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This Instrument Prepared By: Jennifer L. Worstell, Esq.

And After Recording Return To: Charles Mack, Esq. Wolin Kelter & Rosen, Ltd. 55 West Monroe, Suite 3600 Chicago, Illinois 60603



Doc#: 0828835019 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 10/14/2008 10:02 AM Pg: 1 of 5

(The Above Space for Recorder's Use Only)

SPECIAL WARRANTY DEED

HINSDALE BANK & TRUST CO., an Illinois banking corporation ("Grantor"), for and in consideration of the sum of Terland No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to the undersigned by 6200 N. ROCKWELL (CHICAGO), LLC, an Illinois limited liability corporation ("Grantee"), whose mailing address is c/o Vision Realty Capital, LLC, 1141-J Lake Cook Road, Deerfield, Illinois 60015, the receipt and sufficiency of such consideration being hereby acknowledged, Crantor does hereby GRANT, SELL, AND CONVEY unto Grantee that certain real property being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements and fixtures situated thereon (collectively, the "Property"); subject, however, to those matters described in Exhibit B attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, together with ail and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and its successors and assigns and to WARRANT AND FOREVER DEFEND all of the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or claim the same, or any part thereof, by, through, or under Grantor but not otherwise.

The foregoing covenants, conditions, restrictions and agreements shall run with the land, shall bind Grantee's heirs, administrators, executors, successors and assigns, and shall inure to the benefit of Grantor's successors and assigns. Grantor's waiver of any breach of the foregoing covenants or restrictions nor of any subsequent breach hereof.

Grantor also hereby grants to Grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the declaration of condominium, aforesaid, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said declaration for the benefit of the remaining property described therein.

This deed is subject to all rights, easements, covenants, conditions, restrictions and



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reservations contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

The tenants of the units have no right of first refusal.

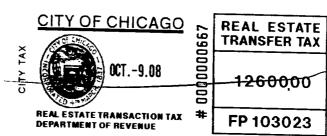
THE PROPERTY IS CONVEYED "AS-IS, WHERE IS" CONDITION "WITH ALL FAULTS" AND DEFECTS AS OF THE CLOSING DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO ITS CONDITION, INCLUDING, WITHOUT LIMITATION, ITS PHYSICAL CONDITION OR ENVIRONMENTAL MATTERS OR CONDITIONS, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVEX FROM OR ON BEHALF OF GRANTOR. GRANTOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST CR PRESENT, EXPRESS OR IMPLIED, CONCERNING: (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE UNITS, INCLUDING, WITHOUT LIMITATION, THE WATER STRUCTURAL INTEGRITY, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE UNITS; (C) THE SUITABILITY OF THE UNITS FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT OF THE UNITS; (D) THE COMPLIANCE OF OR BY THE UNITS OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE OF BODY: (E) THE HABITABILITY, GOVERNMENTAL AUTHORITY MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE UNITS; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCOPPORATED INTO THE UNITS; (G) THE MANNER, QUALITY, STATE OF REPAIR OR JACK OF REPAIR OF THE UNITS; (H) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE UNITS OR ANY OTHER ENVIRGIMENTAL MATTER OR CONDITION OF THE UNITS; OR (I) ANY OTHER MATTER WITH RESPECT TO THE UNITS. GRANTEE HEREBY RELEASES GRANTOR FROM ALL RESPONSIBILITY AND LIABILITY REGARDING THE UNITS, INCLUDING, WITHOUT LIMITATION, THE CONDITION, INCLUDING, BUT NOT LIMITED TO, THE CONDITION OF THE SOIL, WATER, GROUND WATER, PRESENCE OF HAZARDOUS MATERIALS AND ALL OTHER PHYSICAL CHARACTERISTICS, VALUATION OR UTILITY OF THE UNITS.

Common Address of Property: Units 6254-A, 6254-B, 6254-C, 2605-A, 2605-B, 2605-C, 2607-A, 2607-B, 2607-C, 2609-A, 2609-B, 2609-C, 2611-A, 2611-B and 2611-C in the Rosewell Condominium located at the real estate commonly known as 6254-56 North Rockwell and 2605-11 Rosemont, Chicago, Illinois 60659.

