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This Document Prepared By:

Anne R. Garr
Freeborn & Peters LLP
311 South Wacker Drive, Suite 3000
Chicago, Illinois 60606



17170340540

Doc# 1717034054 Fee \$52.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/19/2017 01:30 PM PG: 1 OF 8

SPECIAL WARRANTY DEED

This Special Warranty Deed, made this 16th day of June, 2017, between Hoffman Estates Retail Investors LLC, an Illinois limited liability company ("Grantor"), and JPMorgan Chase Bank, National Association, a national banking association ("Grantee"), WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the Grantee, and to Grantee's successors and assigns FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois known and described on Exhibit A attached hereto and made a part hereof (the "Premises").

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or 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 Grantee and Grantee's successors and assigns forever.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with the Grantee and Grantee's successors and assigns, that during the period of time that Grantor held fee simple title to the Premises, it has not done or suffered to be done, anything whereby the Premises hereby granted are, or may be, in any manner encumbered or charged, except as set forth as "Permitted Title Exceptions" on Exhibit B attached hereto and made a part hereof; and that subject to such Permitted Title Exceptions, the Grantor WILL WARRANT AND DEFEND the Premises for the period of time that Grantor held fee simple title to the Premises against all persons lawfully claiming by, through or under the Grantor, but not otherwise.

[signature page to follow]

REAL ESTATE TRANSFER TAX

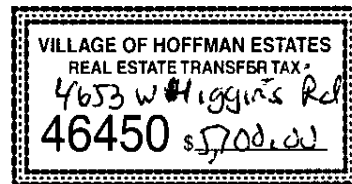
19-Jun-2017



COUNTY: 950.00
ILLINOIS: 1,900.00
TOTAL: 2,850.00

01-33-301-006-0000

| 20170601666666 | 0-247-662-016



Ryok

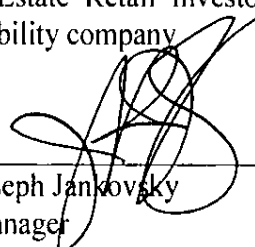
First American Title Order # MCS 825894 2 of 2

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

Hoffman Estate Retail Investors LLC, an Illinois limited liability company

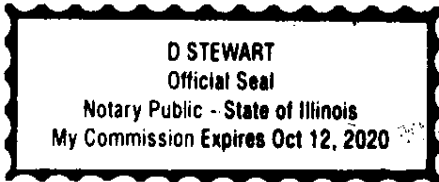
By: _____
Name: Joseph Jankovsky
Its: Manager




STATE OF ILLINOIS)
) ^{DuPage} SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph Jankovsky personally known to me to be the Manager of Hoffman Estates Retail Investors LLC, an Illinois limited liability company, and 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 the said instrument as his own free and voluntary act, and as the free and voluntary act of the limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal this 14th day of June, 2017.



Notary Public



After recording mail to:

JPMorgan Chase Bank, National Association
1111 Polaris Parkway
Mail Code OH1-0241
Columbus, Ohio 43240-2050
Attn: Lease Administration Manager

Send subsequent tax bills to:

JPMC ORE
c/o Lereta, LLC
PO Box 1919
Wichita Falls, TX 76307

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 2 IN POPLAR CREEK CROSSING RESUBDIVISION #1, BEING A RESUBDIVISION OF LOT 2 IN POPLAR CREEK CROSSING SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION THEREOF RECORDED MAY 12, 2010 AS DOCUMENT 1013244050, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR INTERNAL ACCESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE PLAT OF POPLAR CREEK CROSSING RECORDED JUNE 28, 2007 AS DOCUMENT 0717922001, THE PLAT OF POPLAR CREEK CROSSING RESUBDIVISION #1 RECORDED MAY 12, 2010 AS DOCUMENT 1013244050, AND BY OPERATION AND EASEMENT AGREEMENT DATED FEBRUARY 23, 2005, RECORDED FEBRUARY 25, 2005 AS DOCUMENT 0505645134, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN RECIPROCAL EASEMENT AGREEMENT (POPLAR CREEK CROSSING SUBDIVISION AND PRAIRIE STONE CROSSING) DATED AS OF AUGUST 14, 2007, RECORDED OCTOBER 23, 2007 AS DOCUMENT 0729615115 AND RE-RECORDED OCTOBER 29, 2007 AS DOCUMENT 0730215123 FOR INGRESS AND EGRESS UPON, ACROSS AND BETWEEN THE ACCESS POINTS AS DEPICTED ON EXHIBIT D ATTACHED THERETO, AND OVER PORTIONS OF THE FOLLOWING LAND FALLING IN INGRESS AND EGRESS AREAS: LOT 6A OF THE RESUBDIVISION OF LOTS 5 AND 6 IN SEARS BUSINESS PARK RECORDED APRIL 20, 2001 AS DOCUMENT 0010323867; AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF FEBRUARY 13, 2008 AND RECORDED MARCH 19, 2008 AS DOCUMENT 0807918008, THAT CERTAIN SECOND AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF APRIL 11, 2008 AND RECORDED MAY 21, 2008 AS DOCUMENT 0814210160, THAT CERTAIN THIRD AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF JUNE 12, 2008 AND RECORDED AUGUST 8, 2008 AS DOCUMENT 0822103054, THAT CERTAIN FOURTH AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF JULY 11, 2008 AND RECORDED AUGUST 8, 2008 AS DOCUMENT 0822103055, THAT CERTAIN FIFTH AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF SEPTEMBER 12, 2008 AND RECORDED DECEMBER 16, 2008 AS DOCUMENT 0835129074, AND AS SUPPLEMENTED BY THAT CERTAIN ACKNOWLEDGEMENT

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REGARDING RECIPROCAL EASEMENT AGREEMENT DATED AS OF NOVEMBER 14, 2008 AND RECORDED DECEMBER 16, 2008 AS DOCUMENT 0835129075, AND FURTHER SUPPLEMENTED BY THAT CERTAIN ACKNOWLEDGEMENT REGARDING RECIPROCAL EASEMENT AGREEMENT DATED AS OF AUGUST 24, 2012 AND RECORDED SEPTEMBER 19, 2012 AS DOCUMENT 1226318075.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN DECLARATION OF COVENANTS AND EASEMENTS DATED AS OF OCTOBER 1, 2004 AND RECORDED OCTOBER 5, 2004 AS DOCUMENT 0427919072 TO USE THE DRIVEWAYS AS MAY EXIST FROM TIME TO TIME FOR THE SOLE PURPOSE OF PROVIDING PASSAGE BY MOTOR VEHICLES AND PEDESTRIANS OVER PORTIONS OF THE FOLLOWING LAND: LOT 4 IN POPLAR CREEK CROSSING RESUBDIVISION NO. 1 RECORDED MAY 12, 2010 AS DOCUMENT 1013244050.

