

FOR REGISTRATION
 Willie L. Covington
 REGISTER OF DEEDS
 Durham County, NC
 2016 APR 01 02:18:43 PM
 BK:7902 PG:265-271
 DEED
 FEE:\$26.00
 EXCISE TAX:\$65,408.00
 INSTRUMENT # 2016009785
 SMMARSH



NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$ 65,408.00

Parcel Identifier No. 141443 Verified by: Durham County on the ___ day of _____, 2016

By: _____

Mail/Box to: GRANTEE

This instrument was prepared by: Daniel C. Cole, Esq.
 Ginsberg Jacobs LLC
 300 South Wacker Drive, Suite 2750
 Chicago, Illinois 60606

Brief Description for the Index: Lenox at Patterson Place Apartments, Durham, NC

THIS DEED, made this 31st day of March, 2016, by and between:

"GRANTOR"	"GRANTEE"
<p>WESTDALE LENOX, LLC, a Delaware limited liability company,</p> <p>whose mailing address is: 1 East Wacker Drive, Suite 1100 Chicago, Illinois 60601</p>	<p>LENOX AT PATTERSON PLACE II, LLC, a Delaware limited liability company,</p> <p>whose mailing address is: 10510 Springboro Pike Miamisburg, Ohio 45342</p>

WITNESSETH:

For valuable consideration from GRANTEE to GRANTOR, the receipt and sufficiency of which is hereby acknowledged, GRANTOR hereby gives, grants, bargains, sells and conveys unto GRANTEE in fee simple, subject only to the permitted exceptions set forth on **Exhibit B** attached hereto and made a part hereof (the "**Permitted Exceptions**"), the following described property located in the City of Durham, County of Durham, State of North Carolina, more particularly described as follows:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF.

Said property having been previously conveyed to GRANTOR by Lenox at Patterson Place Apartments, LLC, a Delaware limited liability company, Instrument No. 2012001258, Book 6883, Pages 822-829.

All or a portion of the property herein conveyed includes or does not include the primary residence of GRANTOR.

TO HAVE AND TO HOLD unto GRANTEE, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Permitted Exceptions.

And GRANTOR hereby warrants that GRANTOR has done nothing to impair the title as received by GRANTEE and that GRANTOR will forever warrant and defend the title against the lawful claims of all persons claiming by, through or under GRANTOR.

This conveyance is made subject to those matters set forth on **Exhibit B**.

All references to GRANTOR and GRANTEE as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, masculine, feminine or neuter as required by context.

[End of Document. Signatures follow on next page.]

IN WITNESS WHEREOF, Grantor has caused this North Carolina Special Warranty Deed to be executed this 31st day of March, 2016.

GRANTOR:

WESTDALE LENOX, LLC, a Delaware limited liability company

By: [Signature]
Name: David J. Carlson
Title: Authorized Signatory

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Christine Ahern, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David J. Carlson, personally known to me to be the Authorized Signatory of Redwood at WESTDALE LENOX, LLC, a Delaware 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 as such Managing Partner, he signed and delivered the said instrument, as his free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 22 day of March, 2016.

Christine Ahern
Notary Public

My commission expires: December 18, 2017

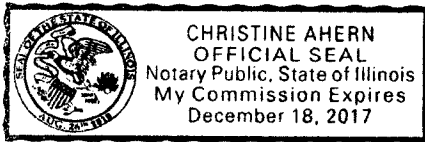


EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

LYING AND BEING in City of Durham, North Carolina, and more particularly described as follows:

COMMENCING at a point in the intersection of the centerline of Old Chapel Hill Road, SR 2220, an 85 ft. public right-of-way and the centerline of Southwest Durham Drive, an 85 ft. public right-of-way, thence leaving the intersection, N. 49-01-03 W. 793.14 feet to an existing iron pipe, marking the northwestern corner of the land conveyed to Lois T. Pendergraph (Tax Map 483-01-016) by instrument recorded in Book 123, Page 290, Durham County Public Registry, and the northeastern corner of the land conveyed to Melba D. Simpson (Tax Map 483-01-015) by instrument recorded in Book 300, Page 355, Durham County Public Registry, the point and place of BEGINNING; thence from the point and place of BEGINNING with the boundary of the Simpson land (now or formerly) two (2) courses and distances as follows: (1) N. 82-03-12 W. 272.40 feet to an existing iron pin-control corner; and (2) N. 03-52-38 E. 370.22 feet to a existing iron pin-control corner (with grid coordinates of N=799,154.303 and E=2,004,064.510); thence continuing with the northern boundary of the Simpson land (now or formerly), with the northern boundary of the land conveyed to Boulevard Properties Limited Partnership (Tax Map 483-01-014) by instrument recorded in Book 1934, Page 446, Durham County Public Registry, and with the northern boundary of the land conveyed to The Barnyard (Tax Map 483-01-013) by instrument recorded in Book 1702, Page 230, Durham County Public Registry, N. 84-56-41 W. 281.94 feet to a point; thence with the boundaries of The Barnyard land (now or formerly) six (6) courses and distances as follows: (1) N. 04-57-31 E. 577.01 feet to an existing iron pin; (2) S. 88-51-45 E. 19.66 feet to an existing iron pin; (3) S. 88-55-15 E. 73.27 feet to an existing iron pin; (4) N. 87-56-34 E. 32.33 feet to a point; (5) S. 89-54-27 E. 121.30 feet to an existing iron pin; and (6) N. 05-54-43 E. 26.05 feet to an existing iron pin in the southern boundary of the Boulevard Properties Limited Partnership (Tax Map 483-01-024) (now or formerly); thence with the southern boundary of the Boulevard Properties Limited Partnership land (now or formerly) S. 89-50-27 E. 740.20 feet to an existing iron pin in the western margin of the eighty five foot (85') wide public right-of-way of Southwest Durham Drive f/k/a Watkins Road (SR# 1110); thence with the western margin of the right-of-way of Southwest Durham Drive f/k/a Watkins Road two (2) courses and distances as follows: (1) with the arc of a circular curve to the right having a radius of 2633.39, subtended by a chord bearing and distance of S. 03-41-31 E. 96.25 feet, and an arc distance of 96.26 feet to a point; and (2) S. 00-55-19 E. 183.66 feet to a point in the northern boundary of the land conveyed to Mark B. Heizer (Tax Map 483-01-022) by instrument recorded in Book 1825, Page 970, Durham County Public Registry; thence with the northern, western, and southern boundaries of the Heizer land (now or formerly) three (3) courses and distances as follows: (1) S. 89-25-05 W. 185.31 feet to a point; (2) S. 02-56-39 W. 245.08 feet to an existing iron pin; and (3) N. 89-30-15 E. 201.84 feet to a point in the western margin of the right-of-way of Southwest Durham Drive f/k/a Watkins Road; thence with the western margin of the right-of-way of Southwest Durham Drive f/k/a Watkins Road S. 00-55-19 E. 966.43 feet to a point in the northern margin of the eighty five foot (85') wide public right-of-way of Old Chapel Hill Road (SR# 2220); thence with the northern margin of the right-of-way of Old Chapel Hill Road N. 80-54-56 W. 422.85 feet to a point in the eastern boundary of the Pendergraph land (now or formerly); and thence with the eastern and

northern boundaries of the Pendergraph land (now or formerly) two (2) courses and distances as follows: (1) N. 03-11-04 E. 374.50 feet to an existing iron pin; and (2) N. 82-01-08 W. 147.01 feet to the point and place of BEGINNING, containing 24.61 acres, more or less.

COMMON ADDRESS: 100 Rose Garden Lane, Durham, North Carolina 27707

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes or assessments for the year 2016, and subsequent years, not yet due or payable.
2. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Book 124, Page 36; Plat Book 140, Page 126; and Plat Book 140, Page 154, Durham County Registry.
3. Stormwater Facility Agreement and Covenant Version 082203 with the City of Durham recorded October 5, 2007, in Book 5763, Page 777 and assumed by Assumption of Stormwater Facility Operation and Maintenance Permit Agreement recorded January 4, 2010 in Book 6396, Page 86, Durham County Registry. Supplemental Stormwater Facility Agreement and Covenants recorded in Book 6906, Page 546, Durham County Registry.
4. Easement and Memorandum of Agreement with Time Warner Entertainment-Advance Newhouse Partnership recorded in Book 6035, Page 727, Durham County Registry.
5. Declaration of Rights and Privileges of the City of Durham in certain sanitary sewer easements recorded in Book 1510, Page 958, Durham County Registry.
6. Deed of Easement to the City of Durham recorded in Book 1621, Page 246, Durham County Registry.
7. Stormwater Facility Operation and Maintenance Permit Agreement recorded in Book 2508, Page 727, Durham County Registry.
8. Easement to Duke Energy Corporation (formerly Duke Power Company) recorded in Book 2569, Page 643, Durham County Registry.
9. Easement to the City of Durham recorded in Book 1726, Page 81, Durham County Registry.
10. Memo of Action to NCDOT recorded in Book 7656, Page 121, and Consent Judgment to NCDOT recorded in Book 7826, Page 844, Durham County Registry.
11. Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing to Keith Burns, Trustee for CBRE Capital Markets, Inc., dated January 12, 2012, filed for record in Book 6883, page 830, Durham County Registry, securing \$22,775,000.00; as assigned by the Assignment of Security Interest recorded in Book 6883, Page 856, Durham County Registry.

12. UCC-1 Fixture Filing Financing Statement in favor of Federal Home Loan Mortgage Corporation recorded January 13, 2012 in Book 6883, Page 861, as amended by the instrument of record in Book 7045, Page 230, Durham County Registry.
13. Rights of others in and to the continuous and uninterrupted flow of the waters bounding or crossing the Land and riparian and/or littoral rights incident to the Land.
14. Rights of tenants in possession, as tenants only, under unrecorded leases for a duration of less than three (3) years.
15. Any discrepancy, conflict, access, shortage in area or boundary lines, encroachment, encumbrance, violation, variation, overlap, setback, easement or claims of easement, riparian right, and title to land within roads, ways, railroads, watercourses, burial grounds, marshes, dredged or filled areas or land below the mean highwater mark or within the bounds of any adjoining body of water, or other adverse circumstance affecting the Title that would be disclosed by a current inspection and accurate and complete land survey of the Land.