

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 017386

2013 MAR -7 PM 3:11

MICHAEL B. BROWN  
RECORDER

## CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH, that McBain Enterprises, Inc., an Indiana not for profit corporation (GRANTOR) of Lake County in the State of Indiana CONVEYS AND WARRANTS to Tanya M. McBain, GRANTEE of Lake County in the State of Indiana in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in Lake County, in the State of Indiana:

**Parcel 1.** A parcel of land in the Town of Lowell, in the Southeast Quarter of the Southwest Quarter of Section 23, Township 33 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, and more particularly described as follows: Commencing at a point 166 feet South of the Northwest corner of the Lot in Deed Record 127 page 342; thence West 33 feet to a point; thence North 76 degrees 00 minutes 00 seconds West, a distance of 59.1 feet; thence South 86 degrees 00 minutes 00 seconds West, a distance of 22.62 feet to the center line of Cedar Creek Ditch; thence South 24 degrees 36 minutes 50 Seconds East, a distance of 189.92 feet; thence easterly at an angle of North 88 degrees 32 minutes 20 seconds East, a distance of 207 feet to an iron pipe; thence Northwesterly at an angle of North 31 degrees 23 minutes 50 seconds West, a distance of 80.80 feet; thence Northwesterly at an angle of North 42 degrees 15 minutes 00 seconds West, 48 feet, more or less, to an iron stake; thence Northwesterly at an angle of North 00 degrees 15 minutes 30 seconds West, a distance 50.60 feet to an iron stake; thence Westerly at an angle of North 87 degrees 54 minutes 00 seconds West, a distance of 80.23 feet, thence North 16 feet to the beginning, excepting therefrom that part of the described premises forming the existing alley in the Town of Lowell, in Lake County, Indiana.

**Parcel No.** 45-19-23-390-023.000-008 and 45-19-23-390-024.000-008

**Parcel 2.** Part of the Southeast Quarter of the Southwest Quarter of Section 23, Township 33 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as Beginning at the Northwest corner of Lot 1, in Clark's Addition to Lowell, thence South 88 degrees 02 minutes West, along the Northline of said Lot 1 produced, 193 feet to the place of beginning, thence South parallel to the East line of the Southwest Quarter of said Section 23, 101.75 feet to an iron pin, thence South 1 degrees 13 minutes East, 60.3 feet to an iron pipe; thence South 0 degrees 30 minutes East, 117.2 feet to an iron pin; thence South 42 degrees 33 minutes West, 11.35 feet to an iron pin; thence North 30 degrees 47 minutes West, 43.4 feet to an iron pin; thence North parallel to the East line of said Southwest Quarter, 249.4 feet to the North line of said Lot 1, produced; thence North 88 degrees 02 minutes East on said North line of said Lot 1, produced, 27.58 feet to the place of beginning, excepting therefrom the East 6 inches of the North 167 feet, in the Town of Lowell, in Lake County, Indiana.

**Parcel No.** 45-19-23-390-006.000-008

Commonly known as 306 East Commercial Avenue, Lowell, IN 46356

NOT FULLY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER

MAR 07 2013

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

001336

22.00  
2740  
44

Subject to the real estate taxes for 2012 payable in 2013, together with delinquency and penalty, if any, and all real estate taxes due and payable thereafter. Further subject to recorded lines, encumbrances, easements, restrictions, ditches and drains, highways and legal rights of way, and matters which would be disclosed by an accurate survey or inspection of the premises.

This deed is executed pursuant to, and in the exercise of, the power and authority granted to and vested to the officers of McBain Enterprises, Inc, in pursuance of the By-Laws.

This deed is being executed and delivered in full satisfaction of his right title and interest in said real estate pursuant to the terms and provisions of a Property Settlement Decree and Decree of Dissolution entered in Cause Number: 45C01-1107-DR-594.

Dated this 17<sup>th</sup> day of January, 2013.

McBain Enterprises, Inc  
By: Charles A. McBain  
(Signature)

Charles McBain CHARLES A. MCBAIN  
Printed Name

STATE OF INDIANA, COUNTY OF LAKE SS:

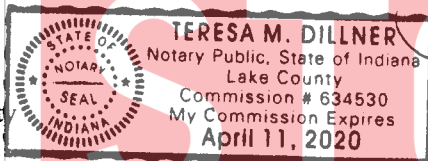
Before me, the undersigned, a Notary Public in and for said County, this 17<sup>th</sup> day of January, 2013, came Charles McBain as co-owner of McBain Enterprises, Inc. and acknowledged, the execution of the foregoing instrument.

WITNESS MY HAND AND NOTARIAL SEAL.

