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SPECIAL WARRANTY DEED

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

THIS INDENTURE, made this 1st day of February, 1983 between BOTABA REALTY COMPANY, a General Partnership created and existing under and by virtue of the laws of the State of Texas and duly authorized to transact business in the State of Indiana, party of the first part, and Frank J. Schneider of 121 Seventh Street, Pittsburgh, Pennsylvania 15222, 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, and other good and valuable consideration, in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority given by the Board of Directors of Transcontinental Corporation, a California corporation, which corporation is a general partner of party of the first part, by these presents does DEMISE, RELEASE, ALIEN AND CONVEY unto the said party of the second part, to its heirs, successors and assigns, FOREVER, all the land situate in the County of Lake and State of Indiana known and described as follows:

STATE OF INDIANA  
CLERK OF SUPERIOR COURT  
LAKE COUNTY  
RECORDS & DEEDS  
MAR 9 1 27 PM '83  
WILLIAM BIELSKI JR  
RECORDER

See Exhibit "A" attached hereto and hereby made a part hereof.

Subject to real estate taxes for 1982 and subsequent years, and covenants, conditions, restrictions, and easements of record.

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 fee or equity, of, in and to the above described, premises.

DULY ENTERED  
FOR TAXATION

MAR 8 1983

*Louis O. Priddy*  
AUDITOR LAKE COUNTY

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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, its heirs, successors and assigns forever.

And the said party of the first part, for itself, and its successors and assigns, does covenant, promise and agree, to and with the said party of the second part, its heirs, successors 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 to warrant and forever defend such title to the said premises against all persons lawfully claiming, by, through or under party of the first part.

Party of the second part, its heirs, successors and assigns, covenant and agree, that in the event of any actual or alleged failure, breach or default hereunder by Botaba Realty Company:

a. The sole and exclusive remedy shall be against the Botaba Realty Company and its partnership assets;

b. No partner of Botaba Realty Company shall be sued or named a part in any suit or action (except as may be necessary to secure jurisdiction of the Botaba Realty Company partnership);

c. No service of process shall be made against any partner of Botaba Realty Company (except as may be necessary to secure jurisdiction of the Botaba Realty Company partnership);

d. No partner of Botaba Realty Company shall be required to answer or otherwise plead to any service of process;

e. No judgment will be taken against any partner of Botaba Realty Company;

f. Any judgment taken against any partner of Botaba Realty Company may be vacated and set aside at any time nunc pro tunc;

g. No writ of execution will ever be levied against the assets of any partner of Botaba Realty Company;

h. These covenants and agreements are enforceable both by Botaba Realty Company and also by any partner of Botaba Realty Company.

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, successors and assigns to comply with the provisions 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 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 corporate seal to be hereto affixed, and has caused its name to be signed to these presents

by its Vice President, and attested by its  
Secretary, the day and year first above written.

BOTABA REALTY COMPANY

By: TRANSCONTINENTAL CORPORATION,  
General Partner

By: 

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ATTEST:

Laurence F. Dunn Jr.

Its Secretary

This instrument was prepared by Anthony R. Licata, Suite 4200,  
One First National Plaza, Chicago, Illinois 60603.



EXHIBIT A

Lot 13, Midwest Central Industrial Park  
Unit 1, in the town of Munster as shown in  
Plat Book 52, Page 31, in Lake County, Indiana.

**#28-456-13**