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PARKsales\park2730\Special Warranty DeedInd.doc

AFTER RECORDING RETURN TO:
Mr. Andrew Lofthouse
Wayne T. Lofthouse & Associates
1420 Renaissance Drive - Ste 213
Chicago, IL 60668



Doc#: 0925835103 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/15/2009 12:04 PM Pg: 1 of 13

SPECIAL WARRANTY DEED
LIMITED LIABILITY COMPANY
INDIVIDUAL

1/27/10
FIRST AMERICAN
File # 0925835103

THIS INDENTURE, made as of Aug 5, 2009, between ENVIRONS DEVELOPMENT HARTLAND PARK, LLC, an Illinois limited liability company, having its principal place of business at 3060 N. LINCOLN, CHICAGO, ILLINOIS 60657, party of the first part, and S. JIN PARK, having his principal place of residence at 2708 N. Hartland, Chicago, Illinois, party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration in hand paid, by the party of the second part, the receipt whereof is hereby acknowledged, by these presents does hereby REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to its successors and assigns, FOREVER, all of the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

See legal description attached hereto as Exhibit A and incorporated herein by reference.

Together with all and singular the hereditaments and appurtenances thereunto belong, or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law in equity of, in and to the above described premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, his successor and assigns, forever.

And the said party of the first part hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

And the party of the first part, for itself, and its successors, does covenant, promise and agree to and with the party of the second part, and its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it **WILL WARRANT AND DEFEND**, the said premises against all persons lawfully claiming, or to claim same, by, through or under it, subject to the matters set forth on EXHIBIT B which is attached hereto and incorporated herein by reference.

Party of the first part reserves to Wrightwood Development Partners LLC and its successors and assigns, and Party of the second part hereby grants to Wrightwood Development Partners LLC and its successors and assigns, the rights and powers set forth on EXHIBIT C attached hereto and made a part hereof.

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STATE OF ILLINOIS
 REAL ESTATE TRANSFER TAX
 DEPARTMENT OF REVENUE
 SEP.-3.09

STATE TAX

000064825 #

REAL ESTATE TRANSFER TAX
01695.00
FP 103027

COOK COUNTY
 REAL ESTATE TRANSACTION TAX
 DEPARTMENT OF REVENUE
 SEP.-3.09

COUNTY TAX

000065042 #

REAL ESTATE TRANSFER TAX
00847.50
FP 103028

CITY OF CHICAGO
 REAL ESTATE TRANSACTION TAX
 DEPARTMENT OF REVENUE
 SEP.-3.09

CITY TAX

780900000 #

REAL ESTATE TRANSFER TAX
17797.50
FP 102812

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, said party of the first part has caused its name to be signed to these presents the day and year first above written.

Dated this 19 day of Aug, 20 09

ENVIRONS DEVELOPMENT HARTLAND PARK, LLC,
an Illinois limited liability company,
by ENVIRONS DEVELOPMENT HOLDINGS, LLC, an
Illinois limited liability company, its sole member

By: *Kenneth F. Brinkman*
KENNETH F. BRINKMAN, MEMBER

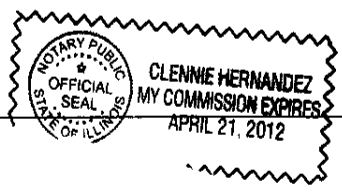
Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that KENNETH F. BRINKMAN, as Member of ENVIRONS DEVELOPMENT HOLDINGS, LLC, an Illinois limited liability company sole member of ENVIRONS DEVELOPMENT HARTLAND PARK, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such sole member of said limited liability company appeared before me this day in person and acknowledged that as such member he signed and delivered such instrument, pursuant to authority given by said company, as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

Given under my hand and official seal, this 19 day of Aug, 20 09

Clennie Hernandez (Notary Public)



Prepared by:
Joseph R. Julius - AA84
116 S. Arlington Heights Road, Suite 203
Arlington Heights, IL 60005

Name and Address of Taxpayer:

S. Jin Park
2730 N. Hartland Court
Chicago, IL 60614

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description: Parcel 1:

Lots SF-1, in the Hartland Park Subdivision, being a resubdivision of part of Lot 3 in the Northeastern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded December 20, 2004 as document number 0435534098, in Cook County, Illinois.

