

SPECIAL WARRANTY DEED

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THIS INDENTURE WITNESSETH, That **PEOPLES BANK AS SUCCESSOR TO LIBERTY SAVINGS AND LOAN ASSOCIATION OF WHITING, An Indiana Corporation** ("Grantor"), conveys and specially warrants to **TIOCO PROPERTIES, LLC, An Indiana Limited Liability Company** ("Grantee"), of Lake County, State of Indiana, in consideration of Ten and No/100ths Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described Property in Lake County, Indiana (the "Property"):

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 9 WEST OF 2ND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION WHICH IS 1838.58 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 90 DEGREES EAST A DISTANCE OF 1089.87 FEET TO A POINT; THENCE NORTH 58 DEGREES 51 MINUTES 30 SECONDS WEST A DISTANCE OF 25.35 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 58 DEGREES 51 MINUTES 30 SECONDS EAST A DISTANCE OF 75 FEET TO A POINT; THENCE EAST ON A LINE WHICH IS NORTH 90 DEGREES EAST FROM A POINT ON THE WEST LINE OF SAID SECTION TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH ALONG SAID EAST LINE OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE LINCOLN HIGHWAY (U.S. NO. 30); THENCE NORTH ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF A DISTANCE OF 178.88 FEET; THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING, IN THE TOWN OF SCHERERVILLE, IN LAKE COUNTY, INDIANA.



The address of the Property is commonly known as: 195 Lincoln Highway, Schererville, Indiana.

Parcel No(s): 45-11-15-303-011.000-036

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 August 1, 2016 of any special tax or special assessment for improvements previously completed, if any; (4) general property taxes, if any, for 2016; (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 for the transfer of the Property from Grantor to Grantee, Grantee agrees that, for a period of 25 years from the date of this deed (the "Restrictive Covenant Term"), it will not allow any portion of the Property to be used as a bank, banking facility, a credit union, savings bank, mortgage company, investment bank, mortgage loan brokerage, loan production office, stock brokerage firm or for the provision of other money management related services, nor may an ATM or similar equipment be installed on or within the Property (the "Restrictive Covenant"). Any purported sale or transfer of the Property in violation of the Restrictive Covenant shall be voidable within the Restrictive Covenant Term, and Grantor may take such action against the parties to such transactions as is permitted by law or equity, including, without limitation, the right of injunctive relief or specific performance. The conveyance of the Property, subject to the permitted exceptions and the Restrictive Covenant, shall run with the Property and be binding on all successors and assigns of Grantee, regardless of whether the agreement or instrument that conveys, transfers, grants, creates, assigns, or mortgages any interest in the Property expressly recites the permitted exceptions and/or the Restrictive Covenant.

2016
AUG 23 AM 9:53
MICHAEL B. BROWN
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

TIOCO

HOLD FOR GREATER INDIANA TITLE COMPANY

AUG 23 2016

25384

JOHN E. PETALAS
LAKE COUNTY AUDITOR

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016948
D
New York

DULY ENTERED FOR TAXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER

If Grantee violates any of the restrictions or covenants contained herein, then Grantor may: (a) obtain injunctive relief to force compliance by Grantee with such restrictions or covenants; or (b) pursue such other remedies at law and in equity as may be available to Grantor, including but not limited to specific performance. Grantee shall reimburse Grantor for all attorneys' fees and court costs incurred by Grantor in successfully pursuing any legal or equitable remedy for the Grantee's breach of these restrictions or covenants. The terms and conditions of this deed restriction and covenant shall be explicitly included in any transfer, lease, conveyance, or encumbrance of or on the Property or any part thereof; provided that the failure to include such deed restriction and covenant shall not render the deed restriction and covenant invalid or released. If any provision of this deed restriction and covenant or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this deed restriction and covenant and the application of such provision to other persons or circumstances will not be affected thereby and the provisions of such deed restriction and covenant shall be severable in any such instance.

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 THEREON 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 the 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 she is the duly named Executive Vice President, General Counsel and Corporate Secretary 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 12th day of August, 2016.

