

978660 115
Mail Tax Bills To:

Walgreens Company
200 Wilmont Road, Store 5853
Deerfield, IL 60014

2019-088107

2019 Dec 19 10:42 AM

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

WARRANTY DEED

4
THIS INDENTURE, made as October 23rd, 2019, effective October 25, 2019 by and between THREE WALLS LLC, a Pennsylvania limited liability company, party of the first part, and SDG SCHERERVILLE LLC, an Illinois limited liability company, party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten and No/100 Dollars in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL, REMISE, RELEASE AND CONVEY unto the party of the second part, and to its heirs and assigns, FOREVER, the following described real estate, situated in the County of Johnson and State of Indiana known and described as follows, to wit:

See Exhibit "A" attached hereto and made a part hereof.

Together with all of the party of the first part's right, title and interest in the improvements, hereditaments, easements and appurtenances thereunto belonging, or in anyway appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, either in law or equity, of, in and to the above described premises, with the improvements, hereditaments, easements and appurtenances (collectively, the "Property"): TO HAVE AND TO HOLD the Property, unto the party of the second part, its heirs and assigns forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, its heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as provided on Exhibit B, and WILL WARRANT AND DEFEND against all persons lawfully claiming or to claim the same, by through or under it, subject to Permitted Exceptions (as defined in the Contract for the Sale between the party of the first part and party of the second part), and not otherwise.

DOCUMENT ENTERED FOR TAXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER

DEC 17 2019

044411

JOHN E. PETALAS
LAKE COUNTY AUDITOR

25-G
228827349
OK
D

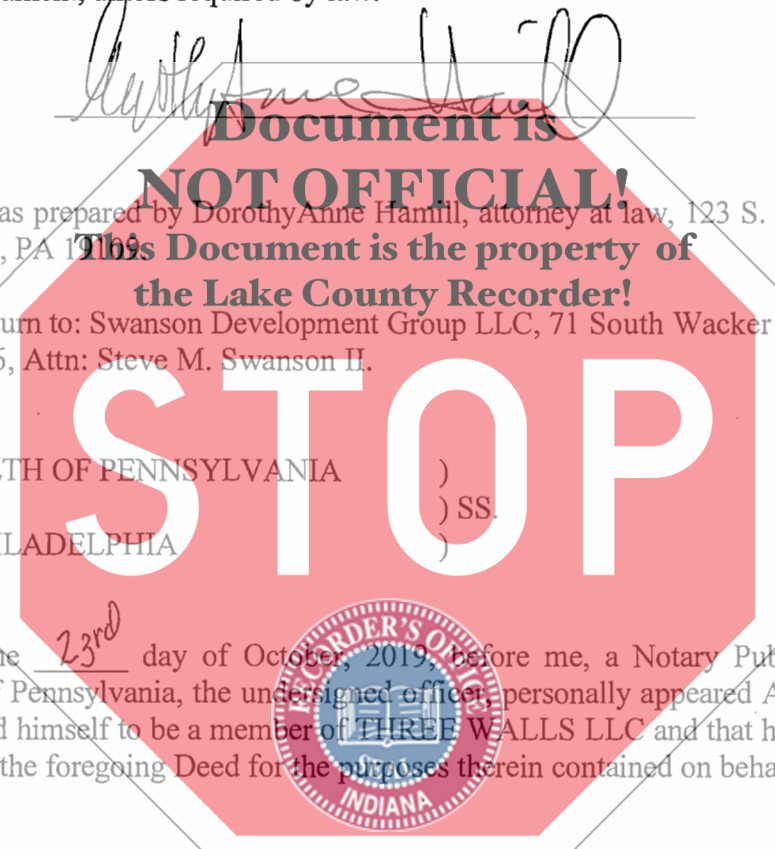
IN WITNESS WHEREOF, said party of the first part has executed this Warranty Deed as of the date first above written.

THREE WALLS LLC

By: *Abraham Nechemia*
Abraham Nechemia, Member

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.

Abraham Nechemia



This instrument was prepared by Dorothy Anne Hamill, attorney at law, 123 S. Broad Street, Suite 2100, Philadelphia, PA 19102.

After recording return to: Swanson Development Group LLC, 71 South Wacker Drive, Suite 2760, Chicago, IL 60606, Attn: Steve M. Swanson II.

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF PHILADELPHIA)

On this, the 23rd day of October, 2019, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Abraham Nechemia who acknowledged himself to be a member of THREE WALLS LLC and that he, being authorized to do so, executed the foregoing Deed for the purposes therein contained on behalf of the Company, as such member.

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

My Commission Expires:

Michele N. Stewart
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MICHELE N. STEWART, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 8, 2020

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: LOT 1, TEIBEL'S SECOND ADDITION UNIT 1, AN ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 89 PAGE 35, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 2: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AND CROSS-ACCESS EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS DATED AUGUST 23, 2000 AND RECORDED AUGUST 28, 2000, AS DOCUMENT NUMBER 2000 062159, FOR THE PURPOSE OF ACCESS, INGRESS AND EGRESS, UTILITY FACILITIES AND SIGNAGE OVER AND THROUGH THE INTERNAL ACCESS ROADWAYS AND ACCESS POINTS LOCATED ON PARCELS A, A-1, B AND D AS SHOWN ON THE SITE PLAN RECORDED AS DOCUMENT 2000 062159 IN PLAT BOOK 89, PAGE 18.

PARCEL 3: NON-EXCLUSIVE EASEMENT FOR THE PURPOSE OF WATER DETENTION AND DRAINAGE FACILITIES FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PROPERTY OWNERS AGREEMENT AND DECLARATION OF EASEMENTS AND RESTRICTIONS DATED AUGUST 23, 2000 AND RECORDED AUGUST 28, 2000, AS DOCUMENT NO. 2000 062158, IN LAKE COUNTY, INDIANA.

Parcel No.: 20-13-0722-0001

45-11-16-102-008-000-036



EXHIBIT B

ENCUMBRANCES

1. Terms, provisions and conditions contained in Lease by and between Perch Partners, L.L.C., Lessor, and Walgreen Co., Lessee, dated June 28, 2001 as disclosed by a Memorandum of Lease recorded July 25, 2001 as document 2001-058669, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee. Note: Said lease term commences on February 26, 2001 and continuing to and including February 1, 2076.
2. Right of First Refusal as contained in Memorandum of Lease recorded July 25, 2001 as document 2001-058669, and the terms and provisions contained therein.
3. Terms, provisions and conditions of Property Owners Agreement and Declaration of Easements and Restrictions dated August 23, 2000, and recorded August 28, 2000, as instrument number 2000 062158, made by and between Teibel's Second Property Owners Association, Inc., an Indiana not for profit corporation ('POA'), Teibels, Inc. ('Teibel') and Perch Partners, L.L.C., an Indiana limited liability company ('Perch Partners').
4. Terms, provisions and conditions of Reciprocal Easement and Cross-Access Easement Agreement, with Covenants, Conditions and Restrictions dated effective August 23, 2000, and recorded August 28, 2000, as instrument number 2000 062159, made by and between Lake County Trust Company, an Indiana corporation, as Trustee under the provisions of a Trust Agreement dated the 11th day of September, 1968, known as Trust No. 1435, and Teibels, Inc., Perch Partners, L.L.C., an Indiana limited liability company and the Teibel's Second Property Owners Association, Inc., an Indiana not-for-profit corporation.
5. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Teibel's Second Addition Unit 1, as recorded in Plat Book 89, Page(s) 35, 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).
6. Rights of the adjoining owners in and to the concurrent use of said easement.