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15 1400032903 MAY

THIS DOCUMENT WAS PREPARED BY:

Greenberg Traurig, LLP 77 W. Wacker Drive Suite 3100 Chicago, Illinois 60601 Attn: Meredith L. Katz, Esq.

UPON RECORDING RETURN TO:

Benjamin, Gussin & Associates 801 Skokie Boulevard Suite 100 Northbrook, Illinois 60062 Attn: Adam Heiman, Esq.

MAIL SUBSEQUENT TAX BILLS TO

Riverwood Apartments LLC c/o Bayshore Properties, Inc. 333 Neringa Lane Hobart, Indiana 46342



Doc#: 1516716067 Fee: \$54.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Karen A.Yarbrough

Cook County Recorder of Deeds
Date: 06/16/2015 03:47 PM Pg: 1 of 9

logabove space for recorders use only

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of 4th day of June, 2015 by Waterton Edgewood Investors, L.L.C., a Delaware limited liability company, having an address at c/o Waterton Associates, 30 South Wacker Drive, Suite 3600, Chicago, Illinois (<u>Grantor</u>), in favor of Riverwood Apartments LLC, an Illinois limited liability company, having an address at c/o Bayshore Properties, Inc., 333 Neringa Lane, Hobart, Indiana (<u>Grantee</u>).

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto Grantee and Grantee's heirs, successors and assigns, in and to the following described land (the "Land") in Cook County, Illinois:

See Exhibit A attached hereto and incorporated herein by reference for the description of the Land conveyed herein.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto.

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TO HAVE AND TO HOLD the same unto Grantee and Grantee's heirs, successors and assigns in fee simple forever.

This conveyance is made subject to those matters described on Exhibit B attached hereto and to applicable zoning ordinances, matters appearing on any recorded plat of the land, and taxes for the current year.

And Grantor does hereby covenant with Grantee that, except as noted above, title to the Land is free from all encumbrances made by Grantor, and that Grantor will warrant and defend gain. Scept as. the same against the lawful claims and demands of all persons claiming by, through or under Grantor (except as noted above), but against none other.

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IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed the day and year first above-written.

GRANTOR:

WATERTON EDGEWOOD INVESTORS, L.L.C., a Delaware limited liability company

Vame.

Its: Authorized Signatory

REAL ESTATE TRANSFER TAX

17-Jun-2015

9

COUNTY: 3,189.75 ILLINOIS: 6,379.50 TOTAL: 9,569.25

30-29-206-049-0000 | 20150601692943 | 1-784-095-616

State of The County of Cook

lay of June 2015

Notary Public

"OFFICIAL SEAL" MICHELLE J BAYER

Notary Public, State of Illinois My Commission Expires 4/14/2018 Commission expires:

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

Parcel 1:

All of Lots 1, 2, 3, 4, 21 and 24 to 35, both inclusive, together with those parts of Lot 5, 7, 8, 12, 13, 16, 17, 18, 20, 22 and Out Lot "A" in King Arthur Apartments of Lansing, being a Subdivision in the East fractional half of Section 29, Township 36 North, Range 15 East of the Third Principal Meridian according to the Plat thereof filed with the Registrar of Titles on June 1, 1964, as Document Number LR 2153041, in Cook County, Illinois, which Lots and parts of Lots lie South, West, Northwesterly and Southwesterly of the following described line; Beginning at a point on the West line of said Lot 8, which point is 306.50 feet North of the North line or Lot 3, in said King Arthur Apartments Subdivision, and running thence East along a straight line perpendicular to said West line of Lot 8, a distance of 132.30 feet to a point; thence South 29 degrees 49 minutes 47 seconds East along a straight line, a distance of 335.0 feet to a point; thence South 60 degrees 10 minutes 13 seconds West along a straight line, a distance of 96.71 feet to a point; thence South along a straight line parailer to the East line of Lot 13 aforesaid, a distance of 129.68 feet to a point on the South line of said Lot 13; thence South 41 degrees 00 minutes 00 seconds East on a line parallel with the Northeasterly line of Lot 30 in said King Arthur Apartments Subdivision, a distance of 219.75 feet to a point of its intersection with the Northeasterly Prelongation of the Southeasterly line of Lots 25 and 26 in said King Arthur Apartments Subdivision, which point is 405.23 feet (measured along said Northeasterly Prolongation) Northeasterly from the most Easterly corner of said Lot 25; thence South 49 degrees 00 minutes 00 seconds West on the last described line, a distance of 188.7% feet to a point on the South line of Lot 17 aforesaid; thence South 41 degrees 00 minutes 00 seconds East cha straight line, a distance of 121.68 feet to a point on the North line of Lot 20 aforesaid; thence South along a straight line parallel with the East line of said Lot 19, and 23, a distance of 332.06 feet to its intersection with the Northerly line of the Tri-State Expressway as shown on the Plat of said King Arthur Apartments, of Lansing Subdivision; excepting therefrom those parts of Lot 13, 16, 17 and 18 together with that part of Out Lot "A", al. in King Arthur Apartments Subdivision aforesaid, bounded and described as follows: Beginning at the most Northerly corner of Lot 25 in the aforesaid Subdivision; thence North 49 degrees 00 minutes 00 seconds East in the Southeasterly lines of Lots 29 and 30 and on the Northeasterly Prolongation of the Southeasterly line of said Lot 30, a distance of 270.23 feet to a point on the West line of Lot 17 in said King Arthur Apartments Sundivision; thence North 41 degrees 00 minutes 00 seconds West on a line parallel with the Northeasterly line of said 1 of 30, a distance of 64.31 feet to the point of its intersection with the Southerly Prolongation of the most Easierly line of said Lot 3; thence North 00 degrees 00 minutes 00 seconds East on the last described line, a distance of 130.54 feet to the Southeast corner of said Lot 3; thence North 89 degrees 46 minutes 12 seconds Eact on a line, which is the Easterly Prolongation of the South line of said Lot 3, a distance of 63.99 feet to a point thence South 41 degrees 00 minutes 00 seconds East on a line parallel with the Northeasterly line of said Let 30, a distance of 275.73 feet to a point of its intersection with the Northeasterly Prolongation of the Southeasterly line of Lots 25 and 26 in said King Arthur Apartments Subdivision; thence South 49 degrees 00 minutes 07 seconds West on the last described line a distance of 405.23 feet to the most Easterly corner of Lot 25; thence North 41 degrees 00 minutes 00 seconds West on the Northeasterly line of said Lot 25; a distance of 153.67 feet to the point of beginning also

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Parcel 2:

Those parts of Lot 13, 16, 17 and 18, together with that part of Out Lot "A" in King Arthur Apartments of Lansing, being a Subdivision in the East fractional half of Section 29, Township 36 North, Range 15 East of the Third Principal Meridian according to the Plat thereof filed with the Registrar of Titles on June 1, 1964 as Document No. LR 2153041 in Cook County, Illinois bounded and described as follows: Beginning at the most Northerly corner of Lot 25 in the aforesaid Subdivision; thence North 49 degrees 00 minutes 00 seconds East on the Southeasterly lines of Lot 29 and 30 and on the Northeasterly prolongation of the Southeasterly line of said Lot 30, a distance of 270.23 feet to a point on the West line of Lot 17 in said King Arthur Apartments Subdivision; thence North 41 degrees 00 minutes 00 seconds West on a line parallel with the Northeasterly line of said Lot 30, a distance of 64.31 feet to the point of its intersection with the Southerly Prolongation of the most Easterly line of said Lot 3; thence North 00 degrees 00 minutes 00 seconds East on the last described line, a distance of 130.54 feet to the Southeast corner of said Lot 3; thence North 89 degrees 46 minutes 12 seconds East on a line, which is the Easterly Prolongation of the South line of said Lot 3, a distance of 53.99 feet to a point; thence South 41 degrees 00 minutes 00 seconds East on a line parallel with the Northeastery, line of said Lot 30, a distance of 275.73 feet to a point of its intersection with the Northeasterly Frolongation of the Southeasterly line of Lots 25 and 26 in said King Arthur Apartments Subdivision; thence South 49 degrees 00 minutes 00 seconds West on the last described line, a distance of 405.23 feet to the most Easterly corner of Lot 25; thence North 41 degrees 00 minutes 00 seconds West on the Northeasterly line of said Lot 25, a distance of 153.67 feet to the point of beginning also

