THIS INSTRUMENT PREPARED BY:

RANDY S. GUSSIS GUSSIS LICHTENFELD & ALEXANDER LLC 6200 NORTH HIAWATHA SUITE 400 CHICAGO, IL 60646 2015 068118

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 OCT -5 AM 10: 04
MICHAEL B. BROWN
RECORDER

WARRANTY DEED

THE GRANTOR, DYER COMMERCIAL 8, L.L.C., an Indiana limited liability company of the County of Lake, State of Indiana, for and in consideration of Ten (\$10.00) Dollars, in hand paid, CONVEYS AND WARRANES unto GRANTEE, TOWN OF DYER INDIANA REDEVELOPMENT COMMISSION the real estate situated in the County of Lake, in the State of Indiana, being hereinafter legally described in Exhibit A, attached hereto and made a part hereof (the "Property").

Together with all of than toriskield, title and interest in and to all and singular easements, covenants, agreements, rights, privileges, tenements, hereditaments and appurtenances thereunto now or hereafter belonging or appertaining to the Property; all right, title and interest of Grantor (whether now or hereafter existing) in and to any land lying in the bed of any street, alley, road or avenue (whether open, closed or proposed) within, in front of, behind or otherwise adjoining the Property or any of it; and all of the buildings, structures, fixtures, facilities, installations and other improvements of every kind and description now or hereafter in, on, over and under the Property: TO HAVE AND TO HOLD the Property as above described, with the appurtenances, unto the Grantee, its successors and assigns forever.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that during the period that Grantor has owned title to the Property, it has not done or suffered to be done anything whereby the Property hereby granted are, or may be, in any manual encumbered or charged, except as set forth as "Permitted Exceptions" on Exhibit B attached hereto and made a part hereof; and that subject to such Permitted Exceptions, the Grantor will warrant and forever defend the Property against all persons lawfully claiming by, through or under the Grantor, or otherwise.

Address: Vacant property on U.S. 30 near Calumet Drive in Dyer, Indiana

PIN: 45-11-18-127-001.000-034

FIDE DATED as posseptember 15, 201
TITLE COMPANY SIGN

9015-1854 (A0210667.DOC) SIGNATURE ON FOLLOWING PAGE

FIDELITY - HIGHLAND

NON-TAXABLE

SEP 30 2015

JOHN E. PETALAS

GRANTOR: DYER COMERCIAL 8, L.L.C.

y: <u>ALLIO (</u>

William A. Shiner Manager

INDIANA (STATE OF NULLIMOIS)
LAKE (STATE OF COOK) (SS

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that William A. Shiner, manager of Dyer Commercial 8, L.L.C., an Indiana limited liability company, personally known to the to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and the free and voluntary act of said Company for the uses and purposes therein set forth c

GIVEN under my hand and notarial seal this/14th day of September, 2015



Notary Public
Thomas G. Schiller

My commission expires 05/27/2016

This document should be returned to: William T. Enslen

142 Rimbach

Hammond, Indiana 46320

Grantee and Tax Bill Address: One Town Square Dyer, IN 46311

Mallow, under the parables for parjury, that I have taken receivable care to redact each Social Security number to the disconant, unless required by law."

{A0210667.DOC}

Order No. ; 920151854 Ravision No. #1 - 9-2-15

EXHIBIT "A"

That part of the Southwest Quarter of Section 7 and the Northwest Quarter of Section 18, Township 35 North, Range 9 West of the 2nd Principal Meridian, described as follows: Commencing at the Southwest corner of 3aid 56 201 7) [figure Noth No.00 degrees 21 minutes 35 seconds East, 148,07 feet (North, 1447,90 feet, Deed) along the West line of said Section 7 to the Southerly line of the 150 foot wide Bight, Joint Render Railman injection of way; thence Easterly 163,75 feet to a point on the Easterly line, being the arc of a curve, concave Northerly, having a radius of 5836.58 feet and a chord bearing North 79 degrees 00 minutes 46 seconds East, 163,75 feet to a point on the Easterly right of way line, of Calumet Avenue as described in Warranty Deed recorded May 2, 1997 as Document No. 97027957; thence Easterly 832,78 feet continuing along sald curve Southerly right of way line, the chord of said curve learning North 74 degrees 07 minutes 08 seconds East, 832,07 feet to a point of tangency; thence North 70 degrees 02 minutes 03 seconds East, 166,88 feet (North 69 degrees 33 minutes 46 seconds, 1629,49 feet, Deed) to the East line of the Southwest Quarter of said Section 7; thence South 00 degrees 13 minutes 28 seconds East, 1006,51 feet (South 00 degrees 29 minutes 50 seconds East, 998,73 feet (more or less), Deed) along said East line to the Southeast corner of the Northeast Quarter of the Southwest Quarter of said Section 7; thence North 88 degrees 50 minutes 52 seconds West, 262,97 feet (South 89 degrees 13 minutes 28 seconds West, 262,97 feet (South 89 degrees 13 minutes 28 seconds West, 262,97 feet (South 89 degrees 13 minutes 28 seconds West, 262,87 feet (More or Beginning); thence North 89 degrees 23 minutes 68 seconds West, 262,87 feet (More or Beginning); thence South 89 degrees 23 minutes 84 seconds East, 113,24 feet to a point of curvature; thence Southwesterly 81,76 feet along the arc of a curve, concave Northwesterly, having a radius of 330.00 feet and a chord bearing South 00 degrees 23 minutes 68 s

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Exhibit B Permitted Exceptions

- 1. Real estate taxes not yet due and payable;
- 2. Document #2000088171 recorded December 5, 2000;
- 3. Rights of way for drainage tiles, ditches, feeders and laterals, if any;
- 4. Rights of the public, the State of Indiana and/or the municipality and others entitled thereto, in and to that part of the Property taken or used for road purposes.