Parcel 2:

Easements for the benefit of Parcel 1 as created by the Declaration of Covenants, Conditions, Restrictions and Easements for Hartland Park Master Homeowners Association, recorded October 11, 2005 as document number 0528418110 and re-recorded to correct the legal description on October 12, 2005 as document number 0528527027, as more fully described therein and according to the terms set forth therein.

Parcel 3:

Easements for the benefit of Parcel 1 as created by the Declaration of Covenants, Conditions, Restrictions and Easements for Hartland Park Single Family Homes, recorded October 3, 2005 as document number 0528627151, as more fully described therein and according to the terms set forth therein.

Parcel 4:

A non-exclusive easement for the benefit of Parcel 1 for ingress and egress from said parcel as created by deed from Northwestern Terra Cotta Company to the Rizzo Brothers Warehouse Corporation, dated October 8, 1953 and recorded October 22, 1953 as document 15751224 and amended by agreement recorded as document number 90188588 and re-recorded as document number 90235681 over the following described property:

That part of Lot 3 in Northeastern Terra Cotta Company's resubdivision aforesaid and that part of vacated North Hermitage Avenue lying East of and adjoining said Lot 3 described as follows:

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Beginning at the point of intersection of the East line of the West 14 feet of said vacated North Hermitage Avenue with the Southerly line of the present existing driveway which point is 119.33 feet more or less North of the North line of West Wrightwood Avenue and running thence Westerly along said Southerly line of said existing driveway, which Southerly line is a Southerly line of property described as Parcel 2, in a deed dated January 30, 1946 and recorded in the Recorder's Office of Cook County, Illinois as document number 13708497 and continuing Westerly along said Southerly line extended a distance of 90.83 feet more or less to its intersection with the East line of property described as Parcel 3 in said deed, thence Northerly along said East line of said Parcel 3 a distance of 10.56 feet to its intersection with a Westward extension of the line of the South face of a brick building; thence Easterly along said line of the South face of a brick building along said Westward extension thereof and along an Eastward extension thereof a distance of 90.73 feet more or less to its intersection with said East line of the West 14 feet of vacated North Hermitage Avenue and thence South along said East line of the West 14 feet a distance of 10.69 feet to the point of beginning excepting from the above described land any part or parts thereof, if any, which are now occupied by buildings or structures situated, in Cook County, Illinois.

Parcel 5:

Easement for ingress and egress for the benefit of Parcel 1 over and across the following described land:

That part of Lot or Block 3, together with that part of vacated North Hermitage Avenue lying East of and adjoining said Lot or Block 3, all in Northwestern Terra Cotta Company's resubdivision of a part of the North East 1/4 of the Southeast 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, included within a parcel of land bounded and described as follows:

Beginning at the point of intersection of the East line of the West 26 feet of said vacated North Hermitage Avenue with the North line of West Wrightwood Avenue, and running thence North along said East line of the West 26 feet, a distance of 80 feet; thence Northeastwardly a distance of 59.94 feet to a point which is 39 feet East from the West line of said vacated North Hermitage Avenue and 138.50 feet North from said North line of West Wrightwood Avenue; thence Northwestwardly a distance of 92.59 feet to a point on the East line of said West 26 feet which is 230 feet North from said North line of West Wrightwood Avenue; thence North along said East line of the West 26 feet a distance of 260.15 feet to the point of intersection of the East line of the West 26 feet aforesaid, with a Westward extension of the center line of the South wall (measuring 12 1/2 inches in thickness), of a one story brick building situated upon Lot or Block 2 in said Northwestern Terra Cotta Company's resubdivision; thence West along said Westward extension of the center line of said brick wall a distance of 41.32 feet to a point on the West line of the East 15.32 feet of said Lot or Block 3 which is 509.85 feet North from the South line of said Lot or Block 3; thence South along said West line of the East 15.32 feet of said Lot or Block 3, distance of 74.88 feet to the North line of the South 435 feet said Lot or Block 3; thence East along said North line of the South 435 feet of said Lot or Block 3 a distance of 0.32 feet to a point which is 15 feet West from the East line of said Lot or Block 3; thence Southeastwardly along a straight line, a distance of 21.29 feet to a point on the East line of said Lot or Block 3 which is 420 feet North from the South East corner of said Lot or Block 3; thence South along said East line of Lot or Block 3, a distance of 290 feet to the South face of a brick building which is 130 feet North from the South East corner of said Lot or Block 3; thence East along an Eastward extension of the line of said South face of said brick building, a distance of 14 feet; thence South along the East line of the West 14 feet of said vacated North Hermitage Avenue, a distance of 130.02 feet to its intersection with said North line of West Wrightwood

