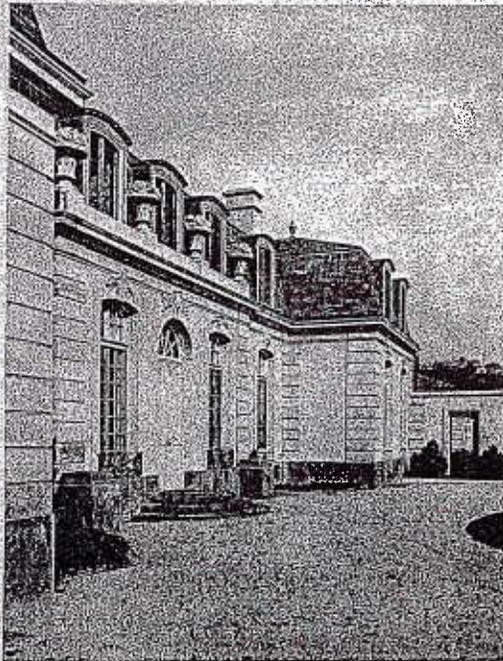
complement the architectural feeling of the room admirably. The dining room is especially bright and interesting in its color treatment. The walls are light green with wainscot and trim painted cream color; a gilded moulding outlines all the features of the room. The mantel is of Adam inspiration in white and Siena marble in contrast.

Two interiors are illustrated from Mrs. Arthur Ryerson's house, the largest of the group. The living room is in Georgian character, the detail and ornament reduced in scale to accord with the room size. The walls are paneled and painted a mellow green, and the decorative recesses for books are fitted with metal grilles. The dining room is extremely simple in its decorative treatment. The walls have large recessed panels formed in the plaster and are painted in biscuit color with the ornament of cornice and mantel and panel mouldings in a lighter tone.

The Charles Garfield King house, also in Chicago, is larger than those in the group but it indicates the same restraint in design. The exterior has a facing of Indiana limestone on the first story with dark brownish red brick above. The iron fence and balconies are painted dark green. The plan indicates generous sized rooms and the ceiling of the principal floor is high to contribute to the spaciousness. The excellent scale and dignity of the rooms on this floor may be noted in the view of the main hall. This room has a black terrazzo floor with brass inlay and walls painted a light green color, contrasted with the cream tone of the cornice and trim. The living room is a well studied interior based on English rooms of the period of Wren. The walls have the typical heavy moulded panels

and a carved overmantel, worked from pear wood. The paneling is painted a dull green with ornamented members in gold. Furniture and hangings are well chosen to accord in character with the architectural background.

The country houses designed by Messrs. Adler and Dangler are of no less distinction than their city houses. None of the houses illustrated is large, yet they have been successful in imparting to them unusual garden settings, charming vistas and spacious suites of rooms that are ordinarily achieved only in houses of far greater area. The Charles Burrell Pike house at Lake Forest shows well the imaginative quality that underlies their work. It is an ingenious grouping of an Italian paved court with a house of modest dimensions that gives an effect of great space. The lot on which it is located is shallow and borders Lake Michigan. The court with solid walls toward the road was designed to afford privacy. The sunken garden at the rear was the foundation of a former house, through which a cut was made



Detail of Entrance Facade on Forecourt
House of Ralph H. Poole, Esq., Lake Bluff, Ill.

Two books on Adler featured essays on the Ralph Poole house. The first was written by Richard Pratt, *David Adler*. New York: M. Evans and Company, 1970. The second was written by Stephen Salny, *The Country Houses of David Adler*. New York: W. W. Norton & Company, 2001. *Classic Country Estates of Lake Forest: Architecture and Landscape Designs, 1856-1940*, New York: W. W. Norton & Company, 2003, includes two photos and information on the house.

