

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2006 109942

Quitclaim Deed, Indiana

MICHAEL A. BROWN
REGISTER

Tax Parcel I.D. #26-36-0219-0025 and #26-36-0220-0025

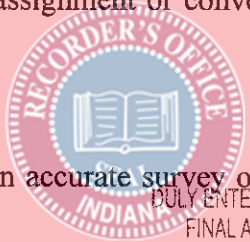
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THIS INDENTURE WITNESSETH, that **AMERICAN PREMIER UNDERWRITERS, INC.**, a Pennsylvania corporation, successor by merger to Penndel Company, having its principal office at One East Fourth Street, Cincinnati, Ohio 45202, (hereinafter referred to as the Grantor), for and in consideration of the sum of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) and other good and valuable consideration paid to said Grantor, the receipt of which sum is hereby acknowledged, quitclaims to **SIMKO & SONS INDUSTRIAL REFRACTORIES, INC.**, an Indiana corporation,, whose mailing address is 4545 Ash Street, Hammond, Indiana 46327 (hereinafter referred to as the Grantee), all the right, title and interest of the said Grantor of, in and to the premises described in Schedule "A" attached hereto and made a part hereof (the "Property").

RESERVING unto Grantor, permanent and perpetual easements in gross, freely alienable and assignable by the Grantor, for (a) all existing wire, fiber and pipe facilities or occupations, above ground or underground, whether or not covered by license or agreement between Grantor and other parties, of record or not of record, that in any way encumber or affect the Property conveyed herein, and (b) all rentals, fees and considerations resulting from such occupations, agreements and licenses and from the assignment or conveyance of such easements or licenses reserved herein.

SUBJECT, however, to:

- (1) such state of facts that an accurate survey or personal inspection of the Property may disclose; and
- (2) rights of the public in that portion of the Property within the lines of any public roads that cross the Property herein conveyed; and
- (3) any easements of record.



DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

DEC 14 2006

PEGGY HOLINBA KATONA
LAKE COUNTY AUDITOR

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By acceptance of this Deed, Grantee acknowledges and agrees that:

(1) should a claim adverse to the title, rights or interests hereby quitclaimed be asserted and/or proven, Grantee shall have no recourse against Grantor; and

(2) Grantee has conducted all title or physical inspections that it in its discretion deems advisable and Grantee accepts the Property as is, where is and with all faults; and

(3) Grantee has been allowed to make an inspection of the Property and has knowledge as to the past use of the Property. Grantee is relying solely on its own inspection and knowledge and, Grantee is aware of the condition of the Property and **GRANTEE ACKNOWLEDGES AND AGREES THAT, GRANTEE IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY,** including the physical condition of the Property and any defects thereof, the presence of any hazardous substances, wastes or contaminants at, in, on, under or adjacent to the Property, the condition or existence of any of the above ground or underground structures or improvements in, on or under the Property, the compliance of or by the Property or its current or past operation with any applicable rules, laws, ordinances or regulations the condition of title to the Property, and the leases, licenses, easements or other agreements affecting the Property. Grantee is aware of the risk that hazardous substances and contaminants may be present on the Property, and indemnifies, holds harmless and hereby waives, releases and discharges forever Grantor, its predecessors and affiliates and their respective officers, directors, employees, members, shareholders, agents and representatives from any and all present or future claims or demands, and any and all damages, loss, injury, liability, claims or costs, including fines, penalties and judgments, and attorney's fees, arising from or in any way related to the condition of the Property, the alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any hazardous substances of any contaminants at or in, on, under or adjacent to the Property, or any other obligation to investigate, remediate or otherwise respond to environmental condition of the Property. Grantee specifically acknowledges and agrees that Grantee shall waive, release and forever discharge any claims, demands, suits, counterclaims, actions and causes of action it may have against Grantor and its affiliates and predecessors and their respective directors, officers, members, employees, shareholders, representatives or agents arising out of any Environmental Law. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) capital expenditures necessary to cause the Grantor's remaining Property or the operations or business of the Grantor on its remaining property to be in compliance with the requirements of any Environmental Law, (c) losses for injury or death of any person, and (d) losses arising under any Environmental Law enacted after transfer. The rights of Grantor under this section shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this document or otherwise. This indemnity specifically includes

the obligation of Grantee to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any hazardous substances or contaminants on the Property.

The term "Environmental Law" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, having the force or effect of law now or hereinafter promulgated, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Clean Water Act, any similar or comparable state or local law and all regulations promulgated under any of the foregoing.

The term "Hazardous Substance" means any hazardous, toxic, radioactive or infectious or dangerous substance, material, waste or pollutant as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum products and any of its fractions.

By acceptance of this Deed, Grantee acknowledges that a material consideration for the conveyance, without which it would not be made, is the agreement by the Grantee for itself and for its successors and assigns that the Grantor, its predecessors, successors, and assigns shall be in no manner responsible to the Grantee, any subsequent owner, purchaser, or any person interested therein for any and all claims, demands, damages, causes of action including loss of access, or suits regarding the quiet and peaceable possession of such Property, title thereto, or condition thereof.

The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Indenture so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be executed this 4th day of December, 2006.

GRANTOR:

American Premier Underwriters, Inc., successor by merger to Penndel Company

By: 

Name: Joseph D. Stelzer

Its: Vice President

STATE OF OHIO)
 : ss.
COUNTY OF HAMILTON)

BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, this 4th day of December, 2006, personally appeared Joseph D. Stelzer, as Vice President of American Premier Underwriters, Inc., a Pennsylvania corporation, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal the day and year aforesaid.

Erin S. Reinshagen
Notary Public

Tax bill mailing address:

Simko & Sons Industrial Refractories, Inc.
4545 Ash Street
Hammond, Indiana 46327



ERIN S. REINSHAGEN
Notary Public, State of Ohio
My Commission Expires
September 15, 2009

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

K. P. Kreider
Kenneth P. Kreider

**This Document is the property of
the Lake County Recorder!**

THIS INSTRUMENT PREPARED BY:

Kenneth P. Kreider, Esq.
Keating Muething & Klekamp PLL
One E. Fourth Street, Suite 1400
Cincinnati, Ohio 45202

AFTER RECORDING RETURN TO:

David K. Ranich
Burke, Costanza & Cuppy
900 Ridge Road, Suite L
Munster, IN 46321



Case No. 90854

SCHEDULE "A"

ALL THAT PROPERTY situate in the City of Hammond, County of Lake, State of Indiana, being part of Blocks 12 and 13 in Towle and Avery's Addition to the City of Hammond, as per plat thereof recorded in Plat Book 1, Page 104 in the Office of the Recorder of Lake County, Indiana, more particularly described as follows:

Block 12

All of Lots 24 and 25.

Block 13

All of Lots 24 and 25.

TOGETHER with all of Grantor's right, title and interest of, in and to that part of Oak Street adjacent to the above described property and also the Easterly half of Pine Street that is West of and adjacent to said Lot 25 in Block 12.