Parcel 3:

Easements Appurtenant to and for the henefit of Parcels 1 and 2 as set forth in the Declaration of Covenants and Easements and as shown on Plat at acred thereto, dated June 19, 1972 and filed June 23, 1972 as Document LR 2631214 made by American No. Company, as Trustee under Trust No. 28667 over the following described property: All of Lots 6, 9, 10, 11, 14, 15, 19 and 23 together with those parts of Lots 5, 7, 8, 12, 13, 16, 17, 18, 20, 22 and Out Lot "A" in King Arthur Apartments of Lansing, being a Subdivision in the East fractional half of Section 29. Township 36 North, Range 15 East of the Third Principal Meridian according to the Plat thereof filed with the Registrar of Titles on June 1, 1964 as Document No. LR2153041, in Cook County, Illinois which Lots and pars of Lots lie North, East, Southeasterly and Northeasterly of the following described line; beginning at a point of the West line of said Lot 8, which point is 306.50 feet North of the North line of Lot 3, in said King Arthur Apartments Subdivision and running, thence East along a straight line perpendicular to said West line of Lot 8, a d'stance of 132.30 feet to a point; thence South 29 degrees 49 minutes 47 seconds East along a straight line, a distance of 335.0 feet to a point; thence South 60 degrees 10 minutes 13 seconds West along a straight line, a distance of 96.71 feet to a point; thence South along a straight line parallel to the East line of Lot 13 aforesa'd, 2 distance of 129.68 feet to a point on the South line of said Lot 13; thence South 41 degrees 00 minutes 00 seconds East on a line parallel with the Northeasterly line of Lot 30 in said King Arthur Apartments Subdivision, a distance of 219.75 feet to a point of its intersection with the Northeasterly Prolongation of the Southeasterly line of Lots 25 and 26 in said King Arthur Apartments Subdivision, which point is 405.23 feet (measured along as Northeasterly Prolongation) Northeasterly from the most Easterly corner of said Lot 25; thence South 49 degrees 00 minutes 00 seconds West on the last described line, a distance of 188.78 feet to a point on the South inc of Lot 17 aforesaid; thence South 41 degrees 00 minutes 00 seconds East on a straight line, a distance of 120 68 feet to a point on the North line of Lot 20 aforesaid; thence South along a straight line parallel with the East line of said Lots 19 and 23, a distance of 332.06 feet to its intersection with the Northerly line of the Tri-State Expressway as shown on the Plat of said King Arthur Apartments of Lansing Subdivision; in Cook County, Illinois.

ADDRESS: 3600-3620, 3630-3640 and 3650-3660 173rd Court; 3623, 3647, 3649 and 3701 173rd Court; 3622, 3648 and 3700 174th Court, Lansing, Illinois

