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Doc#: 0921631085 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/04/2009 10:56 AM Pg: 1 of 6

SPECIAL WARRANTY DEED (ILLINOIS)

PREPARED BY:
Paul Kelley, Esq.
Shefsky & Froelich Ltd.
111 East Wacker Drive, Suite 2800
Chicago, Illinois 60601

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SPECIAL WARRANTY DEED

Baric Lawndale, LLC, an Illinois limited liability company ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, and CONVEY unto **1319 S. Spaulding, LLC**, an Illinois limited liability company ("**Grantee**"), having an address of P.O. Box 39061, Chicago, Illinois 60639-0061, that certain land being more particularly described in Exhibit A, attached hereto and incorporated herein by reference, together with all improvements located on such land, together with any and all easements, rights of way or use and other related rights appurtenant thereto (such land, improvements, easements, rights of way and use or other related rights being collectively referred to as the "**Property**").

This conveyance is made and accepted subject to all matters (the "**Permitted Exceptions**") set forth in Exhibit B and Exhibit C attached hereto and incorporated herein by reference.

To have and to hold the Property subject to the Permitted Exceptions, unto Grantee and its successors and assigns forever.

Grantor does hereby warrant (subject to the Permitted Exceptions) unto Grantee against all claims by persons who lawfully claim any interest in the Property by, through or under Grantor, but not otherwise.

Executed on the date set forth in the acknowledgment attached hereto to be effective as of the 29 day of July, 2009.

CITY OF CHICAGO



AUG. -3.09

REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

0000006283

REAL ESTATE TRANSFER TAX
0054600
FP 102805

GRANTOR:

Baric Lawndale, LLC, an Illinois limited liability company

By: Barry Chernawsky
Printed Name: Barry Chernawsky
Its: Manager

Box 334

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Sherry A. Hojnacki, a Notary Public in and for the County and State aforesaid, do hereby certify that Barry Chernawsky, the Manager of Baric Lawndale LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of July, 2009.

Sherry A Hojnacki
Notary Public

My Commission Expires: _____



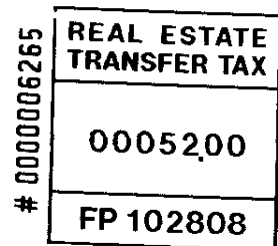
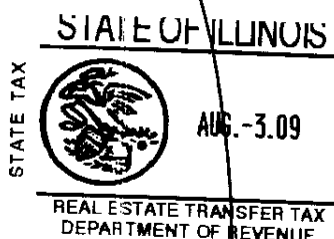
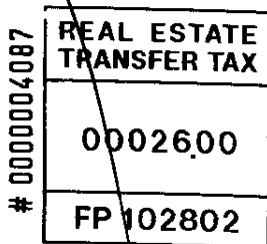
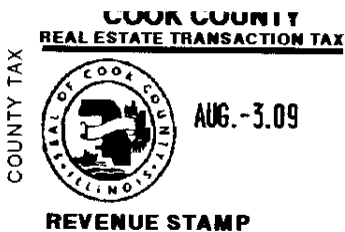
WHEN RECORDED, PLEASE RETURN TO:

Applegate & Thorne-Thomsen, P.C.
322 S. Green Street, Suite 400
Chicago, Illinois 60607
Attn: Nicholas J. Brunick, Esq.

PLEASE MAIL SUBSEQUENT TAX BILLS TO:

1319 S. Spaulding, LLC
641 S. Central Avenue, Suite #600
Chicago, IL 60644
Attention: Johnnie Herron

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EXHIBIT A

LEGAL DESCRIPTION

LOT 29 IN SUB BLOCK 2 OF BLOCK 2 IN PRESCOTT'S DOUGLAS PARK ADDITION TO CHICAGO BEING A SUBDIVISION OF BLOCKS 1, 2, 5 AND 10 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 LYING NORTH OF THE CENTER LINE OF OGDEN AVENUE, IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 1319 S. Spaulding, Chicago, Illinois

