

2017 019855

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 MAR 29 AM 8:54

MICHAEL B. BROWN
RECORDER

WARRANTY DEED ③

THIS INDENTURE WITNESSETH, That **MAPLEWOOD 1031 LLC**, a Michigan limited liability company ("Grantor") **CONVEYS AND WARRANTS** to **CROWN POINT EAST, L.L.C.**, a Washington limited liability company ("Grantee"), with an address of P.O. Box 13409, Burton, Washington, 98013 for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Lake County, State of Indiana (the "Property"):

Document is
SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION
NOT OFFICIAL!

Property Address: 10795 Broadway
Crown Point, Indiana 46307

Parcel No.: 45-16-03-351-006.000-042

Subject to (i) all matters set forth on Exhibit B attached to and made a part hereof (the "Permitted Encumbrances").

TO HAVE AND TO HOLD said Property to the said Grantee and Grantee's successors and assigns forever. Grantor covenants and warrants that said Property is free of any encumbrance except the Permitted Encumbrances, and that Grantor and its successors shall warrant and defend the same to said Grantee and said Grantee's successors and assigns forever. It is the purpose of this deed to transfer fee simple title to the Property to Grantee.

Grantor is a limited liability company duly organized and validly existing under the laws of Michigan, and the person executing this deed on behalf of Grantor is fully empowered by proper action of the Grantor to execute and deliver this Warranty Deed. Grantor has full capacity to convey the Property and all necessary action for the making of such conveyance has been taken and done.



DULY ENTERED FOR TAXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER

MAR 23 2017

022258

JOHN E. PETALAS
LAKE COUNTY AUDITOR

[Signature Page Follows]

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IN WITNESS WHEREOF, Grantor has executed this deed this 9th day of March, 2017.

GRANTOR

MAPLEWOOD 1031 LLC,
a Michigan limited liability company

By: BH1031 Manager LLC,
a Michigan limited liability company, its Manager

By: [Signature]
Brian Hermelin, its Manager



STATE OF MICHIGAN

COUNTY OF OAKLAND

Before me, a Notary Public in and for said County and State, personally appeared Brian Hermelin, as Manager of BH1031 Manager LLC, a Michigan limited liability company, the Manager of MAPLEWOOD 1031 LLC, a Michigan limited liability company, who acknowledged the execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 27th day of February, 2017.

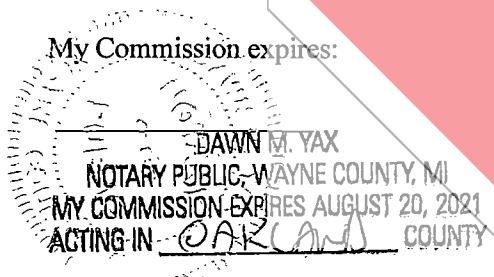
My Commission expires:

Signature [Signature]

Printed _____

Resident of _____ County

State of _____



Send Tax Bills to: _____

Grantee's Mailing Address: _____

This instrument prepared by: J. Parker Ihrie, Esq., Jaffe, Raitt, Heuer & Weiss, P.C., 27777 Franklin Road, Suite 2500, Southfield, Michigan 48034.

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

When Recorded Return to:
Title Source, Inc. -
Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TSI#: 62602719 LW



EXHIBIT A

Legal Description

Land situated in the City of Crown Point in the County of Lake in the State of IN:

Parcel 1:

Lot 6, Beacon Hill-Phase One, an addition to the City of Crown Point, Indiana, as per plat thereof, recorded in Plat Book 97, Page 46, in the Office of the Recorder of Lake County, Indiana.

