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SPECIAL WARRANTY DEED

Prepared by:

Todd Bancroft, Esq.
Equity Client Services, LLC
303 West Madison Street, Suite 1000
Chicago, IL 60606



Doc#: 0530826046 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/04/2005 10:39 AM Pg: 1 of 6

After Recording, Mail To:

Nicholas J. Sullio
17 W. 495 Butterfield Dr, Suite D
Oakbrook Terrace, IL 60181

MAIL TO
9695010121111

On this date October 11, 2005, Know All Men By These Presents That The Heritage at Millennium Park, LLC, a Delaware limited liability company (the "Grantor"), for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) in cash and other good and valuable consideration, in hand paid, by ~~Ioan Emanuel~~ ^{T.E.F.} Cont whether one or more, (the "Grantee") to Grantor, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee the following described property, to-wit:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

Commonly known as: Unit(s) 3901, 130 North Garland Court, Chicago, Illinois 60602

P.I.N.: Not Divided; part of 17-10-309-001, 17-10-309-003, 17-10-309-004, 17-10-309-005, 17-10-309-006, 17-10-309-007, 17-10-309-008, 17-10-309-010, and 17-10-309-011

(the "Property") subject to the matters listed on Exhibit "B," attached hereto and incorporated herein for all purposes (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, subject to the Permitted Encumbrances, unto Grantee, its successors, heirs, legal representatives, administrators, and assigns, FOREVER; and the Grantor hereby does bind itself, its successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors, legal representatives, and assigns, forever, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, subject to (i) the Permitted Encumbrances and (ii) taxes for the year 2005, and subsequent years.

THE HERITAGE AT MILLENNIUM PARK, LLC, a Delaware limited liability company

Near North National Title
222 N. LaSalle
Chicago, IL 60601

Near North National Title
Chicago, IL 60601

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By: The Heritage at Millennium Park Mezzanine LLC, a Delaware limited liability company, Its Manager

By: Mesa MPT, LLC an Delaware limited liability company, Its manager

Richard A. Hanson
Richard A. Hanson, Its manager

STATE OF ILLINOIS)
)
COUNTY OF COOK)

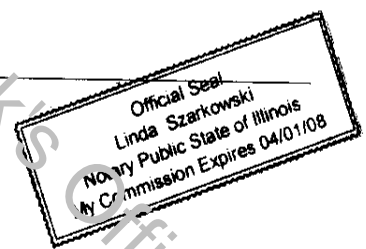
The undersigned, a Notary Public in and for said County and State, does hereby certify that Richard A. Hanson, which is the manager of Mesa MPT, LLC, which is the manager of The Heritage at Millennium Park Mezzanine LLC, which is the manager of The Heritage at Millennium Park, a limited liability company formed under the laws of the State of Delaware, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such and appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official on October 11, 2005.

Linda Szarkowski

Notary Public

My commission expires:



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EXHIBIT A

Parcel 1:

Unit 3901 and Parking Space Unit 6-41 together with the exclusive right to use of the Limited Common Element Storage Space numbered S808-18 in the Heritage at Millennium Park Condominium as delineated and defined on the Plat of Survey of the following described parcels of real estate:

Part of Lots 1 to 6, inclusive, in Block 12 in Fort Dearborn Addition to Chicago in the Southwest Fractional Quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Which Survey is attached as Exhibit "C" to the Declaration of Condominium recorded December 16, 2004 as document number 0435103109, as amended from time to time, together with their undivided percentage interest in the Common Elements.

Parcel 2:

Easement appurtenant for the benefit of Parcel 1 as created by the Declaration of Covenants, Conditions, Restrictions and Easements recorded December 16, 2004 as document number 0435103107 for ingress and egress, for maintenance, structural support, use of facilities, encroachments, common walls, utilities and permanent canopy over the land described herein. (Said land commonly referred to as the retail parcel.)

GRANTOR ALSO HEREBY GRANTS TO GRANTEEES AND GRANTEEES' SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING LAND DESCRIBED THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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EXHIBIT B

Permitted Exceptions

- (1) current non-delinquent real estate taxes and taxes for subsequent years;
- (2) the Illinois Condominium Property Act;
- (3) the Declaration;
- (4) Declaration of Covenants, Conditions, Restrictions and Easements;
- (5) applicable zoning, planned unit development and building laws, ordinances and restrictions;
- (6) leases and licenses affecting the common elements;
- (7) public and utility easements and covenants, conditions and restrictions of record;
- (8) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Grantor shall so remove at that time by using funds to be paid upon delivery of the Deed;
- (9) matters insured over by Near North National Title Corporation;
- (10) rights of the public, the City of Chicago and State of Illinois in and to that part of the land taken and used for alleys, roads and highways, if any, and
- (11) Acts done or suffered by Grantee.


REAL ESTATE TRANSFER TAX	0752625	FP326675
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000009388

CITY TAX

CITY OF CHICAGO


OCT. 19.05



REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

COUNTY TAX

COOK COUNTY
REAL ESTATE TRANSACTION TAX



OCT. 19.05


REVENUE STAMP

REAL ESTATE TRANSFER TAX	0050175	FP326657
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0007007974

STATE TAX

STATE OF ILLINOIS



OCT. 19.05

REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

0000010113

REAL ESTATE TRANSFER TAX	0100350	FP326703
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NEAR NORTH NATIONAL TITLE CORPORATION
222 N. LASALLE STREET, CHICAGO, IL 60601

STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Commitment Number: Date: October 11, 2005

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the captioned Commitment.

1. That, except as noted at the end of this paragraph, within the last six (6) months (a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; (b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the building(s) thereon, as fixtures; (c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof; (d) nor have any notices of lien been received, except the following, if any:

Those contractors shown on latest sworn statement.

2. That all management fees, if any are fully paid, except the following:

NONE

3. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any;

NONE

4. That there are no unrecorded contracts or options to purchase the land, except the following, if any:

NONE

5. That there are no unrecorded leases, easements or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any:

NONE

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- 6. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledges thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.


The undersigned makes the above statement for the purpose of inducing Near North National Title Corporation to issue owners and/or loan policies on behalf of TICOR Title Insurance Company pursuant to the above Commitment.

SELLER

The Heritage at Millennium Park, LLC

By: Richard A. Hanson
Its duly authorized signatory

PURCHASER



Property of Cook County Clerk's Office