PIN NUMBER(S): 30-29-206-049-0000 and 30-29-206-050-0000

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EXHIBIT B

PERMITTED EXCEPTIONS

- 1. GENERAL REAL ESTATE TAXES FOR THE YEARS 2014 (SECOND INSTALLMENT), 2015 AND SUBSEQUENT YEARS.
- 2. GRANT OF EASEMENT MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 28667 TO THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FILED MARCH 22, 1972 AS DOCUMENT LR2613674 FOR PUBLIC UTILITY PURPOSES INSTALL THEIR RESPECTIVE ELECTRIC **FACILITIES** COMMUNICATION FACILITIES, TOGETHER WITH RIGHT TO OPERATE, MAINTAIN REPAIR, RENEW, REPLACE AND REMOVE THEIR INSTALLED FACILITIES CVER, UPON AND ACROSS THE LAND APPROXIMATELY AS SHOWN ON SUCH DRAWINGS AS MAY HEREAFTER BE SUBMITTED BY SAID ELECTRIC COMPANY OR TELEPHONE COMPANY. (AFFECTS LOTS 4, 5, 12, 13, 19, 20, 21, 24 AND OUT LOT "A")
- 3. RIGHTS OF THE UNITED STATES OF AMERICA, STATE OF ILLINOIS AND THE MUNICIPALITY AND THE PUBLIC IN AND TO THAT PART OF THE LAND FALLING IN THE BED OF THE LITTLE CALUMET RIVER; ALSO RIGHTS OF THE PROPERTY OWNERS IN AND TO THE FREE AND UNOBSTRUCTED FLOW OF THE WATERS OF THE SAID RIVER (AFFECTS THE NORTHERLY PORTION OF OUT LOT "A", LOTS 9 AND 10 OF PARCEL 3)
- 4. TERMS, PROVISIONS AND CONDITIONS AS CONTAINED IN DECLARATION OF EASEMENTS AND COVENANTS FILED JUNE 23, 1972 AS DOCUMENT LR2631214 CREATING EASEMENTS FOR USE OF RECKEATIONAL FACILITIES, INGRESS AND EGRESS OVER STREETS AND SIDEWALKS FOR ACCESS TO PARKING SPACES FOR PUBLIC UTILITIES AND TO MAKE ALL EASEMENTS THEREIN MENTIONED APPURTENANT AND RELATING TO SHOW THE EASEMENTS HERE MENTIONED IN ALL DEEDS AND THAT SUCH MENTIONING IS SUFFICIENT TO CREATE SAID EASEMENT, ALSO PROVIDING FOR THE MAINTENANCE OF RECREATIONAL FACILITIES, COMMON AREAS AND STREETS AND SIDEWALKS, THE ADDITION OF OTHER PROPERTY, INSURANCE FOR RECREATIONAL FACILITIES, TRUSTEE LIABILITY AND THE PAYMENT OF REAL ESTATE TAXES ASSESSED AGAINST RECREATIONAL FACILITIES.
- 5. RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF THE EASEMENT DESCRIBED AS PARCEL 3.
- 6. GRANT OF CONSTRUCTION AND PERMANENT EASEMENTS TO CITY OF CHICAGO HEIGHTS FOR A WATER MAIN RECORDED SEPTEMBER 9, 1983 AS

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DOCUMENT 26771143, AFFECTING LOTS 1, 2, 3, 4, 8, 10 AND OUT LOT "A" OF THE LAND.

- 7. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED AS DOCUMENT NUMBER 20981715, AFFECTING LOTS 1, 2 AND 3 AND OUT LOT "A" OF THE LAND.
- 8. EASEMENT IN FAVOR OR COMMONWEALTH EDISON COMPANY AND ILLINO'S BELL TELEPHONE COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NLCESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT FILED AS DOCUMENT NUMBER LR2526189, AFFECTING LOTS 25, 27, 28, 29, 30, 31, 32, 33, 34 3) AND LOT "A" OF THE LAND.
- 9. EASEMENT IN FAVOR OF COMCAST OF ILLINOIS/WEST VIRGINIA, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, USE, MAINTAIN, OPERATE ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT DATED NOVEMBER 1, 2005 AND RECORDED APRIL 18, 2006 AS DOCUMENT NUMBER 0610832110.
- 10. MATTERS DISCLOSED BY PLAT OF SURVEY, WITH "SURVEY" DEFINED AS ALTA/ACSM LAND TITLE SURVEY PREPARED BY EDWARD J. MOLLOY & ASSOCIATES, LTD., DATED SEPTEMBER 1, 2010, LAST REVISED SEPTEMBER 15, 2010, AND DESIGNATED JOB NO. / ORDER NUMBER 2010-0232, FILE NO. 29-36-15, AS FOLLOWS:
 - a. RIGHTS OF PUBLIC AND QUASI-PUBLIC UTILITIES, IF ANY, IN THE LAND FOR MAINTENANCE THEREIN OF LIGHT POLES, HYDRANTS, MANHOLES, CATCH BASINS AND WATER VALVES, AS DISCLOSED ON SAID SURVEY.
 - b. RIGHTS TO USE AND MAINTAIN THE BUS SHELTER LOCATED ON PARCEL 1;
 - c. POSSIBLE RIGHTS OF OTHERS AS TO THE "OVERLAP AREA" SHOWN ON SURVEY; AND

