

SPECIAL WARRANTY DEED

THIS AGREEMENT, is made this 18th day of June, 1998, between PRAIRIE PROPERTIES, LLC, a Delaware limited liability company ("Grantor"), and PARKWAY BANK AND TRUST COMPANY, as Trustee under the provisions of a certain Trust Agreement dated June 8, 1998 and known as Trust No. 12005 ("Grantee"), WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto Grantee, its successors and assigns, FOREVER, all the following described real estate,

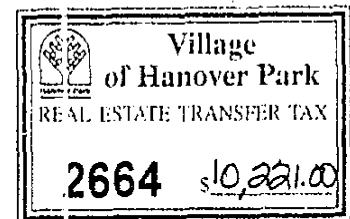
situated in the County of Cook and State of Illinois, to wit:

See Exhibit A attached hereto and made a part hereof;

together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, in 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 in equity, of, in and to the above-described premises (collectively, the "Premises"), with the hereditaments and appurtenances, TO HAVE AND TO HOLD the said Premises with the appurtenances, upon the trusts, and for the uses and purposes herein.

Permanent Real Estate Index Number(s):

- | | | |
|--------------------|----------------|--------------------|
| 06-36-313-028-0000 | 06-36-031-0000 | 06-36-313-035-0000 |
| 06-36-313-029-0000 | 06-36-032-0000 | 06-36-313-036-0000 |
| 06-36-313-030-0000 | 06-36-033-0000 | 06-36-313-037-0000 |
| | 06-36-034-0000 | |



BOX 333-CTI

① 1998-07-02 12:37:12 7659985 D/ 1A 586959L .M7

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Address(es) of premises: 2230 and 2290 Breezewood Lane
 Hanover Park, Illinois 60103
 2298 Alden
 Hanover Park, Illinois 60103
 6733 and 6713 Hickory
 Hanover Park, Illinois 60103
 6600, 6013, 6633 and 6662 Scott
 Hanover Park, Illinois 60103

BY ACCEPTANCE of this conveyance, Grantee covenants and agrees to the following:

1. In the event there exists any tenant-based federal rental subsidy contract affecting the Premises as of the date hereof, Grantee automatically and without the need for the execution of additional documentation, hereby assumes such tenant-based federal rental subsidy contract(s) and all leases related thereto, except where otherwise approved by HUD. The foregoing provisions shall be binding on Grantee and any subsequent transferee if the transfer of title to the Premises occurs prior to the Expiration Date, and on the Expiration Date, the foregoing provisions shall expire. Any certificate or voucher holder or a public housing authority on behalf of certificate or voucher holders shall have the right to seek judicial enforcement of the provision to assume any tenant-based federal rental subsidy contract in state or federal court.

2. Grantee, its successors and assigns, and any transferee of title to the Premises, its successors and assigns, shall not unreasonably refuse to lease a dwelling unit offered for rent, offer or sell cooperative stock, or otherwise discriminate in the terms of tenancy or cooperative purchase and sale because any existing or prospective tenant or purchaser is a certificate or voucher holder, as defined in 42 U.S.C. §1437f, and successor programs. The foregoing provisions shall be binding on Grantee and any subsequent transferee if the transfer of title to the Premises occurs prior to February 1, 2020, and on and after such date, the foregoing provisions shall expire and be of no further force and effect. Any certificate or

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voucher holder or a public housing authority on behalf of certificate or voucher holders, shall have the right to seek judicial enforcement of the non-discrimination provision in state or federal court.

3. Grantee, its successors and assigns, and any transferee of title to the Premises, its successors and assigns, will, each at their own cost and expense, do, execute, acknowledge and deliver all and every such further acts and assurances as may be necessary at such time and from time to time in order to better assure or confirm the obligations set forth herein.

4. The foregoing provisions are severable and the invalidity of one or more of the provisions shall not affect the validity of enforceability of any other provisions.