There is considerable archival information on the Poole property. In addition to the material at the Art Institute, the Lake Forest Lake Bluff Historical Society has correspondence between Ralph Poole and the Olmsted Brothers. There is also correspondence between Victoria Post Ranney and Nancy Rich, the Poole's daughter.³¹ The Olmsted Archives in Brookline, Massachusetts, has eighteen drawings dated 1911-1914 in their collection.³² There is also a survey sheet, in the office of the Illinois Historic Preservation Agency in Springfield, dating from the early 1970s, when the State of Illinois undertook the Illinois Historic Structures Survey.³³

Ralph H. Poole

David Adler's clients were Mr. and Mrs. (Marie) Ralph H. Poole. Ralph was the older brother of the artist, Abram Poole, who had been Adler's classmate at Princeton. When David Adler and Henry Dangler formed their practice together, this house was their first important residential commission.³⁴ Ralph Hutchinson Poole, according to the 1926 *Who's Who in Chicago*, dealt in farm mortgages.³⁵ He was born in Chicago in 1878. Like his brother and David Adler, he attended Princeton University, graduating in 1900. Immediately afterward, he went to work in the engineering department of the Chicago & North Western Railway; then, in 1902, he became a member of the Chicago Board of Trade. Two years later, he entered the farm mortgage business. In 1907, he married Marie Richards of Philadelphia. Hutchinson served as Vice president of the Allendale Association; was a member of the Board of Directors of the Military Training Camp Association. In addition to belonging to the Art Institute

³¹ Lake Forest-Lake Bluff Historical Society. 2005.38 Poole/Olmsted

³² Frederick Law Olmsted Archives, Brookline, Mass. Job #05343 #07 Private Estates/Homesteads. Ralph H. Poole. Landscape drawings (18) dated 1911-1914

³³ Illinois Historic Structures Survey (IHSS) Records at the Illinois Historic Preservation Agency, Springfield, IL

³⁴ Adler may have designed Stonehill while he was still employed by Howard Van Doren Shaw. In 1912, the year his firm designed the Poole House, they also built a Servants Lodge for Mr. and Mrs. Charles G. King in Lake Forest. "Catalogue Raisonné" Stephen M. Salny. *The Country Houses of David Adler*. New York: W. W. Norton & Company 2001. P.193.

³⁵ In a letter from Ralph Poole to the Olmsted Brothers, dating from 1913, Poole's stationery heading reads "Poole & Thompson, Farm Mortgages, 1610 Harris Trust Building, Chicago, Illinois".

of Chicago and the Chicago Historical Society, he was a member of the Chicago, Cliff Dwellers, and University club as well as the Onwentsia Country Clubs. His hobbies were tennis and golf.³⁶

Poole came from a distinguished Lake Forest family. His father was Abram Poole (Senior). Born in Johnstown, New York, in 1844, Abram Poole came to Chicago in 1864 and soon became one of Chicago's leading grain merchants. Marrying in 1869, he and his wife Mary came to Lake Forest and built their home, "Elsinore" on the bluffs overlooking Lake Michigan on two lots laid out by Almerin Hotchkiss between two ravines at the north end of Lake Forest in 1857. John D. Halsey points out in *A History of Lake County*, written in 1912, that Abram Poole's was the first of a long line of stately mansions lining the lake for three miles.³⁷ "Elsinore was demolished and replaced by the Mrs. Kersey Coates Reed House in 1930."³⁸

The 1900 Census records have Ralph, age 22, living with his parents (Abram and Mary Howe Poole), five brothers and sisters and six servants (a waitress, cook, coachman, maid, laundress and gardener), on Lake Avenue (later Lake Road) in Lake Forest.³⁹ The 1920 Census have Ralph and Marie R. Poole living in their home on Green Bay Road, with 4 children (Barbara, 10; Ralph, 8; Nancy, 4; and Richard, 2) and 7 servants (a nurse, chamber maid, waitress, cook, gardener, hired man and a superintendent and his wife and daughter.⁴⁰ The 1940 Census also has Ralph and Marie Poole living on Green Bay Road.⁴¹

Ralph Poole died on January 12, 1961; he was 82 years old. His *Chicago Tribune* obituary, titled "Plan Private Services for Ralph H. Poole, Engineer, Ravinia Aid, Dies at 82", notes that he died in his home on North Green Bay Road. He was described as a former civil engineer with the Chicago & North Western Railway, a member of the Chicago Board of Trade and a former mortgage broker. His obituary adds that he served on the Board of Ravinia when opera was produced there and since 1935 has served as a Trustee and as a member of the Executive Committee of the Ravinia Festival. He also was a member of the Board of the Orchestral Association and the Allendale School for Boys in Lake Villa. A few years after

³⁶ "Ralph Hutchinson Poole". *Who's Who in Chicago*. Chicago: A. N. Marquis Company, 1936. P. 698.

