Prepared by: Larry N. Woodard, Esq. Miller, Canfield, Paddock and Stone, PLLC 225 W. Washington, Suite 2600 Chicago, IL 60606

After recording return to and send Subsequent Tax Bill to: Hard Six Properties, LLC 222 North LaSalle Street, Suite 800 Chicago, Illinois 60601



Doc#: 1415542052 Fee: \$52.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 06/04/2014 11:28 AM Pg: 1 of 8

SPECIAL WARRANTY DEED

VFC Properties 10 LLC, a Delaware limited liability company, whose address is c/o FirstCity Servicing Corporation, 64 00 Imperial Drive, Waco, Texas 76712 ("Grantor"), sells and conveys to Hard Six Properties, LIC, an Illinois limited liability company, whose address is 222 North LaSalle Street, Suite 800, Chicago, Illinois 60601 ("Grantee"), for such good and valuable consideration, in hand paid, does REMISE, RELEASE, ALIEN and CONVEY unto the Grantee and to their heirs and assigns, FOREVLR, all the following described real estate situated in the City of Chicago, Cook County, Illinois (the "Property"):

See Exhibit A attached hereto and incorporated herein.

Permanent Real Estate Index No.: 17-16-408-038-0000

Address of Real Estate: 633 S. Plymouth Ct., Chicago, Illinois

Reservations from and Exceptions to Conveyance and Warranty:

1. This conveyance is made and accepted subject to: (a) restrictive covenants affecting the Property as of the date of this Special Warranty Deed; (b) discrepancies, conflicts and shortages in area or boundary lines, or any encroachments or any overlapping of improvements; (c) taxes for the prior, current, and subsequent years and subsequent assessments for prior years and the current year due to change in land usage, ownership or valuation; (d) existing building and zoning ordinances, laws, regulations and ordinances of municipal and other governmental authorities; (e) utility easements common to the platted subdivision of which the Property is a part; (f) any and all restrictions, restrictive covenants, mineral reservations and interests, covenants, conditions, easements (visible and apparent or recorded) and rights-of-way, if any, relating to the above-described Property; and (g) all of those matters set forth on Exhibit B attached hereto and made a part hereof for all purposes.



- 2. Ad valorem taxes on the above-described Property are assumed by Grantee and Grantee covenants and promises to pay the same.
- 3. GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW WITH RESPECT TO ANY MATTER CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: (i) TITLE (OTHER THAN THE SPECIAL WARRANTY OF TITLE OF THIS DEED), (ii) HABITABILITY, MERCHANTABILITY OR SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE OR USE, (iii) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WATER, DRAINAGE AND GRADING, SOIL AND GEOLOGY, ZONING, LOCATION OF CEMETERIES, UTILITY AVAILABILITY OR HOOK-UP, EASEMENT RIGHTS, FLOOD PLAINS (OR PORTIONS OF THE PROPERTY IN A FLOOD PLAIN) AND THE COSTS AND REQUIREMENTS OF SAME, ACCESS TO STREETS, COSTS OF UTILITIES, LOCATION OF CURB CUTS AND MEDIAN **BREAKS** IN STREETS, **SEWAGE FACILITIES** (INCLUDING, WITHOUT LIMITATION, **AVAILABILITY** OR NONAVAILABILITY OF APPROPRIATE WATER AND **SEWER** CAPACITY) OR OTHER GOVERNMENTAL RIGHTS OR OBLIGATIONS, (iv) COMPLETENESS, OCCURACY OR APPROVAL OF PERMITS, SURVEYS, PLATS, PRELIMINARY PLATS, POLLUTION ABATEMENT PLANS, SUBDIVISION PLANS OR REPORTS CONCERNING THE PROPERTY, (v) TAX CONSEQUENCES, (vi) COMPLIANCE OF ALL OR ANY PART OF THE PROPERTY WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS WITH RESPECT TO HEALTH, THE ENVIRONMENT, ENDANGERED SPECIES AND **WETLANDS** (COLLECTIVELY, "ENVIRONMENTAL LAWS") INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980. AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, AS AMENDED, THE ENDANGERED SPECIES ACT (16 U.S.C. §1531, ET SEQ.), AS AMENDED, ANY STATE WATER, NATURAL RESOURCE OR SOLID WASTE DISPOSAL CODE OR ACT, AS AMENDED, (vii) THE EXISTENCE OF ASBESTOS, OIL, ARSENIC, PETROLEUM OR CHEMICAL LIQUIDS OR SOLIDS, LIQUID OR GASEOUS PRODUCTS OR HAZARDOUS SUBSTANCES AS THOSE TERMS AND SIMILAR TERMS ARE DEFINED OR USED IN APPLICABLE ENVIRONMENTAL LAWS, (viii) NATURE AND EXTENT OF ACCESS TO RIGHTS-OF-WAY OR UTILITIES, AVAILABILITY OF PERMITS TO ACCESS RIGHTS-OF-WAY OR UTILITIES ON THE PROPERTY, THE SELLER RETAINED PROPERTY OR LAND OWNED BY THIRD PARTIES; RIGHTS-OF-WAY, LEASES, ENCUMBRANCES, LICENSES, RESERVATIONS, CONDITIONS OTHER SIMILAR MATTERS, (ix) COMPLIANCE WITH ANY LAW. ORDINANCE OR REGULATION OF ANY GOVERNMENTAL ENTITY OR BODY, OR (x) PROPERTY OWNER CLAIMS OR CLAIMS, DEMANDS, OR OTHER MATTERS BY, AGAINST OR WITH RESPECT TO ANY

