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2017 087304

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 DEC 27 AM 9:24

MICHAEL B. BROWN
RECORDER

Limited Warranty Deed

(Lake County)

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THIS INDENTURE WITNESSETH, that **NOMAGON TITLE HOLDING 1, LLC**, a Delaware limited liability company, as nominee ("Grantor"), for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor by **PG WESTBROOK APARTMENTS LLC**, an Indiana limited liability company ("Grantee"), the receipt and sufficiency whereof are hereby acknowledged, has **GRANTED, SOLD AND CONVEYED**, and by these presents does hereby **GRANT, SELL AND CONVEY** unto Grantee, all of that certain real property situated in Lake County, Indiana, more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all buildings, improvements and fixtures located thereon, and all rights, ways, privileges and appurtenances pertaining thereto (collectively, the "**Property**").

SUBJECT, HOWEVER, to all conditions, restrictions, easements, limitations and rights-of-way of record, any liens for real estate taxes not yet due and payable, any matters which would be disclosed by an accurate survey of the Property, zoning or other governmental restrictions or rights of existing tenants in possession and each of the matters set forth in Exhibit B attached hereto and incorporated herein by reference. The Property is conveyed "as is" in its present condition.

TO HAVE AND TO HOLD, the Property, together with all and singular the rights and appurtenances thereto in anywise belonging subject to the aforesaid encumbrances, unto Grantee, forever; and the said Grantor does hereby bind Grantor to **WARRANT AND FOREVER DEFEND** the right and title to the above described property unto the said Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

THIS CONVEYANCE is further made subject to Grantee's acknowledgment and agreement upon acceptance of this Limited Warranty Deed that Grantee is solely responsible for determining the suitability of the Property for its purposes and that Grantee is not relying on any representation or the silence of Grantor with respect to the purchase. Grantee has relied solely on its investigation and analysis of the Property for all purposes. **GRANTEE ACKNOWLEDGES AND AGREES THAT ALL WARRANTIES, EXPRESS OR IMPLIED, EXCEPT THOSE WARRANTIES OF TITLE SET FORTH IN THIS DEED CONVEYING THE PROPERTY, ARE WAIVED AND DISCLAIMED AND GRANTEE BUYS AND ACCEPTS THE PROPERTY AS IS, WHERE IS, AND WITH ALL FAULTS. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT DULY WARRANT AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, ACCEPTANCE FOR TRANSFER, PROMISES, COVENANTS, AGREEMENTS OR**

DEC 24 2017 4 70 12 09 25
1747110125
JOHN E. PETALAS
LAKE COUNTY AUDITOR

When Recorded Return To: _____ #25100
First American Title Insurance Company
National Commercial Services
211 N. Pennsylvania St., Suite 1250
Indianapolis, IN 46204
File No: NCS _____ 233041-RTT

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GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE OF THE PROPERTY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT OF THE PROPERTY; (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (V) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (VI) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, GEOLOGY AND ENVIRONMENTAL CONDITION; (VII) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING BUT NOT LIMITED TO, TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990; (VIII) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (IX) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING BUT NOT LIMITED TO THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCE CONTROL ACT, AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING; (X) THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES, MATERIALS OR WASTES, POLLUTANTS OR CONTAMINANTS, MOLD, OR OTHER CONDITIONS AFFECTING HEALTH AT, ON, UNDER, OR ADJACENT TO THE PROPERTY; (XI) THE CONTENT, COMPLETENESS OR ACCURACY OF THE DUE DILIGENCE ITEMS OR TITLE COMMITMENT; (XII) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY, INCLUDING ANY PLANS AND SPECIFICATIONS THAT MAY HAVE BEEN OR MAY BE PROVIDED TO GRANTEE; (XIII) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING REQUIREMENTS; (XIV) DEFICIENCY OF ANY UNDERSHORING; (XV) DEFICIENCY OF ANY DRAINAGE; (XVI) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; (XVII) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; FLOOD ZONE OR OTHER NATURAL HAZARD; (XVIII) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE; (XIX) SERVICE OF THE PROPERTY BY WATER, POWER AND/OR ANY OTHER UTILITY; OR (XX) WITH RESPECT TO ANY OTHER MATTER.

