

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2019 022815

2019 APR 22 AM 9:22

MICHAEL B. BROWN
RECORDER

SHERIFF'S DEED

THIS INDENTURE WITNESSETH, that Rogelio Dominguez, as Sheriff of Lake County, State of Indiana, conveys to **SURSEE IMPROVEMENTS, LLC**, in consideration of the sum of **Ten and 00/100 Dollars (\$10.00)**, the receipt of which is hereby acknowledged, on sale held on April 5, 2019, and made by virtue of a decree judgment, issued from the Circuit Court of Lake County, in the State of Indiana, pursuant to the laws of said State on October 15, 2018, in Cause No. 45C01-1712-MF-00210, wherein UP Improvements, LLC was Defendant, in consideration of said sum aforesaid, the following described real estate in Lake County, Indiana, to-wit:

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See attached Exhibit "A".
This Document is the property of the Lake County Recorder!

To have and to hold the premises aforesaid, with the privileges and appurtenances to said purchaser, their grantees and assigns, forever, in full and ample manner with all rights, title and interest held or claimed by the aforesaid Defendants.

Sursee Improvements, LLC is the owner of certain fixtures and personal property located at and upon the Real Estate more particularly described in the attached Exhibit "B".

IN WITNESS WHEREOF, I, THE UNDERSIGNED, Sheriff aforesaid, have hereunto set my hand and seal, this 5 day of April, 2019.

SHERIFF OF LAKE COUNTY, INDIANA



Oscar Martinez, Jr.

DULY ENTERED FOR TAXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER

APR 17 2019

JOHN E. PETALAS
LAKE COUNTY AUDITOR

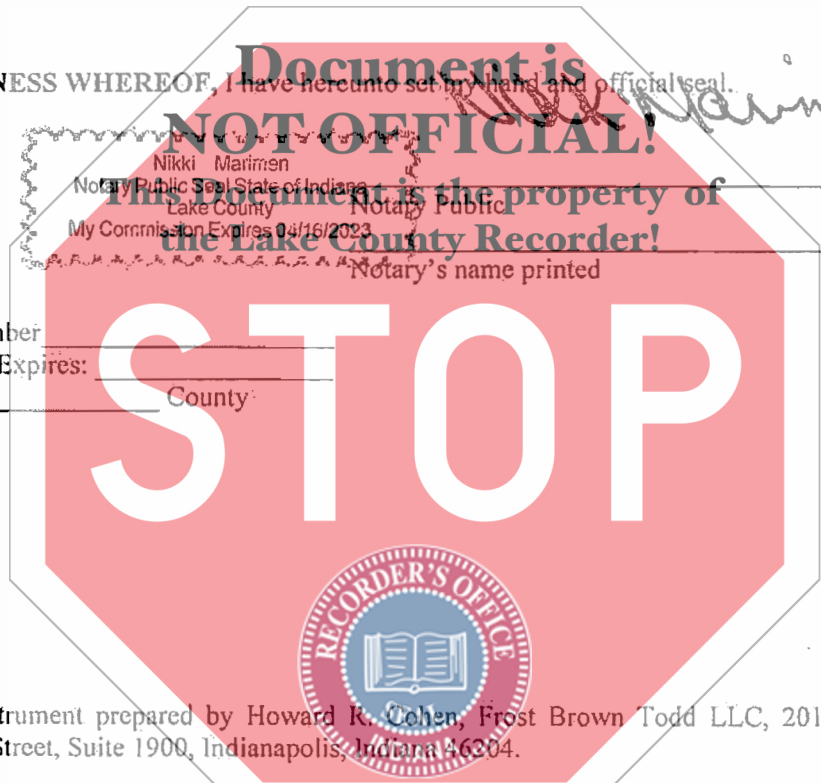
041085

\$ 25.00
1122292
AB

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

On the 5 day of April, 2019, personally appeared Oscar Martinez, Jr., in the capacity of Sheriff of said County, and acknowledged the execution of the foregoing deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Document is NOT OFFICIAL!
Nikki Marinen
Nikki Marinen
Notary Public Seal State of Indiana
Lake County Notary Public
My Commission Expires 04/16/2023
Notary's name printed

Commission Number _____
My Commission Expires: _____
Resident of _____ County: _____

This instrument prepared by Howard R. Cohen, Frost Brown Todd LLC, 201 North Illinois Street, Suite 1900, Indianapolis, Indiana 46204.

