12:

WARRANTY DEED IN LIEU OF FORECLOSURE

2013 080761

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2013 OCT 31 AM 10: 06

MICHAEL B. BROWN RECORDER

NAME & ADDRESS OF PREPARER AND AFTER RECORDING, MAILTO:

Liechty & McGinnis, LLP 11910 Greenville Avenue, Suite 400 Dallas, Texas 75243 Attention: Kristy K. Bowen, Esq.

1304057 ET

RECORDER'S STAMP

STATE OF INDIANA

§

COUNTY OF LAKE

11132584.2

KNOW ALL MEN BY THESE PRESENTS THAT:

CENTURY PLAZA LLC, an Indiana limited liability company (hereinafter called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by IP-TL CENTURY PLAZA, LLC, a Delaware limited liability company (hereinafter called "Grantee"), whose mailing address for notice is 1133 Connecticut Avenue, NW, Suite 800, Washington, D.C. 20036, the receipt and sufficiency of which are hereby acknowledged, has WARRANTED, GRANTED, SOLD AND CONVEYED and by these presents does WARRANT, GRANT, SELL AND CONVEY unto Grantee that certain tract or parcel of land situated in Lake County, Indiana, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with all buildings, improvements, structures and fixtures located thereon and all easements, rights, titles and interests of Grantor appurtenant thereto (all of the above-described properties being hereinafter collectively referred to as the "Property"). This conveyance is made and accepted subject to the matters set forth on Exhibit B attached hereto and made a part hereof for all purposes (the "Permitted Exceptions").

Property	Tax ID Number	Property Address
Parcel 1, Tract 1	45-12-22-301-006.000-030	555 E. 81st Ave.
		Merrillville, IN 46410
Parcel 1, Tract 2	45-12-22-301-005.000-030	303 E. 81st Ave.
	JEAL SEAL	Merrillville, IN 46410
Parcel 1, Tract 3	45-12-22-301-003.000-030	8215 Broadway
		Merrillville, IN 46410
Parcel 1, Tract 6	45-12-22-351-001.000-030	8303 Broadway
		Merrillville, IN 46410
Parcel 1, Tract 7	45-12-22-351-002.000-030	,8400 Broadway (Approx)
	F	IMPUTED FOR THAN AND MOURIECT
		Merrillville, IN 46410 8400 Broadway (Approx) LY ENTERED FOR MAXAMON SUBJECT IN ACCEPTANCE FOR TRANSFER
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PEGGY HOLINGA KATONA LAKE COUNTY AUDITOR 38-00

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Parcel 2, Tract 9	45-12-22-301-010.000-030	8200 Broadway (Approx)
		Merrillville, IN 46410
Parcel 2, Tract 10	45-12-22-301-012.000-030	8200 Broadway (Approx)
		Merrillville, IN 46410
Parcel 2, Outlot A	45-12-22-301-011.000-030	Broadway
`		Merrillville, IN 46410
Parcel 3, Tract 4	45-12-22-301-017.000-030	8225 Broadway
		Merrillville, IN 46410
Parcel 3, Tract 11	45-12-22-352-006.000-030	8300 Broadway (Approx)
		Merrillville, IN 46410
Parcel 3, Tract 12	45-12-22-301-015.000-030	8200 Broadway (Approx)
		Merrillville, IN 46410
Parcel 3, Tract 13	45-12-22-301-014.000-030	82nd Ave.
		Merrillville, IN 46410
Parcel 3, Tract 14	45-12-22-301-013.000-030	8200 Broadway (Approx)
		Merrillville, IN 46410
Parcel 3, Tract 15	45-12-22-301-016.000-030	8205 Broadway
		Merrillville, IN 46410
Parcel 4, Tract 5	45-12-22-352-009.000-030	82nd Ave.
		Merrillville, IN 46410
Parcel 4, Tract 8	45-12-22-352-010.000-030	82nd Ave.
	Document	Merrillyille, IN 46410
Parcel 4, Tract 16	45-12-22-352-011.000-030	82nd Ave.
	NOTOFFICI	Merrillville, IN 46410
Parcel 4, Tract 17	45-12-22-352-012.000-030	82nd Ave.
111	is Document is the pr	Merrillville, IN 46410
Parcel 4, Outlot B	45-12-22-301-019.000-030	82nd Ave.
		Merrillville, IN 46410

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject, however, to the Permitted Exceptions.

