

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Oct 16 2024 BDD

PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

WARRANTY DEED
Under IC 32-17-1-2

This WARRANTY DEED, executed on this 6th day of August, 2024, by the Grantor, **Brian Edward Montesi and Rayleen Cheryl Ann Montesi**, a married couple having an address of 6014 E 110th Avenue, Winfield, IN 46307 to the Grantee, **Scott Royal Smith**, Trustee of the 6014 E 110th Avenue Trust, with a mailing address of 6014 E 110th Avenue, Winfield, IN 46307.

WITNESSETH, that said Grantor, for the sum of \$0.00 (Zero Dollars and no one-hundredths) and other valuable consideration, Conveys, and Warrants the following parcel of land in Lake County, Indiana - legally described as:

LOT 436 IN AYLESWORTH SUBDIVISION - PHASE 3, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 7, TOWNSHIP 34 NORTH, RANGE 7, WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 26, 2023, IN PLAT BOOK 117, PAGE 10, AND AS DOCUMENT 2023-014259, IN LAKE COUNTY, INDIANA.

Commonly known as: 6014 E 110th Avenue, Winfield, IN 46307

Alternate ID: 45-17-07-204-010.000-047

Source of Title: Lake County Recorder's Office, State of Indiana, Document No. 2024-510546, Recorded on 04/05/2024.

THIS CONVEYANCE made subject to (1) Zoning, building codes, ordinances, regulations, rights or interests vested in the United States of America, the State of Indiana, County of Lake and City of Winfield; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Home; (5) matters that would be disclosed by an accurate survey or inspection of the Home; (6) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas, or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Home for single family residential purposes); (7) minor encroachments or easements that do not substantially interfere with an easement holder's interest in the Home;

FURTHER SUBJECT TO: The Covenants and Restrictions concerning Arbitration and Resolution of Disputes attached hereto as Exhibit B and incorporated herein by reference.


TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantee's heirs and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. This property is conveyed AS IS and subject to existing indebtedness.

No Sales Disclosure Needed
Oct 16 2024

By: gh
Office of the Lake County Assessor

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IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.


Brian Edward Montesi

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF San Diego)⁵⁵

On 8-6-2024, before me, Richard Achong, the Notary Public, personally appeared Brian Montesi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.


Signature of Notary Public (Seal)

Richard Achong
Printed Name

June 13 2025
My Commission Expires



NOT AN OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Rayleen Cheryl Ann Montes
Rayleen Cheryl Ann Montes

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
)
) ss
COUNTY OF San Diego)

On 8-6-2024, before me, Richard Achong, the Notary Public, personally appeared **Rayleen Montes**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

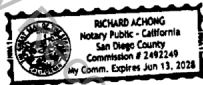
Witness my hand and official seal.

Signature of Notary Public

(Seal)

Richard Achong
Printed Name

June 13 2028
My Commission Expires



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Document Prepared By
& Mail recorded document to:
Scott Smith, Esq.
1100 Azic Morton Road, #1105
Austin, Texas 78704

Mail tax bills to:
6014 E 110th Avenue Trust
PO Box 722765, San Diego, CA 92172

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. Scott Smith

The parties herein confirm and agree by their signatures above and/or acceptance of this document that the preparer of this document has not advised the parties on the propriety or suitability of the conveyance; has been engaged solely for the purpose of preparing this instrument; has prepared the instrument only from information given to preparer by the parties and/or their representatives; and that they agree to hold harmless, indemnify and defend the preparer from and against any and all losses, liabilities, claims, demands, actions, suits, proceedings, and costs of every nature arising therefrom. The parties herein further agree at any time, and from time to time, to cooperate, adjust, initial, execute, re-execute and re-deliver such further deeds and documents, correct any defect, error or omission and do any and all such further things as may be necessary to implement and carry out the intent of the parties in making this conveyance. Preparer shall not be liable for any consequences arising from modifications to this document not made or approved by the preparer.

Public Wake County Recorder

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EXHIBIT B

Covenants and Restrictions Concerning Mediation, Arbitration and Resolution of Disputes

These covenants and restrictions concerning mediation, arbitration and resolution of disputes contained herein are incorporated into the Limited Warranty Deed (the "Deed") to which this Exhibit is attached and are hereby made covenants and restrictions which are appurtenant to the land and shall run with the land in perpetuity, and shall be binding upon Grantor, Grantee and all subsequent grantees, purchasers, successors and assigns.

