

MAIL TAX STATEMENTS
See PAGE 2

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SPECIAL WARRANTY DEED

This Indenture is made as of this 26th day of October 1995, by and between NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation ("Grantor"), and LUKE OIL CO., INC., an Indiana corporation ("Grantee").

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, by these presents, does hereby convey unto Grantee all right, title and interest of Grantor in and to the parcel of real estate ("Real Estate") legally described on Exhibit A attached hereto which is situated in Lake County, Indiana, together with all and singular hereditaments and appurtenances thereunto belonging, or in any way thereto appertaining, and any reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, claim or demand, whatsoever, of Grantor, either at law or in equity, in and to the Real Estate, and in and to such hereditaments and appurtenances.

TO HAVE AND TO HOLD the Real Estate unto Grantee FOREVER, subject, however, to

- (i) the exceptions to title set forth on Exhibit B attached hereto;
- (ii) all of the other terms, provisions, covenants and agreements set forth in this Indenture;

RESERVING, however, easements with respect to the Real Estate identical to (i) the easement granted to Indiana Natural Gas and Oil Company, an Indiana corporation, on December 2, 1889, entered in Commissioner's Record 6, Page 186, and further evidenced by receipt dated December 3, 1889 and recorded May 8, 1890, in Miscellaneous Records 7, Page 296; and (ii) the easement dated November 17, 1934 and recorded December 4, 1934 in Miscellaneous Records 264, Page 377 granted to Northern Indiana Public Service Company, an Indiana corporation.

AND GRANTOR, for itself and its successors, does hereby covenant, promise and agree to and with Grantee, and Grantee's successors and assigns, that Grantor has not done or suffered to be done anything whereby the Real Estate is or may be in any manner encumbered or charged, except as provided in this Indenture, and Grantor SPECIALLY WARRANTS to Grantee that Grantor will defend Grantee's title to the Real Estate against all persons lawfully claiming title to or any interest in the Real Estate, by, through or under Grantor, subject to each and all of the exceptions, covenants and other matters provided for in this Indenture.

This Instrument was prepared by:
Peter L. Hatton
Schiff Hardin & Waite
8585 Broadway, Suite 842
Merrillville, Indiana 46410

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.

NOV 1 1995

SAM ORLICH
AUDITOR LAKE COUNTY

000050

Chicago Tide Insurance Company

95066922

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

18.00
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SK

Grantor certifies that no Indiana gross income tax is due and payable at this time.

IN WITNESS WHEREOF, Grantor has executed this Indenture as of this 26th day of October 1995.

