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NO 01182	# Pages 7
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General _____	P&M \$5.50
Indexed _____	General \$40.50
Total Fees Pd \$46.00	

NEBRASKA DOCUMENTARY
STAMP TAX
Apr 04, 2019
\$ Ex003 By DSN

THE STATE OF NEBRASKA }
MADISON COUNTY } ss

This instrument filed for record
the 04 day of April 2019
at 02:05 PM and recorded in
Book 2019 Page 01182

Diane S. Nykolym
Register of Deeds

Submitted Electronically by:
Chicago Title Company, LLC - Commercial

This Instrument Prepared By:

Orrick, Herrington & Sutcliffe LLP
777 South Figueroa Street, Suite 3200
Los Angeles, California 90017
Attention: Gerard J. Walsh, Esq.

After Recording, Return To:

Benesch, Friedlander, Coplan & Aronoff LLP
200 Public Square, Suite 2300
Cleveland, OH 44114
Attention: Jared E. Oakes, Esq.

Chicago Title NP 190596.48

GENERAL WARRANTY DEED

SMTA SHOPKO PORTFOLIO I, LLC, a Delaware limited liability company, Grantor, in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, conveys to **2005 KRENZIEN DRIVE OZ LLC**, a Delaware limited liability company, Grantee, the following described real estate (as defined in Neb. Rev. Stat. § 76-201) in Madison County, Nebraska (the "Property"):

See Exhibit A attached hereto and incorporated herein by reference.

Grantor covenants with the Grantee that Grantor:

- (1) is lawfully seized of such real estate and that it is free from encumbrances, subject to restrictions, covenants and easements of record;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons.

SUBJECT TO all defects, exceptions, restrictions, easements, rights of way and encumbrances set forth on Exhibit B attached hereto (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property with all and singular the tenements, hereditaments and appurtenances thereto, including, without limitation, any rights under any reciprocal easement and access agreements, and covenants, conditions and restrictions

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appurtenant to the Property, belonging or in anywise appertaining, unto Grantee and Grantee's successors and assigns, forever.

This General Warranty Deed ("Deed") is given by Grantor as a deed in lieu of foreclosure and is exempt from the Documentary Stamp Tax under Neb. Rev. Stat. § 76-902(3).

The Grantee is the agent or the designated nominee of the agent (the "Lender") under that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated as of November 1, 2018 and recorded in the Official real property records of Madison County, Nebraska (the "Registry"), on November 14, 2018 in Book 2018, Page 04861, as assigned by that certain Assignment of Deed of Trust dated as of March ~~2~~ 2019, by and between Column Financial, Inc. and GRM Properties II LLC and recorded in the Registry, as further assigned by that certain Assignment of Deed of Trust dated as of March ~~2~~ 2019, by and between GRM Properties II LLC and 2005 Krenzien Drive OZ LLC and recorded in the Registry (hereinafter in the aggregate referred to as the "Deed of Trust").

This Deed is intended to be and is an absolute conveyance of title to the Property to Grantee in effect as well as in form. This Deed is not intended to serve or operate as a mortgage, deed to secure debt, security agreement, trust conveyance, deed of trust, lien, security interest, or security of any kind. The Grantor does not by virtue of this Deed or any other instrument or agreement, reserve unto itself any further interest in the Property.

Grantor, by virtue of this Deed, waives, relinquishes, and gives up any and all right, title, and interest (legal, equitable, or otherwise) in the Property, including, without limitation, any and all rights to possession. Possession of the Property has heretofore been surrendered to the Grantee.

It is the purpose and intent of the Grantor and Grantee that the transfer of the Property is subject to and without release of the Deed of Trust, that the interests of the Grantee shall not merge with the interests of the Lender under the Deed of Trust, and that the Deed of Trust shall survive the execution and delivery of this Deed. The Deed of Trust will remain open in the public records and in full force and effect until a satisfaction and/or release is filed of record by Lender.

The Grantor's transfer of the Property to the Grantee is for fair and adequate consideration to and for the benefit of the Grantor, such consideration, in addition to that

recited above, being Lender's execution and delivery of that certain Deed-In-Lieu Agreement of even date herewith.

The fair value of the Property does not equal or exceed the indebtedness secured by the Deed of Trust. After the conveyance contemplated by this Deed, the remaining assets of Grantor at fair value will equal or exceed the sum of its debts.