PROPERTY OWNERS ASSOCIATION OR RELATING TO ANY RESTRICTIVE COVENANTS ENCUMBERING THE PROPERTY. SALE OF THE PROPERTY IS MADE ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, AND ANY AND ALL WARRANTIES AND COVENANTS ARISING UNDER STATE LAW DO NOT APPLY TO THIS CONVEYANCE. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS HAD THE FULL, COMPLETE AND UNFETTERED RIGHT TO INSPECT THE PROPERTY TO GRANTEE'S SATISFACTION AND THAT THE PURCHASE PRICE PAID FOR THE PROPERTY WAS IN PART BASED UPON THE FACT THAT THIS CONVEYANCE WAS MADE BY GRANTOR WITHOUT WARRANTY OR REPRESENTATION (EXCEPT THE SPECIAL WARRANTY OF TITLE). BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS RELIED ONLY UPON GRANTEE'S OWN INSPECTIONS AS TO THE CONDITION OF THE PROPERTY, OR ITS OWN DECISION NOT TO INSPECT ANY MATTER.

Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as o the Reservations from and Exceptions to Conveyance and Warranty, when the claim is by, through, or under Grantor but not otherwise.

When the context requires, singular nouns and prorecans include the plural.

[SIGNATURE APPEARS ON FOLLOWING FAGE.]

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IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be signed effective as of MAY 22ND, 2014.

VFC PROPERTIES 10 LLC, a Delaware limited liability company

By: VFC Partners GP LLC, managing member

By: R

Name: JEFFREY R. COUPE

Its: SENIOR VICE PRESIDENT

STATE OF TEXAS

) ss.

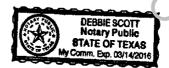
COUNTY OF McLENNAN

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared <u>Setting R coupe</u>, who is a <u>Setting President</u> for VFC Partners GP LLC, managing member of VFC Proporties 10, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, as the act and deed of said company and in the capacity therein stated.

