Certificate No. 1000 Document No. 3245044
TO THE REGISTRAR OF TITLES COOK COUNTY, ILLINOIS:
You are directed to register the Document hereto attached
on the Certificate 143334 Indicated affecting the
Section) 74 3 Township 1 North, Range 0 East of the
Section 2743 Township 1 North, Range 10 East on the
Third Principal Heridian, Cook County, Illinois.
Man Petricy
CHICAGO, ILLINOIS 5-1 1989.
Prepared By:John Lamberts First American Title 100 North LaSalle Ste. 400 Chicago, 11 60602

PARCEL 1:

THE SOUTHWESTERLY 26.58 FRET OF THE NORTHEASTERLY 107.54 FEET (MEASURED AT RIGHT ANGLES) OF LOT ONE HUNDRED FIFTY ONE ----(151) IN MEADOW EDGE UNIT 3, BE(NG A SUBDIVISION IN THE SOUTH HALF (4) OF THE SOUTHEAST QUARTER (4) OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10, AND THE NORTHEAST QUARTER (4) OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE TH(RD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 16, 1975, AS DOCUMENT NUMBER LR2846687, IN COOK COUNTY, ILLINOIS.

3791170

REPORTERNAL SUBJECT TO:

EASEMENTS FOR THE BENEFIT OF PARCEL ' FOR INCRESS AND EGRESS AS CONTAINED IN DECLARATION OF EASEMENTS FOR MEADOW EDGE AND FOR MEADOW EDGE HOMEOWNERS ASSOCIATION BOTH FILED MARCH 5, 1975 AS DOCUMENT LR2797429, AND LR2797430, IN COOK COUNTY, ILLINOIS.

PIN #02-27-414-125 Volume : 150

ADDRESS: 2621 Jasmine Lane, Rolling Mendows, Il.

3791179

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OCT 17 3 PT 133

UNITED STATES BANKRUPTCY COURT' EASTERN DISTRICT OF VIRGINIA

Alexandria Division

ORDER REGARLING PROPERTY DISPOSITION UNDER PLAN OF REORGANIZATION

This cause came before the Court in connection with the Debtors' Second Amended Joint Pian of Reorganization confirmed herein by the Confirmation Order dated April 25, 1986 and entered April 29, 1986 (the "Plan"; other capitalized words used in this Order shall have the meaning ascribed to them in the Plan, the pertinent definitions of which are annexed hereto), upon the joint motion of the Debtors, the Workout Committee, the Asset Manager, and The First National Bank of Maryland, Trustee.

It appears to the Court that the Properties owned by the Partnerships are dispersed throughout the several States, that the proceedings in this Court heretofore had are not easily accessible to practitioners and examiners of title in

those several States, and that there is a need for an order of this Court which may conveniently be placed of record in the several States to facilitate the search and insurance of title to Properties sold or otherwise disposed of under the Property Disposition Program. The Court, therefore, upon its own record and upon the evidence presented to it, recites and decreas the following:

- l. Each of the Debtors listed on Schedule 1 hereto was granted relie; under and was reorganized pursuant to Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. \$ 1101 et seq. The Plan bycame effective on May 12, 1986 (the Effective Date). All appeals from the Confirmation Order have been terminated, and the Confirmation Order is final, no longer subject to appeal.
- 2. Each of the Nonbankrupt Pertnerships listed on Schedule 2 hereto voluntarily submitted to administration of its assets in accordance with the terms of the Plan, all of the limited partnership interests therein having been conveyed to the Asset Manager, and all of the general partner interests being subject to the control of the Asset Manager.
- J. The initial Asset Manager is The Palmieri Company, a California corporation. The Workout Committee is authorized to employ a successor, permanent Asset Manager, and certain holders of First Mortgage Notes are entitled to

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properties. Neither the succession of a permanent Asset
Manager nor the substitution of an Asset Manager with respect
to certain Properties shall become effective with respect to
Properties located in places where this Order has been placed
of record unless and until (a) the Secretary of the Workout
Committee (whose signature is endorsed at the foot hereof)
has so certified to this Court and (b) a true copy of such
certification has been placed of record in the same place as
this Order.

