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mail fax:

340 W. Butterfield Road
Ste. 20, Elmhurst, IL 60120
200026853

STATE OF INDIANA
LAKE COUNTY
FILED RECORD

2000 APR 20 AM 9:00

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH, That HAWK DEVELOPMENT CORP., a corporation duly organized and existing under the laws of the State of INDIANA, located in LAKE COUNTY, in the State of INDIANA, Convey and Warrant to:

Real Estate Innovations, L.L.C.,
an ILLINOIS limited liability Company, for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration, the receipt whereof is hereby acknowledged, the following described **REAL ESTATE in LAKE COUNTY, in the State of INDIANA, to wit:**
AS DESCRIBED IN EXHIBIT "A" LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

THIS DEED TAKEN SUBJECT TO:
THE PERMITTED EXCEPTIONS ATTACHED HERETO AS EXHIBIT "B".
THE KEY NUMBERS FOR TRANSFER ARE ATTACHED HERETO AS EXHIBIT "C"

Grantor being duly sworn states that this is a subchapter "S" corporation and there is no Indiana Gross Income Tax due or owing on the conveyance.

IN WITNESS WHEREOF, The said HAWK DEVELOPMENT CORP. has caused this Deed to be executed by J. W. HAWK, its President, and attested by J. W. HAWK, its Secretary, and its corporate seal to be hereunto affixed.

(SEAL) this 10th day of APRIL, 2000

ATTEST:

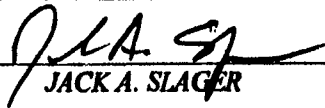

J.W. HAWK
Secretary



DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.
President
APR 19 2000

STATE OF INDIANA, Lake County, ss:
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **J. W. HAWK, President and J. W. HAWK, Secretary** to me known to be such President and Secretary of said Corporation and acknowledged the execution of the foregoing Deed for and on behalf of said Corporation and by its authority.

WITNESS, my hand and Notarial seal this 10th day of APRIL, 2000

My commission expires APRIL 3, 2008.
COUNTY OF RESIDENCE: LAKE COUNTY


JACK A. SLAGER Notary Public

PETER BENJAMIN
LAKE COUNTY AUDITOR

This instrument prepared by: J. W. HAWK

TICOR TITLE INSURANCE
Crown Point, Indiana

99207205-50 2300 E.P.

01131

**EXHIBIT A
LEGAL DESCRIPTION OF THE LAND**

PARCEL I: Lots 1 to 8, both inclusive, 15, 18, 20 to 27, both inclusive, 34 to 39, both inclusive, 42 to 54, both inclusive, 59, 65 to 67, both inclusive, 69 to 88, both inclusive, and 94 to 103, both inclusive, in White Hawk Country Club-Phase 1, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 83 page 58, in the Office of the Recorder of Lake County, Indiana, and amended by a certain "Certificate of Correction" recorded October 28, 1997 as Document No. 97073314.

PARCEL II: Lots 105 to 107, both inclusive, 112 to 116, both inclusive, 148, 149, 151 to 164, in Block 1; and Lots 117 to 121, both inclusive, and 129 to 131, both inclusive, in Block 2; in White Hawk Country Club - Phase 3, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 84 page 100, in the Office of the Recorder of Lake County, Indiana.



EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes for the year 2000 due and payable in 2001.
 2. Building setback requirements as shown on the plat of the subdivision. Violation thereof will not result in forfeiture or reversion of title.
 3. Easement for public utilities and/or drainage as shown on plat.
 4. Grant(s) and/or Reservation(s) of easement(s) contained on the recorded plat of said subdivision.
 5. Terms, provisions, covenants, easements and restrictions, in the declaration of White Hawk Country Club, Unit 1, (the "Declaration") recorded October 23, 1997 as Document No. 97072092, and all amendments thereto, including, but not limited to, the duties and obligations arising from automatic membership in the property owners association of White Hawk Country Club Subdivision, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
 6. Terms, provisions, covenants, easements and restrictions, in the declaration of White Hawk Country Club, Phase 3, (the "Declaration") recorded July 29, 1998 as Document No. 98057832, and all amendments thereto, including, but not limited to, the duties and obligations arising from automatic membership in the property owners association of White Hawk Country Club Subdivision, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
 7. ^{Future} Assessments for expenses levied in favor of the property owners association of White Hawk Country Club Subdivision pursuant to the Declaration, which assessments are subordinate to the lien of the first mortgage.
 8. A. T. & T. Fiber Optic easement as indicated by broken lines on the recorded plat of said subdivision. (Affects Lots 6, 7 and 15 of Parcel I and Lot 105 of Parcel II.)
 9. Easement for underground communication system cable in favor of American Telephone and Telegraph Company. Its successors and/or assigns dated May 12, 1989 and recorded May 23, 1989 as Document No. 038034.
- Note: A "Partial Release of Easement" was executed by A. T. & T. Corp., successor in interest to American Telephone and Telegraph Company dated August 21, 1997 and recorded October 7, 1997 as Document No. 97067785.
- (Affects Lots 6, 7 and 15 of Parcel I and Lot 105 of Parcel II.)
10. Easement for communication system cable in favor of A. T. & T. Corp., a New York Corporation dated ____/____/____ and recorded October 7, 1997 as Document No. 97067784. (Affects Lots 6, 7 and 15 of Parcel I and Lot 105 of Parcel II.)

EXHIBIT "C"

No: 099207205

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:

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- B. Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- C. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- D. 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.
- E. Any Owner's Policy issued pursuant hereto will contain under Schedule B the General Exceptions set forth below. Any Loan Policy will contain under Schedule B General Exceptions 1, 2 and 3 unless a satisfactory survey is furnished; General Exceptions 4 will appear unless satisfactory evidence is furnished that improvements and/or repairs or alterations thereto are completed; the contractor, subcontractors, labor and materialmen are all paid.