The Deed is executed and delivered as the result of the Grantor's request and is the free and voluntary act of the Grantor. Grantor has no creditors whose rights will be prejudiced by this Deed; Grantor's execution and delivery of this Deed is not the result of duress or undue influence, intimidation, misapprehension, bad faith, unconscionable conduct, overreaching conduct, or misrepresentation by Lender or Grantee, or any agent, attorney, or any other representative of Lender or Grantee; Grantor has been represented by legal counsel of its own choosing throughout the transaction relating to this Deed.

Neither Lender nor Grantee has taken advantage of Grantor by threats, duress, intimidation, overreaching conduct, unconscionable conduct, bad faith, or otherwise, and Grantor, by executing and delivering this Deed, is acting freely and voluntarily, and not under coercion or duress; Grantor is proceeding with the transaction relating to this Deed purely as a volunteer pursuant to what it perceives to be in its own best interest.

There are no agreements, oral or written, between Grantor, Grantee and the Lender with respect to the Property and this Deed other than this Deed, and that certain Deed-in-Lieu Agreement of even date herewith between the parties, pursuant to which this Deed is executed and delivered.

These declarations, covenants, representations and warranties are made to induce Lender and Grantee to accept this Deed, are made for the protection and benefit of Lender and Grantee and their successors, grantees, and assigns, any title insurers who may now or hereafter insure Lender's or Grantee's respective interests in the Property, and all other parties hereafter dealing with or who may acquire any interest in the Property, all of whom may rely on them.

[NO FURTHER TEXT ON THIS PAGE]

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Executed this 27 day of March, 2019.

GRANTOR:

SMTA SHOPKO PORTFOLIO I, LLC,
a Delaware limited liability company

By: SMTA SHOPKO MORTGAGE PLEDGOR, LLC,
a Delaware limited liability company, its sole member

By: GRM Properties II LLC,
a Delaware limited liability company, its sole member

By:

Megan Kane
Name: Megan Kane
Title: Authorized Signatory

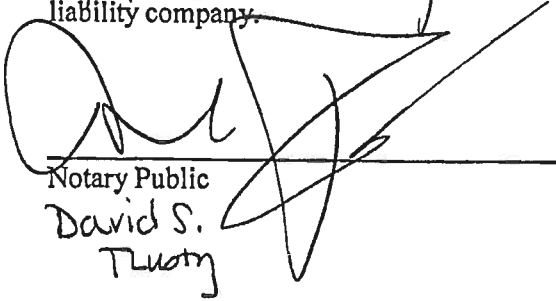
[ACKNOWLEDGEMENT FOLLOWS ON NEXT PAGE]

[Signature Page to General Warranty Deed (Madison, NE)]

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STATE OF NY)
COUNTY OF NY) SS.

The foregoing instrument was acknowledged before me this 21st day of March, 2019 by Megan Kane as authorized representative of SMTA SHOPKO PORTFOLIO I, LLC, a Delaware limited liability company.


Notary Public
David S.
Tlusty

Notary Seal

DAVID S. TLUSTY
NOTARY PUBLIC-STATE OF NEW YORK
No. 02TL8313133
Qualified in New York County
My Commission Expires 10-14-2022

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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

Norfolk, Madison County, Nebraska

The Land referred to herein below is situated in the County of Madison, State of Nebraska, and is described as follows:

PARCEL 1:

LOT 1 OF REPLAT 2 OF LOT 1-R, BLOCK 1, OF REPLAT OF SHOPKO ACRES IN THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PARKING CREATED BY CROSS-EASEMENT AND USE RESTRICTION AGREEMENT BY AND BETWEEN SHOPKO STORES, INC., A MINNESOTA CORPORATION AND SUPER VALU STORES, INC., A DELAWARE CORPORATION, FILED MAY 8, 1986 IN M86-5 AT PAGES 235-258, AMENDMENT FILED SEPTEMBER 21, 1988 IN M88-9 AT PAGES 704-710A, ASSUMPTION FILED SEPTEMBER 21, 1988 IN M88-9 AT PAGES 719-720, SECOND AMENDMENT FILED AUGUST 25, 1989 IN M89-8 AT PAGES 682-687, THIRD AMENDMENT FILED MARCH 17, 2004 IN M2004-3 AT PAGES 1226-1237 INCLUSIVE, FOURTH AMENDMENT FILED AUGUST 8, 2017 IN BOOK 2017, PAGE 03487, MADISON COUNTY REGISTER OF DEEDS OFFICE.

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EXHIBIT B

PERMITTED EXCEPTIONS

1. All general and special real property taxes and assessments that are a lien but not delinquent as of the date hereof; and
2. Covenants, conditions, restrictions, encumbrances, easements, and other matters of record that were recorded in the applicable public records of Madison County, Nebraska, prior to March 15, 2019.