- 4. Under the Plan, the Asset Manager is empowered, pursuant to the Property Dispusition Program, to sell, convey, deliver title to, or otherwise dispose of any Property owned, as of May 12, 1986 (the "Effective Data"), by any Partnership listed on Schedule 1 or Schedule 2 herety. Execution of the instrument of sale, disposition, or conveyance by the Asset Manager shall be sufficient without the joinder of any of the general partners of the Partnership.
- 5. Any such Property may, pursuant to the Property Disposition Program, be transferred by the Asset Manager free and clear of the liens securing any First Mortgage Note, any Second Mortgage Note, and any Community Second Note, whether or not such Notes have been paid, with the following exceptions:

- A. The First Mortgage Notes secured by the Properties identified on Schedule 3 hereto (the First Mortgage Notes held on the Effective Date by Class 6 creditors or by creditors of one or more Nonbankrupt Partnerships who have not executed a Mortgage Insurer Agreement (Pool 84-XX)); and
- B. The Second Mortgage Notes secured by the Properties identified on Schedule 4 hereto (the Second Mortgage Notes held on the Effective Date by Class 6 craditors).
- f. The Asset Manager may, after notice and any required hearing in accordance with the Property Disposition Program, obtain a separate order from this Court permitting the Asset Manager to sell Properties of Debtors free and clear of liens other than as set forth in paragraph 5, above.
- 7. In the case of any Property of a Debtor, the making or delivery of any instrument or crinsfer by the Asset Manager is not and shall not be subject to any law imposing a stamp, real estate transfer or similar tax, as provided in Section 1146(c) of the United States Bankruptcy Code 11 U.S.C. \$ 1146(c).
- 8. A warrant in an instrument of transfer of a property by the Asset Manager that the Asset Manager has complied with the provisions of the Property Disposition program necessary to effect such transfer shall be conclusive as to the power of the Asset Manager to convey the right,

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title, and interest of the Partnership in the Property. Such warrant will be given by the Asset Manager individually; but the Asset Manager may also, solely on behalf of the Partnership and without individual liability of the Asset Manager to the grantee, include in an instrument of sale, conveyance or other disposition such warranties of title as the Asset Manager may deem necessary or convenient.

- 9. Every instrument of transfer free and clear of liens pursuant to recagraph 5, above, shall recite and describe each such lien and shall contain the warrant of the Asset Manager of compliance with the provisions of the Property Disposition Program with respect to such liens.
- 10. Every instrument of transfer free and clear of liens pursuant to paragraph 6, above, shall recite and describe each such lien and shall attach an attested copy of the authorizing order of this Court.
- ment of administrative expenses of bankruptcy under Section 364(d) of the Bankruptcy Code, 11 U.S.C. \$ 364(d), or otherwise, except Properties owned on the Effective Date either by EPIC Associates 83-XXIX or by EPIC Associates 83-XVII, as to which Debtors the Asset Manager is authorized to release such liens and to accept payment of the indebtedness thereby secured. A conveyance by the Asset Manager of a Property

subject to such a lien shall be deemed to be a release of such lien unless the instrument of conveyance otherwise provides.

Asset Manager to the holder of the First Mortgage Note secured thereby, or upon the occurrence of the circumstances permitting such tender under the Plan, such holder may foreclose its mortgage or deed of trust without leave of this Court and in accordance with applicable non-bankruptcy law. The Asset Manager shall, upon reasonable request, certify such tender or the occurrence of the circumstances giving rise thereto.

Dated:

October 28 1986

Martin V.B. Bostetter, Jr.
United States Bankruptcy Jüdge

A TRUE COPY TESTER

Michael M. Shorpa. J. Cherk

WE ASK FOR THIS:

Roger M. Whelan Richard J. Morvillo

Verner, Lilpfert, Bernhard, McPherson & Ry_Hand, Chartered

1660 L Street, N.W.

Suite 1000

Washington, D.C. 20036

(202) 775-1039

Counsel for Debtors

Rogovin, Huge & Lenzner 1730 Rhode Island Avenue, N.W. Washington, D.C. 20036 (202) 466-6464