Teresa M. Dillner  
Notary Public

My Commission Expires:

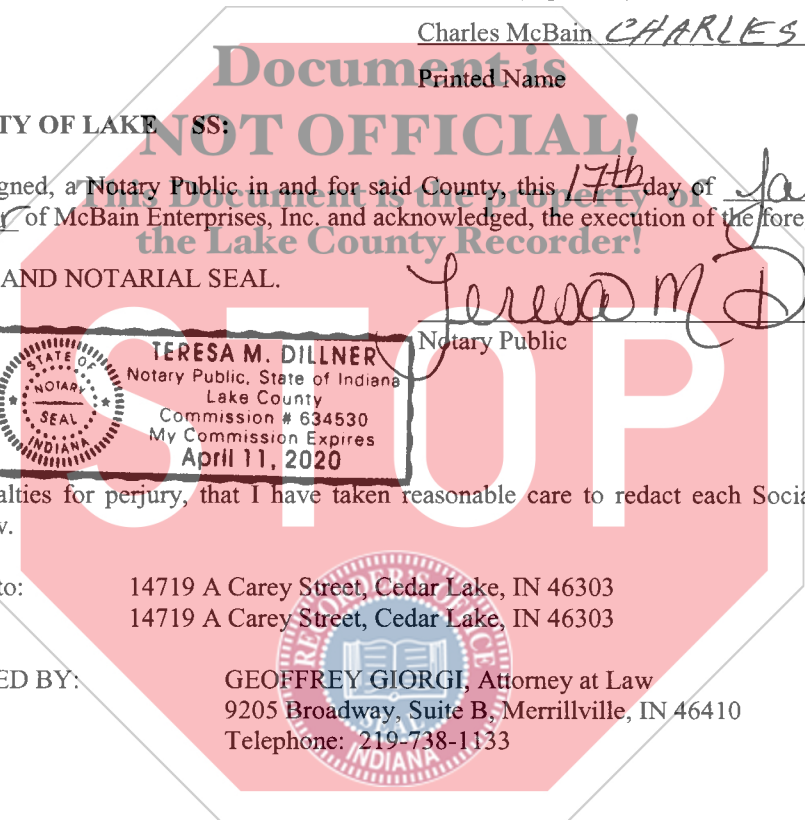
Resident of \_\_\_\_\_ County



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.

\*\*\* Send all tax statements to: 14719 A Carey Street, Cedar Lake, IN 46303  
\*\*\* Send recorded deed to: 14719 A Carey Street, Cedar Lake, IN 46303

THIS INSTRUMENT PREPARED BY: GEOFFREY GIORGI, Attorney at Law  
9205 Broadway, Suite B, Merrillville, IN 46410  
Telephone: 219-738-1133



## SELLER'S AFFIDAVIT

STATE OF INDIANA  
COUNTY OF LAKE

Charles A. McBain, as the duly authorized Representative of McBain Enterprises, Inc., being first duly sworn upon his oath deposes and says that he, hereafter singly or collectively referred to as "affiant" or "seller," is conveying to Tanya M. McBain, (purchaser).

That, to induce the purchaser to accept the Quit Claim Deed and property transferred thereby, affiant makes this affidavit.

That affiant has personal knowledge of the facts set out herein or has made such investigation of the facts as to satisfy affiant and permit affiant to make this affidavit.  
That the following things are true:

1. Seller has an indefeasible estate in fee simple in the real estate described commonly known as: 306 E. Commercial Avenue, Lowell Indiana, which is comprised of the following three Parcel Numbers: **45-19-23-390-023.000-008 and 45-19-23-390-024.000-008 and 45-19-23-390-006.000-008**

which real estate is hereafter called "real estate" for the sake of simplicity.

2. The real estate is clear of every kind or description of lease, lien or encumbrance, except:
- Easements and restrictions and agreements on record shown in the title commitment, if any.
  - Current real estate taxes and assessments, not delinquent.
3. Seller has not executed or permitted anyone in seller's behalf to execute any conveyance, mortgage, lien, lease, security agreement, financing statement or any form of encumbrance of or upon the real estate, or any fixtures attached thereto, and has made no rental or occupancy agreements, except any which have already been made known to the purchaser, which is or are now outstanding or enforceable against the real estate.
4. Seller has made no contract to sell all or any part of the real estate and has given to no one an option to purchase all or any part of the real estate which is now or at any time in the future enforceable or exercisable.
5. That there has been no work or labor performed, or materials or supplies or equipment provided for the improvement of the real estate within sixty (60) days prior to the date of this affidavit for which payment in full by good funds has not been made.
6. That there are no existing violations of zoning ordinances or restrictions applicable to the real estate known to affiant.
7. That there is, against seller, no judgment of any court of the State of Indiana or any court of the United States that is or may become a lien upon the real estate.
8. That no petition in bankruptcy has been filed by or against seller within the last six (6) months, nor is any petition pending with respect to seller for bankruptcy or insolvency.
9. That seller is not a principal nor a surety on any bond payable to the State of Indiana.

10. That the real estate is occupied by seller, and is in the possession of seller and seller is not under any disability or limitation to transfer possession to purchaser, and that no other person has or claims adversely to, or under, seller, any right of possession or occupancy of all or any portion of the real estate.

11. That seller has no knowledge of any pending or potential assessment for taxes or special assessments.

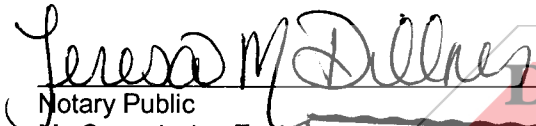
12. That seller is not acting, directly or indirectly, in any capacity whatsoever for any foreign county or nation thereof.

13. That seller has never been declared mentally incompetent, nor is any petition pending with respect to seller for incompetency.

McBain Enterprises, Inc.

By:   
Charles A. McBain

Before me, the undersigned, a Notary in and for said County and State, this 17<sup>th</sup> day of January, 2013, personally appeared Charles A. McBain, and acknowledged the execution of the foregoing affidavit. In witness whereof, I have hereunto subscribed my name and affixed my official seal.



Notary Public  
My Commission Expires:  
County of Residence:

