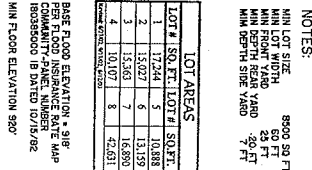


LOTS TO AND IF WERE EXCLUDED BY THE FORM
OF ROME CITY, DOC #02-01A, JUNE 20, 2002
RECORDED IN NOBLE COUNTY,
INST. NO. 020600856, DATED JUNE 26, 2002

I P REYNOLDS E B SHORT
JDR 233 PG 53
I PG 209

J CHAPMAN
QCD
DR 240
B7C



BROWN
CONSULTING ENGINEERS, INC.

TRACT #3: A tract of land located in the Northeast Quarter of Section 16, Township 36N, Range 10E, in Noble County, the State of Indiana, more fully described as follows::


This subdivision shall be known and designated as HAUS, POINT & REPEAT OF LOTS 10 & 11 IN
WONAWAN POINT. All rights, claims and easements shown on the attached plat and not heretofore declared,
are hereby assigned to the public for the uses and designated purposes. Front and rear yard building setbacks, as
shown on the attached plat, shall be maintained between which lines and the property lines of the street there shall be
provided or maintained no building or structure.

The Priorities, Covenants & Restrictions pertaining to this plat are contained on Sheet 2 (attached) and shall be
recorded at the same time the Subdivision plat is recorded.

WITNESS OUR HANDS AND SEAL THIS 1ST DAY OF June, 1905.

David E. Roberts Charles J. Roberts

Said Bliss Point Subdivision & Replat of Lots 10 & 11 in Worman's Point being represented by Plat #55-10-16-62 as prepared by Brown Consulting Engineers, Inc., 357 N. Main St., Suite B, Kendallville, IN.


 I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF
 THE ABOVE SUBDIVISION PLAT COMPLIES WITH THE SUBDIVISION
 REGULATIONS AS SET FORTH BY THE TOWN OF ROME CITY:
 02/28/02, Rev. & Resubmitted: 05/15/02, 06/28/02, 09/17/02, 11/19/02

10456
STATE OF
INDIANA
LAND SURVEYOR

Signed: Paul B. Brown, P.E., L.S.
Avril B. Brown, P.E., L.S.
Kendallville, Indiana
Ind. Registered Professional Land Surveyor
Certificate #10456

expressed.

WITNESS my face and hand and the _____ day of _____, 1903.

Signed: George W. Richards

My commission expires: 8/30/07

Printed: George W. Richards

President of: Abbe County.

NOTARY CERTIFICATE:
2004 Downing Street
Kendallville IN 46755

STATE OF INDIANA, COUNTY OF NOBLE:
Before me, a notary public in and for said County and State, personally appeared DONALD F. & ALICE J. RICHARDS, who acknowledged the foregoing as his/her voluntary act and deed for the purposes therein

expressed.

WITNESS my face and hand and the _____ day of _____, 1903.

Signed: George W. Richards

My commission expires: 8/30/07

Printed: George W. Richards

President of: Abbe County.

BLISS POINT

BLISS POINT

PREFACE

ARTICLE I - DEFINITIONS

ARTICLE I - DEFINITIONS

performance of any obligation.

030700641

property and subdivision

and deliveries to dwellings

prefabricated houses, etc.

upon written request, shall

7. No noxious or offensive

adjoining Lots in the Su

rights below ground level

proper notice to all affected

public view.

to allow for two improvements

the dwelling house, its b

fence shall be erected be

antennae, chasers, or sun

effect any other provision

Restrictions, provided s

A SUBDIVISION OF THE TOWN OF ROME CITY, INDIANA,
INCLUDING A REPLAT OF LOTS 10 & 11 IN WORMAN'S POINT

CONSULTING ENGINEERS, INC.

