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THIS DOCUMENT WAS PREPARED BY:

Brown, Udell, Pomerantz & Delrahim, Ltd. Michael J. Delrahim, Esq. 225 W. Illinois Street, Suite 300 Chicago, Illinois 60654

Doc# 1815941097 Fee \$60.00

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

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/08/2018 12:21 PM PG: 1 OF 12

AFTER RECORDING RETURN TO AND MAIL SUBSEQUENT TAX BILLS TO:

Strategic Wells, LLC

c/o Strategic Properties of North America

1200 River Avenue, Building 4

Lakewood New Jersey 08701

[This space reserved for recording data.]

SPECIAL WARRANTY DEED

THE GRANTOK(E), Joseph P. Reynolds, married to Maureen Reynolds, and Patricia C. Reynolds, an unmarried woman, of 226 Nottingham Street, Glenview IL 60025 for and in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, CONVEYS TO GRANTZE, STRATEGIC WELLS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, of 200 Riv at Avenue, Building 4, Lakewood, New Jersey 08701, the following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A AND MADE A PART HEREOF

TO HAVE AND TO HOLD the Real Estate, subject ONLY to the matters set forth on EXHIBIT B attached hereto and made a part hereof (the "Permitted Exceptions"), unto Grantee and Grantee's successors and assigns in fee simple forever; and, subject to the Permitted Exceptions, Grantor does hereby warrant the title to the Real Estate and will defend the title to the Real Estate against the lawful claims of every person claiming by, through, or under Grantor, but not otherwise.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

REAL ESTATE	TRANSFER	TAX	03-Jun-2018
		COUNTY:	96.00
	SV	ILLINOIS:	192.00
No.		TOTAL:	288.00
14-33-414	L044-1028	L 20180501681650 L	1-933-067-040

•		-
REAL ESTATE TRA	NSFER TAX	03-Jun-2018
652	CHICAGO:	1,440.00
	CTA:	576.00
	TOTAL:	2,016.00
14-33-414-044-10	28 20180501681650	0-859-325-216

^{*} Total does not include any applicable penalty or interest due.



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In Witness Whereof, the Grantor(s) have caused the day of Mar the day of 30 8	eir names to be signed to these presents this
	John P. V
	Joseph-P. Reynolds
	by Joseph P. Reynolds, attorney-in-fact
900	
STATE OF Illinois	
COUNTY OF COOK)SS	
I, the undersigned, a Notary Public, or and for the CERTIFY that Joseph P. Reynolds and Patric a C. Reynolds	olds, by Joseph P. Reynolds, her attorney-in-
fact, in the capacity noted above, and personally known t is/are subscribed to the foregoing instrument, appeared be fo	
he/she/they signed and delivered such instrument as his ne noted above, for the uses and purposes therein set forth.	
Given under my hand and official seal this	of March , 20 18.
10	9/4
Notary Public My commission expires: (1/10/2018).	OFFICIAL SEAL ERIN L. MARKLEY Notary Public State of Illinois My Commission Expires 11/10/2018

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WAIVER OF HOMESTEAD

(to be appended to Special Warranty Deed)

Attached to the Special Warranty Deed between Joseph P. Reynolds and Patricia C. Reynolds ("Grantor") and STRATEGIC WELLS, LLC, a Delaware limited liability company ("Grantee") and made a part hereof

I, MAUREEN REYNOLDS, am married to Joseph P. Reynolds, and hereby execute this Waiver of Homestead for the purpose of releasing and waiving any and all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned has executed this Waiver of Homestead as of this day of warch, 2018

Print Name: MAURETON REYNOLDS

State of <u>Illinos</u>)

County of Cook)

I, the undersigned, a Notary Public, in and for the Coun y and State aforesaid, DO HEREBY CERTIFY that MAUREEN REYNOLDS, in the capacity noted above, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, signed, sealed and delivered the said instrument as his/her free and voluntary act in the capacity noted above, for the uses and purpose therein set forth.

Given under my hand and official seal, on March 8th, 2018

OFFICIAL SEAL ERIN L. MARKLEY Notary Public - State of Illinois My Commission Expires 11/10/2018

Notary Public

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EXHIBIT A TO DEED

LEGAL DESCRIPTION

PARCEL 1:

UNIT 317, IN THE KENNELLY SQUARE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; AND ALSO CERTAIN LOTS IN EDSON'S SUBDIVISION OF LOT 11 IN NORTH ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS A TACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25156051, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY ILLINOIS.