³⁷ John J. Halsey. *A History of Lake County*. Chicago. Harnegnies & Howell, 1912, "Township of Shields," P. 521.

³⁸ This information was taken from: Benjamin, Susan S. "Mrs. Kersey Coates Reed House", *National Register of Historic Places Registration Form*, 2001.

³⁹ "Ralph Poole" 1900 Federal Census. Ancestry.com

⁴⁰ "Ralph Poole." 1920 Census. Ancestry.com. This has Ralph's occupation listed as president of a painting company. There are often mistakes in the records. This may be the case, since his stationery in the Teens has him listed as a broker in farm mortgages. There was clearly a mistake in the 1910 Census. Ralph and Marie are shown renting a place on W. Walton Place (with one servant) and his occupation is listed as "Mail Carrier". It actually says "Mortgages". The 1930 Census, for some unexplained reason, has Ralph H. Poole at 220 Waukegan Road, at a residence valued at \$100,000. The form says, "lives at farm" and it says "no." Ralph H. Poole, 1930 Census. Ancestry.com.

⁴¹ "Ralph Poole" 1940 United States Federal Census. Ancestry.com

his graduation from Princeton, he founded the Midwinter Cotillions, a forerunner of the Bachelor and Benedicts Ball.⁴² The May 8, 1962 *Chicago Daily Tribune* reported that R. H. Poole left an estate of \$4,399,108.⁴³

Ownership of the Property

The Ralph H. Poole House originally stood on land that was part of the Dwyer Farm, owned by William and Mary Dwyer.⁴⁴ Poole's house was built on 40 acres, accessed by Green Bay Road. An 1861 Lake County map shows Mary Dwyer owning the property in 1861. In 1868, Dwyer transferred land to their daughter Ellen Strong (1837-1970), who transferred it to Townsend Smith in 1892. J. Howard Taylor bought the property from Townsend and Charlotte D. Smith on May 18, 1905. Ralph H. Poole purchased the property from J. Howard Taylor, November 21, 1910. Poole continued to own the property until 1961, when title was transferred to Poole's daughter, Nancy Poole Rich and her husband, Joseph E. Rich. She and her husband lived there until 1976, when the property was purchased by Carl Zapffe and his wife. In 2014, Trent Wisehart purchased the property, which consisted of 8 acres from the Carl M. and Sandra Lynn Zapffe.⁴⁵ Currently the house rests on 8 acres; the rest of the property has been subdivided.

⁴² " Plan Private Services for Ralph H. Poole, Engineer, Ravinia Aid, Dies at 82", *Chicago Tribune*. January 12, 1961.

⁴³ "\$4.3 Million Estate Left By R. H. Poole." *Chicago Daily Tribune*, May 8, 1962.

⁴⁴ In 1837, William and Mary Dwyer and her brother, Dr. Richard Murphy laid a claim to the property on the site and created what is known as the "Dwyer Settlement". It became the center of social, political, intellectual activity in the area. Dwyer served as the first road supervisor for this portion of Green Bay Road and as a tax collector. . There is a marker on North Green Bay Road, .2 miles north of Armour Woods, on the east side of the street. <http://nextexithistory.com/site/the-dwyer-settlement-in-lake-county-illinois/>

⁴⁵ This information is from title records--the Grantor-Grantee Index at the Lake County Recorder of Deeds. There are a few discrepancies. The Grantor-Grantee Index shows Mary Dwyer selling property to James Karney on October 24, 1849, but Karney is not shown as Grantor for 1870-1935.











