

January 17, 1995

Split from Key #
53-67-02

Mail Tax Bills to:
2727 Paces Ferry Rd, 11th Floor
Atlanta, Georgia 30339

9

WARRANTY DEED

THIS INDENTURE WITNESSETH that FOCUS PARTNERSHIP I, an Indiana general partnership ("Grantor") of Lake County, in the State of Indiana, conveys and warrants to HOME DEPOT U.S.A., INC., a Delaware corporation, whose post office address is 2727 Paces Ferry Road, 11th Floor, Atlanta, Georgia 30339, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, all of the real estate situated in Lake County, Indiana, as described on the attached Exhibit A hereto which is expressly made a part hereof.

95003503

The Grantor does covenant, promise and agree that it has not done or suffered to be done anything whereby the real estate hereby conveyed is or may be in any manner encumbered or charged except as herein recited, and that it will warrant and defend such real estate against all persons lawfully claiming or to claim the same by, through or under it, subject only to the Permitted Exceptions described on the attached Exhibit B hereto which is expressly made a part hereof.

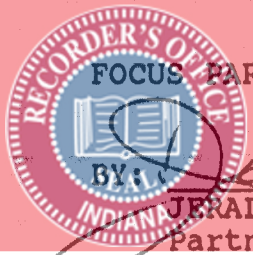
IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed as of the day and year first above written.



95 JAN 20 AM 8:58

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

MASA G. COLBY
CLERK
DEP. RECORDER



BY: Jerald J. Good
JERALD J. GOOD - General Partner

BY: John M. Peterman
JOHN M. PETERMAN - General Partner

BY: Dean V. White
DEAN V. WHITE - General Partner

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

JAN 20 1995

SAM ORLICH
AUDITOR LAKE COUNTY

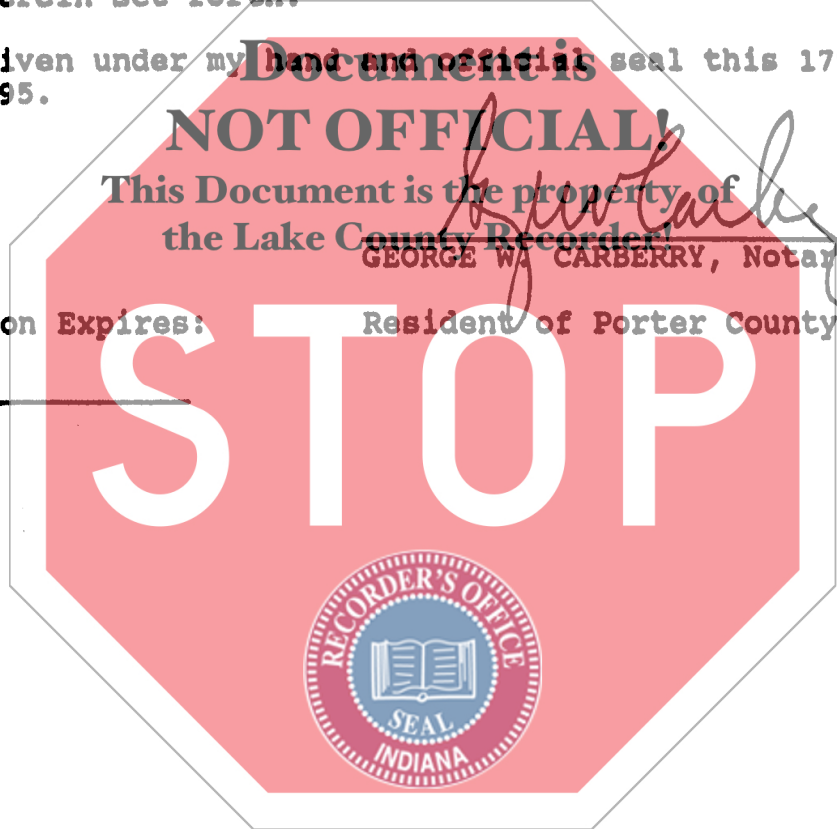
000871

23.00

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

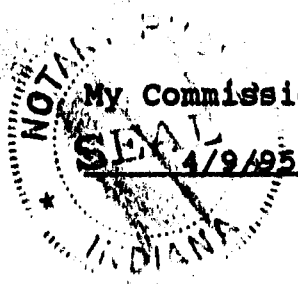
I, George W. Carberry, a Notary Public in and for said County and State, do hereby certify that Jerald J. Good, John M. Peterman and Dean V. White, personally known to me to be all of the general partners of Focus Partnership I, an Indiana general partnership, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such general partners they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act and deed of said Partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this 17th day of January, 1995.