5. The foregoing terms, conditions and provisions shall be deemed covenants running with the land and any transferee of title to the Premises, its successors and assigns and its heirs, personal representatives, successors and assigns shall be bound hereby.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THIS SPECIAL WARRANTY DEED), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR

SPECIAL WARRANTY DEED - Page 3

ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND

SPECIAL WARRANTY DEED - Page 4

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voucher holder or a public housing authority on behalf of certificate or voucher holders, shall have the right to seek judicial enforcement of the non-discrimination provision in state or federal court.

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FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PREMISES, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PREMISES, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PREMISES OF HAZARDOUS MATERIALS OR SUBSTANCES. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR AND ACCEPTS THE PREMISES AND WAIVES ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PREMISES OR TO ANY HAZARDOUS MATERIALS ON THE PREMISES. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PREMISES, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, ASSET MANAGER, SERVANT OR OTHER PERSON. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND

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AGREED THAT THE PURCHASE PRICE FOR THE PREMISES HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PREMISES IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING.

And Grantor, for itself, and its successors, does covenant, promise and agree to and with Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the said Premises hereby granted are or may be in any manner encumbered or charged, except as herein recited; and that the said Premises, against all persons lawfully claiming or to claim the same by, through or under it, it WILL WARRANT AND DEFEND, subject to general real estate taxes and installments of assessments not yet due and payable, special taxes or assessments not yet levied, zoning and building laws and ordinances, and those matters more particularly described on Exhibit B attached hereto and incorporated herein.

STATE OF ILLINOIS
RECEIVED
JUL 11 1998
DEPT. OF REVENUE
\$999.00

STATE OF ILLINOIS
RECEIVED
JUL 11 1998
DEPT. OF REVENUE
\$418.00

STATE OF ILLINOIS
RECEIVED
JUL 11 1998
DEPT. OF REVENUE
\$999.00

REAL ESTATE TRANSACTION TAX
Cook County
JUL 11 1998
\$704.50

STATE OF ILLINOIS
RECEIVED
JUL 11 1998
DEPT. OF REVENUE
\$999.00

REAL ESTATE TRANSACTION TAX
Cook County
JUL 11 1998
\$999.00

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Witness my hand and seal, this 16th day of June, 1998, to be effective as of June 18, 1998.

PRAIRIE PROPERTIES, LLC,
a Delaware limited liability company

By: Condor One, Inc.,
a Delaware corporation

Its: Manager

By: *Joe Elsen*
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF DALLAS

I, Noelle Poski, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joe Elsen, personally known to me to be the Vice President of Condor One, Inc., a Delaware corporation, Manager of Prairie Properties, LLC, a Delaware limited liability company, on behalf of said corporation and company.

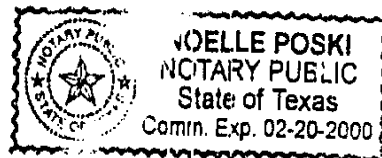
Given under my hand and official seal this 16 day of June, 1998.

Noelle Poski
Notary Public

Commission Expires 2-20-2000

This instrument was prepared by:

Brian R. Forbes, Esq.
Locke Purnell Rain Harrell
2200 Ross Avenue, Suite 2200
Dallas, Texas 75201



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Return to:
TO:

Send Subsequent Tax Bills

O'Halloran, Korsoff, Geitner & Cook, P.C.
Parkside Apartments, LLC
Edens Corporation Center
650 Dundee Road, Suite 475
60010
Northbrook, Illinois 60062
Attention: Sally Joyce, Esq.