9-14-4: LANDMARK DESIGNATION:

A. Criteria: The commission shall consider the criteria provided in this section in order to recommend a structure, building, site, or landscape for designation as a landmark.

1. General Considerations:

- a. The structure, building, site, or landscape has significant character, interest, or value as part of the historic, aesthetic, cultural, or architectural characteristics of the village, the state of Illinois, or the United States.
- b. The structure, building, site, or landscape is closely identified with a person or persons who significantly contributed to the development of the village, the state of Illinois, or the United States.
- c. The structure, building, site, or landscape involves the notable efforts of, or is the only known example of work by, a master builder, designer, architect, architectural firm, or artist whose individual accomplishment has influenced the development of the village, state of Illinois, or the United States.
- d. The unique location or singular physical characteristics of a structure, building, site, or landscape make it an established or familiar visual feature.
- e. The activities associated with a structure, building, site, or landscape make it a current or former focal point of reference in the village.
- f. The structure or building is of a type or is associated with a use once common but now rare, or is a particularly fine or unique example of a utilitarian structure and possesses a high level of integrity or architectural significance.
- g. The structure, building, site, or landscape is in an area that has yielded or is likely to yield historically significant information, or even prehistoric data.

2. Architectural Significance:

- a. The structure, building, site, or landscape represents certain distinguishing characteristics of architecture inherently valuable for the study of a time period, type of property, method of construction, or use of indigenous materials.
- b. The structure, building, site, or landscape embodies elements of design, detail, material, or craftsmanship of exceptional quality.
- c. The structure, building, site, or landscape exemplifies a particular architectural style in terms of detail, material, and workmanship which has resulted in little or no alteration to its original construction.
- d. The structure, building, site, or landscape is one of the few remaining examples of a particular architectural style and has undergone little or no alteration since its original construction.

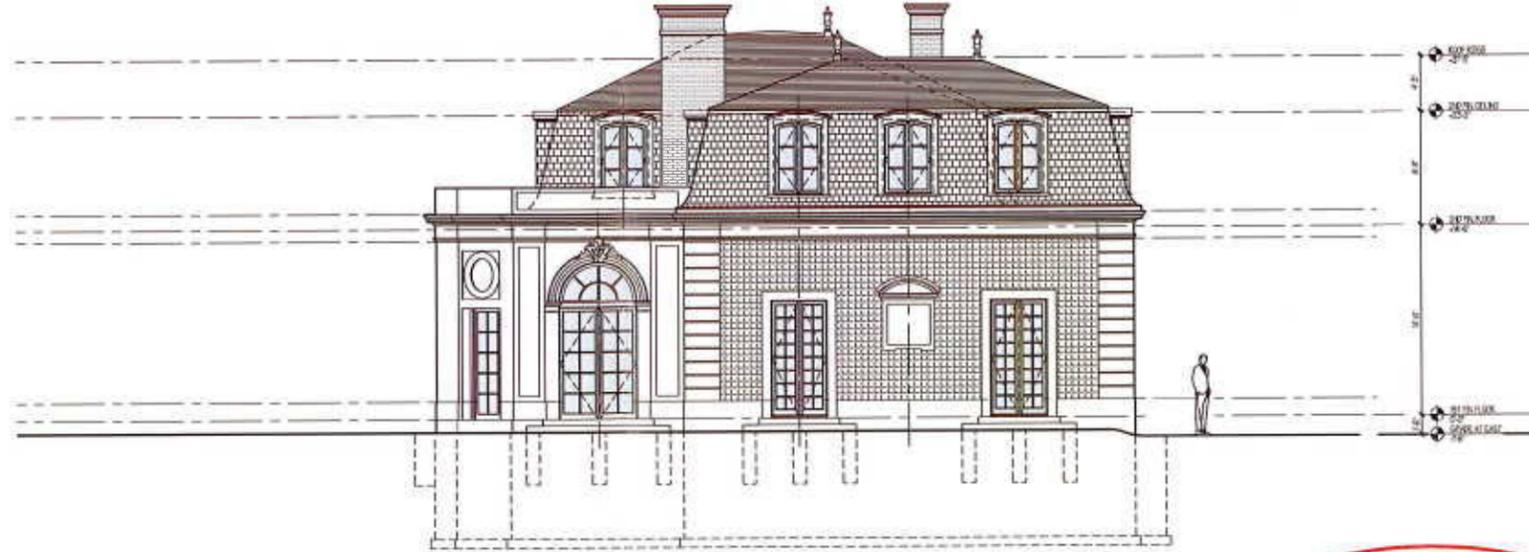
- e. The structure, building, site, or landscape is, or is part of, a contiguous grouping that has a sense of cohesiveness expressed through a similarity of style characteristics, time period, type of property, method of construction, or use of indigenous materials and accents the architectural significance of an area.
- f. The detail, material, and workmanship of the structure, building, site, or landscape can be valued in and of themselves as reflective of or similar to those of the majority of the other visual elements in the area.
- g. The landscape is significant in its own right as landscape architecture and not merely as a complementary setting for a structure or a group of structures.

