

<b>Prepared by:</b> Vito M Pacione, Esq. Jenner & Block LLP 353 North Clark Street Chicago, Illinois 60654	<b>After recording return to:</b> Vito M Pacione, Esq. Jenner & Block LLP 353 North Clark Street Chicago, Illinois 60654	<b>Mail Tax Bills To:</b> JRC Cahaba LLC c/o Jupiter Realty Holdings, Inc. 401 North Michigan Avenue Suite 1300 Chicago, Illinois 60611 Attention: Donald A. Smith
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## SPECIAL WARRANTY DEED

\$2,727,700.00

THIS INDENTURE is made and entered into as of this 21<sup>st</sup> day of January, 2010, by and between **JRC LAKESIDE (QUAIL/QUEEN), LLC**, a Delaware limited liability company (hereinafter referred to as "Grantor"), and **JRC CAHABA LLC**, an Illinois limited liability company (hereinafter referred to as "Grantee").

### WITNESSETH:

THAT for and in consideration of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Grantor has bargained and sold and does hereby grant, bargain, sell and convey unto the said Grantee all of Grantor's right, title and interest, being an undivided **6.422%** interest, in the following described real estate situated and being in Shelby County, Alabama to, wit:

All of that certain real estate described in Exhibit A attached hereto and incorporated herein by this reference.

The aforesaid real estate being the same real estate conveyed to Grantor by deed of record dated February 13, 2004, and recorded as Instrument Number 20040423000210780 in the Office of Probate Judge of Shelby County, Alabama.

TO HAVE AND TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in the anywise appertaining unto Grantee, its successors and assigns in fee simple forever.

This conveyance is subject to those liens, easements, encumbrances and exceptions listed in Exhibit B attached hereto and by this reference incorporated herein.

Grantor does hereby covenant with Grantee that title to the aforesaid real estate Grantor will warrant and forever defend against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise.

As used herein, pronouns shall be construed according to their gender and number according to the context thereof.


Grantee shall hold the foregoing interest in said real estate as a tenant-in-common with all other owners of said real estate.

Shelby County, AL 01/26/2010

State of Alabama


Deed Tax : \$2728.00

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The purchase price for the subject property consists of \$1.00 plus the assumption of the existing first mortgage indebtedness, evidenced by that certain Amended and Restated Future Advance First Mortgage, Security Agreement and Fixture Filing, dated March 30, 2005, as recorded in the Probate Office of Shelby County, Alabama as Instrument No. 20050330000145750, upon which mortgage tax was paid in full, plus the assumption of that certain second mortgage indebtedness, evidenced by that certain Amended and Restated Future Advance Second Mortgage, Security Agreement and Fixture Filing, dated February 13, 2004, as recorded in the Probate Office of Shelby County, Alabama as Instrument 20040423000210810, upon which mortgage tax was paid in full, plus the assumption of the existing third mortgage indebtedness, secured by that certain Future Advance Third Mortgage, Security Agreement and Fixture Filing dated February 13, 2004, as recorded in the Probate Office of Shelby County, Alabama as Instrument 20040423000210830, upon which mortgage tax was paid in full.

**[Signature Page Follows]**

  
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IN WITNESS WHEREOF, Grantor has executed or caused this instrument to be executed by its duly authorized representative on the day and year first above written.

