

POL. 392492
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Steve Nelson
Chicago Title Insurance Co.

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CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

653375

LIMITED WARRANTY DEED

STATE OF INDIANA
COUNTY OF LAKE

THIS INDENTURE, made as of the 1st day of November in the year One Thousand Nine Hundred Eighty One (1981) between EQUITY DUNES PLAZA, on Ohio limited partnership, as party of the first part, hereinafter called "Grantor", and DUNES PLAZA ASSOCIATES, an Indiana limited partnership, as party of the second part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective successors and assigns where the context requires or permits).

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No One Hundredths Dollars (\$10.00) and other valuable consideration in hand paid before the delivery of these presents receipt whereof is hereby acknowledged, has GRANTED, BARGAINED, SOLD, ALIENED, CONVEYED AND CONFIRMED, and by these presents does GRANT, BARGAIN, SELL, ALIEN, CONVEY AND CONFIRM unto the said Grantee, the buildings, fixtures, and improvements lying on the property more particularly described in Exhibit "A" attached hereto and made a part hereof, including but not limited to the following:

STATE OF INDIANA, S.S. NO
LAKE COUNTY REC'D FOR REC'D
DEC 10 2 28 PM '81
WILLIAM B. BELSKI JR
RECORDER

- (1) Any and all buildings, structures and improvements now existing, situated, erected or constructed upon said land, or any part thereof; and including, but not limited to, all of the foundations and footings therefor, all fixtures, plants, appliances, furnaces, boilers, machinery, engines, motors, compressors, dynamos, elevators, fittings, pipings, connections, conduits, ducts, partitions, and equipment and apparatus of every kind and description now affixed or attached to any such building, structure or improvement, including all machinery and equipment used or procured for use in connection with, or for, the heating, cooling, lighting, plumbing, ventilation, air-conditioning, refrigeration, cleaning or general operation of any such buildings, structures or improvements; and
- (2) All of the right, title and interest, if any, of the undersigned, in and to any streets, alleys, or public ways adjacent to the property described on Exhibit "A" attached hereto, before or after vacation thereof.

TO HAVE AND TO HOLD the said buildings, fixtures, and improvements, thereon, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any ways appertaining to the only proper use, benefit and behoof of the said Grantee forever in all FEE SIMPLE. This conveyance is made free and clear of any and all liens and encumbrances save and except for those matters set forth on Exhibit "B" attached hereto and made a part hereof.

DULY ENTERED
FOR TAXATION

DEC 10 1981

Steve Nelson
CHICAGO TITLE INSURANCE COMPANY

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And, except as expressly provided above, the said Grantor will warrant and forever defend its right and title to the above described property unto the said Grantee against the claims of Grantor and all persons claiming through or under Grantor, but none other.

IN WITNESS WHEREOF, the Grantor has executed this Deed as of the day and year above written.

Signed in the Presence of:

Marc S. Loewenthal
Denise M. Herrick

EQUITY DUNES PLAZA, an Ohio limited partnership

By: Ned S. Weingart
General Partner

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS.

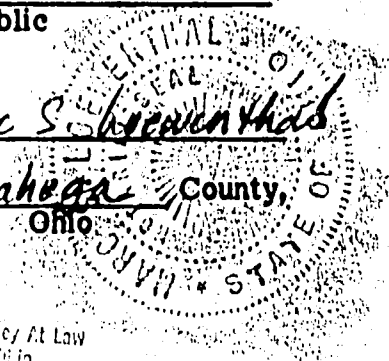
BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared EQUITY DUNES PLAZA, an Ohio limited partnership, by and through its General Partner, Ned S. Weingart, who acknowledged the execution of the foregoing Limited Warranty Deed.

WITNESS my hand and Notary Seal this 25th day of November, 1981.