BUT IT IS HEREBY EXPRESSLY ACKNOWLEDGED AND AGREED that:

- A. This Deed, and the conveyances being made hereby, are being executed, delivered and accepted in lieu of foreclosure, and that the same shall be interpreted and construed as an absolute conveyance to Grantee of all right, title and interest in the Property, including specifically but without limitation, any equity or rights of redemption of Grantors therein or thereto.
- B. All of the liens and security interests (hereinafter, collectively referred to as the "Liens") that evidence or secure the payment of that certain Note described on <u>SCHEDULE I</u> attached hereto (the "Note") are NOT RELEASED and NOT RELINQUISHED in any manner

or respect whatsoever, which Liens shall remain valid and continuous and in full force and effect, unless and until released by written instrument (the "Release") executed by the Grantee or its successors and assigns, and recorded in the real property records of Lake County, Indiana, which Release may be made as, if and when Grantee, or its successors and assigns, shall determine in the exercise of their sole discretion.

- C. There shall not in any event be a merger of any of the Liens with the title or other interests of Grantee by virtue of this conveyance and the parties expressly provide that each such interest in the Liens on one hand and title on the other shall be, and remain at all times SEPARATE and DISTINCT. It is expressly intended that this Deed shall not effect a merger of the Grantee's interest in the Liens and the Grantee's interest derived from this Deed.
- D. The title of Grantee in the Property under this Deed will not merge with the security interests of Grantee in the Property under the Liens and that for purposes of priority as between (i) intervening or inferior liens, claims, or encumbrances on or against the Property, and (ii) the Liens, any and all rights of Grantee to exercise its remedies of judicial foreclosure of any of the Liens or any other remedies are expressly preserved hereby and for purposes of limitations and any other applicable time-bar defenses, the same are expressly extended as evidenced by this instrument.
- E. The priority of the Liens is intended to be and shall remain in full force and effect and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of the Liens to any other liens or encumbrances whatsoever.
- F. Grantees' acceptance of title to the Property will not create any liability on Grantee's part to third parties that have claims of any kind against Grantor, in connection with the Property or otherwise. Grantee will not assume or agree to discharge any liabilities pertaining to the Property. This Deed does not confer any third party benefits on persons not a signatory to the Deed.
- G. Nothing in this Deed shall increase, limit, modify or alter the liability of Grantor with respect to the Liens referenced in Section B above.

[Signature on Following Page]



IN WITNESS WHEREOF, this Depurposes as of the 31st day of October	/mac eed is	de as of August 14, 2013 executed by Grantor to be effective for all ,2013			
	GRAN	NTOR:			
		URY PLAZA LLC, iana limited liability company			
	By:	Tri-Land Properties, Inc., an Illinois corporation, its Manager By: Name: President Title: President			
STATE OF LLINOIS South and the company of the President of Tri-Land Properties, Inc., an Illinois corporation, the Manager of CENTURY PLAZA LLC, an Indiana limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation and limited liability company. OFFICIAL SEAL JACQUELYNR MUSIL NOTARY PUBLIC: STATE OF ILLINOIS MY COMMISSION EXPIRES 09/24/14 [Notary Seal] My commission expires: 9 2 4 14 I affirm, under the penalties for perjury, that I have taken reasonable eare to redact each Social					
Security number in this document, unless re	quired	by law			
	Signa	are Joh			

GRANTEE'S ADDRESS AND MAIL TAX STATEMENTS TO:

IP-TL CENTURY PLAZA, LLC 1133 Connecticut Avenue, NW, Suite 800 Washington, D.C. 20036 Attention: Gene C. McQuown and Kevin Yam



Exhibit "A"

- PARCEL 1: Tracts 1, 2, 3, 6 and 7 in Century Plaza, a Planned Unit Development to the Town of Merrillville, Indiana, as per plat thereof, recorded July 23, 2002 in Plat Book 92, page 20 in the Office of the Recorder of Lake County, Indiana.
- PARCEL 2: Tracts 9, 10 and Outlot "A", a First Amendment to Century Plaza, an amendment to Tracts 4 and 5 and Outlot "A" in Century Plaza, a Planned Unit Development to the Town of Merrillville, Indiana, as per plat thereof, recorded in Plat Book 100, page 8 in the Office of the Recorder of Lake County, Indiana.
- PARCEL 3: Tracts 4, 11, 12, 13, 14 and 15, Second Amendment to Century Plaza, an Amendment to Tracts 4, 5 and 8 in Century Center Plaza, a Planned Unit Development to the Town of Merrillville, Indiana, as per plat thereof, recorded in Plat Book 101, page 46 of the Office of the Recorder of Lake County, Indiana.
- PARCEL 4: Tracts 5, 8, 16, 17 and Outlot "B" in Third Amendment to Century Plaza, an Amendment to Tracts 5, 8 and Outlot "B" in Century Plaza, a Planned Unit Development to the Town of Merrillville, Indiana, as per plat thereof, recorded in Plat Book 104, page 28 in the Office of the Recorder of Lake County, Indiana.