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS DESCRIBED IN THE DECLARATION OF EASEMEN'S, RESTRICTIONS AND COVENANTS RECORDED AS DOCUMENT 25156050, IN COOK COUNTY, 'LLINOIS.

PIN: 14-33-414-044-1028

Commonly known as: Unit 317, 1749 North Wells Street, Chicago, Illinois 60614

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EXHIBIT B TO DEED

PERMITTED EXCEPTIONS

- 1. General and special taxes and assessments not yet due and payable as of the Closing Date.
- 2. Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Kennelly Square Condominium, dated September 18, 1979, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on September 20, 1979 as document no. 25156051.
- 3. Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Kennelly Square Condominium (the "Amended and Restated Declaration"), dat.:d August 7, 1996, and recorded in the Recorder's Office on August 28, 1996 as document no. 96660706.
- 4. First Amendment to the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Kennelly Square Condominium, dated August 12, 2014, and recorded in the Recorder's Office on August 15, 2014, as document no. 1422734088.
- 5. Amendments to the Amended and Restated Declaration combining certain Units recorded as documents nos. 1426113005, 1426113007, 3513722055, 1428118016, 1426113006, and 1426113008.
- 6. Corrective Amendment to the Amended and Restated Declaration of Condominium Ownership for Kennelly Square Condominium Assoc at on, dated November 2, 2017, and recorded in the Recorder's Office on November 3, 2017, as document No. 1730713046; and Corrective Amendment to Amended and Restated Declaration of Condominium Ownership for Kennelly Square Condominium Association, dated February 13, 2018, and recorded in the Revolder's Office on February 14, 2018, as document No 1804518047.
- 7. Declaration of Easements, Conditions and Restrictions dated September 18, 1979, and recorded September 20, 1979, as document no. 25156050, and that certain Declaration of Covenants, Conditions and Restrictions for the Warehouse, dated February 25, 1981 and recorded February 4, 1982, as document no. 26134835, as amended by the certain Declaration of Easements, Restrictions and Covenants recorded October 17, 1984 as document no. 27298335, as amended by those certain declaration and Tecorded as document no. 0909118059; dated as of December 20, 2002 and recorded as document no. 0030103076; and dated as of July 10, 2014.
 - 8. Encroachment of eave over and onto northern property as disclosed by survey No. 971465.
- 9. Encroachment of brick walk located mainly on the Property over and onto southern property about 0.08 feet as disclosed by survey No. 974165.
- 10. Urban Renewal Plan known as Lincoln Park Project No. 1, a copy of which was recorded April 12, 1967 as document no. 20107662, and amendment recorded December 6, 1968 as document no. 20696306.
- 11. The following matters identified by Emmet Kennedy and company, Survey No. 7402-012 "L/L" and No. 7309-023 dated November 1, 1973:

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- (b) Encroachment of the 3 story brick building number 1760 located on the land north and adjoining the Property over onto the Property by 0.18 of a foot at its westerly point to 0.16 of a foot at its easterly point;
- (c) Encroachment of blower duct located mainly on the Property over onto the land east and adjoining by 0.80 of a foot from the second floor to the roof of the 8 story building on the Property;
- (d) Encroachment of a 2 and 8 story brick building number 1750 located mainly on the Property over onto the land north and adjoining by 0.08 of a foot at its westerly point of encroachment to 0.21 of a foot at its easterly point; and
- (e) Encroachment of a brick church located on the land east and adjoining the Property over onto the Property by 0.08 of a foot at its northerly point of encroachment to 0.07 of a foot at its southerly point.

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DURABLE POWER OF ATTORNEY

BY THIS DURABLE POWER OF ATTORNEY I, PATRICIA C. REYNOLDS, ("Principal") of INDIAN RIVER County, Florida, appoint JOSEPH P. REYNOLDS as my attorney in fact to manage my affairs as indicated below. My relationship with JOSEPH P. REYNOLDS is as follows: SON. Upon the death, failure or inability of JOSEPH P. REYNOLDS to act as my attorney in fact then I appoint VIRGINIA NELSON to act as Donee of this Power. My relationship with VIRGINIA NELSON is as follows: DAUGHTER.