3. Historic Significance:

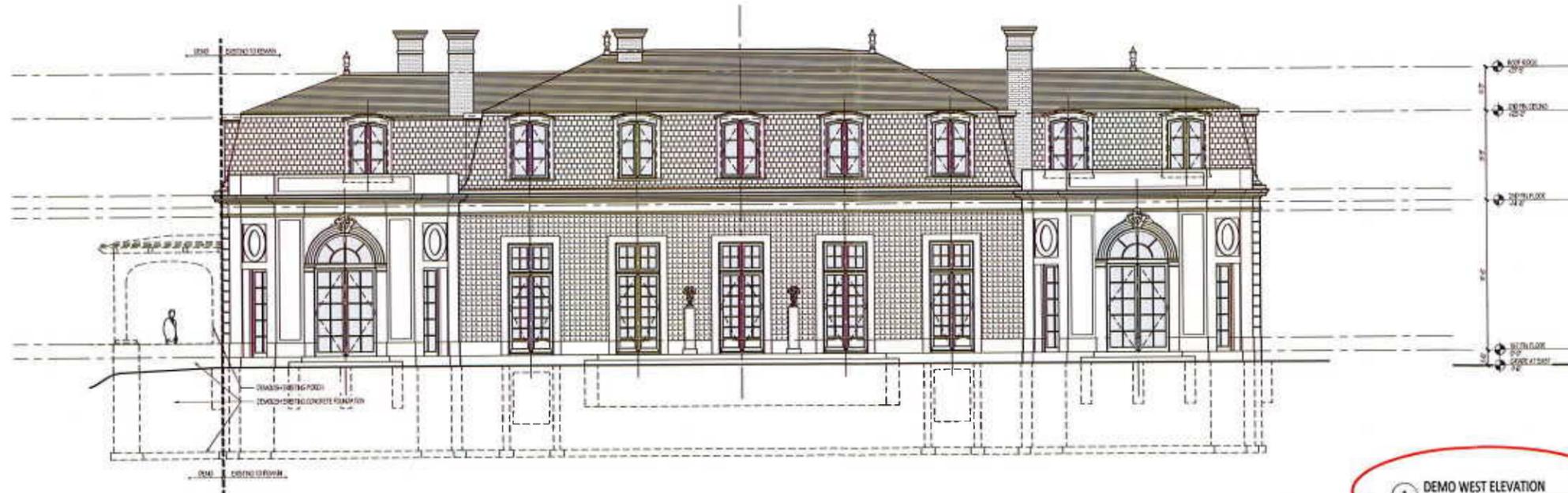
- a. The structure, building, site, or landscape is an exceptional example of an historic or vernacular style, or is one of the few such remaining properties of its kind in the village.
- b. The structure, building, site, or landscape has a strong association with the life or activities of a person or persons who significantly contributed to or participated in the historic or cultural events of the United States, the state of Illinois, or the village.
- c. The structure, building, site, or landscape is associated with an organization or group, whether formal or informal, from which persons have significantly contributed to or participated in the historic or cultural events of the United States, the state of Illinois, or the village.
- d. The structure, building, site, or landscape is associated with a notable historic event.
- e. The structure, building, site, or landscape is associated with an antiquated use due to technological or social advances.
- f. The structure, building, site, or landscape is a monument to, or a cemetery of, a historic person or persons.