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- PARCEL 5: Together with those rights and easements constituting rights in real property created defined and limited by that certain Perpetual Easement Agreement by and between Century Square Associates, a California limited partnership and the Lake County Trust Company, as Trustee under Trust No. 2040, dated January 31, 1979 and recorded March 13, 1979 as shown in Instrument No. 519507, in the Office of Recorder of Lake County, Indiana.
- PARCEL 6: Together with those rights and easements constituting rights in real property created defined and limited by that certain Mutual Street Agreement by and between Hartford Development Corporation, an Indiana corporation and Simon Property Group, L.P., a Delaware limited partnership, d/b/a Simon Real Estate Group Limited Partnership, dated May 30, 1995 and recorded May 11, 2000 in Document Number 2000-32285 in the Office of Recorder of Lake County, Indiana, as affected by that certain plan known as 8400 Centre Park, a Commercial Subdivision, recorded in Plat Book 78, page 61 in the Office of the Recorder of Lake County, Indiana.

Exhibit "B"

Permitted Exceptions

- 1. General real estate taxes not yet due and payable.
- 2. Mortgage, Assignment of Rents and Security Agreement from Century Plaza LLC, an Indiana limited liability company to The PrivateBank and Trust Company for the original principal amount of \$23,000,000.00 dated June 26, 2008 and recorded July 2, 2008 as Document Number 2008 047751, as assigned by Assignment of Mortgage, Assignment of Rents and Leases and Security Agreement made by The Private Bank and Trust Company to Inland Century Plaza, LLC dated December 28, 2012 and recorded February 21, 2013 as Document Number 2013 013988 (the "Assignment"), as assigned by Inland Century Plaza, LLC, to IP-TL Century Plaza, LLC, pursuant to the Assignment of Mortgage, Assignment of Rents and Leases and Security Agreement (the "Second Assignment").
- 3. Assignment of Rents and Leases dated June 26, 2008 and recorded July 2, 2008 as Document Number 2008 047752 by Century Plaza LLC, an Indiana limited liability company to The PrivateBank and Trust Company, as assigned to Inland Century Plaza, LLC pursuant to the Assignment, as assigned to IP-TL Century Plaza, LLC, pursuant to the Second Assignment.
- 4. Security Interest of The PrivateBank and Trust Company, secured party, as set forth on a UCC Financing Statement from Century Plaza LLC, debtor, and filed on July 2, 2008, as UCC Financing Statement Number 2008 000430, as assigned to Inland Century Plaza, LLC, as further assigned to IP-TL Century Plaza, LLC.
- 5. Pending suit to foreclose the above Mortgage filed September 9, 2011 by The Privatebank and Trust Company, Plaintiff, against Century Plaza, LLC, Defendant, in Lake Superior Court in Crown Point Court, Lake County, Indiana, Cause No. 45D11-1109-MF-00276. Said Mortgage recorded July 2, 2008 as Document No. 2008 047751.
- 6. Proceedings pending In the matter of the Bankruptcy of Century Plaza LLC filed on October 18, 2011 as Case No. 11-24075 in the United States Bankruptcy Court of the Northern District of Indiana, Hammond Division.
- 7. Lien for Delinquent Sewage Assessment In the amount of \$176.99, plus penalties, interest and fees, filed by Merrillville Conservancy District against Century Plaza LLC, recorded January 16, 2013 as Document Number 2013 004289.
- 8. Assignment of Leases from Simon Property Group, L.P., a Delaware limited partnership and Century Plaza LLC, an Indiana limited liability company dated January 30, 2001 and recorded February 2, 2001 as Document Number 2001 007891 in the Office of the Recorder of Lake County, Indiana.