61 South Barrington Road
South Barrington, Illinois

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EXHIBIT A

THAT PART OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF LAKE STREET AND SOUTHEASTERLY LINE OF WALNUT AVENUE; THENCE SOUTH 53 DEGREES 30 MINUTES 00 SECONDS EAST ALONG SAID NORTHEASTERLY LINE OF LAKE STREET, 200.00 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 53 DEGREES 30 MINUTES 00 SECONDS EAST, 793.82 FEET; THENCE NORTH 26 DEGREES 46 MINUTES 08 SECONDS EAST, 523.66 FEET; THENCE NORTH 46 DEGREES 31 MINUTES 08 SECONDS WEST, 228.57 FEET; THENCE SOUTHERLY AND WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.0 FEET, CHORD BEARING NORTH 68 DEGREES 25 MINUTES 17 SECONDS WEST, FOR A DISTANCE OF 118.85 FEET; THENCE NORTH 53 DEGREES 30 MINUTES 00 SECONDS WEST, 256.27 FEET; THENCE SOUTH 36 DEGREES 30 MINUTES 00 SECONDS WEST, 160.03 FEET; THENCE NORTH 53 DEGREES 30 MINUTES 00 SECONDS WEST, 244.69 FEET; THENCE SOUTH 36 DEGREES 30 MINUTES 00 SECONDS WEST, 160.03 FEET; THENCE SOUTH 53 DEGREES 30 MINUTES 00 SECONDS EAST, 108 FEET; THENCE SOUTH 36 DEGREES 30 MINUTES 00 SECONDS WEST, 200.0 FEET TO THE PLACE OF BEGINNING ALL IN COOK COUNTY, ILLINOIS

Also described as :

LOTS 3 TO 12 IN J. R. WILLENS HANOVER TERRACE APARTMENTS, ASSESSMENT PLAT, A SUBDIVISION OF (EXCEPT THE WESTERLY 20 FEET OF THE SOUTHERLY 200 FEET) OUTLOT A AND LOTS 1 TO 11 IN HANOVER PARK TERRACE, A SUBDIVISION OF PART OF SECTIONS 35 AND 36, TOWNSHIP 41 NORTH, RANGE 9 TOGETHER WITH A STRIP OF LAND 121 FEET WIDE LYING EASTERLY AND ADJOINING SAID OUTLOT A AND LOT 11 IN SECTION 36, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Parkside Apartments
Hanover Park, Illinois
LPRH No. 35117/57848

EXHIBIT B TO SPECIAL WARRANTY DEED

1. Taxes for 1998 and subsequent years.
2. Lease made by Parkside Apartments by RPS Management Company, L.P. to Laundryland Route dated June 1, 1982 and recorded October 5, 1982 as Document 2632077 demising a portion of the Land for a term of years beginning June 1, 1982 and ending December 31, 1992, as affected by that certain Termination Agreement dated June __, 1998, by and among Laundryland Route, Parkside Apartments L.L.C. and Prairie Properties, LLC.
3. Terms, provisions and conditions contained in Regulatory Agreement as to tax exemption recorded January 31, 1985 as Document 27426022 and filed March 8, 1985 as Document LR3423588, made by La Salle National Bank, as Trustee under Trust Agreement dated January 24, 1985 and known as Trust Number 109252, to the Village of Hanover Park.
4. 30 foot building line over the northerly 30 feet of lots 3 to 9 both inclusive and the Northerly 30 feet of Lots 10 and 11 as shown on Plat of Hanover Park Terrace Recorded June 3, 1963 as Document 18813033.
5. 20 foot easement for ingress, egress and driveway as shown on Plat of J.R. Willens Hanover Terrace Apartments Assessment Plat recorded March 13, 1969 as document 20781252 and filed March 4, 1970 as Document LR 2493876.
6. Easement for ingress, egress and public utilities including sewer as shown on Plat of J.R. Willens Hanover Terrace Apartments Assessment Plat recorded March 13, 1969 as document 20781253 and filed March 4, 1970 as Document LR2493876.
7. Easement for ingress, egress, driveway and public utilities including sewer as shown on Plat of J.R. Willens Hanover Terrace Apartments Assessment Plat recorded March 13, 1969 as document 20781253 and filed March 4, 1970 as document LR2493876.
8. Easement for public utilities as shown on Plat of J.R. Willens Hanover Terrace Apartments Assessment Plat recorded March 13, 1969 as Document 20781253 and filed March 4, 1970 as Document LR2493876.
9. Easement for public utilities including sewer as shown on Plat of J.R. Willens Hanover Terrace Apartments Assessment Plat recorded March 13, 1969 as Document 20781253 and filed March 4, 1970 as Document LR 2493876.
10. Encroachment of the Planter located approximately 25 feet east of the southwest corner of lot 11 over and onto the concrete pavement South and adjoining by approximately 15