Counsel to The Palmieri Company, Assrt Manager

120 North Asaph Street Alexandria, Virginia 22314 (703) 549-0083

Local Counsel for Debtors and for The Palmieri Company

lliam Daniel Sullivan

7799 Leesburg Pike Suite 1000 Tysons Corner, Virginia 22043

and

Melrod, Redman & Gartlan A Professional Corporation 1801 K Street, N.W. Suite 1100K Washington, D.C. 20006 (202) 822-5326

Secretary and General Counsel to the Workout Committee

JUNIA CLORAS OFFICO

Arnold & Porter 1200 New Hampshire Avenue, N.W. Washington, D.C. 20036 (202) 872-6851

Counsel to The Maryland Deposit Insurance Fund Corporation

Ballard, Spahr, Andrews & Ingersoll 1850 K Street, N.V. Suite 1100K Washington, D.C. 20016 (202) 466-5800

Johns Clarks Office Counsel to The First National Bank of Maryland, Trustee

-41.E.CA

SEEN AND AGREED:

DEBTORS SECOND AMENDED JOINT PLAN OF REORGANIZATION DEFINITIONS

Asset Manager means an entity employed by the Workout Committee to perform the functions set forth in Article VI, including a delegatee of such entity approved by the Workout Committee for a specified task or function.

Community means Community Savings & Loan, Inc., a Maryland chartered savings and loan association.

Community Second Note means a promissory note held by Community which was documented as a Second Mortgage Note. For purposes of payment of claims, Community Second Notes are treated as unsecured claims and accrue no interest after September 5, 1985, whether or not the intended lien of a mortgage or deed of trust was timely perfected with respect thereto.

Confirmation Order means the order of the Bankruptcy Court confirming the Joint Plan, which order shall have the effect of approving and incorporating in the Joint Plan each of the Exhibits to the Joint Plan.

Debtor means any one of the limited partnerships named on Schedule 1.

Effective Date means, except to provided in Subsection H.4 of Article XXII, the first business day that is eleven days after the date on which the Confirmation Order is entered or, in the event that the Confirmation Order is stayed, the third business day following the date on which an order terminating or vacating such stay is entered.

First Mortgage Note means a note, bond, or other evidence of indebtadness secured by a mortgage, deed of trust, or other instrument that commutes a first consensual lieu or charge on a Property.

Joint Plan means this Joint Plan of Reorganization as it may be amended by any duly authorized amendment.

Nonbankrupt Partnership means a limited partnership named on School 2.

Partnership means a Debtor or a Nonbankrupt Partnership.

Property means an individually mortgaged real property (whether or not part of a complex of such Properties) and all improvements thereon and all furniture, fixtures, equipment and applicates therein owned by a Partnership, together with all easements and appurtenances, all rights of applications all rights to use common areas, recreational, and other facilities, and all replacements or additions thereto.

Property Disposition Program means the program for the sale or other disposition of Properties by the Asset Manager (or Substitute Asset Manager) described in Article X (or as modified in Article XI).

Reorganization Case means the case filed in the Bankruptcy Court for reorganization of a Debtor under Chapter 11 of the Bankruptcy Code.

Second Mortgage Note means a note, bond, or other evidence of indebtedness secured by a mortgage, deed of trust, or other instrument that construtes a second consensual lien or charge on a Property, other than a Community Second Note.

Workout Committee means the committee established by Article VII to supervise the actions of the Asset Manager and to administer the Joint Plan.

UNOFFICIAL COPY, DISCHEDULE 1-DEBTORS

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Epic Associates 85-III		Epic Associates Ltd., P4-VII
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Epic Associates 85-V		Epic Associates Ltd., P4-XIV
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Epic Associates 85-XIII		Epic Associates Ltd., P4-XVIII
Epic Associates 85-XIV		Epic Associates Ltd., P4-XX
Epic Associates 85-XV		Epic Associates Ltd., P4-XXXIV
Epic Associates 85-XXXVI		Midstates Associates I
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Epic Associates 85-XLII		Midstates Associates III
Epic Associates Ltd., PM-1		Midstates Associates V
(also known as P-3-XVI)		

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SCHEDULE 2-NONBANKRUPT PART	NERSHIPS!
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¹ The Properties of the Nonbankrupt Partnerships whose numbers are enclosed in parentheses were transferred to the Partnership preceding the group.

