

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2004 042507

2004 MAY 21 AM 10:21

MORRIS COUNTY CLERK
RECORDS

After recording return to:

Joseph M. Marger, Esq.
Reed Smith
599 Lexington Avenue, 29th Floor
New York, NY 10022

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

MAY 21 2004

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

LIMITED WARRANTY DEED

THIS INDENTURE WITNESSETH that **BMO GLOBAL CAPITAL SOLUTIONS, INC.**, a Delaware corporation, as Agent Lessor under the Amended and Restated Master Lease and Open End Mortgage, dated as of July 27, 1999 (as the same may have been or has been amended, amended and restated, supplemented or otherwise modified from time to time), among BMO Global Capital Solutions, Inc., as Agent Lessor, U-Haul International, Inc., as a Lessee, and Amerco Real Estate Company, as a Lessee (the "Grantor"), whose address is 115 South LaSalle, 12 West, Chicago, Illinois 60603, **BARGAINS, SELLS AND CONVEYS** to **UH STORAGE (DE) LIMITED PARTNERSHIP**, a Delaware limited partnership ("Grantee"), whose address is c/o W.P. Carey & Co. LLC, 50 Rockefeller Plaza, 2nd Floor, New York, New York 10020, for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in Lake County, Indiana:

SEE EXHIBIT A ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE (the
"REAL ESTATE");

Subject to (i) any and all restrictions, reservations, easements, covenants and agreements of record, zoning restrictions, legal highways, if any, and all real estate taxes and assessments and (ii) those matters identified on EXHIBIT B attached hereto and made a part hereof.

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Grantor, for itself and its successors and assigns, covenants with Grantee, and its successors and assigns, that the Real Estate hereby conveyed is free from all encumbrances made or suffered by it except as aforesaid, and that it will, and that its successors and assigns shall, warrant and defend the same to the said Grantee and its successors and assigns against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

Except as otherwise specifically set forth herein, this Limited Warranty Deed is expressly made without recourse, representation or warranty (express or implied). Grantee acknowledges that the above described property is transferred by Grantor in "AS IS", "WHERE IS" condition, with all faults.

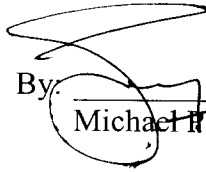
The undersigned person executing this deed on behalf of Grantor represents and certifies that he is a duly elected officer of Grantor and has been fully empowered, by proper resolution of the Board of Directors of said corporation, to execute and deliver this deed; that Grantor has full corporate capacity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

[Signature page to follow]



IN WITNESS WHEREOF, Grantor has caused this deed to be executed and delivered this 3/31 day of March, 2004.

BMO GLOBAL CAPITAL SOLUTIONS, INC., a Delaware corporation, as Agent Lessor



By: Michael P. Joyce, President


STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, personally appeared Michael P. Joyce, the President of BMO Global Capital Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware, and acknowledged the execution of the foregoing Limited Warranty Deed as such officer acting for and on behalf of said corporation.

Witness my hand and Notarial Seal this 30 day of March, 2004.

OFFICIAL SEAL
ELIZABETH J MORAN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/28/2006

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


Elizabeth Moran, Notary Public

My Commission Expires:

04-28-06

County of Residence:

COOK

SEND TAX STATEMENTS TO:

c/o U-Haul International, Inc.
Tax Department
2727 N. Central Avenue
Phoenix, AZ 85004

GRANTEE'S MAILING ADDRESS IS:

c/o W.P. Carey & Co. LLC
50 Rockefeller Plaza, 2nd Floor
New York, New York 10020

This instrument was prepared by Joseph M. Marger, Esq., Reed Smith, 599 Lexington Avenue 29th Floor, New York, NY 10022. Upon recording return to same person at same address.

