MAILTAX BILLS TO: 1000 E. 80th Pl., Ste 700N Merrillville, IN 46410 RETURN TO: 1000 E. 80th Pl. Ste. 700N Merrillville, IN 46410

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH THAT James W. Hawk (the "Grantor") CONVEYS to WPM Construction, LLC, an Indiana limited liability company (the "Grantee"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate situated Lake County, in the State of Indiana, to wit:

Condominium Unit E-102 in Sunset Harbor Condominium, a Horizontal Property Regime as created by Declaration recorded December 20, 2005 as Document No. 2005 111514 and Site Plans recorded on June 21, 2006 in Plat Book 99 page 79, in the Office of the Recorder of Lake County, Indiana., together with the undivided interest in the common areas appertaining thereto.

the Lake County Recorder!

Commonly known as Unit E102, 13306 East Lakeshore Drive, Cedar Lake, Indiana (the "Real Estate"), and warrants to Grantee only that the Real Estate is free from all liens, encumbrances and defects in title arising out of acts or omissions or Grantor, and hereby disclaims allow warranties under Indiana Code 32-17-1-2 which are inconsistent with the foregoing. Grantor hereby assigns and transfers to Grantee all rights which Grantor has, if any, under all warranties and represents made by other owners in the chain of title to the Real estate (the "Warranties"), including, but not limited to, any and all rights which Grantor may now have, if any, or which may accure hereafter by reason of or on account of, the Warranties, if any; provided, however, that Grantor makes no warranties or represents to Grantee or to any Grantee's successors in title to the Real estate with respect to the Warranties, all of which are hereby disclaimed, without qualification, limitation or exception.

Tax Key No. 45-15-26-137-018.000-043

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Tax Unit No. 31

TICOR CP 920100 1941 2010 051564

PEGGY HOLINGA KATONA AKE COUNTY AUDITOP

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#21

SUBJECT, NEVERTHELESS, TO THE FOLLOWING:

- 1. Taxes for 2010 payable in 2011, and all years thereafter.
- Terms, provisions, covenants, easements and restrictions, in the declaration of Sunset Harbor Condominium (the "declaration") recorded December 20, 2005, as Document No. 2005 111514, and all amendments thereto, including, but not limited to, the duties and obligations arising from automatic memberships in Sunset Harbor Condominium Association.
- 3. Easement as set out in Declaration.
- Assessments, charges and expenses levied by Sunset Harbor Condominium Association, Inc., an Indiana not-for-profit corporation, its successors and assigns, as set out in the Declaration
- 5. Covenants, conditions and restrictions contained in the plat of Sunset Harbor Planned Unit Development, recorded in Plat Book 97 page 52.
- 6. Grant(s) and/or Reservation(s) of Easement(s) contained on the recorded plat of Sunset Harbor Planned Unit Development recorded in Plat Book 97 page 52, affecting the common areas.
- 7. 35 foot Ingress/Egress and Utility Easement as shown on the recorded plat of Sunset Harbor Planned Unit Development recorded in Plat Book 97 page 52 affecting the common areas.
- 8. 15 foot drainage easement as shown on the recorded plat of Sunset Harbor Planned Unit Development recorded in Plat Book 97 page 52, affecting the common areas.
- 9. Blanket Utility Easement for public utilities shall exist over Non Building Areas at locations designated by the owners or the property subject to the Blanket easement until improvements are constructed at which time permanent and specific easements will be granted and placed or record over as built utility improvements at locations designated by the owners of the property subject to easements, affecting the common areas
- 10. Easement for sewer line in favor purposes in favor of the Town of Cedar Lake dated August 22, 1973, and recorded September 20, 1973, as Document No. 221429, affecting the common areas.
- 11. Easement for sewer line purposes in favor of the Town of Cedar Lake dated October 27, 1973, and recorded December 26, 1973, as Document No. 233756 affecting
- 12. Easement for sewer line purposes in favor of the Town of Cedar Lake, Lake County, Indiana, dated September 23, 1976, and recorded November 5, 1976, as Document No. 377861, affecting the common areas
- 13. Terms and provisions of Resolution No. 2002-02 of the Town of Cedar Lake
 Redevelopment Commission confirming a resolution of the Commission designating and
 declaring the Morse Street and 133rd Avenue economic development area and

approving the economic development plan,, recorded February 27, 2002, as Document ,No. 2002 020729

- 14. Any adverse claim affecting the common areas, relative to Cedar Lake, based upon the assertion:
 - a. that the Real Estate lies below the ordinary low water mark
 - b. that some portion of the Real Estate was created by artificial means
 - c. of rights and easements for navigation, commerce or recreation which may exist over that portion of the Real Estate lying beneath the waters thereof.
 - d. of rights by upper and lower littoral owners with respect to the waters thereof.
- 15. All covenants, easements, rights of way, building line, highways, roads, streets, alleys and other restrictions of beneficial use and enjoyment of record, and all facts and matters affecting legal and equitable ownership and possession of the Real Estate which would be, or should have been, revealed and disclosed and accurate survey of the Real Estate.

The Undersigned person executing this Deed represents and certifies on behalf of Grantor that the undersigned has been duly authorized and fully empowered to execute and deliver this Deed; that the Grantor has full capacity to convey the Real Estate, and that all necessary action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this 10th day of March, 2010.

STATE OF INDIANA

SS:

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JAMES W. HAWK acknowledged the execution of the foregoing Deed.

WITNESS, my hand and Notarial seal this will day of March.

Also commission expires April 2019

Toda C. Kleven-Notary Public COUNTY OF RESIDENCE: LAKE

This Instrument prepared by: JW Hawk

TODD C. KLEVEN

Notary Public Scal – COMM.# 548040

State Of Indiana

My Commission Exp. April 9 / 2014

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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:

Todd C. Kleven

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