This durable power of attorney is not affected by my subsequent incapacity except as provided by Florida Statute Section 709.08, and is exercisable from the date of execution.

TERMS AND CONDITIONS

1. GENERAL GRANT OF POWER.

I hereby grant to my agent full lower and authority to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction, or any interest in property owned by me, including, without limitation, my interest in all real property, wherever located, including homestead real property; all personal property, tangible or intangible; all property held in any type of joint tenancy, including a tenancy in common, joint tenancy with right of survivership, or a tenancy by the entirety; all property over which I hold a general, limited, or special power of appointment; chooses in action; and all other contractual or statutory rights or elections, including, but not limited to, any rights or elections in any probate or similar proceeding to which I am or may become entitled; all as to such property now owned or hereafter acquired by me. I grant to my Agent full power and authority to do everything necessary in exercising any of the I owers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation. Except as otherwise limited by applicable law, or by this durable power of attorney, my attorney in fact has full authority to perform, without prior court approval, every act authorized and specifically enumerated in this durable power of attorney. I hereby ratify and confirm that my Agent shall lawfully have, by virtue of this durable power of attorney, the powers herein gracted, including, but not limited to, the following:

- a. Collect all sums of money and other property that may be payable or belonging to me, and to execute receipts, releases, cancellations or discharges.
- b. Settle any account in which I have any interest and to pay or receive the balance of that account as the case may require.
- c. Borrow money on such terms and with such security as my attorney may think fit and to execute all notes, mortgages and other instruments that my attorney finds necessary or desirable.
- d. Draw, accept, endorse or otherwise deal with any checks or other commercial or mercantile instruments for my benefit, specifically including the right to make withdrawals from any savings account or savings and loan deposits.
- e. Redeem bonds issued by the United States government or any of its agencies, another bonds and any certificates of deposit or any other similar assets belonging to me.

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- f. Sell bonds, shares of stock, warrants, debentures, or other assets belonging to me, and execute all assignments and other instruments necessary or proper for transferring them to the purchaser or purchasers, and give good receipts and discharges for all money payable in respect to them. Also, to execute stock powers or similar documents on my behalf and delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other securities either into or out of my name or nominee's name.
- g. Sell, rent, lease for any term, mortgage or exchange any real estate or interests in it, including homestead property, for such considerations and upon such terms and conditions as my attorney may see fit, and execute, acknowledge and deliver all instruments conveying or encumbering title to property owned by me alone as well as any owned by me and by any other person, jointly. If I am married, the attorney in fact may not mortgage or convey my homestead property without joinder of my spouse or my spouse's legal guardian. Joinder by my spouse may be accomplished by the exercise of authority in a durable power of attorney executed by my joining spouse, and either my spouse or I may appoint the other as attorney in fact.
- h. To represed me before the Treasury Department in connection with any matter involving any federal taxes in which I am a party, to make, sign, execute, verify and file any return required to be made under the revenue laws of the United States, or the Internal Revenue Code; or under any statutes of any state and to file any claim for refund, offer and compromise or application for a closing agreement, receive refund checks, execute waivers of any period of limitation, request extensions of time, execute any waiver or restrictions on assessment for collection of any tax, and execute Petition of Appeal to the United States Tax Court. The above powers conferred upon my attorney in fact extend to all of my right, title and interest in such property as I have described above and in which I may have an interest jointly with any other person, whether in an estate by the entirety, joint tenency or tenancy in common.
 - i. other powers:

2. LIMITATIONS.

Notwithstanding the powers contained in this durable power of at orney, my attorney in fact may not:

- a. Perform duties under a contract that requires the exercise of my personal services;
- b. Make any affidavit as to my personal knowledge;
- c. Vote in any public election on my behalf;
- d. Execute or revoke any will or codicil on my behalf;
- e. Create, amend, modify, or revoke any document or other disposition effective at my death or transfer assets to an existing trust created by me unless expressly authorized by this power of attorney; or
 - f. Exercise powers and authority granted to me as trustee or as court-appointed fiduciary.

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3. HEALTH CARE SURROGATE PROVISIONS.

