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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHELLE B. FAJMAN
RECORDER

SPECIAL WARRANTY DEED

OTC 020102109CM

THIS INDENTURE WITNESSETH, that **KARBER'S RIDGE LAND DEVELOPMENT COMPANY, LLC** (also known as **KARBER'S RIDGE LAND DEVELOPMENT, LLC**), an Indiana limited liability company ("Grantor"), CONVEYS with special warranty to **VAN TIL'S REAL ESTATE, LLC**, an Indiana limited liability company ("Grantee"), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, certain real estate located in Lowell, Lake County, Indiana, which real estate is described on Exhibit "A", attached hereto and incorporated herein by reference (the "Real Estate").

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

SUBJECT TO THE FOLLOWING:

SEP 02 2010

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

CHICAGO TITLE INSURANCE COMPANY

- (1) All real estate taxes not yet delinquent.
- (2) All matters which would be revealed by an accurate survey of the property conforming to the minimum standards for ALTA surveys, including any rights of way for drainage tiles, ditches, feeders, laterals, and underground drain tile or pipes, if any.
- (3) All easements, restrictions, covenants and other matters of record.
- (4) Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the Real Estate taken for or lying within State Road 2 and East Commercial Avenue along the North side of the Real Estate.
- (5) Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the Real Estate taken for or lying within Clark Road along the East side of the Real Estate.
- (6) Easement for ingress, egress, parking, vehicular and pedestrian traffic, made by Lake County Trust Company, as Trustee under Trust No. 2300 in favor of Hamstra Builders, Inc., an Indiana corporation dated July 23, 1976 and recorded August 10, 1976, as Document No. 363795.
- (7) Easement for utility purposes in favor of Northern Indiana Public Service Company, an Indiana corporation and to Indiana Bell Telephone Company, Incorporated, and to their respective successors and assigns, dated May 3, 1977 and recorded May 27, 1977, as Documents No. 409082.

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- (8) Easement for ingress, egress, vehicular and pedestrian traffic, made by Lake County Trust company, as Trustee under Trust No. 2300, in favor of Security Federal Savings and Loan Association of Lake County, a United States Corporation, and each and every person for the benefit and advantage of the grantee, dated August 10, 1975 and recorded August 30, 1978, as Document No. 487695.
- (9) Easement for electrical lines and gas mains contained in favor of Northern Indiana Public Service Company, an Indiana corporation, and its successors and assigns, dated August 18, 1969, and recorded August 23, 1969, AS Documents No. 28947.
- (10) Easement for storm water drainage, sewer pipe lines or other lines, in favor of the Town of Lowell, dated October 19, 1976, and recorded November 9, 1977, as Document No. 438541.
- (11) Easement for ingress, egress, parking, vehicular traffic, pedestrian traffic, passage and walking, in favor of Bender Pizza, Inc., an Indiana corporation, dated May 4, 1978 and recorded May 15, 1978, as Document No. 468017.
- (12) Easement for underground electrical lines, communication lines and gas mains, in favor of Northern Indiana Public Service Company, an Indiana corporation, and Indiana Bell Telephone Company, Incorporated, and to their successors and assigns, dated May 16, 1977, and recorded May 27, 1977, as Documents No. 409081.
- (13) Permanent extinguishment of all rights and easements of ingress and egress to, from and across the limited access facility known as State Road 2, to and from the Real Estate as set out in deed from Lake City Trust Company, as Trustee under the provisions of a Trust agreement dated December 1, 1975, and known as Trust No. 2300 to the State of Indiana, dated January 12, 1983 and recorded June 2, 1983, as Document No. 710903 and re-recorded to correct legal on June 15, 1984, as Documents No. 760904.
- (14) Rights of the owner or owners of land lying South and adjacent to the Real Estate, in and to that part of the land lying South of a fence, as disclosed by an ALTA/ACSM Survey dated February 15, 2010, last revised August 16, 2010, prepared by Torrengea Surveying, LLC, Job No. 2010-0013.
- (15) Encroachment of building over the 15 foot utility easement recorded as Document No. 409082, as shown on the ALTA/ACSM Survey, dated February 15, 2010, last revised August 16, 2010, prepared by Torrengea Surveying, LLC, Job No. 2010-0013.
- (16) Rights of public and quasi-public utilities in and to the Real Estate as evidenced by catch basins, hydrants , power poles, light poles, manhole covers, sanitary lines, storm water lines, electric meters and gas meters in the ALTA/ACSM Survey, dated February 15, 2010, last revised August 16, 2010, prepared by Torrengea Surveying, LLC, Job No. 2010-0013.