- 9. Right, title and Interest of Montgomery Ward and Co., Inc., by reasons of an unrecorded Lease, dated February 4, 1977 and evidenced and amended by a Non-Disturbance and Attornment Agreement, by and between the Travelers Insurance Company and Montgomery Ward and Co., Inc., dated June 1, 1979 and recorded July 3, 1979 in Instrument No. 537000 in the Office of the Recorder of Lake County, Indiana.
- 10. Lease, terms and provisions thereof by and between Century Mall Company Ltd., (Landlord) and Tire America, Inc., (Tenant) as evidenced by Memorandum of Lease, dated January 23, 1987 and recorded March 18, 1987 as Document Number 907364.
- 11. Lease assigned by Assignment and Assumption of Lease from Western Auto Supply Company, successor by merger with Tire America, Inc., a Delaware corporation (Assignor) to NTW Incorporated, a Delaware corporation (Assignee) dated April 28, 2003 and recorded May 23, 2003 as Document Number 2003 52408; and evidenced by Memorandum of Assignment and Assumption of Lease from Western Auto Supply Company, a Delaware corporation (the name surviving corporation in the merger of Advance Acquisition Corporation and Western Auto Supply Company pursuant to a Certificate of Merger filed in the Office of the Secretary of State of Delaware on November 2, 1998) (Assignor) and NTW Incorporated, a Delaware corporation (Assignee) dated April 25, 2003 and recorded May 23, 2003 as Document Number 2003 52409 in the Office of the Recorder of Lake County, Indiana.
- 12. Terms and provisions of the Lease, as referenced in Memorandum by and between Century Plaza, LLC (Landlord) and Burlington Coat Factory Warehouse of Merrillville, Inc. (Tenant), dated January 29, 2001 and recorded February 2, 2001 as Document Number 2001-7894 in the Office of the Recorder of Lake County, Indiana.
- 13. Also, as Indiana limited liability company and Burlington Coat Factory Warehouse of Merrillville, Inc., an Indiana corporation dated January 29, 2001 and recorded March 21, 2001 as Document Number 2001 020139 in the Office of the Recorder Indiana and subject to the terms of a Subordination, Non-Disturbance Agreement recorded July 15, 2008 as Document Number 2008 050742.
- 14. Lease by and between Century Plaza LLC, an Indiana limited liability company, Lessor(s), and Golden Corral Merrillville, L.L.C., an Illinois limited liability company, Lessee(s), dated February 10, 2006 as evidenced by a Memorandum of Lease dated June 15, 2006 and recorded June 30, 2006 as Document Number 2006 56724 in the Office of the Recorder of Lake County, Indiana.
- 15. Lease made by and between Century Plaza, LLC, an Indiana limited liability company, Landlord, and Portillo's Hot Dogs of Indiana, LLC, an Indiana limited liability company, Tenant, dated May 5, 2006 as evidenced in a Memorandum of Lease dated June 2, 2006 and recorded September 6, 2006 as Document No. 2006 077968, in the Office of the Recorder of Lake County, Indiana.

- 16. Lease by and between Century Plaza, LLC, an Indiana limited liability company Lessor(s), and Staples The Office Superstore East, Inc., Lessee(s), dated April 2, 2007 as evidenced by a Memorandum of Lease dated April 2, 2007 and recorded May 9, 2007 as Document Number 2007 038033 in the Office of the Recorder of Lake County, Indiana and subject to the terms of a Subordination, Non-Disturbance and Attornment Agreement recorded July 2, 2008 as Document No. 2008 047754.
- 17. Mutual Street Agreement by and between Hartford Development Corporation, an Indiana corporation and Simon Property Group, L.P., a Delaware limited partnership d/b/a Simon Real Estate Group Limited Partnership, dated May 30, 1995 and recorded May 11, 2000 in Document Number 2000 032285 in the Office of the Recorder of Lake County, Indiana.
- 18. Deed granting Easement dated December 19, 1979 and recorded January 10, 1980 as Document Number 568115 made by Century Square Associates, a California limited partnership, granting to Northern Indiana Public Service Company.
- 19. Easement for gas mains in favor of Northern Indiana Public Service Company dated October 10, 1964 and recorded October 13, 1964 in Miscellaneous Record 906, page 429 as Document Number 588677 in the Office of the Recorder of Lake County, Indiana.
- 20. Easement for gas mains in favor of Northern Indiana Public Service Company, an Indiana company dated September 3, 1964 and recorded October 10, 1964 in Miscellaneous Record 906, page 431 as Document Number 588678 in the Office of the Recorder of Lake County, Indiana.
- 21. Easement Agreement In favor of Shell Oil Company, a Delaware company dated January 31, 1969 and recorded August 28, 1969 as Document Number 28536 in the Office of the Recorder of Lake County, Indiana.
- 22. Limited access to US Road 30 and State Road 53 as set forth in Warranty Deed to the State of Indiana, dated June 8, 1978 and recorded as Document Number 500908 in the Office of the Recorder of Lake County, Indiana.
- 23. Perpetual Easement Agreement by and between Century Square Associates, a California limited partnership and the Lake County Trust Company a Trustee Under Trust No. 2040 dated January 31, 1979 and recorded March 13, 1979 as Document Number 519507 in the Office of the Recorder of Lake County, Indiana.
- 24. Easement for Underground Electrical Lines in favor of Northern Indiana Public Service Company dated August 25, 1979 and recorded October 12, 1979 as Document Number 554428 in the Office of the Recorder of Lake County, Indiana.

