LED FOR TAXATION SUL CEPTANCE FOR TRANSFER

SPECIAL CORPORATE WARRANTY DEED

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

99 JUN 10 AMIL: 23

MORRIS W. CARTER RECORDER

STATE OF INDIANA

PETER BENJAMIN LAKE COUNTY AUDITOR

000629

66301-3

THIS INDENTURE WITNESSETH, That SIEMENS WESTINGHOUSE POWER CORPORATION ("Grantor"), a corporation organized and existing under the laws of the State of Delaware, GRANTS, BARGAINS, SELLS AND CONVEYS to MIDWEST SERVICE CENTER, L.L.C. ("Grantee"), an Illinois limited liability company, having an office at 408 South Shelby Street, Hobart, Indiana 46342, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following real estate in Lake County, State of Indiana, more fully described in Exhibit A attached hereto and made a part hereof (the "Land"). This Document is the property of

TO HAVE AND TO HOLD the Land, together with all buildings and improvements located

The address of such real estate is commonly known as 408 South Shelby Street, Hobart,

The address of such real estate is commonly known as 408 South Shelby Street, Hobart, Indiana 46342 as to Lots 1 and 2 and 401 South Shelby Street, Hobart, Indiana 46342 as to Lot 3.

And Grantor covenants, promises and agrees to and with Grantee that the premises are free clear from all encumbrances whatsoever done or suffered to be done by, from, through or under the appurtenances thereunto belonging, against the lawful claims of all persons at part hereof.

Grantor certifies under oath that no Indiana gross tax is due by virtue of this deed.

The undersigned person executing this deed on behalf of Grantor represents and certifies that he/she is a duly elected officer of Grantor and has been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has full corporate capacity to convey the Land described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

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DOUGLAS M WARE, DIRECTOR SERVICE & REPAIL Printed Name, and Office ATTORNEY IN FACT **ACKNOWLEDGEMENT** ocument is STATE OF **COUNTY OF** This Document is the property of Before me, a Notary Public in and for said County and State, personally appeared of SIEMENS WESTINGHOUSE POWER CORPORATION, who acknowledged the execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true. day of Witness my hand and Notarial Seal this Signature My Commission expires: Printed (NOTARY SEAL) Resident of County,

IN WITNESS WHEREOF, the Grantor has executed this deed this ___ day of ____, 1999.

SIEMENS WESTINGHOUSE POWER CORPORATION

This instrument prepared by Richard M. Schumacher, Attorney at Law, 200 Russell Street, Hammond, IN 46325.

EXHIBIT A

The Land

Lots 1,2 and 3, Garcher's Industrial Complex, in the City of Hobart, as per plat thereof, recorded in Plat Book 40, page 113, in the Office of the Recorder of Lake County, Indiana.



EXHIBIT B

Permitted Exceptions

- 1. Taxes for the year 1998 (second installment only) payable November 1999 and for the year 1999 payable in 2000 are now a lien, but which are not currently due and payable, and for subsequent years.
- 2. Easements for public utilities and for drainage, over the north and west ten feet of the land as shown and granted on the plat of subdivision as recorded in Plat Book 40, page 113 and as shown on the Survey. (Lot 1)
- Restrictions in Warranty Deed dated April 29, 1970 and recorded May 18, 1970, as Document No. 58748, made by Frank S. Garcher and Rosemary Garcher, husband and wife, to Universal Welding, Inc., a Pennsylvania corporation, and in Warranty Deed dated July 1, 1971 and recorded July 23, 1971, as Document No. 109035 made by Universal Welding, Inc., a Pennsylvania corporation to Maintenance Engineering Corporation, a Pennsylvania corporation, requiring approval by Frank S. Garcher for the erection of building or structures and for the sale or lease of a portion of the premises by Grantee, requiring Grantee to provide loading facilities, parking areas, grass, landscaping, fenced storage areas and sanitary sewers, and forbidding noxious odors or gases, accumulation of garbage and installation of billboards on the premises. (Lot 1)
- 4. Easements shown and granted on the plat subdivision as recorded in Plat Book, 40, page 113, in the Office of the Recorder of Lake County, Indiana, and as shown on the Survey.
- 5. 75-foot building setback from State Road No. 130 and 25-foot building setback from Shelby Street as indicated on the recorded plat of said subdivision as recorded in Plat Book 40, page 113, and as shown on the Survey. (Lots 2 and 3)
- 6. Covenants, conditions and restrictions contained in the plat of said subdivision recorded in Plat Book 40, page 113, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin, which provided as follows: Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.
- 7. Easements for utilities as indicated by broken lines on the recorded plat of said subdivision as recorded in Plat Book 40, page 113. Affects the west 10 feet as shown on the Survey. (Lot 2)
- 8. Such state of facts as shown on the Survey.

NOTE: All references to the Survey are to that certain survey prepared by Krull and Son Engineers-Surveyors, dated April 17, 1998, bearing Job Order Number 98-03-11:008.

Reference to the foregoing matters shall not be deemed to reimpose them or their terms to the extent they have previously expired or been extinguished or to extend them to portions of the premises never affected thereby.