Given under my hand and seal of office this 22 day of 7/24 . 2014

Notary Public

My term expires: 3/14/2014



REAL ESTATE TRANSFER		05/23/2014
	соок	\$525.00
	ILLINOIS:	\$1,050.00
	TOTAL:	\$1,575.00
47.40.400.000.000		

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 CHICAGO:
 \$7,875.00

 CTA:
 \$3,150.00

 TOTAL:
 \$11,025.00

 17-16-408-038-0000 | 20140501602356 | Z1D6TQ

EXHIBIT A TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

Real estate (and improvements thereon) located in the City of Chicago, Cook County, Illinois, described more particularly as:

PARCEL 1:

THAT PART OF LOTS 17, 18, 19 AND 20, TAKEN AS A TRACT, OF BRAND'S SUBDIVISION OF BLOCK 136 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

LYING ABOVE ON ELEVATION OF 16.17 FEET AND BELOW AN ELEVATION OF 30.19 FEET (CITY OF CHICAGO DATUM), BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST ALONG THE WEST LINE OF SAID TRACT, 14.71 FEET; THENCE SOUTH 89 DECREES, 42 MINUTES, 00 SECOND EAST, 0.60 OF A FOOT TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES, 42 MINUTES, 00 SECOND EAST, 17.53 FEET; THENCE NORTH 00 DEGREE, 18 MINUTES, 00 SECOND EAST, 1.63 FEET; THENCE SOUTH \$9 DEGREES, 42 MINUTES, 00 SECOND EAST, 2.33 FEET; THENCE SOUTH 00 DEGREE, 18 MINUTES, 00 SECOND WEST, 7.76 FEET; THENCE SOUTH 89 DEGREES, 42 MINUTES 00 SECOND EAST, 14.20 FEET; THENCE NORTH 00 DEGREE, 18 MINUTES, 00 SECOND EAST, 7.14 FEET; THENCE SOUTH 89 DEGREES, 42 MINUTES, 00 SECOND, 5.73 FEET; THENCE NORTH 00 DEGREE, 18 MINUTES, 00 SECOND EAST, 0.62 OF A FOOT; THENCE SOUTH 89 DEGREES, 42 MINUTES, 00 SECOND EAST, 8.64 FEET; THENCE SOUTH 12 DEGREES, 39 MINUTES, 46 SECONDS EAST, 3.93 FEET; THENCE SOUTH 89 DEGREES, 42 MINUTES, 00 SECOND EAST, 9.77 FEET; THENCE NORTH 00 DEGREE, 18 MINUTES, 00 SECOND EAST, 0.23 OF A FOOT; THENCE SOUTH 89 DEGREES, 42 MINUTES, 00 SECONDS EAST, 11.72 FEET; THENCE SOUTH 00 DEGREE, 01 MINUTE, 52 SECONDS WEST, 23.58 FEET; THENCE SOUTH 89 DEGREES, 42 MINUTES, 00 SECOND EAST, 26.78 FEET; THENCE SOUTH 00 DEGREE, 05 MINUTES, 09 SECONDS, 10.67 FEET; THENCE NORTH 89 DEGREES, 39 MINUTES, 58 SECONDS WEST, 3.96 FEET; THENCE SOUTH 00 DEGREE, 05 MINUTES, 09 SECONDS WEST, 4.78 FEET; THENCE SOUTH 89 DEGREES, 39 MINUTES, 58 SECONDS EAST, 3.96 FEET; THENCE SOUTH 00 DEGREE, 05 MINUTES, 09 SECONDS WEST, 42.85 FEET; THENCE NORTH 89 DEGREES, 39 MINUTES, 58 SECONDS WEST, 87.79 FEET; THENCE NORTH 00 DEGREE, 04 MINUTES, 35 SECONDS WEST, 3.69 FEET; THENCE NORTH 89 DEGREES, 39 MINUTES, 58 SECONDS WEST, 6.14 FEET; THENCE SOUTH 00 DEGREE, 01 MINUTE, 02 SECONDS WEST, 0.41 OF A FOOT; THENCE NORTH 89 DEGREES, 39 MINUTES, 58 SECONDS WEST, 3.75 FEET; THENCE NORTH 00 DEGREE, 01 MINUTE, 02 SECONDS EAST, 80.53 FEET TO THE POINT OF BEGINNING, THE PRECEDING COURSES AND DISTANCES ARE INTENDED TO FOLLOW THE MAIN INTERIOR FACE OF THE