B. Applications For Nominations Of Landmarks:

- 1. ~~Who May Nominate:~~ Applications for nominations for designation of a landmark may be submitted by: a) the owner of record of the nominated landmark; b) the commission; c) the village board; or d) the Vliet Center board.
- 2. ~~Application Requirements:~~ Applications for landmark nomination shall be filed with the village administrator, on forms provided by the village administrator, and shall, at a minimum, include the following information and specifications:
 - a. ~~The name and address of the applicant and owner of record.~~
 - b. ~~The legal description and common street address of the property.~~
 - c. A written statement describing the structure, building, site, or landscape, and setting forth reasons in support of the proposed designation, including a list of significant



2 DEMO SOUTH ELEVATION
33'6" x 14'



1 DEMO WEST ELEVATION
33'6" x 14'

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GENERAL NOTES
ALL DRAWING DIMENSIONS UNLESS OTHERWISE NOTED.
SEE ALL NOTES REGARDING PERMITS, LOCAL ORDINANCES AND
ALL APPLICABLE REGULATIONS. ALL NOTES TO BE OBSERVED.

ISSUED DATE	ISSUED FOR
01.08.2015	BUILDING PERMIT

PROFESSIONAL SEAL

PROJECT:
PRIVATE RESIDENCE
1010 GREEN BAY ROAD
LAKE BLUFF, IL 60044

ISSA	Project No.
CL/CJ	Drawn By
SAD	Checked By
Discipline	Drawing No.
D	2.1

Drawing Name:
DEMO EXTERIOR ELEVATIONS

one hundred twenty (120) days after filing an application for a demolition permit, and no sooner than thirty five (35) days after filing an application for a permit to undertake any other alteration, or other physical modifications to a landmark, a permit applicant may notify the commission and building commissioner in writing that it no longer intends to participate in the advisory review process; provided, that the permit applicant has attended an advisory review conference with the commission during that one hundred twenty (120) day period. Upon receipt of such notice, and notwithstanding any determination of the commission, the building commissioner shall evaluate the application strictly on its merits under all other village building codes and regulations.

4. Extension Of Time For Advisory Review:

- a. If a permit applicant is unable to attend or fails to attend an advisory review conference, the advisory review period will be extended for such time as is necessary for the permit applicant to schedule and attend an advisory review conference with the commission or its designated representatives.
- b. In addition to any other extension, upon request of the commission and written notice to the permit applicant, the village board may consider and grant an extension, not exceeding an additional thirty (30) days, of the time for an advisory review of an application for alteration, demolition, or any other physical modifications of a landmark, if the board determines that the commission's efforts to preserve a landmark will promote the public welfare without causing undue hardship on the permit applicant.

5. Other Laws And Regulations: Except to the extent specifically and clearly in conflict with the provisions of this chapter, the advisory review process shall not negate, modify, or supersede any other village building codes and regulations or other applicable law.

6. Posting Of Signage: Within five (5) days of the commission's request for an advisory review conference regarding the proposed work for a landmark, the building commissioner shall cause signage to be posted at the landmark or historic structure including the following information: a) that the village has received a permit application for the proposed work; b) that the commission is conducting an advisory review conference regarding the proposed work; and c) the date, time and location of the meeting(s) of the commission during the advisory review period.

C. Criteria: In conducting an advisory review, the commission shall consider and urge the applicant to incorporate into the proposed work the following criteria:

1. General Standards:

- a. Reasonable efforts should be made to use property for its originally intended purpose or to provide a compatible use that requires minimal alteration of a structure, building, site, or landscape and its environment.
- b. The distinguishing original qualities or character of a structure, building, site, or landscape and its environment should not be destroyed. No alteration or demolition of any historic material or distinctive architectural feature should be permitted except when necessary to assure an economically viable use of a site.