1. Dispute Resolution. Grantor and Grantee specifically agree that it is their desire to efficiently and quickly resolve any disputes that arise, that this conveyance involves interstate commerce, and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims: (1) arising under, or related to, this Deed, the underlying Agreement between Grantor and Grantee, the Property, the Community (as defined in the Agreement) in which the Property is located, or any dealings between Grantor and Grantee; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Grantor or Grantor's representative; (3) relating to personal injury or property damage alleged to have been sustained by Grantee, Grantee's children or other occupants of the Property or the Community in which the Property is located; or (4) relating to issues of formation, validity or enforceability of this Section.

2. Mediation. If Grantor and Grantee are unable to agree to a mediator within thirty (30) days following receipt of a written notice of request for mediation from Grantor or Grantee to the other, as such notice is deemed to have been given pursuant to Section 26 of the Agreement, Grantor and Grantee shall utilize the American Arbitration Association ("AAA") for this role. Grantor and Grantee expressly agree that the mediator's charges shall be equally shared and that each of Grantor and Grantee shall be responsible for its own costs and fees, including attorneys' fees and consultant fees incurred in connection with the mediation.

3. Arbitration. If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Construction Industry Arbitration Rules. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on the Disputes would be barred by the applicable statute(s) of limitations, which statute(s) of limitations Grantor and Grantee expressly agree apply to any Disputes. The decision of the arbitrator(s) shall be final and binding on both Grantor and Grantee. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by Grantor and Grantee, then the Dispute shall be heard and determined by one arbitrator. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any

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arbitration hereunder without the prior written consent of both Grantor and Grantee. Unless otherwise recoverable by law or statute, each of Grantor and Grantee shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if Grantor or Grantee unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting Grantor or Grantee shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if Grantor or Grantee fails to abide by the terms of a mediation settlement or arbitration award, the other shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

GRANTOR AND GRANTEE AGREE THAT ANY LAWSUIT OR ARBITRATION PROCEEDING (WHICHEVER MAY APPLY) ARISING FROM OR RELATING TO ANY DISPUTE MUST BE COMMENCED WITHIN TWO YEARS AND ONE DAY FROM THE DATE THE CAUSE OF ACTION ACCRUES. TIME IS OF THE ESSENCE, SO THAT IF THE LAWSUIT OR ARBITRATION PROCEEDING IS NOT COMMENCED WITHIN THAT STATED PERIOD, THE DISPUTE IS BARRED AND WAIVED. FOR ARBITRATION PURPOSES, A CAUSE OF ACTION SHALL ACCRUE AS PROVIDED BY APPLICABLE STATUTE FOR THE INSTITUTION OF A LEGAL OR EQUITABLE PROCEEDING; AND IF THERE IS NO APPLICABLE STATUTE, THEN THE CAUSE OF ACTION, REGARDLESS OF GRANTEE'S LACK OF KNOWLEDGE, ACCRUES ON DISCOVERY OF THE INJURY.

To the fullest extent permitted by applicable law, Grantor and Grantee agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Grantor and Grantee further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties and then only as between those parties.

The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Grantor and Grantee further agree (1) that any Dispute involving Grantor's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Grantor may, at its sole election, include Grantor's contractors, subcontractors and suppliers, as well as any warranty company and insurer or surety as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

GRANTOR AND GRANTEE AGREE THAT EITHER GRANTOR OR GRANTEE MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL GRANTOR OR GRANTEE SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THE GRANTOR'S OR GRANTEE'S INDIVIDUAL CLAIM(S).

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ANY RELIEF AWARDED CANNOT BE AWARDED ON A CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS GRANTOR FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO ABOVE.

Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

Grantor and Grantee specifically consent to arbitrate in accordance with the provisions contained in this Exhibit B.

4. Other Dispute Resolutions. Notwithstanding the obligation of Grantor and Grantee to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions contained in this Exhibit B, then Grantor and Grantee agree to the following provisions: GRANTEE ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES RELATING TO THE COVENANTS AND RESTRICTIONS CONTAINED IN THIS EXHIBIT B ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. GRANTOR AND GRANTEE AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION RELATING TO MATTERS CONTAINED IN OR RELATING TO THIS DEED (INCLUDING THIS EXHIBIT B) SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. GRANTOR AND GRANTEE HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. GRANTEE ACKNOWLEDGES AND CONFIRMS THAT GRANTEE HAS HAD THE OPPORTUNITY TO CONTACT, OR HAS CONTACTED, AN ATTORNEY OF GRANTEE'S CHOICE IF GRANTEE DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF THIS DEED (INCLUDING THIS EXHIBIT B). For any Dispute that involves a claimed amount of less than \$10,000, Grantor and Grantee may agree to litigate the Dispute before a judge in a court of small claims; however, any appeal of the judgment rendered in the small claims court will be subject to the mediation and arbitration provisions set forth in this Section.