FINISHED WALLS OF THE COMMERCIAL PORTION OF THE BUILDING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE POPE BUILDING DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 16, 1985 AS AMENDED AND RESTATED ON APRIL 18, 1991 AND KNOWN AS TRUST NUMBER 66307, RECORDED DECEMBER 28, 1999 AS DOCUMENT 09200617, AS AMENDED BY FIRST AMENDMENT RECORDED FEBRUARY 25, 2000 AS DOCUMENT 00141139, AND BY FIRST SPECIAL AMENDMENT RECORDED DECEMBER 19, 2010 AS DOCUMENT 00997498, AND

AS CREATED BY DEED RECORDED FEBRUARY 21, 2002 AS DOCUMENT 0020204200, FOR THE PURPOSES SLT FORTH IN SAID DECLARATION, OVER THE RESIDENTIAL PORTION OF THE OF THE FOLLOWING DESCRIBED LAND:

LOTS 17, 18, 19 AND 20 OF PAND'S SUBDIVISION OF BLOCK 136 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MER'NAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index No.: 17-16-408-038-0000

Commonly known as: 633 S. Plymouth Ct., Chicago, Illinois

60605 C/C/T/S OFFICE

EXHIBIT B TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

- 1. Real estate taxes and assessments and sewer and water charges not yet due and payable (subject to proration as provided for in the Agreement).
- 2. Easements and rights of way for utilities servicing the Premises.
- 3. Facts that could be disclosed by an accurate survey of the Premises, whether or not a survey is obtained. This Permitted Encumbrance does not obligate Seller to provide a survey of the Premises.
- 4. Rights, poblic and private, in and to roads or alleyways abutting or adjoining the Premises.
- 5. Rights, restrictions and matters of record which do not materially adversely affect Buyer's intended use of the Promises; however, all matters of record shall be a Permitted Encumbrance for purposes of the Deed.
- 6. Other covenants, reservations and restrictions of record provided that none of the same materially adversely affect the use of the Premises as zoned on the date of this Agreement; however, all matters of record shall be a Permitted Encumbrance for purposes of the Deed.
- 7. All items listed on any Schedule B, B-I and/or D-II of any title insurance commitment and/or policy previously delivered by Seller to Buyer.
- 8. Any municipal liens affecting the Premises.
- 9. Any discrepancies, conflicts, or shortages in area or ocundary lines, or any encroachments or protrusions, or overlapping of improvements.
- 10. The standard printed exceptions in any title commitment or policy to be provided regarding the Assets.
- 11. Standby fees, taxes and assessments by any taxing authority for the year 2014, and subsequent years; subsequent taxes and assessments by any taxing authority for prior years and the current year due to change in land usage, ownership or valuation, or because of improvements not assessed or under assessed for a previous tax year and/or the current year; and prior years taxes not paid at Closing (proration final as provided in Section 5(a) of the Agreement).
- 12. Rights of tenants or parties in possession including those claiming under any unrecorded rental or lease agreements.
- 13. Encroachment of 12 story brick building located on the land over and onto public way at the Southwest corner of the building by 0.17 of a foot at 10th floor by 0.35 of a foot, at

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top by 0.52 of a foot at the Northwest corner by 0.08 of a foot at the 10th floor by 0.12 of a foot and at the Southeast cornet by 0.13 of a foot disclosed by Survey made by Gremley & Biedermann, Inc., dated March 26, 1991 as No. 91377.

- 14. Encroachment of the cornice attached to the 12 story brick building located on the land over and onto public way along the entire west wall and art of the North and South walls by 0.83 of a foot at 10th and 11th floors and between 3rd and 4th floors by 0.74 of a foot and by 0.74 of a foot at the 12th floor, as disclosed by Survey made by Gremley & Biedermann, Inc., dated March 26, 1991 as No. 91377.
- 15. Encreachment of the steel doorway near the Southwest corner of the structure by 0.88 of a foot and the 0.27 of a foot by 10 foot entrance near the Northwest corner of structure and the twing at the Northwest corner of the structure and all vents on the East side of the structure, as disclosed by Survey made by Gremley & Biedermann, Inc., dated March Of Coot County Clark's Office 26, 1991 as No. 91377.

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