PARCEL IDENTIFICATION NUMBER: 01-33-301-006-0000

ADDRESS: 4653 W. Higgins Rd., Hoffman Estates, Illinois

PROPERTY OF Cook County Clerk's Office

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EXHIBIT B

PERMITTED EXCEPTIONS

1. GENERAL REAL ESTATE TAXES NOT YET DUE AND PAYABLE AS OF THE DATE HEREOF.
2. GRANT DATED FEBRUARY 8, 1951 AND RECORDED MARCH 1, 1951 AS DOCUMENT 15021107 MADE BY CHRIST ARENS, EDWIN ARENS, EDNA ARENS KRAUSE AND MELVIN KRAUSE, HER HUSBAND, GEORGE ARENS, CLARE ARENS HARFORD AND RALPH HARFORD, HER HUSBAND, TO TEXAS ILLINOIS NATURAL GAS PIPELINE COMPANY, AS AMENDED BY AMENDMENT TO RIGHT OF WAY AGREEMENT MADE BY NATURAL GAS PIPELINE OF AMERICA AND W2001 VHE REALTY LLC, DATED AUGUST 23, 2007 AND RECORDED SEPTEMBER 6, 2007 AS DOCUMENT 0724909027, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.
3. PUBLIC UTILITY EASEMENTS, AND THE EASEMENT PROVISIONS AND GRANTEES AS SET FORTH ON THE PLAT OF POPLAR CREEK CROSSING RECORDED JUNE 28, 2007 AS DOCUMENT 0717922001 AND AS SHOWN AND SET FORTH ON THE PLAT OF POPLAR CREEK CROSSING RESUBDIVISION #1 RECORDED MAY 12, 2010 AS DOCUMENT 1013244050. SEE PLATS FOR EXACT LOCATIONS.
4. INGRESS AND EGRESS EASEMENT, AND THE EASEMENT PROVISIONS AND GRANTEES AS SET FORTH ON THE PLAT OF POPLAR CREEK CROSSING RECORDED JUNE 28, 2007 AS DOCUMENT 0717922001, AND AS SET FORTH ON THE PLAT OF POPLAR CREEK CROSSING RESUBDIVISION #1 RECORDED MAY 12, 2010 AS DOCUMENT 1013244050 AFFECTING THE LAND AS DEPICTED ON PLAT, TOGETHER WITH RIGHTS OF ADJOINING OWNERS TO THE CONCURRENT USE OF SAID EASEMENT. SEE PLAT FOR EXACT LOCATIONS.
5. BUILDING SETBACK LINE AS SET FORTH ON THE PLAT OF POPLAR CREEK CROSSING RECORDED JUNE 28, 2007 AS DOCUMENT 0717922001 AND AS SHOWN AND SET FORTH ON THE PLAT OF POPLAR CREEK CROSSING RESUBDIVISION #1 RECORDED MAY 12, 2010 AS DOCUMENT 1013244050. SEE PLATS FOR EXACT LOCATIONS.
6. COVENANTS AND RESTRICTIONS AND EASEMENTS INCLUDING PASSAGE AND PARKING OF VEHICLES OVER AND ACROSS THE PARKING AND DRIVEWAY AREAS AND FOR PASSAGE AND ACCOMMODATION OF PEDESTRIANS OVER AND ACROSS THE PARKING, DRIVEWAYS AND SIDEWALK AREAS, FOR PASSAGE AND ACCOMMODATION OF PEDESTRIANS AND VEHICLES UPON, OVER AND ACROSS THE PERMANENT ACCESS DRIVE, SIGN EASEMENT FOR THE CONSTRUCTION,

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RECONSTRUCTION, REPLACEMENT, OPERATION, MAINTENANCE AND REPAIR OF SIGN STRUCTURES, AND PROVISIONS FOR LIENS, CONTAINED IN OPERATION AND EASEMENT AGREEMENT BETWEEN TARGET CORPORATION AND W2001 VHE REALTY L.L.C. DATED FEBRUARY 23, 2005 AND RECORDED FEBRUARY 25, 2005 AS DOCUMENT 0505645134, TOGETHER WITH RIGHTS OF ADJOINING OWNERS TO THE CONCURRENT USE OF SAID EASEMENTS.

7. TERMS AND CONDITIONS CONTAINED IN ANNEXATION AGREEMENT DATED SEPTEMBER 27, 2004 AND RECORDED SEPTEMBER 29, 2004 AS DOCUMENT 0427339109 MADE BY AND BETWEEN HINSBROOK BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 01-056, HINSBROOK BANK AND TRUST AS TRUSTEE UNDER TRUST NUMBER 01-057, RUBINA REALTY CORPORATION, YAMOS ENTERPRISES, L.L.C. AND VILLAGE OF HOFFMAN ESTATES.
8. TERMS AND PROVISIONS OF DECLARATION REGARDING SALES TAX REPORTING MADE BY AND BETWEEN HINSBROOK BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 30, 2004 AND KNOWN AS TRUST NO. 04-037 AND W2001 VHE REALTY L.L.C., DATED AS OF OCTOBER 1, 2004 AND RECORDED OCTOBER 5, 2004 AS DOCUMENT 0427919071.
9. COVENANTS AND RESTRICTIONS AND EASEMENTS RELATING TO VARIOUS MATTERS INCLUDING BUT NOT LIMITED TO EASEMENTS FOR DRIVEWAYS, PEDESTRIAN ACCESS, DETENTION PONDS, SIGHT LINES, UTILITY CONNECTIONS AND PERMITTED USES, TOGETHER WITH RIGHTS OF ADJOINING OWNERS TO THE CONCURRENT USE OF SAID EASEMENTS, CONTAINED IN THE DECLARATION OF COVENANTS AND EASEMENTS DATED AS OF OCTOBER 1, 2004 AND RECORDED OCTOBER 5, 2004 AS DOCUMENT 0427919072 MADE BY AND BETWEEN W2001 VHE REALTY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AND HINSBROOK BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 30, 2004 AND KNOWN AS TRUST NUMBER 04-037, WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.
10. TERMS, PROVISIONS AND CONDITIONS, AND PROVISIONS FOR LIENS, CONTAINED IN RECIPROCAL EASEMENT AGREEMENT (POPLAR CREEK CROSSING SUBDIVISION AND PRAIRIE STONE CROSSING), RECORDED OCTOBER 23, 2007 AS DOCUMENT 0729615115 AND RE-RECORDED OCTOBER 29, 2007 AS DOCUMENT 0730215123, TOGETHER WITH RIGHTS OF ADJOINING OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.

FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN W2001 VHE REALTY, L.L.C., AND UG PRAIRIE STONE, LP, DATED

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AS OF FEBRUARY 13, 2008 AND RECORDED MARCH 19, 2008 AS DOCUMENT 0807918008.

SECOND AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN W2001 VHE REALTY, L.L.C., AND UG PRAIRIE STONE, LP, DATED AS OF APRIL 11, 2008 AND RECORDED MAY 21, 2008 AS DOCUMENT 0814210160.

THIRD AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN W2001 VHE REALTY, L.L.C., AND UG PRAIRIE STONE, LP, DATED AS OF JUNE 12, 2008 AND RECORDED AUGUST 8, 2008 AS DOCUMENT 0822103054.

FOURTH AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN W2001 VHE REALTY, L.L.C., AND UG PRAIRIE STONE, LP, DATED AS OF JULY 11, 2008 AND RECORDED AUGUST 8, 2008 AS DOCUMENT 0822103055.

FIFTH AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN W2001 VHE REALTY, L.L.C., AND UG PRAIRIE STONE, LP, DATED AS OF SEPTEMBER 12, 2008 AND RECORDED DECEMBER 16, 2008 AS DOCUMENT 0835129074.

CONSENT TO RECIPROCAL EASEMENT AGREEMENT AND USE RESTRICTIONS BY PETSMART, INC. DATED AS OF SEPTEMBER 24, 2008 AND RECORDED DECEMBER 16, 2008 AS DOCUMENT 0835129071.

CONSENT TO RECIPROCAL EASEMENT AGREEMENT AND USE RESTRICTIONS BY TARGET CORPORATION DATED AS OF APRIL 21, 2008 AND RECORDED DECEMBER 16, 2008 AS DOCUMENT 0835129072.

CONSENT TO RECIPROCAL EASEMENT AGREEMENT AND MUTUAL USE RESTRICTION BY OFFICEMAX NORTH AMERICA, INC. DATED AS OF SEPTEMBER 24, 2008 AND RECORDED DECEMBER 16, 2008 AS DOCUMENT 0835129073.

ACKNOWLEDGEMENT REGARDING RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN W2001 VHE REALTY, L.L.C., AND UG PRAIRIE STONE, LP, DATED AS OF NOVEMBER 14, 2008 AND RECORDED DECEMBER 16, 2008 AS DOCUMENT 0835129075.

ACKNOWLEDGEMENT REGARDING RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN W2001 VHE REALTY, L.L.C., AND PRAIRIE STONE CROSSING, L.L.C., DATED AS OF AUGUST 24, 2012 AND RECORDED SEPTEMBER 19, 2012 AS DOCUMENT 1226318075, AS TO TENANTS INTEREST ONLY.

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11. SUPPLEMENTAL AGREEMENT RECORDED AUGUST 10, 2010 AS DOCUMENT 1022255020, AS TO LOT 2 IN RESUBDIVISION NO. 1; PROVIDED, HOWEVER, THE RIGHT OF REPURCHASE SET FORTH IN SECTION 9 OF SUCH AGREEMENT HAS BEEN WAIVED.

**COOK COUNTY
RECORDER OF DEEDS**

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