Grantor hereby, for itself and its successors and assigns, covenants to and agrees with Grantee that Grantor is lawfully seized in fee simple of the Real Estate herein conveyed; that it has good right to sell and convey the same in the manner set forth herein; that Grantor, together its successors and assigns, shall warrant and defend the same unto Grantee forever against the

lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

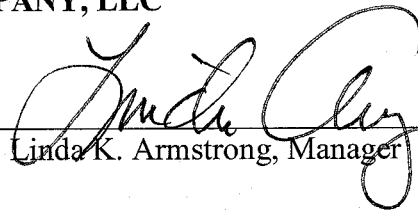
Grantor hereby assigns and transfers to Grantee all rights which Grantor has, if any, under all warranties and representations made by other prior owners in the chain of title to the Real Estate (the "Warranties"), including, but not limited to, any and all rights which Grantor may now have, if any, or which may accrue hereafter by reason of, or on account of, the Warranties, if any.

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

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed effective as of the 30th day of August, 2010.

**KARBER'S RIDGE LAND DEVELOPMENT
COMPANY, LLC**

By: _____


Linda K. Armstrong, Manager

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Linda K. Armstrong, the Manager of Karber's Ridge Land Development Company, LLC, an Indiana limited liability company, who acknowledged execution of the foregoing Special Warranty Deed as such Manager acting for and on behalf of such limited liability company.

Witness my hand and Notarial Seal this 30th day of August, 2010.

My Commission Expires:

Bradley S. Fuson
Notary Public

My Commission Expires: 8/20/2014
Resident Of
Bradley S. Fuson
Resident Of
Hamilton County
My Commission Expires:
8/20/2014

Printed

Send tax statements to Grantee's current address of:

Van Til's Real Estate, LLC
c/o Franklin D. Van Til
Van Til's Super Market
2635 - 169th Street
Hammond, Indiana 46323

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: Bradley S. Fuson, Esq.

This instrument prepared by:

Bradley S. Fuson, Esq.
Krieg DeVault LLP
12800 North Meridian Street, Suite 300
Carmel, Indiana 46032
(317) 636-4341

Exhibit "A"

LEGAL DESCRIPTION - LOWELL

Parcel 1: The North 435 feet of the East 500 feet of the Northeast Quarter of Section 25, Township 33 North, Range 9 West of the 2nd Principal Meridian, in the Town of Lowell, Lake County, Indiana, EXCEPTING therefrom the following three parcels:

(1) Beginning at the Northeast corner of said Section 25, said point being a brass monument, thence South along the East line of said Section 25, having an assumed bearing of South 00 degrees 00 minutes 00 seconds West, 220.03 feet (220.05 feet measured) to a pk nail; thence North 89 degrees 03 minutes 22 seconds West along a line parallel to the North line of said Section 25, 60.01 feet, to a set reinforcing bar, said point being the point of beginning; thence continuing North 89 degrees 03 minutes 22 seconds West, 130.02 feet; thence North 00 degrees 00 minutes 00 seconds East, along a line parallel to the East line of the Northeast Quarter of said Section 25, 189.75 feet (191.14 feet measured), to a set reinforcing bar; thence East along the South right of way line of State Route No. 2, 130.02 feet to a set reinforcing bar lying 60.00 feet West of and parallel to the East line of the Northeast quarter of said Section 25; thence South 00 degrees 00 minutes 00 seconds West, along a line 60.00 feet West of and parallel to the East line of the Northeast quarter of said Section 25, 190.96 feet (190.38 feet measured), to the point of beginning, all in Lake County, Indiana.