357 NORTH MAIN STREET, SUITE B, POST OFFICE BOX 546

[illegible]

DP 141/54

Courthouse copy not very clear. Our copy attached

Page 139

Page 139

THIS INDENTURE WITNESSETH, that PENNDEL COMPANY, a Corporation, the Grantor, for and in consideration of the sum of \$50,000, to it paid, the receipt of which is hereby acknowledged, against its own acts and of those claiming under it, do hereby convey and warrant unto SYLVAN LAKE MARINE, INC., a Corporation of the State of Indiana, with an office or place of business at Rome City, Indiana, the grantee, forever, the following described premises:

All THAT PORTION of land located at Rome City and situate in the Township of Orange, County of Noble and State of Indiana, being part of the Northwest Quarter of the Northeast Quarter of Section 16 and part of the Southwest Quarter of the Southeast Quarter of Section 9, all in Township 35 North, Range 10 East, bounded and described as follows, viz:

BEGINNING at an interior point in the line dividing said Section 9 on the north from said Section 16 on the south, and at the distance of 50 feet eastwardly, radially from the center line of the main track of railroad of the Pennel Company known as the Grand Rapids Branch,

EXTENDING from said beginning point the following five courses and distances: (1) Northwardly by remaining land of said Pennel Company, parallel with and 50 feet eastwardly radially from said center line of main track 33 feet to the shore line of a reservoir known as Sylvan Lake; (2) Eastwardly along said Lake 123 feet, 1, to a point in said Section dividing line and continuing eastwardly still along said Lake an additional distance of 15 feet, 1, and making a total distance along the course being described of 138 feet, 1, to a point in the westerly line of land of other owners distant 200 feet eastwardly, radially from said center line of main track; (3) Southwardly by land of other owners, parallel with and 200 feet eastwardly, radially from said center line of main track and curving to the left the distance of 415 feet, 1, to another point on said shore line of reservoir known as Sylvan Lake; (4) Westwardly along said shore line 175 feet, 1, to a point distant 50 feet eastwardly, radially from said center line of main track; and (5) Northwardly by remaining land of said Pennel Company, parallel with and 50 feet eastwardly, radially from said center line of main track and curving to the right the distance of 175 feet, 1, to the place of beginning, as more particularly outlined in yellow on the plat attached hereto and made a part hereof. CONTAINING 1.00 square feet, 1.

THE premises hereinbefore described being comprised of: (a) a portion of the land granted and conveyed to the Grand Rapids & Indiana Railroad Company, a predecessor of the Grantor herein, under and by virtue of the five following deeds: ONE THEREOF from George W. Geisendorff et ux, dated December 29, 1869 and recorded in the Office for the Recording of Deeds in and for Noble County, Indiana, in Deed Book 29 at Page 440; ANOTHER THEREOF from George W. Geisendorff et ux, dated January 31, 1872 and recorded as aforesaid in Deed Book 29 at Page 505; ANOTHER THEREOF from William C. McCurdy et al, dated September 28, 1891 and recorded as aforesaid in Deed Book 66 at Page 363; ANOTHER THEREOF from Evan J. Morris, unmarried, dated November 2, 1891 and recorded as aforesaid in Deed Book 66 at Page 357; AND THE OTHER THEREOF from Sarah W. Geisendorff, widow, dated November 27, 1891 and recorded as aforesaid in Deed Book 66 at Page 365; and (b) a portion of the land granted and conveyed to the Grand Rapids & Indiana Railway Company, a predecessor of the Grantor herein, under and by virtue of the three following deeds: ONE THEREOF from Aaron J. Swinert, unmarried, by deed dated June 23, 1902 and recorded in the Office for the Recording of Deeds in and for Noble County, Indiana, in Deed Book 82 at Page 481; ANOTHER THEREOF from William S. O'Rourke et ux, et al, dated November 12, 1908, and recorded as aforesaid in Deed Book 92 at Page 230.

ALSO, all the estate, right, title and interest of the said Grantor, of, in and to the mads, flats and land under the waters of said Sylvan Lake lying north and south of the parcel of land hereinbefore described, and extending as far into the said Lake as such estate, right, title and interest extends or should extend by law or custom, and all riparian rights appertaining thereto.

SUBJECT, however, to such state of facts as an accurate survey may disclose: (1) to the rights of owners of land located to the east of the land herein conveyed, of ingress, egress and regress over the land herein conveyed, for access to and from their land and the public highway by means of an existing private grade crossing over the re-

4644 Received 12 Nov 1959

Time 9:00 A.M.

