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SPECIAL WARRANTY DEED (ILLINOIS)

AFTER RECORDING, MAIL TO: Sidley Austin LLP One South Dearborn Street Chicago, Illinois 60603 Attn: Lee M. Smolen, Esq.

NAME AND ADDRESS OF PREPARER: Shefsky & Froelich Ltd. 111 East Wacker Drive, Suite 2800 Chicago, Illinois 60601 Attn: Thoma: 1 1 appas, Esq.



Doc#: 0725444033 Fee: \$34.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds
Date: 09/11/2007 11:53 AM Pg: 1 of 6

Dodi Schaumburg L.L.C.. an Illinois limited liability company (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by 140-200 S. Roselle Road, L.C., a Delaware liability company ("Grantee"), whose mailing address is 875 North Michigan Avanua, 41st Floor, Chicago, Illinois 60611, and for other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, by these presents doer GRANT, SELL, and CONVEY, unto Grantee, its successors and assigns forever, that certain real property located in Cook County, Illinois, as more particularly described on Exhibit "A" attached hereto, incorporated herein, and made a part hereof for all purposes, together with and expressly assigning to Grantee any and all rights appertaining thereto, including, without limitation, any and all of the improvements located thereon (said real property, together with any and all of the related improvements, rights, and appurtenances belonging or appertaining thereto, and any and all of the improvements located thereon, being herein collectively referred to as the "Property").

Tax Parcel Number(s):

See Exhibit "A" attached herete, incorporated herein, and

made a part hereof.

Commonly Known As:

140-200 South Roselle Road, Schaumburg Illinois 60193

TO HAVE AND TO HOLD the Property unto Grantee, its legal representatives, successors and assigns forever; and Grantor does covenant, promise and agree to and with Grantee and its successors, that Grantor has not done or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, except herein recited; and that Grantor will WARRANT AND DEFEND the Property unto Grantee, its legal representatives, successors and assigns, against every person lawfully claiming by, through, or under Grantor, but not otherwise; provided, that this conveyance and the covenants and warranties of Grantor herein contained are subject to those matters set forth in **Exhibit "B"** attached hereto, incorporated herein, and made a part hereof.

SIGNATURE PAGE FOLLOWS

First American Title Order #298199 2065

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DEC

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IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the ___ day of August, 2007.

GRANTOR:

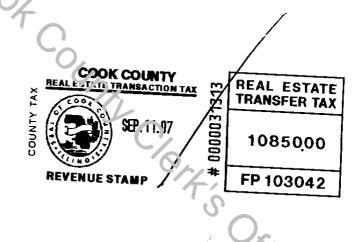
Dodi Schaumburg L.L.C., an Illinois limited liability company

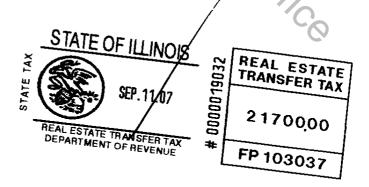
By: Dodi Schaumburg Management, Inc., an Illinois corporation, its Manager

By:

Edward J. Kroll, Vice President







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STATE OF ILLINOIS)	
COUNTY OF COOK) SS:	
,	
I, LORY A. KREVIS	a Notary Public in and for the
Schaumburg Management Inc. an Illir	ertify that Edward J. Kroll, the Vice President of Dodinois corporation and Manager of Dodi Schaumburg
L.L.C., an inniois limited liability comp	any, personally known to me to be the same name.
whose name is subscribed to the foregoing	Instrument, appeared before me this day in person and
as the free and voluntary act of said compa	d said instrument as his own free and voluntary act and any for the uses and purposes therein set forth.
GIVEN trider my nand and notaria	I seal this 21 day of August, 2007.
"OFFICIAL SEAL"	Losi D. Krews
M PIRIC LODI A KARAMA	NT / YN 111
COMMISSION EXPIRES 10/29/08	My Commission Expires: 10/29/2008
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	My Commission Expires: 10/29/2008