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Avenue; and thence East along said North line, a distance of 12 feet to the point of beginning, as set forth in grant of easements dated July 15, 1983 and recorded October 5, 1983 as document 26809313.

Excepting therefrom that part vacated by Construction and Easement Agreement recorded September 5, 2002 as document number 0020976372 and described as follows:

Triangle Easement Vacation: That part of vacated North Hermitage Avenue lying East and adjoining Block 3 in Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the East line of the West 26 feet of said vacated North Hermitage Avenue with the North line of West Wrightwood Avenue and running thence North along said East line of the West 26 feet, a distance of 80 feet to the point of beginning; thence Northeasterly, a distance of 59.94 feet to a point which is 39 feet East from the West line of said vacated North Hermitage Avenue and 138.50 feet North from said North line of West Wrightwood Avenue; thence Northwesterly a distance of 92.59 feet to a point on the East line of said West 26 feet which is 230 feet North from said North line of West Wrightwood Avenue; thence South along said East line of the West 26.0 feet, a distance of 150.0 feet to the point of beginning, in Cook County, Illinois.

Strip Easement Vacation: That part of vacated North Hermitage Avenue lying East and adjoining Block 3 in Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at the point of intersection of the East line of the West 26 feet of said vacated North Hermitage Avenue with the North line of West Wrightwood Avenue and running thence North 00 degrees 00 minutes 05 seconds along said East line of the West 26 feet, a distance of 510.19 feet; thence South 89 degrees 59 minutes 55 seconds West 5.00 feet; thence South 00 degrees 00 minutes 05 seconds East 510.15 feet to the North line of West Wrightwood Avenue; thence South 89 degrees 35 minutes 32 seconds East along said North line 5.00 feet to the point of beginning, in Cook County, Illinois.

Parcel 6:

Easement for ingress and egress for the benefit of Parcel 1 over, upon and across the following described land:

That part of Lot or Block 3 in Northwestern Terra Cotta Company's resubdivision of a part of the North East 1/4 of the South East 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

Beginning at the point of intersection of the West line of the East 15.32 feet of said Lot or Block 3 with a Westward extension of the South line of the North 247 feet of Block 2 in Northwestern Terra Cotta Company's Resubdivision (said point of intersection being 868.96 feet North from the South line of said Lot of Block 3) and running thence South along the West line of said East 15.32 feet of said Lot or Block 3 a distance of 30 feet, thence East along the North line of the South 838.96 feet of said Lot or Block 3, a distance of 15.32 feet more or less to the East line of said Lot or Block 3, thence North along the East line of said Lot or Block 3, a distance of 30 feet, and thence West along the North line of the South 868.96 feet of said Lot or Block 3, a distance of 15.32 feet to the point of beginning as set forth in grant of

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easements dated July 15, 1983 and recorded October 5, 1983 as document 26809313.

Parcel 7:

Easement for operation, maintenance, repair, inspection and replacement of existing telephone, electric, gas water sewer and sprinkler system lines and installations for the benefit of Parcel 1 over the following described land:

That part of Tract IV as described in grant of easements hereinafter noted falling within the West 36 feet of vacated Hermitage Avenue in the East 1/2 of the South East 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, as set forth in grant of easements dated July 15, 1983 and recorded October 5, 1983 as document 26809313.