In the event that I have been determined to be incapacitated to provide informed consent for medical treatment and surgical and diagnostic procedures, I wish to designate as my surrogate for health care decisions, the attorney in fact named herein to wit: JOSEPH P. REYNOLDS, but in the event that he/she is or becomes unwilling or unable to perform his or her duties, I wish to designate as my alternate surrogate, the successor attorney in fact named herein, to wit: VIRGINIA NELSON.

This designation revokes any prior health care surrogate designation which I may have made.

I fully understand that this designation will permit my surrogate to make health care decisions and to provide, withhold, or withdraw consent on my behalf; to apply for public benefits to defray the cost of health care; and to authorize my admission to or transfer from a health care facility.

Additional Instructions (option	<u>d):</u>
	r

Without limitation on the rights and aut no ity of my Surrogate, my Surrogate may, among other acts and decisions:

- 1. Have final authority to act for me and to rake health care decisions for me in matters regarding my health care during my incapacity;
- 2. Consult with appropriate health care providers to provide informed consent in my best interests as the Surrogate perceives same;
 - 3. Give any consent in writing using the appropriate consent forms;
- 4. Have access to all of my appropriate clinical records and may authorize the release of information and clinical records to appropriate persons to ensure the continuity of ray health care;
- 5. Apply for public benefits, including but not limited to, Medicare and Medicard, for me, and to have access to information regarding my income and assets to the extent required to make application;
 - 6. Authorize the transfer and admission of me to or from a health care facility;
- 7. Withhold or withdraw life-prolonging or death-delaying procedures in accordance with a written declaration, living will or last illness will and testament I may have or will in the future make;
- 8. Seek Court orders providing for the withholding and withdrawal of life-prolonging or death-delaying procedures in accordance with a living will or last illness will and testament or declaration I may have made;

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9. Do all acts and make all decisions regarding my health care as authorized by law. My Surrogate shall not be liable or responsible for any costs or expenses of my medical treatment or care except as expressly stated by Statute and my Surrogate's signature on any admission papers for a health care facility shall not make the Surrogate liable or responsible for any costs and expenses incurred for my care at such health care facility, it being understood that the Surrogate acts for me and in my stead, and I, alone, would be liable or responsible for such costs and expenses.

I further affirm that this designation is not being made as a condition of treatment or admission to a health care facility.

4. REAL ESTATE PROVISION.

Know all men by these presents that PATRICIA C. REYNOLDS, Principal, has made, constituted and appointed, and by these presents does make, constitute and appoint JOSEPH P. REYNOLDS true and lawful attorney for him/her and in his/her name, place and stead. In the event that JOSEPH P. REYNOLDS is or becomes unable to serve, then his/her successor shall be VIRGINIA NELSON. The attorney in fact herein named and his/her successor(s) are all granted the authority to sell, to convey to mortgage, to maintain, or to dispose of, the following described property, and to excepte any and all documents necessary to effectuate the sale and/or conveyance, and to encumber, and to maintain, and to dispose of, the following described real property, to wit:

4820 WOOD DUCK, VERO BEACH, FLORIDA 32967 1749 N. WELLS, CHICAGO, ILLINCIS 60614

and such documents shall include, but not be limited c, contracts, deeds, affidavits, bills of sale, closing statements, mortgages, notes and such other instruments as may be required to carry out the purposes herein expressed, and the Principal named herein hereby gives and grants unto JOSEPH P. REYNOLDS and his/her successor(s), said attorney, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as the Principal might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney or his/her successor(s), shall lawfully do or cause to be done by virtue hereof.

5. STANDARD OF CARE.

Except as otherwise provided herein, any attorney in fact named herein is a fiduciary who must observe the standards of care applicable to trustees as described in Florida Statute Section 737.302. My attorney in fact is not liable to third parties for any act pursuant to this durable power of attorney if the act was authorized at the time. If the exercise of the power is improper, my attorney in fact is liable to interested persons as described in Florida Statute Section 731.201 for damage or loss resulting from a breach of fiduciary duty by my attorney in fact to the same extent as the trustee of an express trust. If my attorney in fact has accepted appointment either expressly in writing or by acting under the power, my attorney in fact is not excused from liability for failure either to participate in the administration of assets subject to the power or for failure to attempt to prevent a breach of fiduciary obligations thereunder.