NOT OFFICIAL!
This Document is the property of
the Lake County Recorder
George W. Carberry
GEORGE W. CARBERRY, Notary Public

My Commission Expires: 4/9/95 Resident of Porter County, Indiana



This instrument prepared by George W. Carberry, Attorney at Law,
8585 Broadway, Suite 600, Merrillville, Indiana 46410



EXHIBIT A

Legal Description

Parcel 1:

Part A of Lot 2, Southlake Plaza, as shown in Plat Book 73, page 30, and Plat of Correction as shown in Plat Book 73, page 37, and Certificate of Clarification recorded November 6, 1992, as Document Number 92070667, in Lake County, Indiana.

Parcel 2:

Part C of Lot 2, Southlake Plaza, as shown in Plat Book 73, page 30, and Plat of Correction as shown in Plat Book 73, page 37, and Certificate of Clarification recorded November 6, 1992, as Document Number 92070667, in Lake County, Indiana.

Parcel 3:

Together with the right to use the easements for parking, utility crossovers and driveways created by the Easement Agreement dated November 25, 1992 and recorded December 8, 1992, as Document Number 92077518, made by and between Northern Indiana Public Service Company, an Indiana corporation, and Focus Partnership I, an Indiana partnership, upon the terms, covenants, conditions, restrictions and obligations therein provided, over the following described real estate: Part B of Lot 2, Southlake Plaza, as shown in Plat Book 73, page 30, and Plat of Correction as shown in Plat Book 73, page 37, and Certificate of Clarification recorded November 6, 1992, as Document Number 92070667, in Lake County, Indiana.

Parcel 4:

Subject to and together with the rights to use the easement created by the Operation and Easement Agreement dated December 8, 1992, and recorded December 17, 1992, as Document Number 92080433, and as amended by First Amended dated April 1, 1993 and recorded May 21, 1993, as Document Number 93033098, upon the terms, covenants, conditions, restrictions and obligations therein provided.

EXHIBIT B

Permitted Encumbrances

File No. C094-2422

Commitment No. 863-010996

Schedule B—Section 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Taxes for 1994 payable in 1995.

~~3. May installment of taxes for 1994 payable in 1994 in the amount of \$242.45 to be paid. November installment of taxes for 1995 payable in 1994 in the amount of \$242.45 to be paid. Unit No. 47.~~

Note: The assessed valuation, as of the date of this commitment, is as follows:

Valuation: \$10,670.00

Exemption: NONE

Note for Information: No search of Municipal Government Offices has been made with respect to unpaid sewage and water bills. Delinquent sewage and water charges which have been certified to the County Government for collection will be shown as a special exception in this commitment. Buyers or their representatives should contact the Municipal Government for unpaid sewage and water bills.

4. Rights of way for drainage tiles, ditches, leaders and laterals, if any.

5. Rights of way for any roads, highways, streets or alleys.

6. Rights of the public and government agencies which may have the use of any roads, alleys, bridges or streets crossing the land; easement or agreements not of record affecting the land, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the land.

7. Limitations by fences and/or other established boundary lines.

8. Easement granted in Final Judgment of Condemnation dated January 12, 1951, in Cause No. 63520, Lake Superior Court in Hammond, entitled Michigan-Wisconsin Pipe Line Company, Plaintiff, versus Frank A. Willy and Catherine M. Willy, Defendants, and recorded January 15, 1951, in the Office of the Recorder of Lake County, Indiana, in Miscellaneous Record 827, page 392, as Document No. 516665, to-wit:

(CONTINUED)

NOTE: AN OWNER'S POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTIONS:

1. Rights or claims of parties other than Insured in actual possession of any or all of the property.
2. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
3. Unfiled mechanics' or materialmen's liens.

American Land Title Association Commitment
Schedule B - Section 2
Form 1004-B

CONTINUATION

File No. C094-2422

Commitment Party No. 863-010996

An easement for a right of way for the Plaintiff's natural gas transmission lines, as described in the complaint vest and be in the said Michigan-Wisconsin Pipe Line Company.