Except:

A part of Lot 6 in Beacon Hill-Phase One, an addition to the City of Crown Point, Indiana, the plat of which is recorded in Plat Book 97, Page 46 in the Office of the Recorder of Lake County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the Southwest corner of said lot; thence North 0 degrees 21 minutes 42 seconds East 305.23 feet along the West line of said lot to a corner of said lot; thence North 0 degrees 16 minutes 05 seconds West 13.93 feet along said West line to the Northwest corner of said lot; thence South 89 degrees 28 minutes 51 seconds East 10.75 feet along the North line of said lot to point "313" designated on said parcel plat; thence South 1 degree 49 minutes 06 seconds East 292.39 feet to point "314" designated on said parcel plat; thence South 67 degrees 43 minutes 29 seconds East 70.60 feet to point "315" designated on said parcel plat, which point is on the South line of said lot; thence South 89 degrees 57 minutes 51 seconds West 87.22 feet along said South line to the point of beginning and containing 6,183 square feet, more or less.

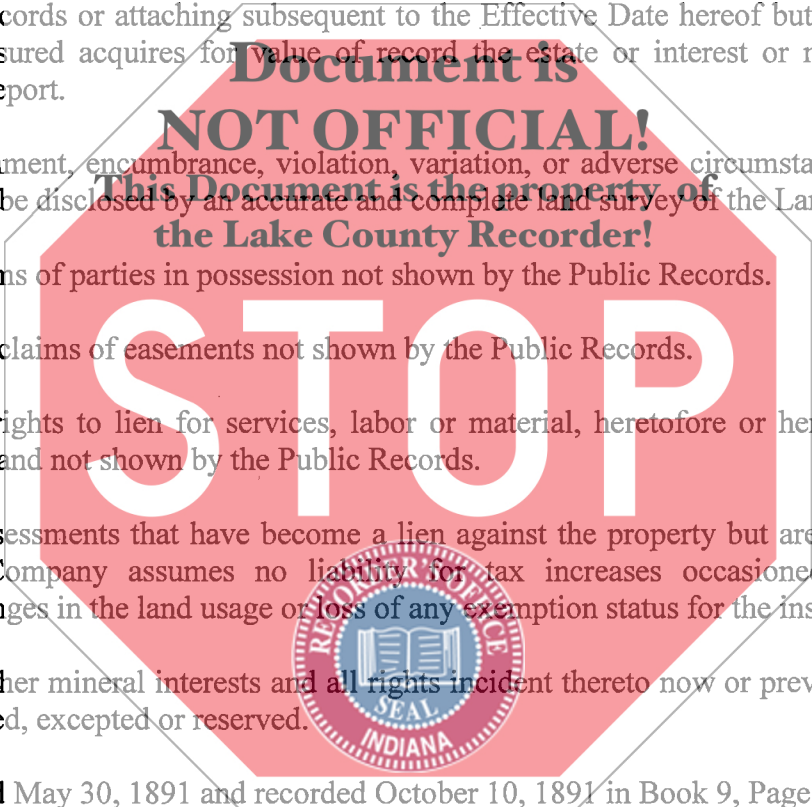
Easement Parcel:

Easements for Ingress/Egress for the benefit of Parcel 1, as granted on the plat of subdivision for Beacon Hill-Phase One, an addition to the City of Crown Point, Indiana, recorded in Plat Book 97, Page 46 in the Office of the Recorder of Lake County, Indiana, over and across Lots 1, 2, 3, 4, 5, 7, 10, 11, and 13 Beacon Hill-Phase One, an addition to the City of Crown Point, Indiana, as per plat thereof recorded in Plat Book 97, Page 46, in the Office of the Recorder of Lake County, Indiana, together with the benefits of the Amended and Restated Beacon Hill Retail Center (Phase One) Declaration of Reciprocal Easements and Operating Covenants dated September 22, 2005, and recorded September 26, 2005, as Document No. 2005-084398 in the Office of the Recorder of Lake County, Indiana.

EXHIBIT B

Permitted Encumbrances

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the report.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Rights or claims of parties in possession not shown by the Public Records.
4. Easements or claims of easements not shown by the Public Records.
5. Any lien or rights to lien for services, labor or material, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes and assessments that have become a lien against the property but are not yet due and payable. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any exemption status for the insured premises.
7. Oil, gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
8. Contract dated May 30, 1891 and recorded October 10, 1891 in Book 9, Page 408.
9. Pipeline Right of Way Easement and Release Agreement between Buckeye Pipe Line Company, L.P., a Delaware limited liability company, and I-65 Partners, LLC, an Indiana limited liability company, dated April 6, 2005 and recorded April 7, 2005 in Document No. 2005 027079.