- c. All structures, buildings, sites, and landscapes should be recognized as products of their own time. Alterations that have no historic basis and that seek to create an earlier appearance than the true age of the property are discouraged.
- d. Changes that may have taken place over time evidence the history and development of a structure, building, site, or landscape and its environment. These changes may have acquired significance in their own right, and this significance should be recognized and respected when dealing with a specific architectural period.
- e. Distinctive stylistic features or examples of skilled craftsmanship that characterize a structure, building, site, or landscape should be maintained and preserved if possible.
- f. Deteriorated architectural features should be repaired rather than replaced, if possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than conjectural designs or the availability of different architectural elements from other buildings or structures.
- g. Surface and other forms of cleaning of structures, buildings, sites, and landscapes should be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the structures, buildings, sites, or landscapes should be avoided.
- h. New structures and buildings, and alterations to sites and landscapes, should not be discouraged when such structures or alterations do not destroy significant historical, architectural, or cultural features and are compatible with the size, scale, color, material, and character of the site, neighborhood, or environment.
- i. If possible, new structures and buildings, and alterations to the existing conditions of sites and landscapes, should be undertaken in such a manner that, if such new structures or alterations were to be removed in the future, the essential form and integrity of the original structure, building, site, or landscape would be unimpaired.
- j. Alterations that do not affect any essential architectural or historic features of a structure, building, site, or landscape, as viewed from the public way, ordinarily should be permitted.
- k. Any permitted alteration or demolition should promote the purposes of this chapter and the general welfare of the village and its residents.
- l. Demolition should not be undertaken if a structure, building, site, or landscape is economically viable in its present condition or could be economically viable after completion of appropriate alterations, even if demolition would permit a more profitable use of such site.

2. Design Guidelines:

- a. The height of a landmark after alteration should be compatible with the height of the original landmark.

- b. The relationship between a landmark and adjacent open spaces after its alteration should be compatible with such relationship prior to such alteration.
- c. The relationship among the height, width, and scale of a landmark after alteration should be compatible with such relationship prior to such alteration.
- d. The directional expression of a landmark after alteration, whether its vertical or horizontal positioning, should be compatible with the directional expression of the original landmark.
- e. The roof shape of a landmark after alteration should be compatible with the roof shape of the original landmark.
- f. The architectural details, general design, materials, textures, and colors of a landmark after alteration should be compatible with the architectural details, general design, materials, textures, and colors of the original landmark.
- g. The appurtenances, including, without limitation, signs, fences, landscaping, accessory structures, and pavings, of a landmark after alteration should be compatible with the appurtenances of the original landmark.
- h. In addition to the foregoing guidelines, the commission may consider the secretary of the interior's standards for rehabilitation guidelines for rehabilitating historic buildings (revised 1983), and any amendments thereto, in conducting an advisory review. (Ord. 2008-20, 7-14-2008)

9-14-1: PURPOSE AND GOALS:

A. Purpose: The purpose of this chapter is to promote historic and architectural preservation in the village. The village seeks to protect, enhance, and perpetuate those historical structures, buildings, sites, and landscapes valued by the village and its residents that are significant to the village history, culture, and architecture.

B. Goals: This chapter is created in order to achieve the following goals:

1. To foster civic pride in the beauty and accomplishments of the past as represented in the village landmarks;
2. To preserve, promote, maintain, and enhance the village historic resources and character as a community comprised principally of well maintained single-family residential neighborhoods and small, thriving business areas oriented to serve the day to day needs of local residents;
3. To protect and enhance the village attractiveness to residents, businesses, visitors, and prospective home buyers and businesses;
4. To maintain and improve property values in the village;
5. To protect, preserve, and enhance the village aesthetic appearance and character;
6. To encourage the designation of landmark status upon structures, buildings, sites, and landscapes at the local, state, and national levels; and
7. To educate the general public on the significance of historic preservation. (Ord. 2008-20, 7-14-2008)