PIN: 16-23-212-008-0000

Property of Cook County Clerk's Office

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EXHIBIT B

PERMITTED EXCEPTIONS

1. THE LIEN OF GENERAL REAL ESTATE TAXES NOT YET DUE AND PAYABLE.
2. MUNICIPAL LAWS AND ORDINANCES INCLUDING ANY VIOLATIONS THEREOF. PROCEEDING PENDING IN CIRCUIT COURT AS CASE NUMBER 05M1400049 BY THE CITY OF CHICAGO AGAINST LAWNSDALE RESTORATION, ET AL.
3. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS OF THE DOUGLAS-LAWNSDALE URBAN RENEWAL PROJECT, AS DISCLOSED BY ORDINANCE APPROVING SAME, A COPY OF WHICH WAS RECORDED MAY 20, 1968 AS DOCUMENT 20494540, AND LAWNSDALE CONSERVATION PLAN RECORDED AS DOCUMENT 20494541.
4. COVENANTS AND RESTRICTIONS CONTAINED IN WARRANTY DEED RECORDED MAY 2, 1889 AS DOCUMENT 2003701.
5. Covenants, conditions, and restrictions of record, including, but not limited to, any and all applicable restrictive covenants and provisions set forth in the following documents: the Special Warranty Deed from HUD to City of Chicago, recorded January 17, 2006, bearing Document Recording Number 0601732078; the QuitClaim Deed from City of Chicago to CII, recorded January 17, 2006, bearing Document Recording Number 0601732079, corrected and re-recorded on September 13, 2007, bearing Document Recording Number 0725634114; the QuitClaim Deed from CII to Baric Lawndale, LLC, recorded January 17, 2006, bearing Document Recording Number 0601734113; the Contract of Sale between CII and Baric Lawndale, LLC; the Redevelopment ("RDA") between City of Chicago and Baric Lawndale, LLC, recorded January 17, 2006, bearing Document Recording Number 0601734114, and including those U.S. Department of Housing and Urban Development documents and the Schedules and Riders, including but not limited to, the Equity Participation provisions attached hereto as Exhibit C, all as set forth in the RDA and encumbering the Property; the Amendment to Redevelopment Agreement between city of Chicago and Baric Lawndale, LLC, recorded June 30, 2006, bearing Document Recording Number 0618126053; and Second Amendment to Redevelopment Agreement between City of Chicago, Baric Lawndale, LLC, and Visions Complex III, LLC, dated July 29, 2009.
6. ALL MATTERS AND ENCROACHMENTS WHICH AN ACCURATE SURVEY OF THE PROPERTY WOULD DISCLOSE.

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EXHIBIT C

EQUITY PARTICIPATION

RENTAL:

- A. RENTAL UNITS DEVELOPED WITH UPFRONT GRANT FUNDS:** If the Grantee, or any of its successors or assigns develops and/or maintains the property as rental housing, the following shall apply:
1. If the Grantee, or any/all successors or assigns sells, assigns, transfers or conveys the Property, or any portion thereof, (collectively, a "Sale"), the Sale proceeds, less any expenses incurred by the Grantee, as approved by HUD, consisting of (1) reasonable transaction costs, (2) purchase price paid by the Grantee for the Property, (3) amounts previously paid by the Grantee to HUD under paragraph A2 of this Rider since the sale of the Property from HUD to Grantee, (4) other costs incurred but not yet paid by Grantee related to renovation and rehabilitation other than routine maintenance and repairs, and (5) costs paid by Grantee, as approved by HUD, related to renovation and rehabilitation other than routine maintenance and repairs, and which are not funded by grant funds from any source, shall be assigned to HUD in the following amounts, as determined within the following categories:
 - (a) between the date of the Deed and fifteen (15) years from the date of the Deed, one hundred (100%) percent; and
 - (b) between fifteen (15) years, one (1) day and twenty (20) years from the date of the Deed, seventy-five percent (75%); and
 - (c) between twenty (20) years, one (1) day and twenty-five (25) years from the date of the Deed, fifty percent (50%); and
 - (d) between twenty-five (25) years, one (1) day and thirty (30) years from the date of the Deed, 25%.
 2. If the Grantee, any/all successors or assigns refinances without approval in writing from HUD, including without limitation the placement of any indebtedness secured by the Property, or any portion thereof, ("Refinancing"), the proceeds from the Refinancing, less any expenses incurred by the Grantee consisting of (1) reasonable transaction costs, (2) any mortgage debt paid off in connection with the Refinancing, (3) costs paid by Grantee, as approved by HUD, related to renovation and rehabilitation other than routine maintenance and repairs, and which are not funded by any grant funds, and (4) amounts previously paid by Grantee to HUD under this paragraph A2, shall be paid to HUD in the manner provided in Section A1, (a) - (d), above.
 3. The Grantee and Subsequent Grantee shall keep or cause to be kept, accurate records of account of any Sale or Refinancing and of the cost of renovation and rehabilitation. HUD, during Grantee's normal working hours, shall have the right to enter and have free access to inspect all books and records of the Grantee. Upon the written request of HUD, the Grantee shall retain an independent certified public accountant who shall prepare an accounting of any Sale, Refinancing, or cost of renovation or rehabilitation.
 4. A merger, conversion, share exchange or interest exchange of corporate or partnership interest will be considered a transfer of the property and require the approval of HUD and subject to the consideration of such transfer to the provision of paragraph A1 of this deed restriction. The preceding sentence shall be applicable and in full force and effect notwithstanding that any applicable statute or administrative or court decision provide that any such merger or conversion or share exchange or interest exchange transaction does not constitute or involve the occurrence of a "transfer" or "assignment" of real estate interest or other assets of a constituent party to any such transaction.
- B. RENTAL UNITS DEVELOPED WITHOUT UPFRONT GRANT FUNDS:** If the Grantee, or any of its successors or assigns develops and/or maintains the property as rental housing, the following shall apply:
1. If the Grantee, or any/all successors or assigns sells assigns, transfers or conveys the Property, or any portion thereof, (collectively, a "Sale"), the Sale proceeds, less any expenses incurred by the Grantee, as approved by HUD, consisting of (1) reasonable transaction costs, (2) purchase price paid by the Grantee for the Property, (3) amounts previously paid by the Grantee to HUD under paragraph B2 of this Rider since the sale of the Property from HUD to Grantee, (4) other costs incurred but not yet paid by Grantee related to renovation and rehabilitation other than routine maintenance and repairs, and (5) costs paid by Grantee, as approved by HUD, related to renovation and rehabilitation other than routine maintenance and repairs, and which are not funded by any

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residence for at least three (3) of the last five (5) years prior to the date of sale. From ten (10) years up to fifteen (15) years from the date of the deed, the portion of the net proceeds that shall be provided to HUD shall be reduced by 2/3, the 2/3 to be retained by the seller, provided the seller has owned and occupied a unit in the property as his or her principal residence for at least seven (7) of the prior years prior to the sale.

B. SINGLE FAMILY UNITS DEVELOPED ON VACANT PARCELS OR UNITS IN EXISTING BUILDINGS CONVERTED TO CONDOMINIUMS: If the Grantee, or any of its successors or assigns develops the property for homeownership or conversion to condominium, the following shall apply:

1. If the Grantee or any of its successors or assigns sells, assigns, transfers, or conveys any of the lots or buildings for value, the seller shall provide the net proceeds to HUD. For the purpose of this section, "net proceeds" shall mean the proceeds from the sale less the following expenses or credits:
 - a. For a conveyance from developer to initial homebuyer or condominium buyer -
 - i. Purchase price of the lot or the building or appropriate portion of the purchase price;
 - ii. Total development costs, including a reasonable developers fee, not to exceed 15%, not covered by any grant funds;
 - iii. Reasonable transaction costs.
 - b. For subsequent sales-
 - i. Reasonable transaction costs;
 - ii. The purchase price paid at the time the seller acquired the property;
 - iii. Any costs for capital improvements to the property incurred by the seller after the seller's purchase of the property, and documented with receipts for payment and/or canceled checks, and executed contracts or similar written documentation detailing the work performed. The term "capital improvements" shall mean and include major improvements to the Property, not typically covered by homeowner's hazard insurance, but shall exclude luxury items such as swimming pools and spas, the cost of which may be added to the basis of the property for the purpose of determining the amount of capital gain realized upon sale of the property, in accordance with the applicable provisions of the United States' Internal Revenue Code.
 - iv. Beginning five (5) years from the date of the deed initially conveying to the homebuyer, the portion of the net proceeds from the sale of the property that shall be provided to HUD as otherwise stated herein shall be reduced by 1/3, the 1/3 to be retained by the seller, provided the seller has owned and occupied the property as his or her principal residence for at least the three (3) consecutive years prior to the date of sale. From ten (10) years up to fifteen (15) years from the date of the deed initially conveying to the homebuyer, the portion of the net proceeds that shall be provided to HUD shall be reduced by 2/3, the 2/3 to be retained by the seller, provided the seller has owned and occupied the property as his or her principal residence for at least the seven (7) consecutive years prior to the sale.

Clerk's Office