10. Beacon Hill Retail Center (Phase One) Declaration of Reciprocal Easements and Operating Covenants by I-65 Partners, LLC, an Indiana Limited Liability Company, dated June 3, 2005 and recorded June 23, 2005 in Document No. 2005 051737. Assignment of Certain Common Area Maintenance Duties Under the Beacon Hill Retail Center (Phase One) Declaration of Reciprocal Easements and Operating Covenants by and between I-65 Partners, LLC, an Indiana limited liability company, and Van Til's Real Estate, LLC, an Indiana limited liability company, dated June 3, 2005 and recorded June 23, 2005 in Document No. 2005 051741.

11. Amended and Restated Beacon Hill Retail Center (Phase One) Declaration of Reciprocal Easements and Operating Covenants by KRG/I-65 Partners Beacon Hill, LLC, KRG/I-65 Partners Beacon Hill Lot 6, LLC, and Van Til's Real Estate, LLC, dated September 22, 2005 and recorded September 26, 2005 in Document No. 2005 084398. First Amendment to Amended and Restated Beacon Hill Retail Center (Phase One) Declaration of Reciprocal Easements and Operating Covenants by and among KRG/I-65 Partners Beacon Hill, LLC, Beacon Hill Lot 5, LLC, Maplewood 1031, LLC, Harris, N.A., a national association, Standard Redevelopment, Inc., an Illinois corporation, and Van Til's Real Estate, LLC, recorded May 26, 2011 in Document No. 2011 029207.

12. Memorandum of Lease between NEC Broadway & 109th LLC, an Illinois limited liability company, "Landlord", and Walgreen Co., an Illinois corporation, "Tenant", dated September 28, 2005 and recorded March 10, 2006 in Document No. 2006 020414.

13. Subordination, Non-Disturbance and Affirmation Agreement by and between UBS Real Estate Securities Inc., a Delaware corporation, "Mortgagee", Maplewood 1031, LLC, a Michigan limited liability company, "Landlord", and Walgreen Co., an Illinois corporation, "Tenant", recorded March 26, 2007 in Document 2007 024907.

14. Declaration of Storm Drainage Easement by KRG/I-65 Partners, LLC, an Indiana limited liability company, dated February 16, 2009 and recorded March 9, 2009 in Document No. 2009 014462.

15. Survey recorded August 21, 2009 in Document No. 2009 057934.

16. Terms and Conditions in Judgment between State of Indiana County of Lake State of Indiana, Plaintiff, and Maplewood 1031, LLC, Walgreen Co, UBS Real Estate Securities, Inc.,

and Lake County, Indiana, Defendants, dated October 17, 2013 and recorded November 25, 2013 in Document No. 2013 087795.

17. Limited Access Line along the West side of the land, as shown on the recorded plat of subdivision.

18. 20' Utility Easement affecting West 20 feet of the land, as shown on the recorded plat of said subdivision.

19. Easement for ingress/egress and utilities affecting part of the Northeast corner of the land, as shown on recorded plat of said subdivision.

20. 20' Utility Easement affecting South 20 feet of the land, as shown on recorded plat of said subdivision.

21. Easement for ingress/egress and utilities affecting East 15 feet of the land, as shown on recorded plat of said subdivision.

22. Building line affecting the West 35 feet of the land, as shown on recorded plat of said subdivision.

23. Building line affecting the South 35 feet of the land, as shown on recorded plat of said subdivision.

24. Survey No. S06811 as prepared by Plumb Tuckett & Associates dated December 18, 2006, last revised February 16, 2007, discloses:

a. Concrete and parking surfaces over utility lines and easements

25. Rights of way for drainage tiles, feeders and laterals, if any.

26. Taxes for the year 2016, due and payable in 2017.

27. Rights of tenants now in possession of the land under unrecorded leases or otherwise.