Ad valorem taxes for the year of this Limited Warranty Deed have been prorated; accordingly, by its acceptance of this Limited Warranty Deed, Grantee assumes responsibility to pay all ad valorem taxes on the Property for such year and all subsequent years.

The undersigned person executing this Limited Warranty Deed on behalf of Grantor represents and certifies that he or she is a duly authorized representative of Grantor and has been fully empowered to execute and deliver this Limited Warranty Deed; that Grantor has full capacity to convey the real

property described herein; and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed as of the 21st day of November, 2017.

“GRANTOR”

NOMAGON TITLE HOLDING 1, LLC,
a Delaware limited liability company, as nominee

By: AEGON USA REALTY ADVISORS, LLC,
a Delaware limited liability company

MS

Document is
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Its: Manager

By:
Name:

Greg Dryden

Title:

GREG DRYDEN
VICE PRESIDENT

This Document is the property
of the Lake County Recorder!

STATE OF Iowa

)ss

COUNTY OF Linn

The foregoing instrument was acknowledged before me this 21st day of November, 2017, by Greg Dryden, the Vice President, of Aegon USA Realty Advisors, LLC, a Delaware limited liability company, the Manager of Nomagon Title Holding 1, LLC, a Delaware limited liability company, on behalf of said company.

NOTARIAL SEAL
IOWA
BARBIE J. ARMSTRONG
Commission Number 764856
My Commission Expires
9-27-19



Barbie J. Armstrong

Notary Public 764856 County, Linn
My commission expires: 9-27-19

*Type or print names beneath signatures in **BLACK INK**

Send tax statements to and
Grantee's mailing address is:

PG Westbrook Apartments LLC
7612 Woodward Avenue
Woodridge, Illinois 60517
Attn: Augustine Ponnezhan

After recording, return to Grantee.

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

This instrument was prepared by: Steven J. Rypma, Honigman Miller Schwartz & Cohn LLP, 350 E. Michigan Ave., Suite 300, Kalamazoo, Michigan 49007-3800.



EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 8 WEST, OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE NEW YORK CENTRAL RAILROAD, SAID POINT BEING THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE WITH THE WEST RIGHT-OF-WAY LINE OF TAFT STREET AND BEING MARKED BY A 1 INCH DIAMETER IRON PIPE; THENCE SOUTH 88 DEGREES 57 MINUTES 31 SECONDS WEST 800.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT WHICH IS LOCATED NORTH 88 DEGREES 57 MINUTES 31 SECONDS EAST 1791.92 FEET FROM THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE NORTH 01 DEGREES 02 MINUTES 29 SECONDS WEST 1207.54 FEET; THENCE SOUTH 53 DEGREES 38 MINUTES 59 SECONDS EAST 64.61 FEET; THENCE SOUTH 44 DEGREES 27 MINUTES 59 SECONDS EAST 1094.15 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE AFORESAID TAFT STREET; THENCE SOUTH 00 DEGREES 30 MINUTES 41 SECONDS EAST 373.67 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

PARCEL 2:

THE EAST 20.00 FEET OF WAVERLY PARK SUBDIVISION, SAID STRIP OF LAND BEING KNOWN AS ALLEY NO. 30 WEST AS DEDICATED TO THE CITY OF GARY IN THE RECORDED PLAT OF WAVERLY PARK SUBDIVISION; ALSO, THE NORTH 42.50 FEET OF LOT 8 AND THE SOUTH 7.50 FEET OF LOT 9, BLOCK 8; AND LOT 8; BLOCK 7, WAVERLY PARK SUBDIVISION.

PARCEL 3:

PARTS OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 8 WEST, OF THE SECOND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE NEW YORK CENTRAL RAILROAD AND 745.06 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1993.45 FEET TO THE SOUTHERLY LINE OF THE PROPERTY OWNED BY THE NEW YORK CENTRAL RAILROAD; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF THE PROPERTY OF THE NEW YORK CENTRAL RAILROAD, A DISTANCE OF 1317.50 FEET; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1207.54 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE NEW YORK CENTRAL RAILROAD; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID RAILROAD, A DISTANCE OF 1046.86 FEET TO THE PLACE OF BEGINNING, IN THE CITY OF GARY, INDIANA.

