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DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Apr 05 2023 GM

PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

2023-509982
04/05/2023 03:38 PM
TOTAL FEES: 25.00
BY: JAS
PG #: 7

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that DAY INVESTMENTS, LLC, an Indiana limited liability company, also known and which took title as D.A.Y. Investments, L.L.C., Debtor-in-Possession under Chapter 11 Bankruptcy filed September 18, 2017 under Case No. 17-22665 ("Grantor"), GRANTS, CONVEYS, and SPECIALLY WARRANTS to WINDY CITY ACQUISITIONS, LLC, an Indiana limited liability company ("Grantee"), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and that certain Order Granting Motion to Approve Sale of 2807 King Street Property Owned by D.A.Y. INVESTMENTS, LLC to Windy City Acquisitions, LLC Free and Clear of Liens, Claims and Encumbrances, filed in the United States Bankruptcy Court for the Northern District of Indiana Hammond Division, attached hereto as Exhibit A, for certain real estate generally located at 2807 King Street, Gary, Lake County, Indiana, which real estate is more particularly described in Exhibit B, attached hereto and incorporated herein by this reference, together with all tenancies and appurtenances belonging thereto (the "Real Estate").

This conveyance is subject to: (A) the lien for non-delinquent real estate taxes and assessments, (B) those matters which are identified on Exhibit C attached hereto and made a part hereof.

Grantor, as his sole and limited warranty herein, specially warrants to Grantee, its successors and assigns, that he will forever defend title to the Real Estate (subject to all matters to which this conveyance is hereinabove made subject) against only those claims of persons claiming title to or asserting claims affecting title to the Real Estate, or any part thereof, by, through or under Grantor, but not otherwise.

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IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective as of March 31, 2023.

GRANTOR:

DAY INVESTMENTS, LLC, an Indiana limited liability company, also known as
D.A.Y. INVESTMENTS, L.L.C., Debtor-in-Possession
Under Chapter 11 Bankruptcy under Case No. 17-22665

By: [Signature]
Andrew L. Young, Manager

STATE OF Illinois)
) SS:
COUNTY OF Cook)

Before me, a Notary Public in and for the State of Illinois, personally appeared Andrew L. Young, the Manager of DAY INVESTMENTS, LLC, an Indiana limited liability company, also known as D.A.Y. INVESTMENTS, L.L.C., Debtor-in-Possession Under Chapter 11 Bankruptcy under Case No. 17-22665, who acknowledged the execution of the foregoing Special Warranty Deed on behalf of said company and who, having been duly sworn, stated that any representations contained therein are true.

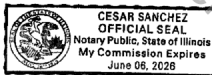
WITNESS my hand and Notarial Seal this 31 day of March, 2023.

My Commission Expires:
06-06-26

My County of Residence:
Cook

My Commission No.:

[Signature]
Signature of Notary Public
Cesar Sanchez
Printed Name of Notary Public



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TAX STATEMENTS: Windy City Acquisitions, LLC, 5400 W 29th Ave., Gary, IN 46406

AFFIRMATION: 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. /s/ Brantley H. Wright

PREPARED BY: Brantley H. Wright, Bose McKinney & Evans LLP,
111 Monument Circle, Suite 2700, Indianapolis, Indiana, 46204.

Property of Lake County Recorder

Exhibit A

Copy of Order

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION**

IN RE:)
) Case No.: 17-22665
Andrew Young, et al.) (Jointly Administered)
Andy's Truck and Equipment Co., Inc.;)
D.A.Y. Investments, LLC; Gary II, LLC; and) CHAPTER 11
Surplus Management Systems, LLC,)
)
Debtors.) Hon. James R. Ahler
)

**ORDER GRANTING MOTION TO APPROVE SALE OF 2807 KING STREET
PROPERTY OWNED BY D.A.Y. INVESTMENTS, LLC TO
WINDY CITY ACQUISITIONS, LLC FREE AND
CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES**

This matter having come before the Court on the Motion to Approve Sale of 2807 King Street Property Owned by D.A.Y. Investments, LLC to Windy City Acquisitions, LLC Free and Clear of Liens, Claims and Encumbrances (the "Motion");¹ notice of the Motion was provided to all creditors and parties-in-interest in this case as evidenced by the certificate of service attached to the Notice of Motion filed with the Court;

The Court hereby FINDS that due and proper notice of the Motion has been provided under Bankruptcy Rules 2002 and 6004(a), and that the proposed sale of the Property to the Buyer on the terms and conditions set forth in the Contract is in good faith, for a fair and reasonable price, and in the best interests of Debtor's bankruptcy estate.

Therefore, it is hereby ORDERED that:

1. The Motion is granted.
2. The Debtor is authorized to enter into the Contract (and other applicable transaction documents) to sell the Property to the Buyer free and clear of any liens, claims and encumbrances

¹ Any capitalized terms not defined herein shall carry the meaning in the Motion.

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pursuant to 11 U.S.C. § 363(b) and (f) with outstanding taxes and the City of Gary's judgment lien claim to be paid upon closing.

3. Andrew Young, for the Debtor, is authorized to sign, execute and deliver such other documents on behalf of the Debtor as are necessary to effectuate the transactions approved by this Order.

4. The net proceeds of the transactions shall be deposited in the Debtor's DIP account and held subject to further order of the Court.

5. Within seven (7) days after the closing of the sale transaction approved by this Order, the Debtor shall file the report of sale required by Fed. R. Bankr. P. 6004(f)(1) and serve said report on the parties identified in Local Rule B-6004-1(a).

6. The transaction contemplated by the Contract is being undertaken by the Buyer in good faith, as that term is used in § 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale shall not affect the validity of the sale to the Buyer, unless such authorization is duly stayed pending such appeal. The Buyer is a purchaser in good faith of the Properties, and is entitled to all of the protections afforded by 11 U.S.C. § 363(m).

7. The 14-day stay under Fed. R. Bankr. P. 6004(h) is hereby waived for cause and this Order is effective immediately.

Dated: March 20, 2023


James R. Ahler, Judge
United States Bankruptcy Court

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Exhibit B

Legal Description of the Real Estate

Lots 46, 47 and 48 in Block 6, Nickle Plate City, as per plat thereof, recorded in Plat Book 2, page 44, in the Office of the Recorder of Lake County, Indiana.

Property of Lake County Recorder

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Exhibit C

Permitted Exceptions

1. All real estate taxes and assessments for 2022 payable in 2023 and for 2023 payable 2024, now a lien, not yet due and payable.
2. Possible municipal assessments, sewer use charges, and/or impact fees levied by City of Gary, Indiana.
3. Resolution No. 05-03 and Second Amended Resolution No. 2005-1 by Gary/Chicago Regional Airport Authority regarding areas lying within an Airport Development Zone, recorded October 25, 2005, as Instrument Numbers 2005 093869 and 2005 093870, respectively.

Property of Lake County Recorder