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GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2021-043302

8:40 AM 2021 Jun 21

This instrument was prepared by:

This instrument was prepared by:
Nelson Mullins Riley & Scarborough LLP
Attn: Jenna Lasseter, Esq.
201 17th Street NW, Suite 1700
Atlanta, Georgia 30363

After recording mail to:

ExchangeRight Real Estate, LLC
1055 East Colorado Blvd., Suite 310
Pasadena, California 91106
Attn: Legal Department

Mail tax bills to:

ExchangeRight Real Estate, LLC
P.O. Box 60308
Pasadena, California 91116
Attn: Legal Department

Tax Key/ID Number(s):

45-07-32-478-001.000-026

For Recorder's Use Only

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of this 9th day of June, 2021, by **WIM FMB PORTFOLIO OWNER, LLC**, a Delaware limited liability company (hereinafter called the "Grantor"), whose address is 3280 Peachtree Road NE, Suite 2770, Atlanta, GA 30305, to and **EXCHANGERIGHT NET-LEASED PORTFOLIO 50 DST**, a Delaware statutory trust (hereinafter called the "Grantee"), whose address is 1055 East Colorado Boulevard, Suite 310, Pasadena, California 91106.

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate in Lake County, Indiana, being more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

TOGETHER with all improvements thereon and all rights, interests, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining,

TO HAVE AND TO HOLD the same in fee simple, forever.

This conveyance is subject to the items set forth on Exhibit B

RETURN TO
Chicago Title
Closer: AJ
File No. 1-CT/V

25
#13589
TS
E

DULY ENTERED FOR TAXATION SUBJECT
TO FINAL ACCEPTANCE FOR TRANSFER

JUN 18 2021

JOHN E. PETALAS
LAKE COUNTY AUDITOR

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AND, the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whosoever claim by, through or under Grantor, and no others.

[SIGNATURE PAGE TO FOLLOW]

Property of Lake County Recorder

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IN WITNESS WHEREOF, the Grantor has caused these presents to be executed as of the day and year first above written.

GRANTOR:

WIM FMB PORTFOLIO OWNER, LLC,
a Delaware limited liability company

By: *William I. Markwell, III*
Name: William I. Markwell, III
Its: President

STATE OF Georgia

COUNTY OF Fulton

I hereby certify that, on June 1, 2021, William I. Markwell, III, a person who was known to me or who provided satisfactory and credible evidence that he or she was the individual named in the foregoing instrument, appeared before me in person and acknowledged before me that (1) he or she held the title of President of WIM FMB PORTFOLIO OWNER, LLC, a Delaware limited liability company, (2) he or she executed and delivered the foregoing instrument on behalf of said corporation by proper authority, and (3) the execution and delivery of the foregoing instrument was the free and voluntary act of said corporation for the purposes stated in such instrument.

Affix Notary Stamp/Seal Below:

Sandy Riley
Notary Public
Print Name: Sandy Riley

[SEAL]

Expiration Date of Commission: 10/28/2022
License or Serial Number (if applicable): N/A



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

EXHIBIT A TO DEED

Legal Description of the Property

First Midwest Bank 52

Lot 1 in Bank Calumet Addition, a Planned Unit Development in the Town of Highland, as per plat thereof, recorded in Plat Book 82, page 76, in the Office of the Recorder of Lake County, Indiana, EXCEPT that part deeded to the State of Indiana for the Right of Way, recorded May 24, 2002 as Document No. 2002-048224.

And non-exclusive easements for service driveways, parking areas, drainage facilities and common utility facilities as created and established in that certain Covenants, conditions, restrictions and easements as set out in Bank Calumet Addition Declaration of Reciprocal Easements and Operating Covenants, recorded August 28, 1998 as Instrument No. 98067975. Modified by First Amendment to the Bank Calumet Addition Declaration of Reciprocal Easements and Operating Covenants, recorded January 5, 1999 as Instrument No. 99000203 and Second Amendment to the Bank Calumet Addition Declaration of Reciprocal Easements and Operating Covenants, recorded November 15, 1999 as Instrument No. 99093733 in the Office of the Recorder of Lake, Indiana.

Property Address: 10322 Indianapolis Blvd., Highland, IN

Property of Lake County Recorder

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EXHIBIT B TO DEED

List of Permitted Encumbrances

1. Any defect, lien, encumbrance, adverse claim, or other matter that appear for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I---Requirements are met.
2. Rights or claims of parties in possession not shown by Public Records.
3. 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.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
7. Taxes for the years 2020 and 2021 and subsequent years.
8. Municipal assessments, if any, assessed against the land.
9. Covenants, conditions and restrictions as set out in Declaration Creating Protective and Restrictive Covenants, recorded September 27, 1995 as Instrument No. 95058228.

Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
10. Drainage and utility easements as set out on the Plat of Bank Calumet Addition, recorded in Plat Book 82, page 76 as shown on the survey prepared by NV5/Bock & Clark Corporation dated April 29, 2021, last revised May 27, 2021 and known as Project No. 202102164-002 CAS (the "Survey").
11. Covenants, conditions, restrictions and easements as set out in Bank Calumet Addition Declaration of Reciprocal Easements and Operating Covenants, recorded August 28, 1998 as Instrument No. 98067975. Modified by First Amendment to the Bank Calumet Addition Declaration of Reciprocal Easements and Operating Covenants, recorded January 5, 1999 as Instrument No. 99000203 and Second Amendment to the Bank Calumet Addition Declaration

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of Reciprocal Easements and Operating Covenants, recorded November 15, 1999 as Instrument No. 99093733.

Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

12. Rights of First Midwest Bank, Tenant, and all those claiming by, through and under them, pursuant to Memorandum of Lease Agreement by FMB Portfolio BD Owner, LLC, Landlord, dated September 27, 2016 and recorded October 19, 2016 as Document No. 2016 069998, for its term, upon and subject to all of the provisions contained therein, including a Right of First Offer evidenced by the unrecorded lease dated September 27, 2016. As affected by an Assignment and Assumption of Leases by and between FMB Portfolio BD Owner, LLC, and WIM FMB Portfolio Owner, LLC, dated August 11, 2017 and recorded September 1, 2017, as Instrument Number 2017-059398. As further affected by that certain Memorandum of Assignment of Memorandum of Lease dated 6/19, 2021 and recorded 6/21, 2021 as Instrument No. 2021 045501.

Note: The Right of First Offer has been waived with respect to the transaction vesting title in the Insured pursuant to the unrecorded counter-signed Sale Election Notices dated May 24, 2017.

13. Subordination, Non-Disturbance and Attornment Agreement made by and among WIM FMB Portfolio Owner, LLC, First Midwest Bank, and JPMorgan Chase Bank, National Association, dated January 15, 2020, and recorded January 28, 2020, as Instrument Number 2020-006809.
14. Rights of other tenants in possession, if any, as tenants only under unrecorded leases.
15. The Survey discloses the following item:
 - (a) block wall and landscaping crosses property line by 2.5 feet in the northeasterly corner portion of the Land.