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Transcontinental

Chicago Title Insurance Company

SPECIAL WARRANTY DEED

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THIS INDENTURE, made this 30 day of August, 1996, between BOTABA REALTY COMPANY, LTD., a Limited 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 ("Grantor") and HASSAN ~~AL~~ ALSHEIK and AISHA A. ALSHEIK, husband and wife ("Grantee"):
H.I.A

WITNESSETH;

Grantor, 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 Grantee, the receipt whereof is hereby acknowledged, and pursuant to authority given by the Board of Directors of Transcontinental Properties, Inc., an Arizona corporation, which corporation is a general partner of Grantor, by these presents does DEMISE, RELEASE, ALIEN AND CONVEY unto Grantee, the property situated in the County of Lake and State of Indiana and described as follows ("Property"):

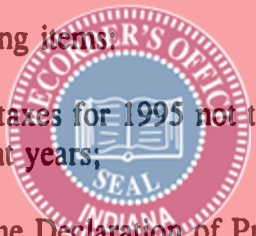
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THE SOUTH 500.00 FEET (EXCEPT THE EAST 307.00 FEET) OF LOT 3 IN THE MIDWEST CENTRAL BUSINESS PARK UNIT 4, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 64, PAGE 22, ON JUNE 6, 1988 AS DOCUMENT NO. 980435, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

This Document is the property of the Lake County Recorder

Subject only to the following items:

- (a) General real estate taxes for 1995 not then due and payable, and for 1996 and subsequent years;
- (b) 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, an Amendment to the Protective Covenants recorded July 31, 1984 as Document No. 766950 and the Second Amendment to the Declaration of Protective Covenants recorded May 11, 1995, as Document No. 95026273;
- (c) A 35 foot building line affecting the south side of the Property as shown on the Plat of Subdivision;
- (d) Easement for public utilities and for drainage, over the south 10 feet of the Property as shown and granted on the Plat of Subdivision; and
- (e) Acts and deeds of Grantee.



FILED FOR RECORD
STATE OF INDIANA
LAKE COUNTY
96 SEP 10 PM 1:05
MARION STATE OFFICE AND
RECORDER
AUDITOR LAKE COUNTY
SEP 9 1996
SAM ORLICH
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FILED ACC. PER...

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Handwritten initials and date: 9/10/96

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 Grantor, 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 Grantee, its successors, assigns and forever.

And Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with Grantee, 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 Grantor.

Grantee acknowledges and agrees that the Subdivision Agreement dated September 26, 1977, and amended October 17, 1977, by and between A. L. & C. Realty Holding Corporation and the Town of Munster, grants the Town of Munster, Indiana (the "Town") the right to require Grantee to store water on the Property to meet Grantee's need for water in excess of 1,000 gallons per acre per day. Grantee also agrees, for itself, its heirs, executors, successors and assigns, upon demand by the Town, at its sole cost and expense, to construct a storage facility on the Property to store such excess water in accordance with the provisions of said Subdivision Agreement. Prior to constructing the same, the plans and specifications therefore shall first be approved by Grantor or its designee, which approval shall not be unreasonably withheld or delayed. Grantee shall submit the plans and specifications to Grantor 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 shall bind and run with the Property.

Grantee, its heirs, successors and assigns, covenants and agrees, that in the event of any actual or alleged failure, breach or default hereunder by Grantor:

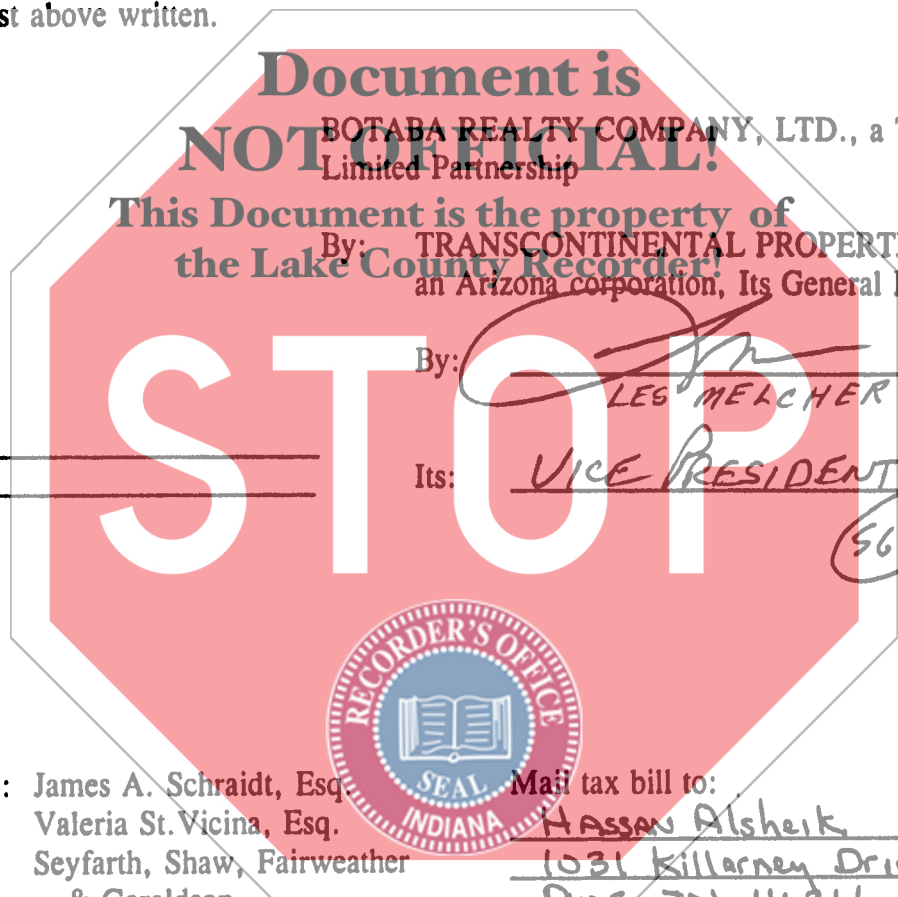
- (a) The sole and exclusive remedy shall be against Grantor and its partnership assets;
- (b) No partner of Grantor shall be sued or named a party in any suit or action (except as may be necessary to secure jurisdiction of Grantor);
- (c) No service of process shall be made against any partner of Grantor (except as may be necessary to secure jurisdiction of Grantor);
- (d) No partner of Grantor shall be required to answer or otherwise plead to any service of process;
- (e) No judgment will be taken against any partner of Grantor;

(f) Any judgment taken against any partner of Grantor 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 Grantor; and

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

IN WITNESS WHEREOF, Grantor 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 by its _____, the day and year first above written.



ATTEST:

By: _____
Its: _____

By: [Signature]
LESLIE MELCHER
Its: VICE PRESIDENT
(56)

Prepared by: James A. Schraidt, Esq.
Valeria St. Vicina, Esq.
Seyfarth, Shaw, Fairweather
& Geraldson
55 East Monroe St., Suite 4200
Chicago, Illinois 60603

Mail tax bill to:
HASSAN ALSHEIK
1031 Killarney Drive
Dyer IN 46211

After Recording Mail to: MARCIA L. Clegg
16781 Torrence Ave
Lansing IL 60438

