

B-440442

Chg + attn: Burke Murphy Costanza; Cuppy
4585 Edw. Thrall
Attn: George W. Carberry
#4397

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SPECIAL WARRANTY DEED

THIS INDENTURE, made this 30th day of November, 1988, 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 Larry Kenneth Crawford and Ralph J. Michalec, as tenants in common 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 State of Indiana and described on Exhibit "A" attached hereto and made a part hereof.

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

LILLIAN A. BLASTICK
RECORDER, LAKE COUNTY,
CROWN POINT, INDIANA 46307
FILED FOR RECORD
DEC 29 10 19 AM '88

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

Subject to:

DEC 27 1988

James M. Costanza
AUDITOR LAKE COUNTY

(a) The General Exceptions, Exclusions from Coverage and Conditions and Stipulations contained in the Owner's ALTA Form B Title Insurance Policy issued by Chicago Title Insurance Company;

(b) General real estate taxes for 1988 and subsequent years;

(c) The provisions of the Declaration of Protective Covenants for Midwest Central Business Park, recorded with the Recorder of Deeds of Lake County, Indiana, on September 9, 1977 as Document No. 427777 and an Amendment to the Protective Covenants recorded July 31, 1984 as Document No. 766950;

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11.00

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(d) Covenants, easements, restrictions, conditions and other matters of record;

(e) Acts and deeds of party of the second part;

(f) Pursuant to that certain Subdivision Agreement dated September 26, 1977, and amended on October 17, 1977, 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 acre per day. Party of the second part hereby agrees, for itself, its heirs, executors, successors and assigns, to comply with the provisions of such 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, the plans and specifications therefor 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 no later than ninety (90) days prior to the anticipated date for construction of the storage facility.

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, 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 same 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;

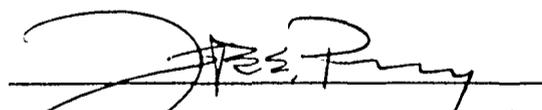
(h) These covenants and agreements are enforceable both by Botaba Realty Company and also by any partner of Botaba Realty Company.

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 Assistant Secretary, the day and year first above written.

BOTABA REALTY COMPANY

By Transcontinental Corporation
its General Partner

ATTEST:


Its: Assistant Secretary

By: Robert A. Valle
Its: Vice President

Date: November 30, 1988

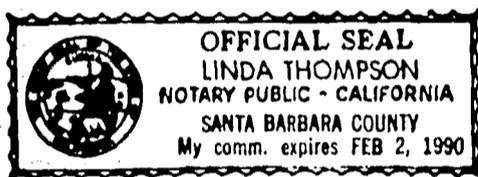
TP APPROVED:
LEGAL <u>Ekm</u>
ENG & ARCH
FINANCE
DEPT HEAD <u>ABH</u>

This instrument was prepared by Elizabeth K. McCloy, Esq.,
Sidley & Austin, One First National Plaza, Suite 4600,
Chicago, Illinois 60603.

STATE OF California)
COUNTY OF Santa Barbara) SS

On Nov. 30, 1988, before me, the undersigned, a
Notary Public in and for said State, personally appeared
Norbert A. Vallee, known to me to be the Vice Presi-
dent, and Fae E. Perry, known to me to be the ~~Assistant~~
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

EXHIBIT A

28-456-14

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

PIN 28-0456-0014

J. E.
Walt
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