**GRANTOR:**

**JRC LAKESIDE (QUAIL/QUEEN), LLC**, a Delaware limited liability company

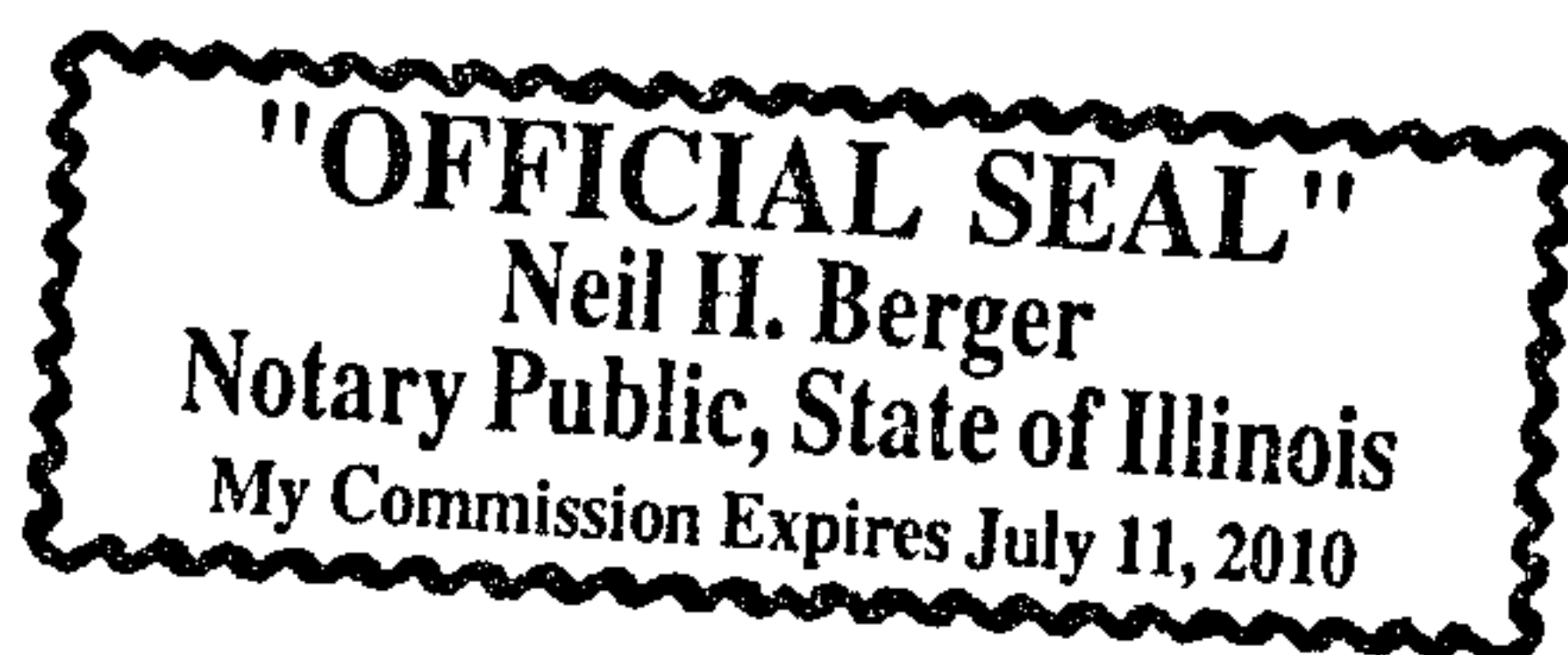
By: JRC Lakeside, Inc. an Illinois corporation,  
its manager

By: E. Michael Pompizzi  
Name: **E. Michael Pompizzi**  
Title: **President**

STATE OF ILLINOIS       )  
                                      )SS  
COUNTY OF COOK       )

I, the undersigned, a notary public in and for said county in said state, hereby certify that **E. Michael Pompizzi**, whose name as **President** of JRC Lakeside, Inc., an Illinois corporation, the manager of **JRC LAKESIDE (QUAIL/QUEEN), LLC**, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as the manager of said limited liability company for and as the act of said limited liability company.

Given under my hand and official seal this 21<sup>st</sup> day of January, 2010.



[Notarial Seal]

[Signature]  
Notary Public

My Commission Expires: 7/11/10



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## **EXHIBIT A**

### **LEGAL DESCRIPTION**

A parcel of land situated in the Northeast quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commencing at the Southeast corner of said quarter section run in a Westerly direction along the South line of said quarter section for a distance of 311.91 feet to a point on the West right of way line of a public county road known as Cahaba Beach Road, said point being the Point of Beginning of the parcel herein described; from the point of beginning thus obtained run Westerly along said South line of said quarter section for a distance of 1009.39 feet to the Southwest corner of the Southeast quarter of the Northeast quarter of said section; thence turn an angle to the right of 87 degrees 52 minutes 43 seconds and run in a Northerly direction along the West line of the East half of the Northeast quarter of said Section 36 for a distance of 2687.32 feet to the Northwest corner of said East half of the Northeast quarter section; thence turn an angle to the right of 92 degrees 09 minutes 31 seconds and run in an Easterly direction along the North line of said section for a distance of 1314.78 feet to the Northeast corner of said section; thence turn an angle to the right of 87 degrees 42 minutes 06 seconds and run in a Southerly direction along the East line of said section for a distance of 2128.72 feet to a point on the West right of way line of said Cahaba Beach Road, said point lying in a curve to the left, said curve having a radius of 756.37 feet, a central angle of 15 degrees 33 minutes 20 seconds and a chord of 204.72 feet which forms an interior angle of 145 degrees 24 minutes 26 seconds with the East line of said section; thence run in a Southwesterly direction along the arc of said curve in said right of way for a distance of 205.35 feet to the end of said curve; thence run Southwesterly along said right of way and tangent to the last curve for a distance of 327.30 feet to the beginning of a curve to the right in said right of way; said curve having a central angle of 5 degrees 01 minutes 58 seconds and a radius of 1111.0 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 97.58 feet to the Point of Beginning. Said parcel contains 79.118 Acres (3,446,380.08 square feet), more or less.

