

2023-14004
12/06/2023 01:07 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 BDD

PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

LIMITED WARRANTY DEED

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SREIT 215 MUNSTER, L.L.C., a Delaware limited liability company (“**Grantor**”), whose address is 66 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 29th day of November, 2023, subject to the exceptions hereinafter set forth, GRANTED, SOLD, and CONVEYED and does hereby GRANT, SELL, and CONVEY unto **EXETER 215 45TH, L.P.**, a Delaware limited partnership (“**Grantee**”), whose address is 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.

NOT AN OFFICIAL DOCUMENT

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

GRANTOR:

SREIT 215 MUNSTER, 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 215 Munster, 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 Number 2A as shown on the recorded Replat of Lot 2 in DSC Subdivision recorded in Plat Book 88, Page 04 in the Office of the Recorder of Lake County, Indiana.

Property of Lake County Recorder

NOT AN OFFICIAL DOCUMENT

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 Carl Buddig and Company, as tenant in possession only under an unrecorded Lease, with such party having no option to purchase nor right of first refusal or offer with respect to any portion of the real property described on Exhibit A (the "Land").
4. Easements and building setback lines set forth on the Replat of Lot 2 DSC Subdivision, recorded in Plat Book 88, Page 4 in the Lake County Records; and, on the Final Plat of DSC Subdivision, recorded in Plat Book 85 Page 83.
5. Easement and associated rights granted to Becknell L.L.C., by DSC Logistics, Inc. in Easement Agreement, dated November 13, 1998, and recorded December 22, 1998, as Instrument No. 98102799 in the Lake County Records.
6. Easement and associated rights granted to the City of Munster by Becknell L.L.C. in Grant and Dedication of Public Utility Easements, dated November 3, 1999, and recorded November 23, 1999, as Instrument No. 99097070 in the Lake County Records.
7. Easement and associated rights granted to the City of Munster by Becknell L.L.C. in Grant and Dedication of Public Utility and Drainage Easements, dated September 14, 1999, and recorded September 22, 1999, as Instrument No. 99078308 in the Lake County Records.
8. (a) Corner of bituminous parking appears to encroach onto the Land 1.5 feet on the Eastern boundary; (b) A fence encroaches onto the Land by 10.1 feet on the Eastern boundary; (c) Fence and a corner of bituminous parking appear to encroach onto the Land 2.5 feet on the Eastern boundary; (d) Bituminous pavement appears to encroach onto Eastern adjoining property 5.2 feet; (e) Concrete appears to encroach onto the Land 2.9 feet on the Eastern boundary line; (f) Fence corner encroaches onto the Land 10.5 feet on the Western boundary line; (g) Fence appears to encroach onto the Land 2.4 feet in the Northeast corner of the Land; (h) Fence encroaches onto the Land by 9.7 feet in the Northwest corner; and (i) A 12-inch culvert appears to be outside the 30-foot platted easement for drainage & public utilities on the Western boundary of the Land.
9. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing by SREIT 215 Munster, L.L.C., a Delaware limited liability company, to DBR Investments Co. Limited, a Cayman Islands corporation dated November 26, 2019, and recorded December 10, 2019, as Instrument No. 2019-085153 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. 2020-027312, as further affected by Assumption Agreement as evidenced by the Memorandum of Assumption Agreement recorded concurrently herewith.

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10. Assignment of Leases and Rents by SREIT 215 Munster, L.L.C., a Delaware limited liability company, to DBR Investments Co. Limited, a Cayman Islands corporation dated November 26, 2019, and recorded December 10, 2019, as Instrument No. 2019-085154 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. 2020-027313, as further affected by Assumption Agreement as evidenced by the Memorandum of Assumption Agreement recorded concurrently herewith.

14. UCC-1 Financing Statement naming Exeter 215 45th, 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.

PROPERTY of Lake County Recorder