NORTHERN INDIANA PUBLIC
SERVICE COMPANY, an Indiana
corporation

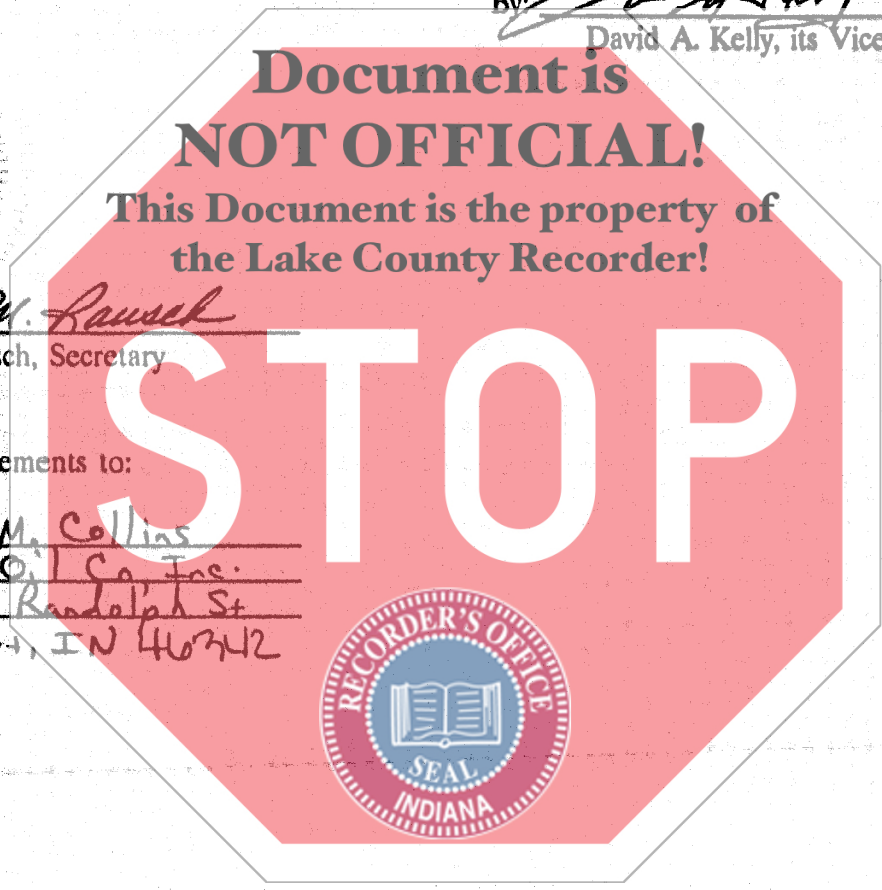
By: *David A. Kelly*
David A. Kelly, its Vice President

ATTEST:

Nina M. Rausch
Nina M. Rausch, Secretary

Mail Tax Statements to:

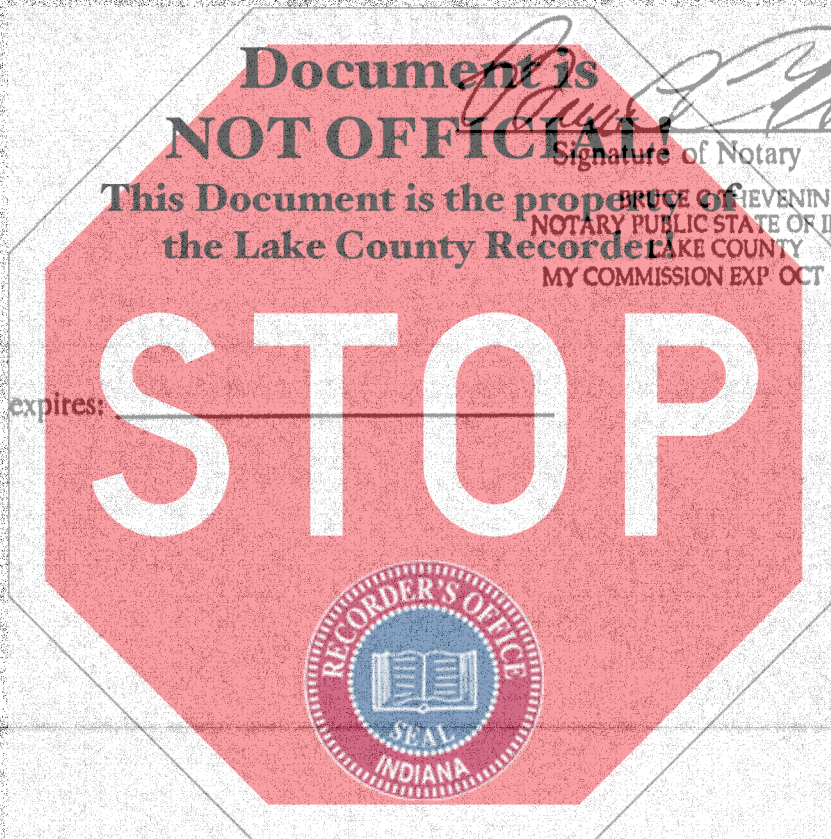
Thomas M. Collins
c/o Luke Oil Co, Inc.
3592 Randolph St
Hobart, IN 46342



ACKNOWLEDGEMENT

STATE OF INDIANA)
)
COUNTY OF LAKE) SS

This Indenture was acknowledged before me on October 30, 1995 by David A. Kelly, the Vice-President of NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation and by Nina Rausch, the Secretary of said corporation.



