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Pol No. A-384668 LD
JW241861

CHG & DEL: Bill Ozdogu & Masco, Inc.
9366 Calumet Ave, Munster, In

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SPECIAL WARRANTY DEED

THIS INDENTURE, made this 15th day of April, 1980, between Aetna Diversified Properties, Inc., a corporation created and existing under and by virtue of the laws of the State of Connecticut and duly authorized to transact business in the State of Indiana, party of the first part, and Ibrahim Keskin, 1113 Azalea Drive, Munster, Indiana, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten and No/100 Dollars, in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said corporation, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the said party of the second part, and to his heirs and assigns, FOREVER, all the following described land, situate in the County of Lake and State of Indiana known and described as follows, to wit:

28-447-152

LOTS ONE AND TWO IN KENNEDY COURT RESUB-DIVISION OF PART OF BLOCK TWO, IN MIDWEST CENTRAL BUSINESS PARK, TO THE TOWN OF MUNSTER, AS SHOWN IN PLAT BOOK 51, PAGE 34, AND AS AMENDED BY CERTIFICATE OF CORRECTION, DATED JANUARY 10, 1980 AND RECORDED JANUARY 16, 1980, AS DOCUMENT NO. 569136, ALL IN LAKE COUNTY, INDIANA.

DULY ENTERED
FOR TAXATION

JUN 20 1980

Louis J. [Signature]
JUNIOR CLERK

OFFICE OF THE REGISTER OF DEEDS
STATE OF INDIANA

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OFFICE OF THE REGISTER OF DEEDS
JUN 20 1 30 PM '80
WILLIAM H. SKI JR.
REGISTER

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Subject to real estate taxes for 1979 and subsequent years, covenants, conditions, restrictions and easements of record, and to the option and the restriction hereinafter reserved.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

And the said party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the said party of the second part, his heirs 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 incumbered 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 FOREVER DEFEND.

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Party of the second part represents and warrants that its intended use of the hereinabove-described real estate is for two facilities for warehousing and light industrial use, or either of such uses, one facility to be located on Lot One of the hereinabove-described real estate, and the other facility to be located on Lot Two of the hereinabove-described real estate. Party of the second part will commence and complete construction of the facility on Lot One not later than two (2) years from the date of recording of this Deed, and will commence and complete construction of the facility on Lot Two not later than three (3) years from the date of recording of this Deed. In the event that Purchaser does not complete such construction prior to the expiration of the aforesaid two (2) year period in the case of Lot One or the aforesaid three (3) year period in the case of Lot Two, then Party of the first part, shall have, and Party of the second part hereby grants to Party of the first part, separate options to repurchase each lot of the hereinabove-described real estate, at a price for each lot equal to One Dollar and No/100 (\$1.00) multiplied by the total number of square feet in that lot, determined by a survey by a licensed Indiana land surveyor, plus the real estate taxes and special assessments paid by Party of the second part during the term of Party of the second

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part's ownership of the lot, plus the amount of the total payments theretofore paid by Party of the second part to a general contractor for improvements actually made or materials actually supplied to such lot, pursuant to a bona fide contract for the construction of improvements in accordance with plans and specifications which have been approved in the manner herein provided for, less any amounts necessary to obtain the release and satisfaction of any lien on the property. If the right to purchase either lot accrues to Party of the first part hereunder, Party of the first part shall exercise the options by written notice to Party of the second part not later than thirty (30) days after the expiration of the two (2) year period or three (3) year period, as the case may be. Party of the first part's exercise or non-exercise of its option with respect to one lot shall in no way affect Party of the first part's right to exercise its option on the other lot. If Party of the first part exercises an option, the closing shall take place within thirty (30) days after delivery of Party of the first part's notice of exercise of its option. The purchase price as computed above shall be paid in cash or certified or cashier's check, with appropriate prorations for real estate taxes and special assessments. Party of the second part shall convey title by Special Warranty Deed, subject only to the following matters: (1) General taxes or installments thereof for years not yet due at the time of closing and

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subsequent years; and (2) Building lines of record. Party of the second part shall at its own cost deliver to Party of the first part, at least ten (10) days prior to such closing, evidence of such state of title in the form of a commitment for an Owners's ALTA Form B Title Insurance Policy, issued by Chicago Title Insurance Company, covering title to the real estate as of a date subsequent to the exercise of the option. If Party of the first part shall fail to exercise its option within the applicable thirty (30) day period, Party of the first part shall have no further right to repurchase the real estate.

Pursuant to that certain Subdivision Agreement dated September 26, 1977 by and between A.L.&C. Realty Holdings Corporation and the Town of Munster, Indiana (the "Town"), as amended on October 17, 1977 when an occupant of the hereinabove-described real estate requires water in excess of 1,000 gallons per acre per day for its purposes, the Town shall have the right to require the occupant to store on its premises such excess water over 1,000 gallons per acre per day. Party of the second part hereby agrees, for itself, its heirs, executors, successors and assigns to comply with the requirements of said Subdivision Agreement, and shall, upon demand by the Town, at its sole cost and expense construct a storage facility on the hereinabove-described real estate to store excess water. Prior to constructing the same, the plans and specifications therefore shall first be approved by Party of the first part or

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its designee. Party of the second part shall submit the plans and specifications to Party of the first part or its designee for said approval not later than ninety (90) days prior to the anticipated date for construction of the storage facility. This covenant shall bind and run, in law and equity, with the hereinabove-described real estate.

PARTY OF THE FIRST PART CERTIFIES THAT NO INDIANA GROSS INCOME TAX IS DUE AND PAYABLE AT THIS TIME.

IN WITNESS WHEREOF, said party of the first part has caused its name to be signed to these presents by its President, and attested by its Assistant Secretary, the day and year first above written.

(CORPORATE SEAL)

AETNA DIVERSIFIED PROPERTIES, INC.

By

John G. Linn

President ARL

Attest:

Neal Buntout

Assistant Secretary

This instrument was prepared by Anthony R. Licata, Suite 4800, One First National Plaza, Chicago, Illinois 60603.

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STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

I, Robert A. Nausee, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John F. Sacramento personally known to me to be the President of Aetna Diversified Properties, Inc., a corporation, and Walter E. Egan, personally known to me to be the ASSISTANT Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and ASSISTANT Secretary, they signed and delivered the said instrument as President and ASSISTANT Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal 15th this day of December, 1920.

Robert A. Nausee
Notary Public

Commission expires 10/3/23