

2023-14001
12/06/2023 02:33 PM
TOTAL FEES: 25.00
BY: JAS
PG #: 5
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Dec 06 2023 LM

PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

LIMITED WARRANTY DEED

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SREIT 1851 NORTHWIND, L.L.C., a Delaware limited liability company (“**Grantor**”), whose address is c/o Starwood Capital Group, 2340 Collins Avenue, Miami Beach, Florida 33139, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has, this 2nd day of November, 2023, subject to the exceptions hereinafter set forth, GRANTED, SOLD, and CONVEYED and does hereby GRANT, SELL, and CONVEY unto **EXETER 1851 NORTHWIND, L.P.**, a Delaware limited partnership (“**Grantee**”), whose address is Fie Radnor Corporate Center, 100 Matsonford Road, Suite 250 Radnor, Pennsylvania 19087, certain land located in Lake County, Indiana, and being more particularly described in **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements located on such land and all appurtenances thereto (such land, improvements and appurtenances being collectively referred to herein as the “**Property**”).

This conveyance is made and accepted subject to all matters set out in **Exhibit B** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all rights and appurtenances pertaining thereto, including all of Grantor’s right, title and interest in and to adjoining streets, alleys and rights-of-way, unto Grantee and Grantee’s successors, heirs and assigns forever; and Grantor does hereby bind itself and its successors and heirs to warrant and forever defend the Property unto Grantee and Grantee’s successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, for matters arising subsequent to the vesting of title in Grantor.

Grantor covenants and warrants that, except as noted above, the Property is free of any encumbrance made or suffered by said Grantor.

Notwithstanding any provision hereof to the contrary, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including, without limitation, any and all improvements located thereon and/or comprising a part thereof), and Grantee by its acceptance of this Limited Warranty Deed (the “**Deed**”) accepts the physical condition of the Property “AS IS, WITH ALL FAULTS.”


The undersigned person executing this Deed on behalf of Grantor represents and certifies that such person is an Authorized Signatory of Grantor and has been fully authorized and empowered to execute and deliver this Deed; that Grantor has the capacity to convey the real estate described herein; and that all necessary organizational action for the making of such conveyance has been taken and done.

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

GRANTOR:

SREIT 1851 NORTHWIND, L.L.C., a
Delaware limited liability company

By: 
Name: Garret Overlock
Its: Authorized Signatory

STATE OF New York)
) SS:
COUNTY OF New York)

Before me, a Notary Public in and for said County and State, personally appeared Garret Overlock, known by me (or proved to me on the basis of satisfactory evidence to be) an Authorized Signatory of SREIT 1851 Northwind, L.L.C., a Delaware limited liability company, who acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 15th day of November, 2023.


Hannah S. Ulrich, Notary Public

My Commission Expires: 05/02/2026

My County of Residence is: New York

My Commission No. is: 01UL6432512

Grantee's Address and Send Tax Statements to:
100 Matsonford Road, Suite 250 Radnor, Pennsylvania 19087

Return Deed to:

The Chase Law Group, LLC, 1447 York Road, Suite 505, Lutherville, Maryland 21093

This instrument prepared by Teddy Miller, White & Case LLP, 609 Main Street, Suite 2900, Houston, Texas 77002.

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. Teddy Miller

HANNAH S. ULRICH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01UL6432512
Qualified in New York County
My Commission Expires 05-02-2026

NOT AN OFFICIAL DOCUMENT

EXHIBIT A

Legal Description of Property

Lot 1 in Replat #6 of North Wind Crossings, a Planned Unit Development to the City of Hobart, Lake County, Indiana, recorded May 15, 2014, in Plat Book 107, Page 21 as Instrument No. 2014 027989, as amended by Certificate of Correction, recorded July 15, 2014, as Instrument No. 2014 041117, in the Office of the Recorder of Lake County, Indiana.