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- feet, as disclosed by Survey dated November 27, 1984, prepared by certified Survey Co., Order No. 70235.
11. Encroachment of the Planter located approximately 60 feet west of the southeast corner of Lot 11 over and onto the concrete pavement South and adjoining by approximately 5 feet, as disclosed by Survey dated November 27, 1984, prepared by certified Survey Co., Order No. 70235.
 12. Covenants and restrictions contained in the Declaration of Easements and Covenants for J.R. Willens Hanover Terrace Apartments made by Oak Park Trust and Savings Bank, as Trustee under Trust Agreement dated August 19, 1955 and known as Trust Number 2710, dated May 27, 1969 and recorded May 27, 1969 as Document 20854335 and filed March 4, 1970 as Document LR2493877.
 13. Easements created by the Declaration of Easements and Covenants for J.R. Willens Hanover Terrace Apartments made by Oak Park Trust and Savings Bank, as Trustee under Trust Agreement dated August 19, 1955 and known as Trust Number 2710, dated May 27, 1969 and recorded May 27, 1969 as Document 20854335 and filed March 4, 1970 as Document LR2493877.
 14. Easement as created by grant to Commonwealth Edison Company and Illinois Bell Telephone Company recorded January 11, 1971 as Document 21367086.
 15. Grant of Easement made by Oak Park Trust and Savings Bank, as Trustee under Trust Number 5950 to Northern Illinois Gas Company its successors and Assigns recorded April 13, 1970 as Document 21132805, and filed on January 28, 1985 as Document LR3416880.
 16. Declaration of Easement dated December 22, 1972 and Recorded April 19, 1973 as Document 22295360 and filed on January 28, 1985 as Document LR3416879.
 17. Declaration of Easement dated December 22, 1972 and recorded April 19, 1973 as Document 22295361 and filed on January 28, 1985 as Document LR3416878.
 18. Covenants, conditions and restrictions contained in Warranty Deed recorded June 1, 1965 as Document 19480740.
 19. Easement for Parking as shown on Plat of J.R. Willens Hanover Terrace Apartments Assessment Plat Recorded March 13, 1969 as Document 20781253 and filed as Document LR 2493876.
 20. Document recorded March 3, 1993 as Document No. 98 188 755.
 21. All matters shown on that certain Plat of Survey dated May 12, 1998, prepared by Certified Survey Co., Order No. 70235.

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PLAT ACT AFFIDAVIT

STATE OF ILLINOIS §
§ SS.
COUNTY OF COOK §

M JOE ELSENER, being duly sworn on oath, states that he resides at 3604 HANOVER DALLAS TEXAS. That the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

- 1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;

-OR-

the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.

- 2. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
- 3. The divisions of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
- 4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
- 5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
- 6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
- 7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
- 8. Conveyances made to correct descriptions in prior conveyances.
- 9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easements of access.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

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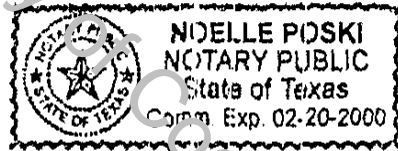
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Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

Mr. Dan Ellis
Vice President of Condor One, Inc.,
Manager of Prairie Properties, LLC, a
Delaware limited liability company

SUBSCRIBED and SWORN to before me
this 17 day of June, 1998

Noelle Poski
Notary Public



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