[LEGAL DESCRIPTION CONTINUED ON FOLLOWING PAGES]

EXCEPTING FROM SAID PARTS THOSE PORTIONS THEREOF CONVEYED TO THE BOARD OF PARK COMMISSIONERS OF THE CIVIL CITY OF GARY, INDIANA, BY DEED DATED AUGUST 24, 1961, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF A DEDICATED 20.00 FOOT WIDE ALLEY ON THE EAST LINE OF DEDICATED WAVERLY PARK SUBDIVISION, SAID POINT OF BEGINNING BEING 266.80 FEET NORTH OF THE CENTERLINE OF DEDICATED 60.00 FOOT WIDE 6TH AVENUE AND 745.00 FEET EAST OF THE CENTERLINE OF CHASE STREET, WHICH IS THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE CONTINUING NORTHERLY ON SAID EAST LINE OF SAID 20.00 FOOT WIDE ALLEY, A DISTANCE OF 289.92 FEET TO THE SOUTHWESTERLY LINE OF A 20.00 FOOT WIDE DEDICATED ALLEY, THE SOUTH LINE OF WHICH IS 151.00 FEET SOUTHWESTERLY OF AND PARALLEL TO THE CENTERLINE OF THE EAST BOUND MAIN OF THE PITTSBURGH, FORT WAYNE AND

CHICAGO RAILROAD; THENCE SOUTHEASTERLY ON SAID SOUTHWESTERLY LINE OF THE 20.00 FOOT WIDE DEDICATED ALLEY, A DISTANCE OF 467.81 FEET TO THE NORTH LINE OF 20.00 FOOT TRAVELED WAY WHICH IS NOT A DEDICATED ALLEY; THENCE WESTERLY ON THE NORTH LINE OF SAID 20.00 FOOT WIDE TRAVELED WAY, A DISTANCE OF 372.00 FEET TO THE POINT OF BEGINNING. ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF 50.00 FOOT WIDE 7TH PLACE WITH THE EAST LINE OF 50.00 FOOT WIDE WAVERLY DRIVE, SAID POINT OF INTERSECTION BEING 956.00 FEET EASTERLY OF THE CENTERLINE OF CHASE STREET, WHICH IS ALSO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY ON THE EAST LINE OF SAID WAVERLY DRIVE 125.00 FEET TO A POINT OF CURVE; THENCE SOUTHERLY AND EASTERLY ON SAID CURVE OF 225.00 FEET RADIUS, CONVEX TO THE SOUTHWEST, 46.07 FEET TO THE NORTH LINE OF A 20.00 FOOT WIDE DEDICATED ALLEY; THENCE NORTHEASTERLY ON SAID NORTH LINE OF 20.00 FOOT DEDICATED ALLEY 115.26 FEET; THENCE CONTINUING EASTERLY ON SAID NORTH LINE OF THE 20.00 FOOT DEDICATED ALLEY WHICH DEFLECTS 09 DEGREES 12 MINUTES 40 SECONDS TO THE SOUTH FROM AFORESAID 115.26 FOOT LINE, 265.57 FEET TO THE WESTERLY LINE OF SAID 20.00 FOOT DEDICATED ALLEY; THENCE CONTINUING NORTHEASTERLY ON THE WEST LINE OF SAID 20.00 FOOT DEDICATED ALLEY, WHICH IS A LINE THAT MAKES AN INTERIOR ANGLE OF 114 DEGREES 19 MINUTES 47 SECONDS MEASURED WEST THRU NORTH TO NORTHEAST WITH AFORESAID 265.57 FOOT LINE, 136.54 FEET; THENCE CONTINUING NORTH ON SAID WEST LINE OF THE 20.00 FOOT DEDICATED ALLEY, WHICH IS A LINE THAT MAKES AN INTERIOR ANGLE OF 158 DEGREES 00 MINUTES 48 SECONDS MEASURED SOUTHWEST THRU WEST TO NORTH WITH AFORESAID 136.54 FOOT LINE, 146.45 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE THAT MAKES AN INTERIOR ANGLE OF 95 DEGREES 03 MINUTES 25 SECONDS MEASURED SOUTH THRU WEST TO NORTHWEST WITH AFORESAID 146.45 FOOT LINE, 172.42 FEET TO THE DEDICATED SOUTHEASTERLY CURVED LINE OF 7TH PLACE, WHICH IS A CURVE OF 200.00 FOOT RADIUS, CONVEX TO THE SOUTHEAST, 246.01 FEET TO A POINT OF TANGENT; THENCE CONTINUING WESTERLY ON THE SOUTH LINE OF DEDICATED 7TH PLACE, 69.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, THOSE PARTS CONVEYED TO THE CITY OF GARY MUNICIPAL CORPORATION FOR PUBLIC STREETS AND ALLEYS, ASSETS FORTH IN QUITCLAIM DEED RECORDED JANUARY 30, 1952 IN DEED RECORD 907, PAGE 403.