Marc S. Loewenthal
Notary Public

Printed: Marc S. Loewenthal

Residing in Cuyahoga County, Ohio



My Commission Expires:

MARC S. LOEWENTHAL, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

This instrument prepared by:

Marc S. Loewenthal, Esquire
Kadish & Krantz Co., L.P.A.
2112 East Ohio Building
Cleveland, Ohio 44114
(216) 696-3030

EXHIBIT "A"

Part of the Southwest Quarter of Section 4, Township 36 North, Range 7 West of the 2nd P.M., described as follows: Commencing at a point on the North line of U.S. Highway No. 20 (100 feet wide) and 401.37 feet Southeasterly (measured along said Northerly line) of its interesection with the West line of the Southwest Quarter of said Section 4; thence Southeasterly along said Northerly line of U.S. No. 20 a distance of 920 feet; thence North and parallel with the West line of the Southwest Quarter of said Section 4 to the Southerly right of way line of the Baltimore and Ohio Railroad; thence Northwesterly along the Southerly right of way line of the Baltimore and Ohio Railroad a distance of 921.65 feet; thence South and parallel with the West line of the Southwest Quarter of said Section 4 a distance of 882.78 feet to the place of beginning, in the City of Gary, Lake County, Indiana.

EXHIBIT "B"

Matters to which Conveyance is subject:

1. Taxes for 1981 payable in 1982.
2. Covenants, agreements, conditions, rights of way and easements, if any, as appear of record or which may be seen by survey.
3. Rights of tenants under and subject to leases existing on the date hereof.
4. Provisions of existing building and zoning laws and other applicable laws, ordinances and regulations.
5. Any liens for municipal betterments assessed after the date hereof.
6. Mortgage dated September 26, 1972 and recorded September 30, 1972 as Document No. 169320, made by Citizens Bank of Michigan City, Indiana, not individually but solely as Trustee under Trust Agreement Number 606 and Olind Skinner, Widower and not remarried to The Equitable Life Assurance Society of the United States, a New York corporation, to secure notes for \$2,200,000.00, payable as therein provided, and the covenants, conditions and agreements therein contained.
7. Mortgage dated April 2, 1971 and recorded April 5, 1971 as Document No. 94982 and re-recorded December 16, 1971 as Document No. 129171, made by Lake County Trust Company, as Trustee under the provisions of a Trust Agreement dated November 23, 1970 and known as Trust No. 1651, to Gary National Bank, Gary, Indiana, and Gary National Bank, Gary, Indiana, as Trustee under the provisions of a Trust Agreement dated August 1, 1963 and known as Trust No. P3657, to secure one note for \$360,000.00, payable as therein provided, and the covenants, conditions and agreements therein contained.
8. Conditional Assignment of Rents dated April 2, 1971 and recorded on April 5, 1971 as Document No. 94983, and re-recorded December 16, 1971 as Document No. 129172, made by and between Lake County Trust Company, an Indiana corporation, as Trustee under the provisions of a Trust Agreement dated November 23, 1970 and known as Trust No. 1651, hereinafter known and designated as "Undersigned", and Gary National Bank, of Gary, Indiana, and Gary National Bank, Gary, Indiana, as Trustee under the provisions of a Trust Agreement dated August 1, 1963 and known as Trust P-3657, hereinafter known and designated as "Lender", given as additional security on the note secured by the Mortgage shown at Item No. 7 herein.
9. Ground Lease made by Olind Skinner, to Citizens Bank of Michigan City, Indiana, not individually but as Trustee under the provisions of a Trust Agreement dated the 5th day of May, 1970 and known as Trust Number 606, dated June 27, 1970 and recorded October 15, 1970, as Document No. 76188, and re-recorded on December 30, 1971 as Document No. 130963, demising premises in question for a term of 49 years, commencing on the 1st day of July, 1970 and ending on the 30th day of June, 2019, unless extended or unless sooner terminated as provided therein and all rights thereunder and all acts done or suffered thereunder by said lessee or by any party claiming by, through or under said lessee.