

1

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 049840

2014 AUG 20 AM 10:59

MICHAEL B. BROWN  
RECORDER

2014 036246

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2014 JUN 24 PM 3:57  
MICHAEL B. BROWN  
RECORDER

Re-record to add signer's position  
LIMITED WARRANTY DEED

THIS INDENTURE made this 4 day of February, 2014, by and between Civic Properties LLC (hereinafter referred to as "Grantor"), JAKE JONES PROPERTIES, LLC (hereinafter referred to as "Grantee"), (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits):

WITNESSETH: The Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all that certain land situated in LAKE County, State of Indiana, to wit:

LOT 20, IN BLOCK 15, IN HOMESTEAD GARDENS MASTER ADDITION, BLOCKS 14 AND 15, IN THE TOWN OF HIGHLAND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 33, PAGE 38, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Parcel Number: 45-07-22-103-014-000-026  
Property Address: 3312 DULUTH ST, HIGHLAND, IN 46322  
Grantee Tax Mailing Address: 127 N Broad St, Griffith, IN 46319

THIS CONVEYANCE is made subject to all applicable zoning ordinances, easements and restriction of record and to taxes for the current year affecting said described property.

TO HAVE AND TO HOLD the said described property, together with all and singular the rights, tenements, hereditaments and appurtenances hereto belonging or in anywise appertaining, to the only proper use, benefit, and behoof of the said Grantee in fee simple forever.

AND THE SAID Grantor hereby warrants and will defend the right and title to the said described Property unto the said Grantee against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Tax Bills and recorded deed should be sent to Grantee at such address unless otherwise indicated below:

Mail Grantee deed and tax bills to: 127 N Broad St, Griffith, IN 46319

IN WITNESS WHEREOF, Grantor has executed this deed this 4 day of February, 2014.

Grantors:  
Signature: [Signature]

Printed: Matthew Scheltens, Member  
Member, Matthew Scheltens  
STATE OF INDIANA

COUNTY OF LAKE

Before me, a Notary Public for said County and State, personally appeared Matthew Scheltens, Member who acknowledged the execution of the foregoing deed for and on behalf of the Grantor, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 4 day of February, 2014.

My commission expires: 11-20-21

County of Residence: Porter

This instrument prepared by:  
Daniel Cavender, Member  
C & S Lake Region, LLC  
127 N Broad St  
Griffith, IN 46319

[Signature]  
Notary Public

Jody M Summit  
Printed Name of Notary Public

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

Prepared by: \_\_\_\_\_

JODY M SUMMIT  
Notary Public, State of Indiana  
Porter County  
Commission # 645281  
My Commission Expires  
November 20, 2021

HOLD FOR MERIDIAN TITLE

14-2158

25693

02739

DULY ENTERED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER  
JUN 24 2014  
PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

19  
MPT  
DUP  
REF

DULY ENTERED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER

AUG 14 2014

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: [Signature]

**CIVIC PROPERTIES LLC  
AGREEMENT TO FORM A LIMITED LIABILITY COMPANY**

**AGREEMENT** is made effective this 9<sup>th</sup> day of May, 2013, between **DANIEL CAVENDER** and **MATTHEW SCHELTENS**, (hereinafter, "the parties").

In consideration of mutual promises herein contained, the undersigned parties agree to form a Limited Liability Company (hereinafter "LLC") under the Indiana Business Flexibility Act to undertake and carry on as follows:

**SECTION 1. NAME:** The name of the LLC shall be "**CIVIC PROPERTIES LLC**".

**SECTION 2. PURPOSE:** The LLC shall be formed for the purpose of purchasing, selling, leasing and managing residential and commercial real estate.

In addition, the LLC shall have unlimited power to engage in and do any lawful act concerning any or all lawful businesses for which limited liability companies may be organized according to the laws of the State of Indiana, excluding banking and insurance, including all powers and purposes now and hereafter permitted by law to a limited liability company.

**SECTION 3. UNDERSTANDING:** This provision is set forth in general terms the essential elements of the understanding of the parties. The manner of the operation of the LLC will be more specifically delineated in the Operating Agreement of the LLC.

**SECTION 4. MATTERS CONSIDERED:** The parties to this agreement have reviewed with their tax accountant the commercial form and structure options. Specifically, as to form, the parties reviewed Subchapter C corporations, Subchapter S corporations, partnerships, limited partnerships, joint ventures, and unincorporated associations. The parties hereto unanimously chose to form a limited liability company under the laws of the State of Indiana.

Having made the decision to form a limited liability company under the Indiana Business Flexibility Act, the parties then discussed the following structure options:

- a) The Name.
- b) The Management. Discussion concerning the Management involved such issues as (a) should all members participate in making or ratifying all decisions; (b) if there is to be a delegation of management, then to whom and with what restrictions; (c)