SEAL:

My Commission expires: _____

Exhibit A

LEGAL DESCRIPTION:

Part of the Northwest Quarter (NW1/4) of Section 1, Township 37 North, Range 10 West and Part of the Southwest Quarter (SW1/4) of Section 36, Township 38 North, Range 10 West of the Second Principal Meridian, Lake County, State of Indiana, and being described as follows:

Commencing at the intersection of the South line of the Northwest Quarter (NW1/4) of said Section 1 with the former East line of the Indiana East-West Toll road, said point being 851.06 feet Easterly (distance quoted from Deed Record 1102, Page 438) from the Southwest corner of the Northwest Quarter (NW1/4) of said Section 1; thence North 0 degrees 38 minutes 31 seconds East along the former and present East line of said Indiana East-West Toll Road a distance of 713.27 feet to a point on the centerline of 112th Street, said point being the TRUE POINT OF BEGINNING of this description; thence continuing North 0 degrees 38 minutes 31 seconds East along the East line of said Indiana East-West Toll Road a distance of 1008.65 feet to a point; thence North 5 degrees 23 minutes 16 seconds East along the East line of said Indiana East-West Toll Road a distance of 265.91 feet to a point; thence North 27 degrees 48 minutes 16 seconds East along the East line of said Indiana East-West Toll road a distance of 1158.93 feet to a point on the original centerline of Indianapolis Boulevard; thence South 38 degrees 37 minutes 14 seconds East along the original centerline of said Indianapolis Boulevard a distance of 436.4 feet to a point; thence South 27 degrees 48 minutes 46 seconds West parallel with and 400 feet East of the East line of said Indiana East-West Toll Road a distance of 726.63 feet to a point on the centerline of vacated 110th Street; thence South 89 degrees 18 minutes 14 seconds East along the centerline of said vacated 110th Street a distance of 405.96 feet to a point on the East line of the Northwest Quarter (NW1/4) of said Section 1; thence South 0 degrees 33 minutes 46 seconds West along the East line of the Northwest Quarter (NW1/4) of said Section 1 a distance of 965 feet to a point, said point being 355 feet North of the centerline of said 112th Street; thence North 89 degrees 23 minutes 14 seconds West a distance of 168 feet to a point; thence South 0 degrees 33 minutes 46 seconds West a distance of 50 feet to a point; thence South 89 degrees 23 minutes 14 seconds East a distance of 168 feet to a point on the East line of the Northwest Quarter (NW1/4) of said Section 1; thence South 0 degrees 33 minutes 46 seconds West along the East line of the Northwest Quarter (NW1/4) of said Section 1 a distance of 175 feet to a point; thence North 89 degrees 23 minutes 14 seconds West a distance of 168 feet to a point; thence South 0 degrees 33 minutes 46 seconds West a distance of 130 feet to a point on the centerline of said 112th Street; thence North 89 degrees 23 minutes 14 seconds West along the centerline of said 112th Street a distance of 735.91 feet to the true point of beginning of this description.

Containing 34.98 acres of land.

EXHIBIT B
Permitted Exceptions

1. (a) Covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways; (c) party wall rights and agreements; (d) special taxes and assessments for improvements not yet completed; (e) any unconfirmed special tax or assessment; (f) installments not due as of the day of closing for any special tax or assessment for improvements not yet completed; (g) general exceptions contained in Chicago Title Insurance Company (Lake County Office) Commitment No. 04 82 394 dated August 24, 1995 (the "Commitment").
2. Special exceptions 3 through 22, both inclusive set forth on the Commitment.
3. Matters disclosed on survey by Marbach and Brady dated October 27, 1995.

