

Doc#: 1412116029 Fee: \$52.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/01/2014 12:25 PM Pg: 1 of 8

SPECIAL

THIS DOCUMENT WAS)
PREPARED BY:)

Christopher L. Hartmann)
Kirkland & Ellis LLP)
300 North LaSalle Street)
Chicago, Illinois 60654)

AFTER RECORDING)
RETURN TO:)

Robert W. LoSchiavo, Esq.)
Goldberg Weprin Finkel Goldstein)
LLP)
1501 Broadway, 22nd Floor)
New York, New York 10036)

[This space reserved for recording data.]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (the "Deed"), is made as of this 30th day of April, 2014, by SOUTHGATE APARTMENTS OWNER LLC, a Delaware limited liability company (the "Grantor"), having an office at 450 Park Avenue, New York, New York 10022, to CL SOUTHGATE LLC, a Delaware limited liability company, as to a sixty percent (60%) tenant in common interest, and 4050 SOUTHGATE LLC, a Delaware limited liability company, as to a forty percent (40%) tenant in common interest (each a "Grantee" and collectively, "Grantees"), both having an office at c/o Castle Lanterra Properties LLC, 1 Executive Boulevard, Suite 204, Suffern, New York 10901, Attn: Elie Rieder.

WITNESSETH:

That the Grantor for and in consideration of the sum of TEN AND 00/100THS DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the Grantees, the receipt and sufficiency of which is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL, REMISE, RELEASE, ALIEN AND CONVEY unto the Grantees and their successors and assigns FOREVER, all of the real estate, situated in the County of Cook and State of Illinois commonly known as 4050-4064 West 115th Street, Chicago, Illinois 60655 and legally described on Exhibit A attached hereto and made a part hereof together with the building structures, fixtures, and other improvements located on said real estate (the

Ms 561557 7 of 6

First American Title Order #

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“Property”), subject only to those matters described on Exhibit B attached hereto and made a part hereof (the “Permitted Exceptions”).

TO HAVE AND TO HOLD the Property subject only to the Permitted Exceptions, unto the Grantees and their successors and assigns forever.

Grantor does covenant, promise and agree, to and with the Grantees and their successors and assigns, that it has not done, or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, except as herein recited, and that it **WILL WARRANT AND FOREVER DEFEND** the Property against persons lawfully claiming, or to claim the same, by, through or under Grantor but not otherwise, except for claims arising under or by virtue of the Permitted Exceptions.

[Signature page to follow]

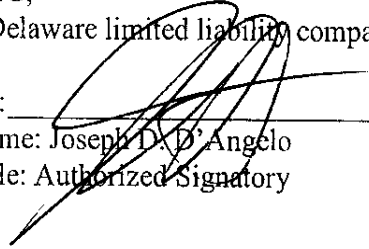
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IN WITNESS WHEREOF, the Grantor has caused its name to be signed to these presents on the date first set forth above.

GRANTOR:

SOUTHGATE APARTMENTS OWNER LLC,
a Delaware limited liability company

By: _____
Name: Joseph D. D'Angelo
Title: Authorized Signatory



Property of Cook County Clerk's Office

STATE TAX
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE
MAY -1.14

0000018917

REAL ESTATE TRANSFER TAX	11135.00
FP 103037	

City of Chicago
Dept. of Finance
665672
5/1/2014 12:06
dr00764



Real Estate Transfer Stamp
\$299,250.00
Batch 8,002,467

COOK COUNTY
REAL ESTATE TRANSACTION TAX
COUNTY TAX
APR. 30. 14
REVENUE STAMP



REAL ESTATE TRANSFER TAX
0556750
0000018767
FP 103042

Signature Page to Special Warranty Deed

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STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss:

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Joseph D. D'Angelo as Authorized Signatory of Southgate Apartments Owner LLC, a Delaware limited liability company (the "Grantor"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signatory, appeared before me this day in person and acknowledged he signed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of the Grantor, for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this 23rd day of APRIL, 2014.

Beth M. Brower
Notary Public: STATE OF NEW YORK

Commission Expiration:

9/24/18



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Exhibit A to Special Warranty Deed

Legal Description

THE EAST 15 ACRES (EXCEPT THE EAST 195 FEET AND EXCEPT THE SOUTH 50 FEET THEREOF) OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, N COOK COUNTY, ILLINOIS, WHICH IS ALSO KNOWN AS:

PARCEL 1: THE NORTH 160.0 FEET OF THE SOUTH 530 FEET OF THE EAST 15 ACRES (EXCEPT THE EAST 195.00 FEET THEREOF) OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 2: THE NORTH 160 FEET OF THE SOUTH 690.0 FEET OF THE EAST 15 ACRES (EXCEPT THE EAST 195.0 FEET THEREOF) OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 3: THE NORTH 160 FEET OF THE SOUTH 850.0 FEET OF THE EAST 15 ACRES (EXCEPT THE EAST 195.0 FEET THEREOF) OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 4: THE NORTH 160.0 FEET OF THE SOUTH 1010.0 FEET OF THE EAST 15 ACRES (EXCEPT THE EAST 195.0 FEET THEREOF) OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 5: THE NORTH 160.0 FEET OF THE SOUTH 1170.0 FEET OF THE EAST 15 ACRES (EXCEPT THE EAST 195.0 FEET THEREOF) OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 6: THE EAST 15 ACRES (EXCEPT THE EAST 195.0 FEET THEREOF AND EXCEPT THE SOUTH 1170.0 FEET THEREOF) OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO DESCRIBED AS THE NORTH 159.87 FEET OF THE SOUTH 1329.87 FEET OF THE EAST 15 ACRES (EXCEPT THE EAST 195.0 FEET THEREOF) OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 7: THE NORTH 320 FEET OF THE SOUTH 370. FEET (EXCEPT THE EAST 195.0 FEET THEREOF) OF THE EAST 15 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,

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ALL IN COOK COUNTY, ILLINOIS.

Common Address: 4050-4064 West 115th Street, Chicago, Illinois 60655
Permanent Index Number: 24-22-202-003-0000

Property of Cook County Clerk's Office

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Exhibit B to Special Warranty Deed

Permitted Exceptions

1. Taxes for the years 2013 and all subsequent years which are not yet due and payable.
2. Easement granted to Illinois Bell Telephone Company and Commonwealth Edison Company, their successors and assigns, to install, maintain, repair and operate their equipment together with right of access thereto as created by grant recorded November 13, 1969 as document 21011567 and the terms and provisions contained therein. (affects Parcel 7)
3. Easement in favor of the City of Chicago as contained in Ordinance recorded January 16, 1970 as document 21059783 whereby the City of Chicago has a right of way in and to, with the right and privilege and authority to construct, maintain, clean, repair, alter, use and operate water appurtenances and sanitary sewers with right of access thereto and as shown on plat of easement recorded as document 21062477. (affects part of Parcels 1 to 7)
4. Easement for ingress and egress to and for the use, maintenance, repair and replacement of a swimming pool as created by declaration recorded October 28, 1970 as document 21302093. (affects Parcels 2 and 5)
5. Easement to the City of Chicago in and to the east 20 feet of the west 40 feet of the land for installation and operation of sewers.
6. Reciprocal easements for the benefit of Parcels 1 to 7 as set forth in declaration recorded as document 21302093 for ingress and egress and for the use of the swimming pool for the purpose of recreation, maintenance, repair and replacement as well as ingress and egress to the pool, and the terms and provisions contained therein.
7. Unrecorded easements for Commonwealth Edison Company and Illinois Bell Telephone Company to use and maintain their facilities as disclosed by survey by Edward J. Molloy & Associates Ltd. dated October 15, 2004. (affects Parcels 1 to 6)
8. Easement granted to the Metropolitan Sanitary District of Greater Chicago, for a permanent subterranean easement and the right, privilege and authority to construct, operate, repair and maintain a sewer and the terms and provisions contained therein. (affects Parcel 7)
9. Unrecorded easement to the City of Chicago to maintain water mains along the east line of the land as shown on plat of survey by Edward J. Molloy & Associates dated October 15, 2004.
10. Possible unrecorded utility easement for sanitary sewer as disclosed by an 8 inch clay line running through the land and a 6 inch clayline running through the land as disclosed by survey by Edward J. Molloy & Associates Ltd dated October 15, 2004.

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11. Encroachment of the chain link fence located mainly on the land over onto the public way south and adjoining the land as disclosed by plat of survey by Edward J. Molloy & Associates Ltd dated October 14, 2004.
12. Non-exclusive easement granted to Horizon LLC recorded August 28, 2003 as document 0325310078 to install, maintain, repair and operate equipment installed for the purpose of high speed Internet access and other services to the property.
13. Rights of tenants, as tenants only, under unrecorded leases.
14. Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (and any exhibits), dated as of November 10, 2011, executed by Southgate Apartments Owner LLC for the benefit of Fannie Mae, as successor by assignment to Wells Fargo Bank, National Association.
15. Uniform Commercial Code Financing Statement naming Southgate Apartments Owner LLC as debtor and naming Fannie Mae, as successor by assignment to Wells Fargo Bank, National Association, as secured party.
16. Subordination, Non-disturbance and Attornment Agreement dated as of November 10, 2011, executed by Southgate Apartments Owner LLC, Fannie Mae, as successor by assignment to Wells Fargo Bank, National Association, and Coinmach Corp.