Schedule 1 (Non-Consenting First Mortgage Noteholders)

	EPIC Associates Partnership No.	Property	Lender
	xv	llO Fairview Drive Stockbridge, Georgia	United Savings of America
		112 Fairview Drive Stockbridge, Georgia	United Sevings of America
		3793 Catalina Drive Marretta, Georgia	United Savings of America
	XXXIV	15111 Summerwind Drive Tampa, Florida	Home Federal Bank of Florida
%	83-CX Ox	1730 Camino Palmero* Los Angeles, Calif. Unit Nos. 304, 305, 308, 311, 315, 318, 319, 405, 408, 410, 412, 415, 416, 419, 420	First National Bank of Md., Trustee for Pool 84-XX
	Co04	308, 311, 315, 318, 319, 405, 408, 410, 412, 415, 416, 419, 420 1750 Camino Palmero* Los Angeles, Calif. Unit Nos. 231, 232, 231, 234, 236, 237, 240, 241, 242, 331, 332, 333, 336, 337, 338, 339, 340, 342, 344, 346, 348, 431, 432, 433, 434, 433, 434, 438	First National Bank of Md., Trustee for Pool 84-XX
		1735 Noten Fuller* Los Angeles, Calif. Unit Nos. 2*5, 246, 303, 327, 375, 330, 422, 427, 428, 429	First National Bank of Md., Trustme for Pool 84-XX
		7300 Franklin Avenus Los Angeles, Calif. Unit Nos. 349, 350, 351, 352, 353, 354, 355, 356	First National Bank of Md., Trustee for Pool 84-XX
	82-LXVII	1737 Frankford Road Carrollton, Texas Unit Nos. 102. 201, 404, 502, 503, 602, 1203, 1204, 1301, 1302, 1503, 1504, 1601, 1602, 1603, 1703, 1704, 1904, 2003, 2004, 2103, 2104, 2203, 2204, 2303, 2304, 2404, 2603, 2702, 2704, 2801, 2802, 2901, 2902, 3002, 3501, 3503, 3504, 3601, 3603, 3702, 3801	First National Bank of Md., Trustee for Pool 84-XX

^{*} Part of single project with principal entrance at 1730 Camino Palmero.

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Schedule 3 (Continued)