- 25. Easement as reserved and granted to Gary-Hobart Water Corporation, dated March 26, 1981 and recorded April 9, 1981 as Document Number 624328 in the Office of the Recorder of Lake County, Indiana.
- 26. Utility Easement as reserved and granted to Indiana Bell Telephone Incorporated dated May 20, 1981 and recorded June 21, 1981 as Document Number 633954 in the Office of the Recorder of Lake County, Indiana.
- 27. Easement for Underground Electrical Lines and Gas Mains in favor of Northern Indiana Public Service Company, dated June 24, 1981 and recorded July 21, 1981 as Document Number 637137 in the Office of the Recorder of Lake County, Indiana.
- 28. Utility Easement in favor of Indiana-American Water Company, Inc. dated June 4, 2003 and recorded June 23, 2003 as Document Number 2003 64797 in the Office of the Recorder of Lake County, Indiana. (Affects Tracts 2 and 4 of the Land)
- 29. Utility Easement in favor of Indiana-American Water Company, Inc. dated September 7, 2006 and recorded September 12, 2006 as Document Number 2006 79986 in the Office of the Recorder of Lake County, Indiana. (Affects Tracts 1 and 4 of the land)
- 30. Utility Easement in favor of Indiana-American Water Company, Inc. dated September 8, 2012 and recorded November 15, 2012 as Document Number 2012 080994 in the Office of the Recorder of Lake County, Indiana. (Affects Tracts 3,6,7,8,9,10 and OL B of the land)
- 31. Terms and provisions of the Environmental Disclosure for Transfer of Real Property recorded July 2, 2008 as Document Number 2008 047753.
- 32. Rights of the following parties under unrecorded leases as disclosed by rent roll dated August 7, 2013, setting forth the following tenants:
 - 1. Golden Corral Merrillville, L.L.C. doing business as Golden Corral;
 - 2. Clearly #1, Inc. doing business as Great Clips;
 - 3. 399 Enterprises, Inc. doing business as Jelly Pancake House;
 - 4. NTW, LLC doing business as National Tire and Battery #517;
 - 5. Old Time Pottery, Inc. doing business as Old Time Pottery and subject to Subordination, Non-Disturbance and Attornment Agreement recorded July 15, 2008 as Document No. 2008 050743;
 - 6. Panera, LLC doing business as Panera Bread #738;
 - 7. Martini Girlz, Ltd. doing business as Plato's Closet;
 - 8. Portillo's Hot Dogs of Indiana, LLC doing business as Portillo's Hot Dogs/Barnelli's Pasta Bowl;
 - 9. Staples The Office Superstore East, Inc. doing business as Staples #1790;
 - 10. Aztec Partners, LLC doing business as Qdoba Mexican Grill;
 - 11. Nhan Thu Tran and Man Van Le doing business as Sky Nails and Spa; and
 - 12. Party City Corporation, a Delaware corporation, d/b/a "Halloween City".

- 33. Terms and provisions of the Easements described as Parcels 5 and 6 of Schedule A of this Commitment.
- 34. Easement for public utilities and/or drainage as shown on plats.
- 35. Building setback requirements as shown on the plats of the subdivision.
- 36. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the land taken or used for road purposes.
- 37. Rights of way for drainage tiles, ditches, feeders and laterals, if any.



SCHEDULE 1

- 1. Promissory Note dated as of June 26, 2008, in the original stated principal amount of Twenty-Three Million and No/100 Dollars (\$23,000,000.00) executed by Century Plaza LLC, an Indiana limited liability company ("Borrower"), and made payable to The Privatebank and Trust Company ("Original Lender").
- 2. Amendment No. 1 to Century Plaza LLC Promissory Note dated as of October 31, 2008, executed by Borrower for the benefit of Original Lender.
- 3. Amendment No. 2 to Century Plaza LLC Promissory Note dated as of January 2, 2009, executed by Borrower for the benefit of Original Lender.
- 4. All of the foregoing being assigned by Original Lender to Inland Century Plaza, LLC.
- 5. All of the foregoing being assigned by Inland Century Plaza, LLC to IP-TL Century Plaza, LLC, pursuant to an Allonge.