Parcel 8:

Easement for ingress and egress for the benefit of Parcel 1 over, across and upon the following described land:

The North 30 feet of that part of Lot or Block 2, together with that part of vacated North Hermitage Avenue lying West of and adjoining said Lot or Block 2 in Northwestern Terra Cotta Company's Resubdivision of a part of the North East 1/4 of the South East 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, included within a parcel of land which is bounded and described as follows:

Beginning at the point of intersection of the South line of the North 247 feet with the West line of the East 140 feet of said Lot or Block 2, and running thence South along the West line of the East 140 feet aforesaid a distance of 357.54 feet to the point of intersection of said West line with an Eastward extension of the center line of the South wall, (measuring 12 1/2 inches in thickness), of a one story brick building; thence West along said Eastward extension, along the center line of said wall, and along a Westward extension of said center line, a distance of 191.12 feet to a point on the East line of Lot or Block 3 in said Northwestern Terra Cotta Company's Resubdivision, which point is 509.98 feet North from the South East corner of said Lot of Block 3; thence North along the East line of said Lot or Block 3, (being also the West line of said vacated North Hermitage Avenue, a distance of 358.97 feet to the point of intersection of said East line with a Westward extension of said South line of the North 247 feet of said Lot or Block 2, and thence East along said Westward extension and along said South line of the North 247 feet of Lot or Block 2, a distance of 191.04 feet to the point of beginning, as set forth in the grant of easements dated July 15, 1983 and recorded October 5, 1983 as document 26809313.

Parcel 9:

Easement for ingress and egress for the benefit of Parcel 1 over, upon and across the following described property:

The North 30 feet of that part of Lot or Block 2 in the Northwestern Terra Cotta Company's Resubdivision of a part of the North East 1/4 of the South East 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows:

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Beginning at a point on the East line of said Lot or Block 2 which is 247 feet South of the North East corner thereof and running thence South along said East Lot or Block line a distance of 193.68 feet to the North line of the South 675 feet of said Lot or Block; thence West along said North line of South 675 feet a distance of 140 feet; thence North parallel with said East line of Lot or Block 2 a distance of 193.80 feet to a point 247 feet South of the North line of said Lot or Block 2, thence East parallel with said North Lot or Block line a distance of 140 feet to the place of beginning, in Cook County, Illinois, as set forth in the grant of easements dated July 15, 1983 and recorded October 5, 1983 as document 26809313.

Parcel 10:

Easement for ingress and egress for the benefit of Parcel 1 over, upon and across the following described land:

That part of Lot or Block 3 in the Northwestern Terra Cotta Company's Resubdivision of a part of the North East 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

Commencing on the North line of the South 435 feet of said Lot or Block 3 at a point which is 15.32 feet West from the East line of said Lot or Block 3, thence North along the West line of the said East 15.32 feet a distance of 35.18 feet to a point of beginning of that part of Lot or Block 3 hereinafter described; thence West along a line 470.18 feet North from and parallel with the South line of Lot or Block 3, a distance of 100 feet to a point thence Northwardly to a point 21.04 feet South of the North line of the South 890 feet of Lot or Block 3 at a point 100 feet West of the West line of the East 15.32 feet of Lot or Block 3; thence East along the North line of the South 868.96 feet of said Lot or Block 3, a distance of 100 feet to the West line of the East 15.32 feet of said Lot or Block 3; thence South along the West line of the East 15.32 feet aforesaid, a distance of 30 feet to the North line of the South 838.96 feet of said Lot or Block 3; thence West along the North line of the South 838.96 feet aforesaid, a distance of 80 feet to the West line of the East 95.32 feet of said Lot or Block 3; thence South along the West line of the East 95.32 feet aforesaid, a distance of 329.08 feet to the North line of the South 509.88 feet of said Lot or Block 3; thence East along the North line of the South 509.88 feet of said Lot or Block 3, to the West line of the East 15.32 feet aforesaid and thence South along the West line of the East 15.32 feet, aforesaid, a distance of 39.70 feet to the point of beginning as set forth in the grant of easements dated July 15, 1983 and recorded October 5, 1983 as document 26809313.

Easements for the benefit of Parcel 1 as created by Construction and Easement Agreement and subject to its' terms dated August 30, 2002 by and among LaSalle Bank National Association as Trustee under Trust Agreement dated May 16, 1986 and known as Trust No. 11109 ("TAG Trust"), SJR Corporation, an Illinois corporation and LaSalle Bank National Association, as trustee under Trust Agreement dated March 27, 1986 and known as Trust No. 6703 Dated August 30, 2002 and recorded September 5, 2002 as document number 0020976372, described as follows:

Parcel 11 (Hermitage South Parcel):

Easement for the ingress and egress, and to install, maintain, repair and replace utilities, over the East 21 feet of the following described tract of land:

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That part of Lot or Block 3 together with that part of vacated North Hermitage Avenue lying East of and adjoining said Lot or Block 3 all in Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, included within a parcel of land bounded and described as follows:

Beginning at the Southeast corner of said Lot or Block 3; thence North 89 degrees 35 minutes 37 seconds West along the South line of said Block 3, 9.0 feet; thence North 00 degrees 00 minutes 05 seconds West parallel with the East line of Block 3, 509.94 feet; thence North 89 degrees 59 minutes 55 seconds West parallel with the East line of Block 3, 509.94 feet; thence North 89 degrees 59 minutes 55 seconds East 30.0 feet; thence South 00 degrees 00 minutes 05 seconds East 510.15 feet to the Eastern extension of the South line of Block 3 aforesaid; thence North 89 degrees 35 minutes 32 seconds West along said extension, 21.0 feet to the point of beginning, in Cook County, Illinois.

Parcel 12 (Hermitage North Parcel).

Easement for the ingress and egress over the East 21 feet of the following described tract of land:

That part of Lot or Block 3 together with that part of vacated North Hermitage Avenue lying East of and adjoining said Lot or Block 3 all in Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, included within a parcel of land bounded and described as follows:

Commencing at the Southeast corner of said Lot or Block 3; thence North 89 degrees 35 minutes 37 seconds West along the South line of said Block 3, 9.0 feet; thence North 00 degrees 00 minutes 05 seconds West Parallel with the East line of Block 3, 509.94 feet to the point of beginning; thence North 89 degrees 59 minutes 55 seconds East 30.00 feet; thence North 00 degrees 00 minutes 05 seconds West 328.80 feet; thence North 89 degrees 31 minutes 29 seconds West 30.00 feet; thence South 00 degrees 00 minutes 05 seconds East 329.04 feet to the point of beginning, in Cook County, Illinois.

Parcel 13:

Easement for ingress and egress created by plat thereof recorded August 1, 2003 as document number 0321318043 over and upon that part of the land described as follows:

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That part of Lot or Block 3 together with that part of vacated North Hermitage Avenue lying East of and adjoining said Lot or Block 3 all in Northwestern Terra Cotta Company's Resubdivision of a part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, included within a Parcel of land bounded and described as follows: Commencing at the Southeast corner of said Lot or Block 3; thence North 00 degrees 00 minutes 05 seconds West along the East line of Block 3, 225.87 feet to the point of beginning; thence continuing North 00 degrees 00 minutes 05 seconds West along the last described East line 28.00 feet; thence South 89 degrees 59 minutes 22 seconds West 142.83 feet to a point of curve; thence Northerly along an arc of a circle convex Southwesterly and having a radius of 30.00 feet for a distance of 47.13 feet to a point of tangency (the chord of said arc having bearing of North 45 degrees 00 minutes 22 seconds West and a distance of 42.43 feet); thence North 00 degrees 00 minutes 45 seconds West 51.99 feet; thence North 20 degrees 29 minutes 53 seconds West 6.17 feet; thence North 00 degrees 00 minutes 05 seconds West 476.94 feet to a point of curve; thence Northerly along an arc of a circle convex Northwesterly and having a radius of 10.00 feet, a distance of 15.71 feet to a point of tangency (the chord of said arc having a bearing of North 44 degrees 59 minutes 58 seconds East and having a distance of 14.14 feet); thence North 90 degrees 00 minutes 00 seconds East 73.67 feet; thence North 00 degrees 00 minutes 05 seconds West 11.07 feet; thence South 89 degrees 35 minutes 37 seconds East 76.00 feet; thence North 00 degrees 00 minutes 05 seconds West 30.00 feet; thence North 89 degrees 35 minutes 37 seconds West 76.00 feet; thence South 00 degrees 00 minutes 05 seconds East 11.20 feet; thence North 89 degrees 42 minutes 12 seconds West 24.00 feet; thence North 90 degrees 00 minutes 00 seconds West 79.67 feet; thence South 00 degrees 00 minutes 05 seconds East 510.69 feet; thence South 04 degrees 22 minutes 26 seconds East 28.31 feet; thence South 00 degrees 00 minutes 05 seconds East 93.80 feet; thence North 89 degrees 59 minutes 22 seconds East 192.83 feet to the point of beginning, in Cook County, Illinois.

Permanent Index #'s: 14-30-403-130-0000 Vol. 0491

Property Address: 2730 North Hartland Court, Chicago, Illinois 60614

Cook County Clerk's Office

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EXHIBIT "B" ATTACHMENT TO DEED

HARTLAND PARK

Property is conveyed subject to the following (the "Permitted Exceptions"):

- (a) current non-delinquent real estate taxes and taxes for subsequent years;
- (b) special taxes or assessments for improvements not yet completed and other assessments or installments thereof not due and payable at the time of Closing;
- (c) Information and Disclosure contained in the "No Further Remediation" letter from the Illinois Environmental Protection Agency recorded April 25, 2003 as Document Number 0311545038;
- (d) Information and Disclosure contained in the "No Further Remediation" letter from the Illinois Environmental Protection Agency recorded July 15, 2003 as Document Number 0319627065;
- (e) public, private and utility easements recorded at any time prior to Closing (as hereinafter defined) including any easements established by or implied from the Declaration and/or the Master Declaration;
- (f) covenants, conditions, restrictions and easements of record;
- (g) applicable building and zoning laws, statutes, ordinances and restrictions;
- (h) road and highways, if any;
- (i) leases and licenses affecting Common Area;
- (j) matters set forth in the Plat of Subdivision for the Project;
- (k) 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 Seller shall so remove at that time by using the funds to be paid upon delivery of the Deed;
- (l) matters over which the Title Company (as hereinafter defined) is willing to insure;
- (m) acts done or suffered by the BUYER or anyone claiming by, through or under BUYER;
- (n) BUYER'S mortgage, if any;
- (o) covenants pertaining to the proper removal and disposal of soil on the property;
- (p) Terms, conditions, provisions and easements as contained in the Declaration of Covenants, Conditions, Restrictions and Easements for the Hartland Park Master Homeowner's Association dated October 10, 2005 and recorded October 11, 2005 as document number 0528418110 and re-recorded October 12, 2005 as document number 0528527027 to correct the legal description. First Amendment thereto dated June 30, 2006 and recorded July 3, 2006 as document number 0618445099 and as further amended
- (q) Terms, conditions, provisions and easements as contained in the Declaration of Covenants, Conditions, Restrictions and Easements for Hartland Park Single Family Homes dated October 12, 2005 and recorded October 13, 2005 as document number 0528627151. First Amendment thereto dated October 10, 2006 and recorded October 11, 2006 as document number 0628426176 and as further amended.