(2) Part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 33 North, Range 9 West of the 2nd P.M., described as follows: Commencing at a point on the North line of said Section that is North 89 degrees 04 minutes 45 seconds West, 500.0 feet from the Northeast corner of said Section; thence due South parallel to the East line of said Section 435.0 feet (438.12 feet measured) to the point of beginning; thence South 89 degrees 04 minutes 45 seconds East parallel to the North line of said Section 21.00 feet; thence North 0 degrees 55 minutes 15 seconds East, 170.0 feet; thence North 89 degrees 04 minutes 45 seconds West, 23.73 feet; thence due South parallel to the East line of said Section, 170.02 feet to the point of beginning, in Lake County, Indiana.

(3) Part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 33 North, Range 9 West of the 2nd P.M., in Lake County, Indiana, described as follows: Commencing at the Northeast corner of said Section 25; thence North 88 degrees 48 minutes 15 seconds West 59.54 feet (North 89 degrees 04 minutes 45 seconds West 60.01 feet measured) along the North line of said section to the Northwest corner of the owner's land; thence South 0 degrees 16 minutes 30 seconds West 29.10 feet (29.63 feet measured) along the West line of the owner's land to the south boundary of S.R. 2 and the point of beginning of this description; thence South 87 degrees 56 minutes 00 seconds East 40.02 feet along the boundary of said S.R. 2 to the west boundary of Clark Street; thence South 0 degrees 16 minutes 30 seconds West 270.61 feet along the boundary of said Clark Street; thence North 89 degrees 43 minutes 30 seconds West 10.00 feet; thence

North 0 degrees 16 minutes 30 seconds East 240.00 feet; thence North 43 degrees 59 minutes 56 seconds West 37.34 feet; thence North 80 degrees 48 minutes 30 seconds West 3.98 feet to the west line of the owner's land; thence North 0 degrees 16 minutes 30 seconds East 4.51 feet along said west line to the point of beginning.

Parcel 2: The South 30 feet of the North 465 feet of the East 500 feet of the Northeast 1/4 of Section 25, Township 33 North, Range 9 West of the 2nd Principal Meridian, in the Town of Lowell, in Lake County, Indiana.

Parcel 3: Easement Agreement as created July 23, 1976 in the Easement recorded August 10, 1976 as document no. 363796 and described as follows:

A part of the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 33 North, Range 9 West of the 2nd P.M., described as follows:

Commencing at a point on the North line of said Section 25 that is N 89 degrees 4 minutes 45 seconds West 500.00 feet from the Northeast corner of said Section 25, thence S 0 degrees 0 minutes 0 seconds E parallel to the East line of said Section, 264.98 feet (268.12 feet measured), thence S 89 degrees 4 minutes 45 seconds E, 23.73 feet, thence S 0 degrees 55 minutes 15 seconds W, 10.00 feet, thence N 89 degrees 4 minutes 45 seconds W, 490.00 feet, thence S 0 degrees 55 minutes 15 seconds W, 175.00 feet, thence S. 89 degrees 4 minutes 45 seconds E, 410.00 feet, thence N 0 degrees 55 minutes 15 seconds E, 35.00 feet, thence S 89 degrees 4 minutes 45 seconds E, 80.00 feet, thence S 0 degrees 55 minutes 15 seconds W, 20.00 feet, thence N 89 degrees 4 minutes 45 seconds W, 21.00 feet, thence S 0 degrees 0 minutes 0 seconds E 35.00 feet, thence N 89 degrees 4 minutes 45 seconds W, 509.05 feet, to a line that is parallel to and 330.00 feet East of the West line of said Northeast 1/4 of the Northeast 1/4, thence N 0 degrees 7 minutes 30 seconds W along said parallel line, 470.02 feet to the North line of said Section 25, thence S 89 degrees 4 minutes 45 seconds E, along said North line 510.08 feet to the place of beginning.

Tax Parcel ID No. 45-19-25-227-012.000-008

Tax Parcel ID No. 45-19-25-227-013.000-008