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN TOWN SQUARE RESUBDIVISION, BEING A RESUBDIVISION OF LOT 2 OF TOWN SQUARE SHOPPING CENTER SUBDIVISION AND LOTS 1 AND 2 OF WILK'S SUBDIVISION, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22 TOWNSHIP 41 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING AND BEING IN THE VILLAGE OF SCHAUMBURG, COOK COUNTY ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 CONTAINED IN THE DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS FOR TOWN SQUARE SHOPPING CENTER RECORDED APRIL 25, 1996 AS DOCUMENT 96328988 AND AMENDED BY FIRST AMENDMENT RECORDED AS DOCUMENT 97377291 AND RE-RECORDED AS DOCUMENT 00553312 BY SECOND AMENDMENT RECORDED AS DOCUMENT 98630985 AND BY THIRD ABER COUNTY CLOPATS OFFICE AMENDMENT RECORDED SEPTEMBER 21, 2005 AS DOCUMENT 0526450057.

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EXHIBIT B

PERMITTED EXCEPTIONS

- 1. Final installment taxes for the year 2006, and taxes for the years 2007 and subsequent years which are not yet due or payable.
- 2. Lease made by Dodi Schaumburg L.L.C., landlord, to Dominick's Finer Foods Inc., tenant demising the land for a term of years as disclosed by memorandum of lease recorded January 26, 1998 as document 98064977, and all rights thereunder of and all acts done or suffered thereunder by said lessee and the terms and conditions contained therein.
- 3. Terms, previsions, easements, covenants and restrictions contained in Declaration of Easements and Protective Covenants for Town Square Shopping Center recorded May 1, 1996 as document 96328988 as amended by first amendment recorded as document 97377291 and re-recorded as document 00553312, by second amendment recorded July 21, 1998 as document 98630985, and by third amendment recorded September 21, 2005 as document 0526450057.
- 4. Terms and conditions contained in easement agreement between the Village of Schaumburg and Town Square Condominium Association recorded September 3, 1996 as document 96672139, as shown on Survey noted infra.
- 5. Grant of perpetual easement for ingress and egress over that portion of the land described on Exhibit "C" attached to said instrument recorded August 26, 1975 as document 23199323 made by American National Bank and Trust Company of Chicago as trustee under trust 30587 to Lake-Cook Farm Supply Company, a corporation of Illinois and the terms and provisions contained therein, as shown on Survey noted infra.
- 6. License agreement and grant of easements recorded March 25, 1986 as document 86113878 made by First National Bank of Highland Park, as trustee under trust 2251 to Village of Schaumburg for the construction of an extended sanitary sewer, a license of five feet for access to maintain a sound attenuation wall, and a license for access to maintain a storm sewer. Particl release recorded as document 96672140, as shown on Survey noted infra.
- 7. Terms and provisions contained in easement agreement granted by NBD Bank as trustee under trust 2251-HP in favor of NBD Bank as trustee under trust 3632-HP for the purpose of a non-exclusive easement for pedestrian and vehicular access and ingress and egress recorded April 21, 1995 as document 95265841 and the terms and provisions contained therein, as shown on Survey noted infra.
- 8. Terms, provisions, conditions and limitations of the Town Square Shopping center Redevelopment Agreement recorded November 6, 1995 as document 95759595 as amended.
- 9. Notice of requirements for storm water detention, as disclosed by instrument recorded February 26, 1996 as document 96144084.
- 10. Public utility and storm sewer easements, and easement in favor of Ameritech, Northern Illinois Gas Company, and Commonwealth Edison, their respective successors and assigns, to install, V 2 Special Warranty Deed (Town Square)

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operate and maintain all equipment necessary for the purpose of serving the land and other property together with right of access to said equipment as created by plat recorded as document 96847770 and the terms and provisions contained therein, as shown on Survey noted infra.

- Terms and conditions contained in Declaration of Covenants, Easements, Conditions and 11. Restrictions made by Dodi Schaumburg L.L.C., recorded February 17, 1998 as document 98125948.
- Rights of tenants, as tenants only, under written, unrecorded leases with no rights of first 12 refusal or options to purchase all or any portion of the land.

Property of Cook County Clerk's Office

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