PEOPLES BANK AS SUCCESSOR TO LIBERTY SAVINGS AND LOAN ASSOCIATION OF WHITING, AN INDIANA CORPORATION

By: *Leane English Cervon*
Leane English Cervon
Executive Vice President, General Counsel and Corporate Secretary



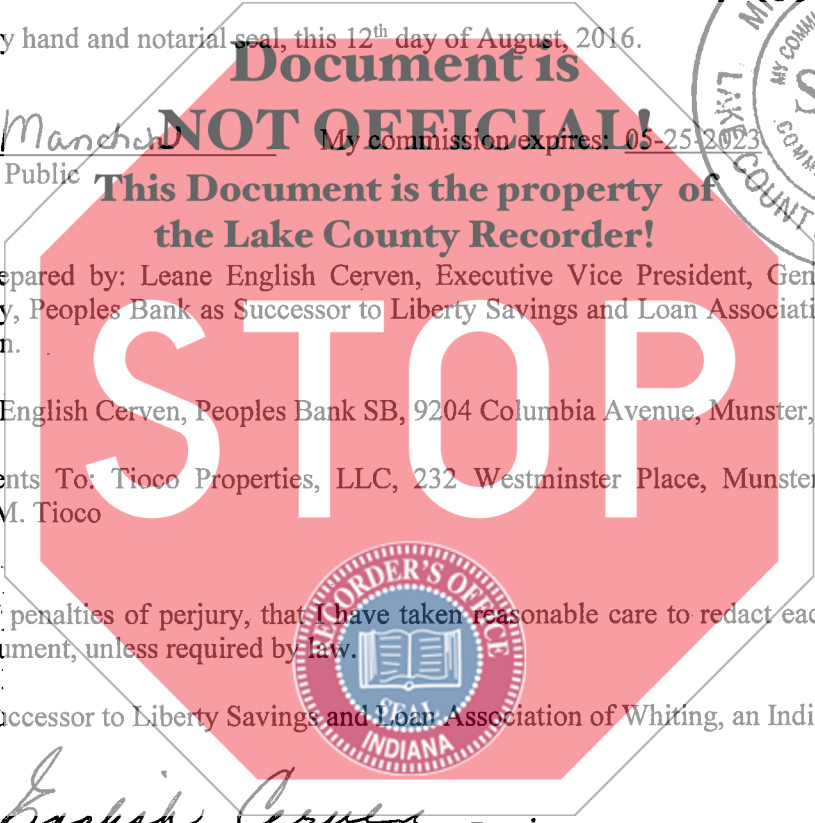
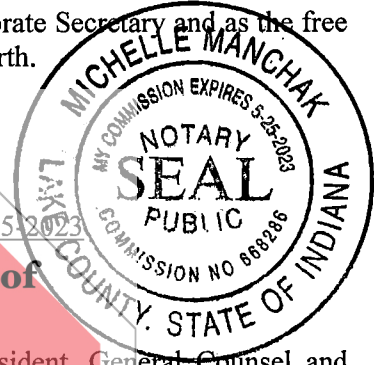
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

I, Michelle Manchak, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Leane English Cerven, Executive Vice President, General Counsel and Corporate Secretary of Peoples Bank as Successor to Liberty Savings and Loan Association of Whiting, an Indiana corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Vice President, General Counsel and Corporate Secretary 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 Executive Vice President, General Counsel and Corporate Secretary 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 12th day of August, 2016.

Michelle Manchak
Notary Public

My commission expires: 05-25-2023



This document prepared by: Leane English Cerven, Executive Vice President, General Counsel and Corporate Secretary, Peoples Bank as Successor to Liberty Savings and Loan Association of Whiting, an Indiana Corporation.

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Return To: Leane English Cerven, Peoples Bank SB, 9204 Columbia Avenue, Munster, Indiana 46321

Send Tax Statements To: Tioco Properties, LLC, 232 Westminster Place, Munster, Indiana 46321, Attention: Jeffrey M. Tioco

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.

Peoples Bank as Successor to Liberty Savings and Loan Association of Whiting, an Indiana corporation

By: *Leane English Cerven*
Leane English Cerven, Executive Vice President,
General Counsel and Corporate Secretary