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- d. ENCROACHMENT OF CONCRETE SIGN BASE OVER THE SOUTH LINE OF PARCEL 1 ONTO THE TRISTATE EXPRESSWAY RIGHT-OF-WAY.
- 11. MULTIFAMILY MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT DATED AS OF SEPTEMBER 30, 2010 BETWEEN GRANTOR AND CWCAPITAL LLC, A MASSACHUSETTS LIMITED LIABILITY COMPANY, TO SECURE INDEBTEDNESS IN THE AMOUNT OF \$18,000,000.00, AND RECORDED OCTOBER 5, 2010 AS DOCUMENT NUMBER 1027818032. AS AFFECTED BY ASSIGNMENT OF MORTGAGE TO FANNIE MAE RECORDED OCTOBER 5, 2010 AS DOCUMENT NUMBER 1027818033.
- 12. SECURITY INTEREST OF CWCAPITAL LLC, A MASSACHUSETIS LIMITED LIABILITY COMPANY, SECURED PARTY, UNDER CERTAIN DESCRIBED CHATTELS NAMING GRANTOR, DEBTOR, RECORDED OCTOBER 5, 2010 AS DOCUMENT NUMBER 1027818034, AND ASSIGNED TO FANNIE MAE.
- 13. UNRECORDED LAUNDRY LEASE WITH COIN-A-MATIC EQUIPMENT, AN ILLINOIS CORPORATION, AS DISCLOSED BY SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT DATED JUNE 20, 1997, RECORDED JUNE 30, 1997 AS DOCUMENT NUMBER 97469802.

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THIS INSTRUMENT PREPARED BY AND WHEN RECORDED RETURN TO:



VILLAGE OF LANSING CERTIFICATE OF PAYMENT OF OUTSTANDING SERVICE CHARGES

The undersigned, Village Treasurer for the Village of Lansing, Cook County, Illinois, certifies that all ours anding service charges, including but not limited to, water service, building code violations, and other charges, plus penalties for delinquent payments, if any, for the following described property have been paid in full as of the date of issuance set forth below.

Title Holder's Name:

Waterton Edgewood Investors, LLC

Mailing Address:

30 S Wacker Drive #3600

<u>Clarago, IL 60606</u>

Attorney or Agent:

Danita Swider-Greenberg Trauig, LLP

Telephone No.:

312-364-1622

Property Address

3600-3620, 3630-3640 & 7650 3660 173rd Ct

3623, 3647, 3649 & 3701 173

3622, 3648, & 3700 174th Ct

Lansing, IL 60438

Property Index Number (PIN)

30-29-206-049-0000 & 30-29-206-050-0000

Water Account Number

310 0140 00 01, 310 0130 00 01, 310 0120 00 01, 310 0040 00 01,

310 0030 00 01, 310 0020 00 01, 310 0010 00 01, 310 0710 00 01

310 0150 00 01

Date of Issuance:

May 27, 2015

State of Illinois)

County of Cook)

VILLAGE OF LANSING

This instrument was acknowledged before me on

.2015 by

Karen Giovane

(Signature of Notary Public)(SEAL)

OFFICIAL SEAL KAREN GIOVANE

PUBLIC - STATE OF ILLINOIS

COMMISSION EXPIRES P/29R20NLY 30 DAYS AFTER THE DATE OF ISSUANCE.