PIN(s): 13-01-211-037-1004; 13-01-211-037-1005; 13-01-211-037-1006; 13-01-211-037-1007; 13-01-211-037-1008; 13-01-211-037-1009; 13-01-211-037-1010; 13-01-211-037-1011; 13-01-211-037-1012; 13-01-211-037-1013; 13-01-211-037-1014; 13-01-211-037-1015; 13-01-211-037-1016; 13-01-211-037-1017; 13-01-211-037-1018 and 13-01-211-037-1019

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IN WITNESS WHEREOF, this Special Warranty Deed has been executed as of **GRANTOR:** STATE OF ILLINOIS HINSDALE BANK & TRUST CO., **REAL ESTATE** TRANSFER TAX an/Illinois banking corporation/ OCT.-9.08 0120000 REAL ESTATE TRANSFER TAX FP 103024 DEPARTMENT OF REVENUE Openy COOK COUNTY
ESTATE TRANSACTION TAX REAL ESTATE TRANSFER TAX OCT.-9.08 0060000 STATE OF ILLINOIS FP 103022 **COUNTY OF COOK** This instrument was acknowledged before me on Sept. 27 MARK H. Connully, the Vice Pessidout of Hinsdele Bank & Trust Co., Illinois banking corporation, on behalf of said corporation. "OFFICIAL SEAL" Notary Public, State of Ulinois SUSAN M. MARCHEWSKI reclean Notary Public, State of Illinois My Commission Expires 02/21/09 (printed name) My commission expires: 02-21-09



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EXHIBIT A

LEGAL DESCRIPTION

UNITS 6254-A, 6254-B, 6254-C, 2605-A, 2605-B, 2605-C, 2607-A, 2607-B, 2607-C, 2609-A, 2609-B, 2609-C, 2611-A, 2611-B AND 2611-C IN ROSEWELL CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1 AND 2 IN BLOCK 2 IN T.J. GRADY'S GREEN BRIAR ADDITION TO THE NORTH EDGEWATER, BEING A SUBDIVISION OF THE EAST 20 ACRES OF THE EAST 1/2 OF THE WE'S 1 1/2 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDEL AUGUST 25, 2006 AS DOCUMENT 0623739045, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Common Address of Property: Units 6254-A, 6254-B, 6254-C, 2605-A, 2605-B, 2605-C, 2607-A, 2607-B, 2607-C, 2609-A, 2609-B, 2609-C, 2511-A, 2611-B and 2611-C in the Rosewell Condominium located at the real estate commonly known as 6254-56 North Rockwell and 2605-11 Rosemont, Chicago, Illinois 60659.

PIN(s):

13-01-211-037-1004; 13-01-211-037-1005; 13-01-211-037-1006; 13-01-211-037-1007; 13-01-211-037-1008; 13-01-211-037-1009; 13-01-211-037-1010; 13-01-211-037-1011; 13-01-211-037-1012; 13-01-211-037-1013; 13-01-211-037-1014; 13-01-211-037-1015; 13-01-211-037-1016; 13-01-211-037-1017; 13-01-211-037-1018 and 13-01-211-037-1019

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EXHIBIT B

EXCEPTIONS TO TITLE

- DOOPE TE 1. 20 foot building setback line as shown on the plat of the subdivision.
- 2. Violation of the building line noted above at item 1 by the 3-story brick building by approximately 7.65 feet, as shown on plat of survey number 65585 prepared by MM Surveying Co., Inc., dated January 3/2006.
- 3. Encroachment of the 3-story brick building ocated mainly on the land onto the property north and adjoining by approximately 0.01 (eet to 0.03 feet, as shown on plat of survey number 65585 prepared by MM Surveying Co., Juc., dated May 17, 2005.
- 4. (A) Terms, provisions, covenants, conditions and or nor s contained in and rights and easements established by the Declaration of Condominium Ownership recorded August 25, 2006 as Document No. 0623739045, as amended from time to time; and (B) limitations and conditions imposed by the condominium property act. Office
- 5. Taxes for the year 2007 and subsequent years.