EPIC Associate Partnership No		Property			<u>Lender</u>
14445					
VXX	1700	REMILLE COURT	AIBRINIU SEUCH	44	LIFE FEDERAL TAVINGS & LOAM
	310 t	DEMILLE COURT	AIBGINIU BEUCH	44	LIFE FEDERAL SAVINGS & LORM
	2700	DEMILLE COURT	AIBBININ BENCH	AN	CIFE PEDERAL SAVINGS & LOAM
	1704	DEMILLE COURT	ALEGINTA SENCH	AW	LIFE FEOGRAL SAVINGS & LIGAN
	1700	SEMILLE COURT	AIAGIMIN SENCH	44	LIFE PEDERAL SAVINGS & COM
	3197	SENCHMENT OFFICE	ALUGINIA SENCH	YA.	FIRE CORRECT CONTINUES & COM-
	1693	SENCIALIST OFFICE	ALBOININ BENCH	VA	FIRE PEDERAL SAVINGS & LOAM
10.	1904	SERCIMINAL OF IVE	AIBGINIS SESCH	VA.	LIFE FEDERAL SAVINGS & LOAM
	1904	COPPROMERLIN PLACE	VINGINIA SENCH	Y#	LIFE FEDERAL SAVINGS & LOAM
100	5908	COPPONIENT IN PLACE	Alacinia stach	¥ 4	LIFE FEOTERS SAVINGS & LORN
	7810	SOMEONIEN IN PLACE	VIRGINIA GEACH	76	LIFE FEDERAL SAVINGS & LOAM
	1001	PERCHADOD ORIVE	PORTSHOUTH	VA	LIFE PEDERAL SAVINGS & LOAM
	100 /	MUCHINO ON INE	PORTSPOUTH	46	LIFE FEDERAL SAVINGS & LORM
	3800	PERCHADOR OFFICE	PORTSMOUTH	٧A	LIFE FEDERAL SAVINGS & LORN
IIVXX	1879	EE SY CUESCENT	Alseinta stach	VÐ	LIFE FEDERAL SAVINES & LOAM
	1013	GETSY (SE) CENT	AJACIMIN GENCH	¥ ®	LIFE FEDERAL SAVINGS & LOAM
	3837	GETSY CHETEST	HIRGIMIN SEACH	14	LIFE FEOCONE SAVINGS & LORN
	1117	WHITE MALLEY CHAR	VIEGINIA GENCH	¥ 4	LIFE FEDERAL SAVINGS & COM
	1323	WHITE MARLIN LANE	AIBEIMIN BEUCH	44	LIFE FEDERAL SAVINGS & LONG
XXX	101	INGENNILL PLACE	HUDGINIA BEACH	78	LIFE PEDERAL SAVINGS & LOAM .
	912	Page 4 / Househit	PIPSTHIR SEACH	49	LIFE PEDEPAL SAVINGS & LOAM
W1414 TT	91 E	PLACE	AISSINSS BEUCH	44	LIFE FEDERAL SAVINGS & LORN
VIXXX	1000	MINALS MOSE CONS.	Albein, Winibbia	44	file testeur junimes & found
	1404	MINIES MORE CONST	Alberhiu brech	14	FIRE PEDENAL SAVINGS & LOAM
	1998	UINTER PROU- COURT	Aleginia Stach	1)*	LIFE FEDERAL SAVENDS & LOW!
	1104	CINTER PER COURT	AIRCININ BENCH		LIFE FEOEPHL SAVINGS & LOAM
	1301	UINTER MARK COURT	AIRCINIE GENCH		File LEGERAL SUATINGS & FORM
	1001	WINIER SOME COURT	ALLEGININ SENCH	va //	LIFE FEDERAL SAVINGS & LORN
	3₹1L 3800	STRIE FLOWER COURT	PORTSHOUTH	16	CLE LEDEBUT SUATINGS & FOUN
	1004	SMINE STOOM DELAG	POSTSPOUTH	∀ #	FILL LEGGLAF SWAINGS & FOUN
	3800	SWING STOOM ORIVE	PORTSMOUTH PORTSMOUTH	4 4	LIFE PEUFSAR SAVINGS & LOAN
VXX	1900	LANE TOUCH CAME	VINGINIA SERCH	78 78	FILE SABERET SERVINGS & FOUN
••••	4904	UNITEUDOD LANE	VIRGINIA BEACH	VA.	LIFE PEOSPAL SPANNES & LOAM
	4900	WHITEUROD LANE	AISQIMIN SENCH	va va	LIFE PEDERAL SANIONS & LOAM
XCIX	1200	GATE DRIVE	VIRGINIA GEACH	YA	LIFE FEDERAL SAVENES & LORM
	1212	GALL DRIVE	FIRGINER BEACH	VA.	LIFE FEDERAL SAVINGS & LOAN
XXX	18033	PROST ORIVE	HUOSON	n	FIRST SAVINGS SAME OF FLA. FSB
	14414	seozi anine	HUDSON	FL	FIRST SAVINGS BANK OF FLA. FEB.
(5)\$\m*	16106	34180 18081	******	FL	FIRST SAVINGS SMOL OF FLB. FSB
XXXV	1100	SOUTH CHANGES STREET	INCTRESS	#L	FIRST SAVINGS BMG OF FLA. FSB
IVXXX	1517	BLIND FOND SYEMME	LUTZ	FL	FIRST SAVINGS DANK OF FLA. 138

Schedule 4 (Non-Consenting Second Mortgage Noteholders)

EPIC Associates Partnership No.	Property	Lender
84-LXIV	118 La Salle Springs Conroe, Texas 77304	Peter W. Richardson Amanda B. Richardson
84-LXIV	12039 Pine Ridge Road Sandy, Utah	Gerry Higgs
84-TXIA	4133 North 79th Drive Phoenix, Arizona	J.H. Champagne
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Property of Cook County Clerk's Office

CAROL EDSELEY BRAUN

F.A.T.I.C.

IDENTIFIED No.

100 North LaSalle Street Suite 400 Oriengo, Illinois 60502 750-6780 First American Title Insurance Company of the Mid-West

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