The location, general route, width and termini of the said right of way taken and appropriated be as described in the complaint filed herein on July 14, 1949, to-wit:

A strip of land 75 feet in width across the East Half of the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter all in Section 23, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, the easement is described as follows: Commencing at a point on the West line of the East Half of the Northwest Quarter of the Southeast Quarter of said Section 23, which point is 135 feet North of the Southwest corner of said East Half of the Northwest Quarter of the Southeast Quarter of Section 23; thence North 69 degrees 27 minutes East, 1134 feet to a point; thence North 63 degrees 27 minutes East to a point on the Southerly right of way line of the Chesapeake & Ohio Railroad, which point is 941 feet Northwesterly along said right of way line from the intersection of said right of way line with the East line of said Section 23. Also commencing at a point on the Northerly right of way line of the Chesapeake & Ohio Railroad, which point is 817 feet Northwesterly along said right of way line from the intersection of said right of way line with the East line of said Section 23; thence North 63 degrees 27 minutes East, 779 feet to a point on the East line of said Section 23, which point is 372 feet South of the Northeast corner of the Southeast Quarter of Section 23, Township 35 North, Range 8 West of the Second Principal Meridian. For Further Particulars See Record.

Said consolidated easement is shown as a 100 foot ANR Pipeline Easement on the plat of Southlake Plaza by amendment dated October 30, 1992, recorded as Document No. 92077910, as modified by agreement regarding use of easement dated November 27, 1992, recorded May 12, 1993, as Document No. 93030685, upon the terms and conditions therein provided.

NOTE: Document No. 92077910 amended the 2 recorded easements cited above but the amendment did not affect the easement located within the real estate described in Parcels 1, 2 and 3 on Schedule A.

- 9. Leases and subleases, if any, and all rights therein.
- 10. Note for Information: Environmental Disclosure Statement for Transfer of Real Property was recorded February 9, 1990, as Document No. 083782.

(CONTINUED)

CONTINUATION

File No. C094-2422

Commitment Notice No. 863-010996

11. Note for Information: Environmental Disclosure Statement for Transfer of Real Property was recorded February 9, 1990, as Document No. 083782.
12. Note for Information: Environmental Disclosure Statement for Transfer of Real Property was recorded June 25, 1993, as Document No. 93040952.
13. Terms and provisions of an easement for parking lot, utility crossovers and driveways dated November 23, 1992, and recorded December 8, 1992, as Document No. 92077518, made by and between Northern Indiana Public Service Company, an Indiana corporation, and Focus Partnership I, an Indiana partnership.
14. Terms and provisions of an Operation and Easement Agreement dated December 8, 1992, and recorded December 17, 1992, as Document No. 92080433, made by and between Dayton Hudson Corporation, a Minnesota corporation, and Focus Partnership I, an Indiana General Partnership. For Further Particulars See Record.
- NOTE: First Amendment to the above Operation and Easement Agreement was recorded May 21, 1993, as Document No. 93033098. For Further Particulars See Record.
15. Order Annexing subject real estate and other real estate to the territory of the City of Hobart, Indiana, was recorded February 18, 1993, as Document No. 93011081.
16. Terms and provisions of Declaratory Resolutions of the Lake County Redevelopment Commission Nos. 001-1992 and 002-1992, recorded February 24, 1993, as Document No. 93012507 and 93012508, respectively, and the terms and provisions of the Interlocal Cooperation Agreement between the Lake County Redevelopment Commission and the Merrillville Conservancy District recorded May 14, 1993, as Document No. 93031182.
17. A 20 foot drainage easement affecting the East side of Parcel 2 of the land and a portion of Part B of the land as shown and granted on the plat of subdivision of Southlake Plaza.
- ~~18. A 100 foot INR Pipeline Easement running through the land as shown on the plat of subdivision.~~
19. A 70 foot ingress/egress easement affecting the East side of the land as shown and granted on the plat of subdivision of Southlake Plaza.