Property of Lake County Recorder

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EXHIBIT B

Permitted Exceptions

1. Taxes, assessments and governmental charges for 2023 and subsequent years as not yet due and payable.
2. Laws, ordinances and governmental regulations (including but not limited to building, zoning, land use, and subdivision ordinances and regulations).
3. Rights of Sunbelt Rentals, Inc., as tenant in possession only, under unrecorded lease with such party having no option to purchase nor right of first refusal or offer with respect to any portion of the subject land, and evidenced by Memorandum thereof, dated July 21, 2014 and recorded August 27, 2014 as Instrument No. 2014-051487 of the Lake County Records.
4. Covenants, conditions, restrictions, easements and building lines as shown on the plat of North Wind Crossings Subdivision recorded in Plat Book 95, Page 86, as Instrument No. 2004-062089 of the Lake County Records; as affected by Resubdivision of Lot "A" in North Wind Crossings, recorded September 6, 2006, in Plat Book 100 Page 19 as Instrument No. 2006-078291; as further affected by Replat #6 of North Wind Crossings, recorded May 15, 2014 in Plat Book 107 Page 21, as Instrument No. 2014 027989; as amended by Certificate of Correction, recorded July 15, 2014, as Instrument No. 2014-041117.
5. Easement for Electrical Lines and Gas Mains granted to Northern Indiana Public Service Company, its successors and assigns, dated October 15, 2004, and recorded November 1, 2004, as Instrument No. 2004-093151 of the Lake County Records.
6. Declaration of Covenants, Easements, Conditions and Restrictions, dated May 10, 2004, and recorded May 21, 2004, as Instrument No. 2004-042450 of the Lake County Records; Amended by Agreement to Amend, Restate & Consolidate Declaration of Covenants, Easements, Conditions and Restrictions dated October 17, 2019, and recorded December 18, 2019, as Instrument No. 2019-087419.
7. Long-Term Operation and Maintenance Agreement by and between Indiana Land Becknell Investors LLC and the City of Hobart, Indiana, dated August 26, 2014, and recorded March 19, 2015, as Instrument No. 2015-016431 of the Lake County Records.
8. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing by SREIT 1851 Northwind, L.L.C., a Delaware limited liability company, to DBR Investments Co. Limited, a Cayman Islands corporation, dated November 26, 2019, and recorded December 18, 2019, as Instrument No. 2019-087433 in the Lake County Records; last assigned to Wells Fargo Bank, National Association, as Trustee, for the benefit of the registered holders of GS Mortgage Securities Trust 2020-GC45, Commercial Mortgage Pass-Through Certificates, Series 2020-GC45, and the Pooled RR Interest Owner, and the holder of the related Companion Loan, as their interests may appear, by Assignment thereof dated January 30, 2020, and recorded May 19, 2020, as Instrument No. 2020-027316, as further affected by Assumption Agreement as evidenced by the Memorandum of Assumption Agreement recorded concurrently herewith.

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9. Assignment of Leases and Rents by SREIT 1851 Northwind, L.L.C., a Delaware limited liability company, to DBR Investments Co. Limited, a Cayman Islands corporation dated November 26, 2019, and recorded December 18, 2019, as Instrument No. 2019-087434 in the Lake County Records; last assigned to Wells Fargo Bank, National Association, as Trustee, for the benefit of the registered holders of GS Mortgage Securities Trust 2020-GC45, Commercial Mortgage Pass-Through Certificates, Series 2020-GC45, and the Pooled RR Interest Owner, and the holder of the related Companion Loan, as their interests may appear, by Assignment thereof dated January 30, 2020, and recorded May 19, 2020, as Instrument No. 2020-027317, as further affected by Assumption Agreement as evidenced by the Memorandum of Assumption Agreement recorded concurrently herewith.
10. UCC-1 Financing Statement naming Exeter 1851 Northwind, L.P., as Debtor, and Wells Fargo Bank, National Association, as Trustee, for the benefit of the registered holders of GS Mortgage Securities Trust 2020-GC45, Commercial Mortgage Pass-Through Certificates, Series 2020-GC45, and the Pooled RR Interest Owner, and the holder of the related Companion Loan, as their interests may appear, as Secured Party, recorded concurrently herewith.