

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Apr 02 2024 LM

PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

2024-1114:
04/03/2024 01:02 PM
TOTAL FEES: 25.00

BY: JAS

PG #: 5

RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

Record and Return to:

Thomas Goodwyn, Esq.
Saul Ewing LLP
161 North Clark Street, Suite 4200
Chicago, Illinois 60601

STATE OF INDIANA
COUNTY OF LAKE

SPECIAL WARRANTY DEED

This Deed is made and entered into on the 1st day of April, 2024, by and between, the undersigned, court-appointed Receiver and authorized officer of MERRILLVILLE BG PROPCO LLC, a Delaware limited liability company, Grantor, and OPS LIVING MERRILLVILLE LLC, an Indiana limited liability company, Grantee.

WITNESSETH:

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, court-appointed Receiver and authorized officer of MERRILLVILLE BG PROPCO LLC, a Delaware limited liability company, pursuant to *Fannie Mae, Plaintiff v. Amelia Aid Propco LLC, et al., Defendants*, Civil Action No. 1:23-cv-00862-JMC, in the United States District Court for the District of Columbia ("**Grantor**"), in consideration of the sum of ten dollars (**\$10.00**) and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto OPS LIVING MERRILLVILLE LLC, an Indiana limited liability company, with an address of 453 E. Montrose Avenue, Wood Dale, Illinois 60191 ("**Grantee**"), the real property and premises, situate in Lake County, State of Indiana, and described in Exhibit A, attached hereto and incorporated as if set forth fully herein.

NOT AN OFFICIAL DOCUMENT

It being the same property conveyed to Grantor by Special Warranty Deed from BKD STERLING HOUSE OF MERRILLVILLE, LLC, a Delaware limited liability company, dated November 1, 2016, and recorded November 9, 2016, as Instrument Number 2016-075659 of the Lake County, Indiana Recorder's Office.

TOGETHER WITH all the improvements thereon and the appurtenances thereunto belonging (the "Property").

AND warrant the title to the same, against any challenge claiming by, through or under, Grantor, but not otherwise, subject only to the Permitted Exceptions (defined below).

FURTHER, Grantor consents to this transfer of the Property to Grantee by Receiver and waives any rights of redemption as related to the Property, as provided for in the attached Consent to Sale and Waiver of Redemption Rights, incorporated as if set forth fully herein.

FURTHER, this conveyance is expressly made subject to any and all restrictions, covenants, conditions, easements and other matters of record, if any, relating to the Property, but only to the extent they are still in effect and shown of record in LaPorte County, Indiana; to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the Property; and to all matters that would be shown by a current on-the-ground survey of the Property (collectively, the "**Permitted Exceptions**").

FURTHER, Grantee acknowledges that it has inspected and assessed the Property and has satisfied itself as to the condition of same and that it accepts the Property "as is, where is" and with all faults, latent or otherwise, without representation or warranty of any kind, expressed, implied, by operation of law or otherwise, including, without limitation, without implied warranty as to habitability, suitability, merchantability, fitness for a particular purpose or fitness for any purpose, save and except as otherwise set forth in this Deed or in that certain Real Estate Purchase Agreement dated January 8, 2024, by and between Receiver and Grantee, as amended. Grantee acknowledges and agrees that Grantee is relying solely on Grantee's examination of the Property.

TO HAVE AND TO HOLD the Property unto Grantee, and to Grantee's heirs and assigns forever.

[remainder of page intentionally left blank; signature pages follow]

NOT AN OFFICIAL DOCUMENT

IN WITNESS WHEREOF, Grantor has executed and delivered this Special Warranty Deed as of the day and year first above written.

GRANTOR:

MERRILLVILLE BG PROPCO LLC,
a Delaware limited liability company

By: 

Michael F. Flanagan, Receiver appointed under
Case No. 1:23-cv-00862-JMC, in the U.S.
District Court for the District of Columbia

STATE OF ~~Missouri~~)

COUNTY OF ~~Jackson~~)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael F. Flanagan, court-appointed Receiver and authorized officer of MERRILLVILLE BG PROPCO LLC, a Delaware limited liability company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

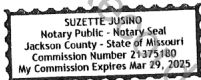
Given under my hand this ~~27~~ day of March, 2024.


Notary Public:

My Commission Expires: 3/29/2025


This Instrument was Prepared by:

Emily Bowlin
Gray Reed & McGraw LLP
1601 Elm St., Suite 4600
Dallas, Texas 75201



Send tax bills to OPS LIVING MERRILLVILLE LLC at ~~453 East Montrose Ave., Wood Dale, IL 60191~~ 5904 E. State Blvd., Fort Wayne, IN 46815
~~Street or RR address: 8253 Virginia Street, Merrillville, Indiana 46410~~

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. — Emily Bowlin


Street or RR address:
8253 Virginia Street
Merrillville, IN 46410

NOT AN OFFICIAL DOCUMENT

CONSENT TO SALE AND WAIVER OF REDEMPTION RIGHTS

Pursuant to that certain ongoing receivership case styled: *Fannie Mae, Plaintiff v. Amelia Aid Propco LLC, et al., Defendants*, Civil Action No. 1:23-cv-00862-JMC, in the United States District Court for the District of Columbia (the "Receivership Case"), Grantor, MERRILLEVILLE BG PROPCO LLC, the undersigned, hereby consents to the transfer of the Property to OPS LIVING MERRILLVILLE LLC, an Indiana limited liability company, by the Receiver, and waives any right of redemption related to the Property pursuant to Indiana law, the Receivership Case, or any other state or federal law or contract.

MERRILLEVILLE BG PROPCO LLC,
a Delaware limited liability company

By: 
Matthew Coleman, Authorized Signatory

STATE OF TEXAS)

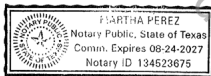
COUNTY OF TARRANT)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Matthew Coleman, Authorized Signatory of MERRILLEVILLE BG PROPCO LLC, a Delaware limited liability company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 26th day of March, 2024.


Notary Public:

My Commission Expires: 08-24-2027



NOT AN OFFICIAL DOCUMENT

EXHIBIT A – LEGAL DESCRIPTION

The property in the County of Lake, State of Indiana, being more particularly described as follows:

Lot 2 and the West 150 feet of Lot 3 in Resubdivision of Block "C", Lincoln Square, Merrillville, Indiana, as per plat thereof, recorded in Plat Book 62, Page 33, in the Office of the Recorder of Lake County, Indiana.

Property of Lake County Recorder