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SPECIAL WARRANTY DEED

THIS INDENTURE, made this 9<sup>th</sup> day of January, 1987, 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 DAWN FOOD PRODUCTS, INC., an MICHIGAN corporation, 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 (\$10.00), 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, and to its successors and assigns, FOREVER, all the land (the "Property") situate in the County of Lake and State of Indiana and described on Exhibit A attached hereto and made a part hereof.

Subject to real estate taxes for 1986 and subsequent years; covenants, easements, restrictions, conditions and other matters of record; the provisions of the Declaration of Protective Covenants for Midwest Central Business Park, recorded on September 9, 1977 with the Recorder of Deeds of Lake County, Indiana as Document No. 427777, as amended by Amendment dated July 25, 1984 and recorded with the Recorder of Deeds of Lake County, Indiana on July 31, 1984 as Document

*Richard J. Black*  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
JAN 27 12 20 PM '87

*Ronald E. Arant  
Transcontinental Properties  
2200 E. Devon Ave. Ste. 116  
West Plains, IL 60018*

DULY ENTERED  
FOR TAXATION

JAN 27 1987

*Anna M. Anton*  
AUDITOR LAKE COUNTY

14.00  
1212

No. 766950; and acts and deeds done or suffered by the party of the second part.

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, its 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 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 encumbered 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 party 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.

By acceptance of this Deed, party of the second part, for itself, its successors and assigns, acknowledges that pursuant to that certain Subdivision Agreement dated September 26, 1977 and amended October 17, 1977 (as so amended, the "Subdivision Agreement"), by and between A. L. & C. Realty Holding Corporation and the Town of Munster, Indiana (the "Town"), if an occupant of the Property 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 day per acre. By acceptance of this Deed, the said party of the second part, for itself, its heirs, successors and assigns, agrees to comply with the provisions of the Subdivision Agreement and shall, upon demand by the Town, at its sole cost and expense, construct a storage facility on the Property to store excess water. Prior to

constructing the same, party of the second part, for itself, its successors and assigns, agrees that the plans and specifications for constructing the same shall first be approved by the party of the first part or its designee. Party of the second part, for itself, its successors and assigns, agrees to submit such plans and specifications to the party of the first part or its designee for said approval no later than ninety (90) days prior to the anticipated date for construction of the storage facility. This covenant of the party of the second part shall be binding upon the party of the second part, its heirs, successors and assigns, and shall inure to the benefit of the party of the first part, its heirs, successors and assigns forever and shall bind and run with the Property.

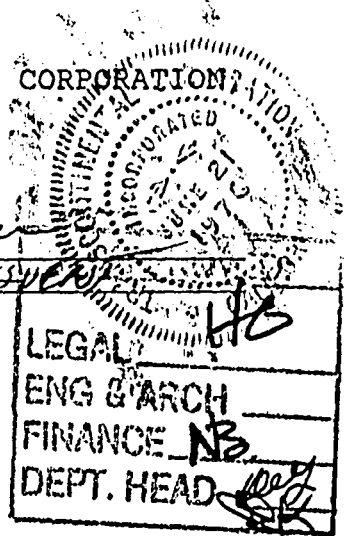
IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its

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

BOTABA REALTY COMPANY

By: TRANSCONTINENTAL CORPORATION  
General Partner

By: *Laurence F. Dunn Jr.*  
Its *Secretary*



ATTEST:

*Laurence F. Dunn Jr.*  
Its *Secretary*

Its \_\_\_\_\_

This instrument was prepared by Heather Gilchrist,  
Sidley & Austin, One First National Plaza, Suite 4600,  
Chicago, Illinois 60603.

MIDWEST CENTRAL BUSINESS PARK  
PIN 28-0456-0015  
28-0456-0016 (Part of)

EXHIBIT A

*Split from Key # 28-456-16, transferred & combined to  
Key # 28-456-15*

Lot 15 and the North 14 feet of Lot 16, Midwest Central  
Industrial Park Unit 1, in the Town of Munster, as shown  
in Plat Book 52, Page 31, in Lake County, Indiana.

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF SANTA BARBARA )

On January 16, 1987, before me, the under-  
signed, a Notary Public in and for said State, personally  
appeared Larry J. Hansen, known to me to  
be the In Vice President, and Laurence F. Dunn, Jr.  
\_\_\_\_\_, known to me to be the \_\_\_\_\_

Secretary of TRANSCONTINENTAL CORPORATION, the corporation  
that executed the within instrument and known to me to be the  
persons who executed the within instrument on behalf of said  
corporation, said corporation being known to me to be one of  
the partners of BOTABA REALTY COMPANY, the partnership that  
executed the within instrument, and acknowledged to me that  
such corporation executed the same as such partner and that  
such partnership executed the same.

WITNESS my hand and official seal.



Signature: Linda Thompson