[LEGAL DESCRIPTION CONTINUED ON FOLLOWING PAGES]

THE ABOVE DESCRIBED LAND ALSO BEING DESCRIBED BY METES AND BOUND DESCRIPTION AS FOLLOWS:

METES & BOUNDS LEGAL DESCRIPTION FOR PARCEL 1:

PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE NEW YORK CENTRAL RAILROAD AND 745.06 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 57 MINUTES 31 SECONDS WEST 20.00 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 29 SECONDS WEST 591.32 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 31 SECONDS WEST 109.00 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 29 SECONDS WEST 50.00 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 31 SECONDS EAST 109.00 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 29 SECONDS WEST 750.00 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 31 SECONDS WEST 109.00 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 29 SECONDS WEST 50.00 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 31 SECONDS EAST 109.00 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 2 SECONDS WEST 261.72 FEET; THENCE NORTH 8 DEGREES 34 MINUTES 07 SECONDS EAST 20.00 FEET; THENCE SOUTH 01 DEGREES 02 MINUTES 29 SECONDS EAST 1703.53 FEET TO THE POINT OF BEGINNING. CONTAINING 1.04 ACRES (45.128 SQUARE FEET) OF LAND, MORE OR LESS.

METES & BOUNDS LEGAL DESCRIPTION FOR PARCEL 2:

PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE NEW YORK CENTRAL RAILROAD AND 745.06 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 01 DEGREES 02 MINUTES 29 SECONDS WEST 1703.53 FEET; THENCE NORTH 87 DEGREES 34 MINUTES 07 SECONDS EAST 374.30 FEET; THENCE SOUTH 54 DEGREES 08 MINUTES 41 SECONDS EAST 841.25 FEET; THENCE SOUTH 01 DEGREES 02 MINUTES 29 SECONDS EAST 1207.54 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 31 SECONDS WEST 1046.86 FEET TO THE POINT OF BEGINNING.

EXCEPT: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF 50.00 FOOT WIDE 7TH PLACE WITH THE EAST LINE OF 50.00 FOOT WIDE WAVERLY DRIVE; THENCE SOUTH 00 DEGREES 29 MINUTES 51 SECONDS EAST 125.00 FEET; THENCE SOUTHERLY 46.07 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 225.00 FEET, AND CHORD BEARING SOUTH 06 DEGREES 21 MINUTES 48 SECONDS EAST 45.99 FEET; THENCE NORTH 74 DEGREES 04 MINUTES 15 SECONDS EAST 115.26 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 38 SECONDS EAST 265.57 FEET; THENCE NORTH 24 DEGREES 01 MINUTES 13 SECONDS EAST 136.54 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 20 SECONDS WEST 146.45 FEET; THENCE SOUTH 88 DEGREES 11 MINUTES 20 SECONDS EAST 182.74 FEET; THENCE SOUTHWESTERLY 246.01 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND CHORD BEARING SOUTH 52 DEGREES 56 MINUTES 23 SECONDS WEST 230.79 FEET; THENCE NORTH 88 DEGREES 10 MINUTES 41 SECONDS EAST 69.00 FEET TO THE POINT OF BEGINNING. CONTAINING 35.11 ACRES (1,529,392 SQUARE FEET) OF LAND, MORE OR LESS.

[LEGAL DESCRIPTION CONTINUED ON FOLLOWING PAGE]

METES & BOUNDS LEGAL DESCRIPTION FOR OVERALL PARCEL:

PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 8 WEST, OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE NEW YORK CENTRAL RAILROAD AND 745.06 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 57 MINUTES 31 SECONDS WEST 20.00 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 29 SECONDS WEST 591.32 FEET THENCE; SOUTH 88 DEGREES 57 MINUTES 31 SECONDS WEST 109.00 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 29 SECONDS WEST 50.00 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 31 SECONDS EAST 109.00 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 29 SECONDS WEST 750.00 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 31 SECONDS WEST 109.00 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 29 SECONDS WEST 50.00 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 31 SECONDS EAST 109.00 FEET; THENCE NORTH 01 DEGREES 02 MINUTES 29 SECONDS WEST 261.72 FEET; THENCE NORTH 8 DEGREES 34 MINUTES 07 SECONDS EAST 394.30 FEET; THENCE SOUTH 54 DEGREES 0 MINUTES 41 SECONDS EAST 841.25 FEET; THENCE SOUTH 01 DEGREES 02 MINUTES 29 SECONDS EAST 1207.54 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 31 SECONDS WEST 1046.86 FEET TO THE POINT OF BEGINNING.

EXCEPT: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF 50.00 FOOT WIDE 7TH PLACE WITH THE EAST LINE OF 50.00 FOOT WIDE WAVERLY DRIVE; THENCE SOUTH 00 DEGREES 29 MINUTES 51 SECONDS EAST 125.00 FEET; THENCE SOUTHERLY 46.07 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 225.00 FEET AND CHORD BEARING SOUTH 06 DEGREES 21 MINUTES 48 SECONDS EAST 45.99 FEET; THENCE NORTH 74 DEGREES 04 MINUTES 15 SECONDS EAST 115.26 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 38 SECONDS EAST 265.57 FEET; THENCE NORTH 24 DEGREES 01 MINUTES 13 SECONDS EAST 136.54 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 20 SECONDS WEST 146.45 FEET THENCE SOUTH 88 DEGREES 11 MINUTES 20 SECONDS EAST 182.74 FEET; THENCE SOUTHWESTERLY 246.01 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND CHORD BEARING SOUTH 52 DEGREES 56 MINUTES 23 SECONDS WEST 230.79 FEET; THENCE NORTH 88 DEGREES 10 MINUTES 41 SECONDS EAST 69.00 FEET TO THE POINT OF BEGINNING.

[END OF LEGAL DESCRIPTION]

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Right or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land.
4. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes, or special assessments, if any, not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances.
7. Real Estate taxes for the year 2017 (payable 2018) are a lien but not yet due and payable.
8. Lease and the terms, covenants and conditions thereof between Westbrook Associates, LLC, as Lessor and Network Multi-Family Security Corporation, as Lessee, relating to Alarm Services Agreement dated July 21, 1998, as disclosed by Memorandum of Lease (Notice of Agreement), recorded November 20, 1998 as Instrument No. 98092181.
9. Grant of Easement in favor of Cablevision Associates of Gary Joint Venture, recorded January 9, 2007 as Instrument No. 2007-002356.
10. Grant of Easement in favor of Cablevision Associates of Gary Joint Venture, recorded March 1, 2012 as Instrument No. 2012-014680.
11. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Waverly Park, as recorded in Plat Book 27, Page(s) 1, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
12. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
13. Rights of the Public, the State of Indiana and the Municipality in and to that part of the land, if any, taken and used for road purposes, including utility rights of way.
14. Minerals or mineral rights or any other subsurface substances (including, without limitations, oil, gas and coal) and all rights incidents thereto, now or previously leased, granted, excepted or reserved.
15. Existing unrecorded leases, if any, and rights of all parties claiming thereunder.
16. Rights of way for railroads, switch tracks or spur tracks, if any, and right of the railroad company to the use, operation, maintenance and repair of same.