

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 072120

2015 OCT 23 AM 11:18

MICHAEL B. BROWN
RECORDER

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, That **McDonald's Real Estate Company** ("Grantor"), a corporation organized and existing under the laws of the State of Delaware conveys and specially warrants to **Peoples Bank SB**, an Indiana state savings bank ("Grantee") of Lake County, State of Indiana, for the sum of Ten and No/100ths Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Lake County, Indiana:

Parcel 1: Part of the Southeast quarter of the Southeast quarter of Section 22 and of the Northeast quarter of the Northeast quarter of Section 27, all in Township 36 North, Range 9 West of the 2nd Principal Meridian, described as: Commencing at a point which is 125 feet North and 240 feet West of the Southeast corner of said Section 22 and running thence West 150 feet, thence South to the North line of Ridge Road, thence Southeasterly along the North line of Ridge Road to a point due South of the place of beginning, thence North to the place of beginning, in the Town of Highland, Lake County, Indiana.

Parcel 2: Commencing at the Southwest corner of Lot 1, Block 5, W. L. Zimmerman's Eastgate Second Addition to the Town of Highland as shown in Plat Book 31, Page 1; thence South parallel to the East line of the Southeast quarter of the Southeast Quarter of Section 22, Township 36 North, Range 9 West of the 2nd Principal Meridian, a distance of 86.36 feet to the place of beginning; thence continuing South parallel to said East line a distance of 23.64 feet; thence West along a line parallel to and 125.0 feet North of the South line of said Southeast quarter of the Southeast quarter of Section 22, a distance of 215.0 feet; thence North parallel to the East line of said Southeast quarter of the Southeast quarter of Section 22, a distance of 23.64 feet; thence East parallel to the South line of said Southeast quarter of the Southeast quarter of a distance of 215.0 feet to the place of beginning, except the East 65.0 feet thereof, in the Town of Highland, Lake County, Indiana

Parcel 3: Part of the Southeast Quarter of the Southeast Quarter of Section 22, and of the Northeast Quarter of the Northeast Quarter of Section 27, all in Township 36 North, Range 9 West of the 2nd P.M., Beginning at a point which is 125 feet North and 390 feet west of the Southeast corner of the Southeast Quarter of the Southeast Quarter of said Section 22 and running thence South parallel with the East line of the Southeast Quarter of said Section 22 and with the East line of the Northeast Quarter of said Section 27 a distance of 140.7 feet to the Northerly line of Ridge Road; thence Northwesterly along the Northerly line of Ridge Road a distance of 60.37 feet; thence North and parallel with the East line of the Northeast Quarter of said Section 27 and with the East line of the Southeast Quarter of said Section 22 a distance of 168.0 feet more or less to a point on the South line of W. L. Zimmerman's Eastgate Second Addition to the Town of Highland, as shown in Plat Bok 31, page 1, in Lake County, Indiana; thence East along said South line a distance of 60.0 feet; thence South and parallel with the East line of the Southeast Quarter of said Section 22 a distance of 33.64 feet to the point of beginning, all in the Town of Highland, Lake County, Indiana (the "Property")

DULY ENTERED FOR RECORD
FILED FOR RECORD
SUBJECT TO TRANSFER

HOLD FOR MERIDIAN TITLE CORP
OCT 21 2015

15-31914

20-
MT
AM

22496 JOHN E. PETALAS
LAKE COUNTY AUDITOR

The address of the Property is commonly known as: 3927 Ridge Road, Highland, Indiana.

Parcel No(s): 45-07-22-479-021.000-026; 45-07-22-479-022.000-026; and, 45-07-22-479-023.000-026

The Property is conveyed and made expressly subject to: (1) matters generally excepted by title insurance companies in their title policies issued in the state of Indiana; (2) special taxes or special assessments, if any, for improvements not yet completed; (3) installments not due as of September 2, 2015 of any special tax or special assessment for improvements previously completed, if any; (4) general real estate taxes, if any, for 2015; (5) covenants, conditions, agreements, reservations and restrictions of record; (6) zoning and building laws or ordinances; private, public utility and drainage easements and rights; (7) roads and highways access ways and driveways, whether or not of record; (8) all matters which a current, accurate survey of the Property would disclose; and (9) the terms, reservations and conditions of the sale between Grantor and Grantee.

As part of the consideration of the transfer of the Property from Grantor to Grantee, Grantee agrees that for a period of 20 years from the date of this deed the Property will not be leased, used or occupied as a restaurant or for food service purposes (which includes any type of food or drink), drive-in, drive-thru or walk-up eating/drinking facility (including without limitation a kiosk, stand, booth, or area located inside another business facility). This restriction will be a covenant running with the land and be binding upon Grantee, its heirs, administrators, successors and assigns.

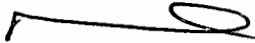

GRANTOR CONVEYS THE PROPERTY 'AS IS', 'WHERE IS' AND WITH ALL FAULTS AND DISCLAIMS ALL EXPRESS WARRANTIES, OTHER THAN THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, ALL STATUTORY WARRANTIES, AND ALL IMPLIED WARRANTIES, WITH RESPECT TO THE PROPERTY, AND AS TO FIXTURES THEREON OR IMPROVEMENTS THERETO CONVEYED HEREBY, IF ANY, DISCLAIMS ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OF IMPROVEMENTS, ENVIRONMENTAL CONDITION OR OTHERWISE.

Grantor by execution and delivery hereof warrants the title to said Property as to and against its own acts only and none other.

The undersigned person executing this deed on behalf of Grantor represents and certifies that he is the duly named Sr. Counsel of Grantor and has been fully empowered, by proper resolution of the Grantor, to execute and deliver this deed; that Grantor has full capacity to convey the Property described herein; and that all necessary company action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 13th day of October, 2015.

McDonald's Real Estate Company, a Delaware corporation

By: 
Mahrukh S. Hussain, Vice President 

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

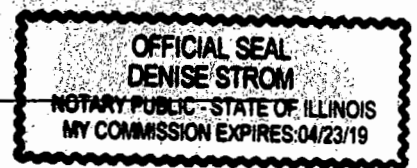
I, Denise Strom, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Mahrukh S. Hussain, Vice President of McDonald's Real Estate Company, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act as such Vice President and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 13th day of October, 2015

Denise Strom

Notary Public

My commission expires



This document prepared by: James F. Russ, Jr., Sr. Counsel, McDonald's Real Estate Company.
Return To: Peoples Bank SB, 9204 Columbia Avenue, Munster, Indiana 48321, Attention: John J. Diederich
Send Tax Statements To: Peoples Bank SB, 9204 Columbia Avenue, Munster, Indiana 48321, Attention: John J. Diederich

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

McDonald's Real Estate Company, a Delaware corporation

By: *James F. Russ, Jr.*
James F. Russ, Jr., Sr. Counsel