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- (r) Memorandum of Development Agreement dated August 31, 2004 and recorded as document number 0426627163, made by and between Wrightwood Development Partners, LLC, an Illinois limited liability company, Hartland Park Town homes LLC, an Illinois limited liability company and Schillaci Birmingham Development II LLC, an Illinois limited liability company. First Amendment thereto dated October 10, 2006 and recorded October 11, 2006 as document number 0628426171 and as further amended.
- (s) Terms, provisions and requirements contained in Construction and Easement Agreement dated August 30, 2002 and recorded September 5, 2002 as document number 0020976372.

Note: Amendment to Construction and Easement Agreement dated April 22, 2004 and recorded April 29, 2004 as document number 0511903138, to correct the legal description of Exhibit D in the preceding document.

- (t) Terms, provisions and conditions relating to the easement described as Parcels 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12.
- (u) Rights of the adjoining owner and owners to the concurrent use of the easement described as Parcels 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12.
- (v) Easement for utilities along the East and West 10 feet of the lots SF-1, SF-2, SF-15, SF-16, SF-17, SF-18, SF-19, SF-20, SF 21, SF-22 and SF-23, as shown on Plat of Hartland Park Subdivision recorded December 20, 2004 as document number 0435534098.
- (w) Encroachment of building improvements onto the easements for utilities.

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EXHIBIT "C" ATTACHMENT TO DEED HARTLAND PARK

POWER OF ATTORNEY

- (a) Appointment and Acceptance of Power of Attorney. Grantee hereby appoints, designates and creates in Wrightwood Development Partners LLC, an Illinois limited liability company, and its successors and/or assigns ("Wrightwood"), a Power of Attorney on behalf of Grantee for the purposes set forth herein.
- (b) The Power of Attorney. The Power of Attorney is an irrevocable power of attorney to execute, acknowledge, file, register and/or record such instruments as may be desirable or necessary to effectuate the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements for Hartland Park Master Homeowner's Association recorded on October 11, 2005 as Document Number 0528418110 (the "Master Declaration"), the Planned Residential Development No. 797 (the "Planned Development"), the Plat of Hartland Park Subdivision recorded on December 20, 2004, as Document Number 0435534098 (the "Plat") and any other documents associated with the foregoing. By acceptance of this Deed, Grantee hereby confers onto Wrightwood this Power of Attorney, without further written consent, and hereby authorizes Wrightwood to enter into any contracts, applications permits, utility agreements, leases, agreement, dedications, grants, tax divisions, easements to adjacent property owners, other easements, releases, subdivisions or resubdivisions, amendments to the Planned Development (including, but not limited to, any amendments to the Planned Development to include additional adjacent property), the Master Declaration and the Plat which will affect the use of the Property after the date hereof. If requested by Wrightwood, Grantee agrees to execute and deliver to Wrightwood a Power of Attorney further memorializing Wrightwood's authority to act on Grantee's behalf for these matters without obtaining Grantee's signatures for the same. This Power of Attorney shall apply to Grantee's successors in title including any mortgages or any individual, partnership, corporation, limited liability company, trust or other entity whomsoever. The rights of Wrightwood to act pursuant to rights reserved or granted herein shall terminate at such time as neither Wrightwood, Hartland Park Townhomes LLC or Hartland Park II LLC holds or controls title to any Lot (as defined in the Master Declaration) under construction or intended by Wrightwood to be constructed upon the Development Site (as defined in the Master Declaration) and/or the Common Areas (as defined in the Master Declaration). Nothing contained in this paragraph shall be construed as giving Wrightwood authority to interfere with the use of the Property as a single family home.
- (c) Reservation of Rights and Deed Restriction. Each deed, mortgage, trust deed, or other evidence of obligation affecting the Property or conveyance of any portion of the Property upon the acceptance thereof shall be deemed to be a grant and acknowledgement of and a covenant and reservation of the power of Wrightwood to act pursuant to this Deed. Grantee shall disclose to all of its purchasers the reservation of rights to Wrightwood as set forth herein and shall put said reservation of rights in any subsequent deed to a purchaser of the Property. Nothing contained in this paragraph shall be construed as giving Wrightwood authority to interfere with the use of the Property as a single family home.