

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDING

THIS INSTRUMENT PREPARED BY:

Bruce L. Boruszak, Esq.
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive, Suite 3000
Chicago, Illinois 60606

2000 073395

2000 OCT 10 AM 9:54

MORRIS W. CARTER
RECORDER

AFTER RECORDING THIS INSTRUMENT
SHOULD BE RETURNED TO:

Walgreen Co.
200 Wilmot Road
Deerfield, Illinois 60015
Attn: David L. Grobart, Law Department

SUBSEQUENT TAX BILLS TO BE SENT TO:

Walgreen Co.
300 ~~200~~ Wilmot Road
Deerfield, Illinois 60015
Attn: Tax Department

495996 LD



THIS INDENTURE, made as of October 26, 1998, from *JT Hobart, L.L.C.*, an Illinois limited liability company ("Grantor"), to *Walgreen Co.*, an Illinois corporation, 200 Wilmot Road Deerfield, Illinois 60015 ("Grantee"), WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, by Grantee, the receipt whereof is hereby acknowledged, by these presents does BARGAIN, SELL AND CONVEY unto Grantee to have and to hold to Grantee and Grantee's successors and assigns FOREVER, Grantor's undivided interest in all of that certain real estate situated in the County of Lake and State of Indiana known and legally described only in Exhibit A attached hereto and made a part hereof, together with all and singular improvements and fixtures located thereon, the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, including but not limited to any and all right, title and interest in and to any leases and tenancies of Grantor, either in law or equity of, in and to the above described premises, with the hereditament and appurtenances (collectively, the "Real Property").

Permanent Index Number: 18-390-1

Commonly known As: Lot 1 of the Walgreens Subdivision in the Save More Plaza Shopping Center located at the Southeast corner of Hobart Avenue (State Route 51) and 37th Avenue (U.S. Route 6) Hobart, Indiana, Lake

UNRECORDED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

OCT 10 2000
- 1 -
PETER BENJAMIN
LAKE COUNTY AUDITOR

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LOR
CT

TO HAVE AND TO HOLD the Real Property unto Grantee, and to its successors and assigns in Fee Simple forever.

And Grantor, for itself, and its successors and assigns, does covenant, promise and agree to and with Grantee, and to its successors and assigns that it has not done or suffered to be done, anything whereby the Real Property hereby granted is, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND FOREVER DEFEND, subject only to all covenants, restrictions, easements, reservations and other exceptions set forth in Exhibit B, the title and quiet possession to the Real Property against all persons lawfully claiming, or to claim the same, by, through or under Grantor but against none other.



STATE OF ILLINOIS)
)
County of Cook) SS

I the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT *Jaime J. Javors and Mark H. Tanguay*, personally known to me to be Managers of *JT Hobart, L.L.C.*, an Illinois limited liability company appeared before me in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of October, 1998.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

Tammy S. Phillips
Notary Public

My commission expires on March 16 2001

"OFFICIAL SEAL"
TAMMY S. PHILLIPS
Notary Public, State of Illinois
My Commission Expires March 16, 2001

RECORDER'S OFFICE
SEAL
INDIANA

EXHIBIT A

Legal Description

Parcel 1: Lot 1, Final Plat of Walgreens Subdivision, as shown in Plat Book 84, page 44, and corrected by Certificate of Correction recorded April 9, 1998, as Document No. 98025349, in Lake County, Indiana.

Parcel 2: Easement for the benefit of Parcel 1 as created by that certain Reciprocal Easement and Restrictions Agreement dated April 8, 1998 and recorded May 11, 1998, as Document No. 98034256, for the purpose of ingress and egress over the Westerly 30 feet of the Northerly 96 feet "of the Cherokee Parcel" as shown in said document.

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THAT CERTAIN DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS DATED OCTOBER 26, 1998 AND RECORDED OCTOBER 27, 1998, AS DOCUMENT NO. 98084846, MADE BY JOINT TENANTS HOBART, L. L. C., AN ILLINOIS LIMITED LIABILITY COMPANY, FOR THE PURPOSE OF ACCESS, INGRESS AND EGRESS OVER ALL PAVED DRIVEWAYS, ROADWAYS AND WALKWAYS AS PRESENTLY OR HEREAFTER CONSTRUCTED ON LOT 2, FINAL PLAT OF WALGREENS SUBDIVISION.

SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENTS.



Exhibit B

Permitted Exceptions

1. Taxes for 1998 payable in 1999, not yet due and payable.
2. Easement dated October 10, 1959, and recorded November 19, 1959, in miscellaneous record 761, page 274, as Document No. 219012.
3. Easement dated October 10, 1959, and recorded November 19, 1959, in miscellaneous record 761, page 272, as Document No. 219011.
4. Terms and provisions of an easement for underground electrical lines recorded on October 12, 1984, as Document No. 775897, to Northern Indiana Public Service Company describing the following land:

A strip of land in the Northwest Quarter of Section Twenty-Eight (28), Township Thirty-Six (36) North, Range Seven (7) West of the Second Principal Meridian being ten (10) feet wide, lying five (5) feet each side of a center line and said center line produced; said center lines being described as follows:

Beginning at a point five (5) feet East of the East right-of-way line of Highway #51 and three hundred thirty (330) feet South of the North line of the Northwest Quarter of Section Twenty-Eight (28), thence Northerly and parallel to the East right-of-way line of Highway #51 a distance of sixty-five (65) feet to a point.
5. Covenants, conditions and restrictions contained in that certain Declaration of Easements, Covenants, Conditions and Restrictions dated October 26, 1998 and recorded on October 27, 1998 with the Lake County, Indiana Recorder as Document Number 98084846.
6. Easements and restrictions contained in that certain Reciprocal Easement and Restrictions Agreement, dated April 8, 1998 and recorded on May 8, 1998 with the Lake County Recorder as Document Number 98034256.
7. Rights of various utility companies to use the land as evidenced by electrical lines, water lines, sanitary lines, storm sewer lines, utility and light poles as shown on ~~Land Title Survey dated August 13, 1997 and~~ Survey dated October 19, 1998, prepared by Webster, McGrath & Ahlberg, Ltd.
8. 15 foot utility easement running through the southerly portion of the land as shown on plat of subdivision, as Document No. 98025348.
9. Terms and provisions of a Grant of Easement dated May 20, 1985, and recorded May 31, 1985, as Document No. 805300, made by Weiss Corporation to Gainer Bank as Trustee under a Trust Agreement dated October 24, 1977, known as Trust No. P-5180 granting a non-exclusive right to ingress and egress from the north side of said trustee's property over and along the property which is commonly known as the Save More Plaza Shopping Center and further provided that neither party shall construct barricades so as to prevent the customers, patrons and tenants of either party from using the other parties real estate for the purpose of ingress and egress between the real estate of the respective parties.
10. Easements as granted in Warranty Deed dated November 13, 1985, and recorded December 13, 1985, as Document No. 832890, made by Weiss Corporation, Grantor, to Richard Hiller and James R. Brocksmith, Grantees, as follows:

Grantor is the current owner of the Save More Shopping Plaza, which is adjacent on the north and to the east of the property being conveyed hereunder. Grantor hereby grants to the grantees the non-exclusive right to ingress and egress for delivery vehicles across grantor's adjoining property, being the Save More Plaza Shopping Center, provided however, such ingress and egress by such vehicles shall be restricted to customarily established routes which are from time to time being normally used for such similar purposes by the tenants of the Save More Plaza Shopping Center.