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6. INTERPRETATION AND GOVERNING LAW.

This instrument is executed by me in the State of Florida, but it is my intention that this power of attorney shall be exercisable in any other state or jurisdiction where I may have any property or interests in property. This instrument is to be construed and interpreted as a durable power of attorney as provided for in Florida Statute Section 709.08, and as a health care surrogate as provided for in Florida Statute section 765, as these statutes may be amended from time to time. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my Agent. This instrument is executed and delivered in the State of Florida, and the laws of the State of Florida shall govern all questions as to the validity of this power and the construction of its provisions.

7. THIRD PARTY RELIANCE.

- a. Any third party may rely upon the authority granted in my durable power of attorney until the third party has received notice as provided herein.
- b. Until a third party has received notice of revocation pursuant to the terms contained herein, partial or complete termination of the durable power of attorney adjudication of incapacity, suspension initiation of proceedings to determine incapacity, my death, or the occurrence of event referenced in this durable power attorney, the third party may act in reliance upon the authority granted in this durable power of attorney.
- c. A third party that has not receive I written notice hereunder may, need not, require that my attorney execute an affidavit stating that there been no revocation, partial or complete termination, or suspension of the durable power of attorney at the time the power of attorney is exercised.
- d. Third parties who act in reliance upon the authority granted to my attorney in fact hereunder and in accordance with the instructions of the autorney in fact will be held harmless by me from any loss suffered or liability incurred as a result of actions taken prior to receipt of written notice of revocation, suspension, notice of a petition to determine incapacity, partial or complete termination, or my death. A person who acts in good faith open any representation, direction, decision, or act of my attorney in fact is not liable to me or to my estate, beneficiaries, or joint owners for those acts.
- e. My attorney in fact is not liable for any acts or decisions made by him or her in good faith and under the terms of the durable power of attorney.

8. NOTICE.

- a. A notice, including, but not limited to, a notice of revocation, partial or complete termination, suspension, or otherwise, is not effective until written notice is served upon my attorney in fact or any third persons relying upon this durable power of attorney.
- b. Notice must be in writing and served on the person or entity to be bound by such notice. Service may be by any form of mail that requires a signed receipt or by personal delivery as provided in the Florida Statutes for service of process, and must otherwise be in accordance with Florida Statute Section 709.08.

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9. DAMAGES AND COSTS.

In any judicial action regarding this durable power of attorney, including, but not limited to, the unreasonable refusal of a third party to allow an attorney in fact to act pursuant to the power, and challenges to the proper exercise of authority by the attorney in fact, per statute, the prevailing party is entitled to damages and costs, including reasonable attorney's fees.

10. VALIDITY.

This durable power of attorney shall be non-delegable, except as to the stock powers which may be delegated to a transfer agent per paragraph l.f. hereunder, and shall be valid until such time as I shall die, revoke the power, or shall be adjudged totally or partially incompetent by a court of competent jurisdiction. I may revoke the power only by providing written notice to my Agent. All acts of my Agent taken or done without actual knowledge of 1) my death, 2) an adjudication of my incompetency, or 3) my revocation are valid and effective, and are hereby ratified and confirmed.

11. REVOCATION OF PLCR INSTRUMENTS.

By this instrument I hereby revoke any power of attorney, durable or otherwise, that I may have executed prior to the date of this durable power of attorney. I hereby confirm all acts of my attorney in fact pursuant to this power. Any act that is done under this power between the revocation of this instrument and notice of that revocation to my attorney shall be valid unless the person claiming the benefit of the act had not ce of that revocation.

IN WITNESS WHEREOF I have set my	hand and seal on 1.100
	PATRICIA C. REANOLDS
Signed, sealed and delivered in presence of:	. 74
Witness (signature)	Witness (signature)
Print or type witness name	Print or type witness name
STATE OF FLORIDA COUNTY OF INDIAN RIVER The foregoing instrument was acknowled by PATRICIA C. REYNOLDS, who identified the statement of the st	
Attorney and signed the instrument willingly. Notary Public () Personally known () Produced a	REBECCA A. TEMPLE Notary Public - State of Florida My Commission Expires Jan 24, 2010 as identification mmission # DD510351 Bonded By National Motor