EXHIBIT A

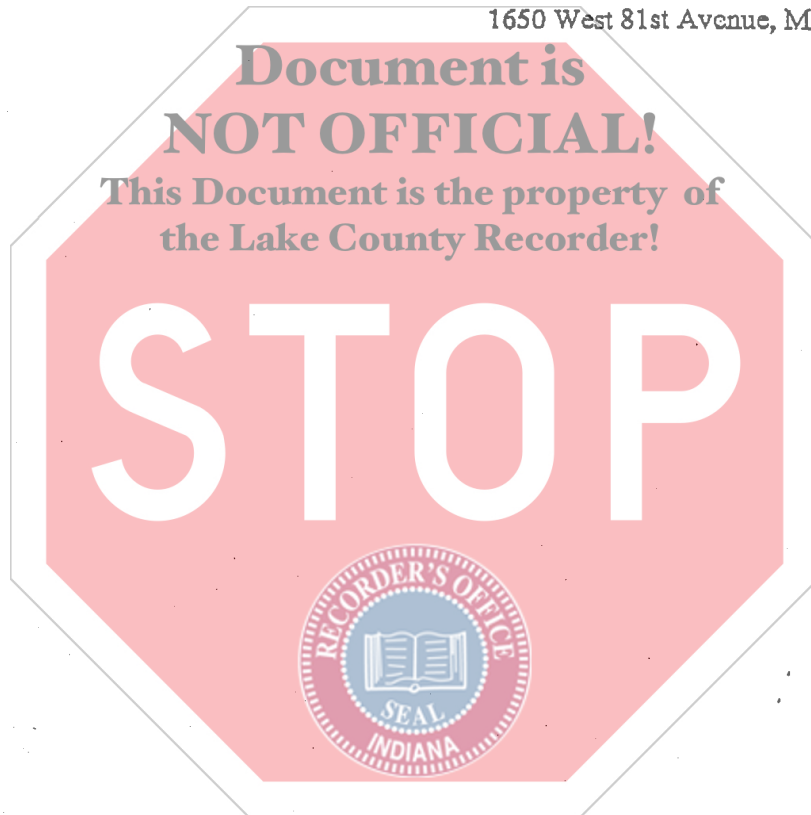
Situated in the State of Indiana, in the County of Lake and in the Town of Merrillville:

Part of the South Half of the Southeast Quarter of the Northeast Quarter of Section 20, Township 35 North, Range 8 West of the 2nd P.M., described as: Commencing at a point on the North line of State Road No. 30, which is 12 rods West of the East line of said tract and running thence North 661.32 feet, more or less, to the North line of said tract; thence West 66 feet; thence South 661.32 feet, more or less, to the North line of said State Road No. 30; thence East 66 feet to the place of beginning, in Lake County, Indiana.

Also, Lot 2 Metro Self Storage, Plat of P.U.D. Amendment to the Town of Merrillville, Lake County, Indiana, as shown in Plat Book 79, page 26, in Lake County, Indiana.

ADDRESS:

1650 West 81st Avenue, Merrillville, IN



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LS 83

759051 – 1650 W. 81st Ave., Merrillville IN
EXHIBIT "B"

1. Real estate taxes assessed for the year 2004 which are a lien but are not yet due and payable.
2. Rights of the Public, the State of Indiana and the municipality in and to that part of the land, taken or used for U.S. Highway 30 as shown on a survey prepared by Landata Site Services as File #200304-0022 and F.S. Land Company as Project #LSLD032216, dated April 26, 2003 and last revised March, 2004. Hereinafter referred to as "The Survey".
3. Permanent extinguishment of all rights and easements of ingress and egress to, from and across the Limited Access Facility known as U.S.R. 30 to and from the land as set out in a deed to the State of Indiana recorded December 1, 1988 as Instrument No. 88-9955. Limited to the area as shown on "The Survey".
4. Covenants, Conditions, Restrictions, Utility and Drainage Easements and Setback Lines and any amendments thereto as disclosed on the recorded plat of the subdivision. Limited to Easements and Retention Areas as shown on "The Survey".

We delete any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC3604©.

5. Rights of tenants in possession as tenants only under written storage rental agreements, with no rights of purchase.
6. Minimum Standard Detail Survey prepared by Landata Site Services, Inc., as File #2003-04-0022, and F.S. Land Company as Project #LSLD032216, dated April 26, 2003 and last revised March, 2004, discloses the following title matters:
 - a. Fence near the Southwesterly property line of overall Parcel encroaches Westerly across the West property line up to 0.23 feet and for a distance of 125.27 feet running North to South.
 - b. Retaining Wall on overall Parcel which is 20.48 feet North and South encroaches Southwesterly across the Western property line of overall Parcel from 2.42 feet at the Northern end to 1.88 at the Southern end of the Wall.
 - c. 18 inch Storm Sewer crossing from the Western adjoiner of overall Parcel near the Southwest Corner.