General Exceptions:

- 1. Rights or claims of parties in possession not shown by the public records.
- 2. Easements, or claims of easements, not shown by the public records.
- 3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Taxes or special assessments which are not shown as existing liens by the public records.

F. Special Exceptions:

- 1. Taxes for the year 1999 due and payable in 2000 are a lien not yet due and payable.

(Affects Parcel I)

- 2. Taxes for the Years 1999 due and payable in 2000 are a lien not yet due and payable.
NOTE: The assessed valuation, as of the date of this commitment, shown by Lake County Data processing is as follows for Key No. 23-190-1, 2, 3, 8 to 17, 25, 26, 27, 28, 29, and 31 to 44, representing the land as follows:
Valuation: \$3,100.00
Exemption: NONE

(Affects Parcel II)

No: **099207205**

- 3. **May Installment of taxes for the year 1998, due and payable in 1999, in the amount of \$802.73 is PAID.**
 Taxing Unit No.: 23
 Key No.: 9-511-1 to 5, 7 to 14, 21 to 26, 29 to 41, 46, 52 to 54, 56 to 75, and 81 to 90

Taxing Unit No.: 33
Key No.: 23-187-1 to 8, 15 and 18

NOTE: The assessed valuation, as of the date of this commitment, shown by Lake County Data processing is as follows:

Valuation: \$12,230.00

Exemption: NONE

NOTE: The Homestead Credit and Deduction has been allowed as to only \$0.00 of the total assessed valuation reflected above.

(Affects Parcel I)

- 4. **November Installment of taxes for the year 1998, due and payable in 1999, in the amount of \$802.73 is PAID.**
 Taxing Unit: 23
 Key No.: 9-511-1 to 5, 7 to 14, 21 to 26, 29 to 41, 46, 52 to 54, 56 to 75, and 81 to 90

Taxing Unit: 33
Key No.: 23-187-1 to 8, 15 and 18
(Affects Parcel I)

- 5. **May Installment of taxes for the year 1998, due and payable in 1999, in the amount of \$1,642.80 is PAID.**
 Taxing Unit No.: 33
 Key No.: 23-10-8, 9 and 10
 NOTE: The assessed valuation, as of the date of this commitment, shown by Lake County Data processing is as follows:

Valuation: \$22,600.00

Exemption: NONE

NOTE: The Homestead Credit and Deduction has been allowed as to only \$0.00 of the total assessed valuation reflected above.

(Affects Parcel II and other real estate)

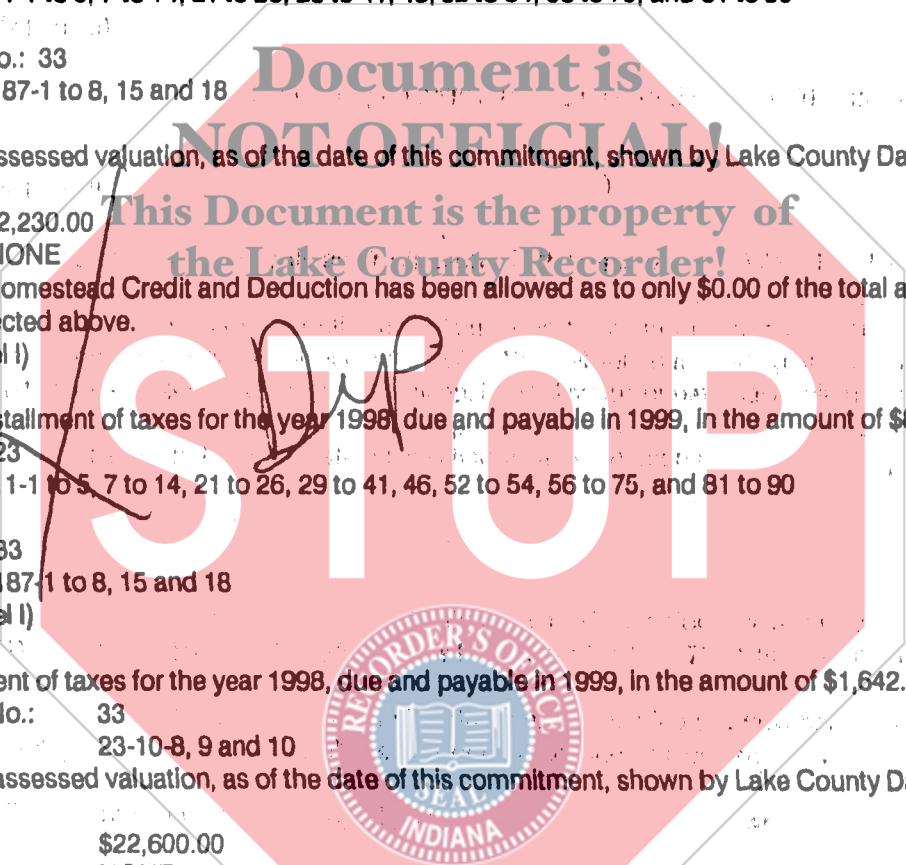
- 6. **November Installment of taxes for the year 1998, due and payable in 1999, in the amount of \$1,642.80 is PAID.**

Taxing Unit: 33
Key No.: 23-10-8, 9 and 10
(Affects Parcel II and other real estate)

- 7. **Building setback requirements as shown on the plat of the subdivision.**

Violation thereof will not result in forfeiture or reversion of title.

(Affects Parcels I and II)



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DMR