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. Howard R. Cohen

Return Deed and Send Tax Bills to: 565 Taxter Road, Suite 400
Elmsford, NY 10523

Exhibit A

PARCEL I:

That part of the East 12 chains of the West 16 chains of the Southwest quarter of the Northwest quarter lying Southwest of the Westerly right of way line of the Chesapeake and Ohio Railroad Company, in Section 21, Township 36 North, Range 9 West of the 2nd P.M., in the Town of Highland, Lake County, Indiana, more particularly described as:

Beginning at a point on the South line of the Northwest Quarter of said Section, 1056 feet East of the West line of the Northwest Quarter of said Section; thence North 89 degrees 01 minutes 30 seconds West, along the South line of said Northwest Quarter, 526.0 feet, to a point on the South line of said Northwest quarter which is 530.00 feet East of the Southwest corner of said Northwest Quarter; thence North 00 degrees 00 minutes 00 seconds West, parallel with the West line of said Northwest Quarter, 19634 feet, thence North 53 degrees 10 minutes 00 seconds East, to the Westerly right of way line of the Chesapeake and Ohio Railroad Company, 310.90 feet, thence South 36 degrees 49 minutes 00 seconds East, along the Westerly right of way line of the Chesapeake and Ohio Railroad Company, 46238 feet to a point 1056 feet East of the West line of said Northwest Quarter; thence South 00 degrees 00 minutes 00 seconds East, parallel with the West line of said Northwest Quarter, 21.51 feet, to the point of beginning.

Non-Exclusive Easement Rights for Ingress and Egress as created in Indent= of Easement dated October 22, 1963, recorded December 26, 1963 in Miscellaneous Record 884, page 57, Document No. 53445 7 in the Office of the Recorder of Lake County, Indiana.

Tax Id. No. 16-27-0008-0022 / 45-07-21-151-005-000-026 Commonly known as: 8333-57 Indianapolis Boulevard, Highland, IN 46322.

PARCEL II:

The North 670 feet of Lot 1 in Park Addition to Highland as shown in Plat Book 28, page 22; also a part of Lot 1, in Park Addition to Highland, as shown in Plat Book 28, page 22, more particularly described as beginning at a point 855 feet Southwesterly from the East line of Lot 1 measured along the Southeasterly line of Lot 1; thence Northwesterly measured at right angles with the last described line a distance of 143.64 feet to the South line of the North 670 feet of said Lot 1; thence East along the South line of the North 670 feet to the Southeasterly line of said Lot 1 a distance of 197.88

feet; thence Southwesterly along the Southeasterly line of Lot 1 a distance of 136.10 feet to the point of beginning, in the Town of Highland, Lake County, Indiana.

EXCEPTING THEREFROM properly conveyed to the State of Indiana by Warranty Deed recorded November 30, 2000 as Document No. 2000 087329 and a Quit-Claim Deed recorded November 30, 2000 as Document No. 2000 087330.

Non-Exclusive Easement Rights for Ingress and Egress as created in Indenture of Easement dated October 22, 1963, recorded December 26, 1963 in Miscellaneous Record 884, page 57, Document No. 534457 in the Office of the Recorder of Lake County, Indiana.

Tax Id. No. 16-27-0195-0003 / 45-07-21-301-001-000-026 Commonly known as: 8401 Indianapolis Boulevard, Highland, IN 46322



EXHIBIT B
COLLATERAL

All of Defendant UP Improvements, LLC's ("Borrower") right, title and interest in and to the following (the "Collateral"), each as they pertain to the Real Estate as described in the Mortgage (Section 1.1(d) through 1.1(n)) and the foregoing Exhibit A:

(d) Fixtures and Personal Property. All machinery, equipment, goods, inventory, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements) or appurtenant thereto, and usable in connection with the present or future use, maintenance, enjoyment, operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements, and the right, title and interest of Borrower in and to any of the Personal Property (as hereinafter defined) which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above;

(e) Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. § 101 et seq. as the same may be amended from time to time (the "Bankruptcy Code") (individually, a "Lease"; collectively, the "Leases") and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents (including all tenant security and other deposits), additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(f) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(g) Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(h) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) **Conversion.** All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(i) **Rights.** The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(k) **Agreements.** All agreements, contracts (including purchase, sale, option, right of first refusal and other contracts pertaining to the Property), certificates, instruments, franchises, permits, licenses, approvals, consents, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property (including any improvements or respecting any business or activity conducted on the Land and any part thereof) and all right, title and interest of Borrower therein and thereunder;

(l) **Trademarks.** All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and 01 other general intangibles relating to or used in connection with the operation of the Property;

(m) **Accounts.** All accounts, accounts receivable, escrows (including, without limitation, all escrows, deposits, reserves and impounds established pursuant to that certain Escrow Agreement for Reserves and Impounds of even date herewith between Borrower and Lender (hereinafter, the "Escrow Agreement")), documents, instruments, chattel paper, deposit accounts, investment property, claims, reserves (including deposits) representations, warranties and general intangibles, as one or more of the foregoing terms may be defined in the Uniform Commercial Code, and all contract rights, franchises, books, records, plans, specifications, permits, licenses (to the extent assignable), approvals, actions, choses, commercial tort claims, suits, proofs of claim in bankruptcy and causes of action which now or hereafter relate to, are derived from or are used in connection with the Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively called the "Intangibles"), and

(n) **Other Rights.** Any and all other rights of Borrower in and to the Property and any accessions, renewals, replacements and substitutions of all or any portion of the Property and all proceeds derived from the sale, transfer, assignment or financing of the Property or any portion thereof.