Parcel ID Number: 02736001001

  
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## EXHIBIT B

### PERMITTED EXCEPTIONS

1. Any minerals or mineral rights leased, granted or retained by prior owners.
2. Taxes and assessments not yet due and payable.
3. Rights of tenants in possession, as tenants only, under unrecorded leases or occupancy agreements, with no options to purchase or rights of first refusal to purchase.
4. Any and all matters that would be disclosed by a current survey of the real estate described on Exhibit A of this Special Warranty Deed.
5. Restrictions as set out in the Deed of Declaration recorded in Real Book 54, Page 199.
6. Title to all minerals and mining rights and other rights, privileges and immunities as set out in the Warranty Deed recorded in Real Book 41, Page 83.
7. Riparian and other rights created by the fact that the subject property fronts on Lake Dixie.
8. Right of way grants to Alabama Power Company as recorded in Volume 126, Page 188; Volume 185, Page 120; Real Book 105, Page 861; and Real Book 167, Page 335.
9. Roadway Easement Agreement dated October 14, 2005, recorded October 24, 2005 in Instrument Number 20051024000550530.
10. Roadway Easement Agreement dated October 14, 2005, recorded October 24, 2006 in Instrument Number 20061024000523450.
11. Terms, conditions and agreements as set out in that Regulatory Agreement and Declaration of Restrictive Covenants recorded in Real Book 54, Page 278 (to the extent still in existence); Amendment to Regulatory Agreement and Declaration of Restrictive Covenants as set out in Real Book 164, Page 551 (to the extent still in existence); and Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants dated as of March 1, 2005 and recorded March 30, 2005 in Instrument Number 20050330000145740.
12. Amended and Restated Future Advance First Mortgage, Security Agreement and Fixture Filing, dated March 30, 2005, and recorded in Instrument Number 20050330000145750; together with that Amended and Restated First Assignment of Rents and Leases as recorded in Instrument Number 20050330000145760; together with that certain Assignment of Mortgage Loan as recorded in Instrument Number 20050330000145770 and Assignment of Mortgage Loan as recorded in Instrument Number 20050330000145780.



  
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Exhibit B-1

13. Amended and Restated Future Advance Second Mortgage, Security Agreement and Fixture Filing, dated February 13, 2004 and recorded as Instrument Number 20040423000210810; that Assignment and Assumption of Second Loan Documents recorded in Instrument Number 20040423000210800; as affected by that certain Assignment and Assumption of Second, Third and Fourth Loan Documents recorded as Instrument Number 20040930000542390.
14. Future Advance Third Mortgage, Security Agreement and Fixture Filing, dated February 13, 2004, and recorded in Instrument Number 20040423000210830; together with that Third Assignment of Rents and Leases, dated February 13, 2004 and recorded in Instrument Number 20040423000210840; as affected by that certain Assignment and Assumption of Second, Third and Fourth Loan Documents recorded as Instrument Number 20040930000542390.
15. Future Advance Fourth Mortgage, Security Agreement and Fixture Filing, dated February 13, 2004, and recorded in Instrument Number 20040423000210850; together with that Fourth Assignment of Rents and Leases, dated February 13, 2004, and recorded in Instrument Number 20040423000210860; as affected by that certain Assignment and Assumption of Second, Third and Fourth Loan Documents recorded as Instrument Number 20040930000542390 and further affected by Assignment, Assumption and Modification Agreement as recorded in Instrument Number 20050330000145790.
16. UCC-1 Financing Statement recorded as Instrument Number 1994-09697, re-filed and continued in Instrument Number 1999-38099 and Instrument Number 1994-13159, re-filed and continued in Instrument Number 1999-38106; and amended in Instrument Number 20040423000210820, as the same may have been further re-filed and continued.

  
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