(CONTINUED)

CONTINUATION

File No. C094-2422

Commitment Index No. 863-010996

- 20. A 60 foot ingress/egress easement affecting the North side of the land as shown and granted on the plat of subdivision of Southlake Plaza.
- 21. An ingress/egress easement described as 40 feet by 172.81 feet by 46.31 feet by 80 feet by 86.31 feet by 252.81 feet in the Northwest corner of Part A of the land as shown and granted on the plat of subdivision of Southlake Plaza.
- 22. A 30 foot utility easement affecting a portion on the North side of Part A and Part B of the land as shown and granted on the plat of subdivision of Southlake Plaza.
- 23. Certificate of Maintenance Responsibility on the plat of Southlake Plaza recorded October 13, 1992, as Document No. 92064963, Plat Book 73, page 30, and in Plat of Correction recorded October 26, 1992, as Document No. 92067676, Plat Book 73, page 37, as follows:

By acceptance of this plat, the County assumes no liability for maintenance on drainage swales, ditches and tiles, roadside ditches, storm and sanitary sewers, septic systems, retention and detention ponds, overflow pipes, and park areas found on the entire plat.

- 24. Easements on the plat of Southlake Plaza recorded October 13, 1992, as Document No. 92064963, Plat Book 73, page 30, and in Plat of Correction recorded October 26, 1992, as Document No. 92067676, Plat Book 73, page 37, as follows:

Blanket Utility Easement:

A blanket easement for public utilities shall exist over non-building areas, with the exception of Part "B" of each lot, at locations designated by the owner of the property subject to the blanket easement, until improvements are constructed; at which time, permanent and specific easements will be granted and placed of record over as-built utility improvements at locations designated by the owners of the property subject to the easements.

Ingress-Egress Easement:

An ingress-egress easement is hereby granted to the public for access to each lot in the subdivision over and across the areas on the plat designated as "Ingress-Egress Easement".

(CONTINUED)

CONTINUATION

File No. C094-2422

Commitment No. 863-010996

Drainage Easement:

An easement is hereby granted to the County of Lake for the installation of a drainage swale, ditch or waterway upon and along the strip or strips of land designated on the plat and marked "Drainage Easement" for the purpose or handling the storm water run-off.

Utility Easement:

An easement is hereby granted to the County of Lake, all public utility companies including Indiana Bell Telephone Company, General Telephone Company, Gary-Hobart Water Company, ~~is E. C. Company and Northern Indiana Public Service Company~~ severally, and private utility companies where they have a "Certificate of Territorial Authority" to render service, and their respective successors and assigns, to install, place and maintain sewers, water mains, gas mains, conduits, cables, poles and wires, either overhead or underground with all necessary braces, guys, anchors, and other appliances in, upon, and along and over the strips of land designated on the plat and marked "Utility Easement" for the purpose of serving the public in general with sanitary and storm sewers, water, gas, electric, and telephone service, including the right to use the streets where necessary, and to overhang lots with aerial service wires to serve adjacent lots, together with the right to enter upon the said easements for public utilities at all times for any and all purposes aforesaid and to trim and keep trimmed any trees, shrubs, or saplings that interfere with any such utility equipment. No permanent buildings shall be placed on said easement but same may be used for gardens, shrubs, landscaping, and other purposes that do not interfere with the use of said easement for such public utility purposes.

~~25. Possible drain tile running across a portion of the land as evidenced on plat of survey recorded October 20, 1992, as Document No. 92066481, in Legal Survey Plat Book 1, page 73.~~

26. Intermittent fence line approximately 6 feet North of the South line of the land as evidenced on plat of survey recorded October 20, 1992, as Document No. 92066481 in Legal Survey Plat Book 1, page 73.

~~27. Certificate of Assumed Business Name was recorded December 5, 1993, as Document No. 072016, wherein the following partners are engaged in business as~~

(CONTINUED)

CONTINUATION

File No. C094-2422

Commitment Policy No. 863-010996

~~James Partnership S, located at 1000 East 80th Place, Merrillville, Indiana, 46410:~~

~~Dean V. White
Jerald J. Good, and
John N. Peterman.~~

~~20. The value of captioned premises agreed to be reasonably in excess of the amount of title insurance requested. Any Owner's Policy issued for less than the full value of the premises will contain the following co-insurance clause:~~

~~In the event of a partial loss, the insured shall be a co-insurer and only such proportion of any partial loss sustained, including the cost of defense, shall be borne by this Company as the amount of this policy bears to the actual value of the subject property at the effective date of this policy. Nothing contained herein shall be construed as impairing or modifying the co-insurance and apportionment provisions of the conditions and stipulations of this policy.~~

END OF SCHEDULE B