Max Adams Recorder

that the said Grantor, his heirs, assigns and successors, shall not be liable or obliged to construct or maintain any fence or fences around or along the land hereinbefore described and part of the same, or be liable or obliged to pay for any part of the cost or expense of constructing or maintaining such a fence or any part thereof; or be liable for compensation for any damage that may result by reason of the non-existence of such a fence; and (2) that in the event the tracks of the railroad of the said Grantor are elevated or grade, or the grades of any streets, avenues, roads, lanes, highways or alleys are vacated or closed in the vicinity of the land hereinbefore described are changed so that they pass overhead or underneath the said tracks and railroad, or in the event any grade is raised, vacated and closed, the said grantee, as owner of the land hereinbefore described, shall not ask, demand, recover or receive any compensation whatsoever for any damage of whatsoever nature caused by or in any manner growing out of the separation or change of grades of said railroad and/or said streets, avenues, roads, lanes, highways or alleys or out of the vacation and closing of any grade crossing.

IN WITNESS WHEREOF, said FENNER QUIGLEY has caused this Indenture to be executed by _____, its Vice-President, and attested by _____, its Assistant Secretary, this _____ day of _____, A. D. 19____.

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned, a Notary Public, in and for said County and Commonwealth, personally appeared J. B. COHAS, as Vice-President and SECRETARY of PENNDEL COMPANY, a Corporation, and severally acknowledged the execution of the foregoing Indenture to be the voluntary act and deed of said PENNDEL COMPANY, and their voluntary act and deed as officers.

Witness to the above said deed, this 13th day of October

IN THE COURT OF THE DISTRICT OF COLUMBIA
 Before the Honorable Judge
 Room 2000
 1100 Pennsylvania Avenue, N.W.
 Washington, D.C. 20004

UNITED STATES OF AMERICA
 By: *R. L. Bates*
 Vice-President
 Attest:
A. L. Bates
 Secretary
 A. L. Bates

Know all Men by these Presents,

That THE PENNSYLVANIA RAILROAD COMPANY, a Corporation, Lessee of

March 26, 1901, for and during the full term of Nine Hundred and Ninety-nine years. DOES, in consideration of the sum of One Dollar, hereby consent and agree to the conveyance of the premises described in the foregoing and attached Deed dated 1901, and does hereby remise, release, surrender and yield up to SYLVAN LAKE MARINE, INC., the premises described therein.

IN WITNESS WHEREOF, the said THE PENNSYLVANIA RAILROAD COMPANY has caused this Instrument to be executed by J. B. Johns, its Vice-President and attested by F. J. [illegible], its Asst. Sec'y, Secretary, this 1st day of April, A. D. 1959.

THE PENNSYLVANIA RAILROAD COMPANY

By:

Arrest :

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

BEFORE ME, the undersigned, a Notary Public, in and for said County and Commonwealth,
personally appeared J. M. JONES Vice-President

and

respectively of THE PENNSYLVANIA RAILROAD COMPANY, a Corporation, and severally acknowledged the execution of the foregoing Instrument to be the voluntary act and deed of said THE PENNSYLVANIA RAILROAD COMPANY, and their voluntary act and deed as such officers.

WITNESS my hand and Notarial seal, this

13 day of Feb.

A. D. 19 59 .

Duly entered for taxation
this 12 day of Nov. 1957

Clayton E Smith, m. s. t.

For \$ 36.00

Notary Public
JAMES E. BARTON
NOTARY : 1913
PHILADELPHIA, PHILADELPHIA AND
MY COMM. EX. TNS. RES.
JUNE 24, 1900

THE PENNSYLVANIA RAILROAD COMPANY
Office of the Secretary
General Office, Philadelphia

Book 141 Page 158

I HEREBY CERTIFY that the following is a true and correct copy, from the minutes, of action taken at a meeting of the Board of Directors of THE PENNSYLVANIA RAILROAD COMPANY, held at the General Office of the Company, in the City of Philadelphia, on June 24th, 1959:

RESOLVED that any sale of real estate or an interest therein which, in the opinion of the President, any Vice President or the General Manager, Real Estate, shall be no longer necessary for the operation of the Company's railroad, and which involves a consideration not exceeding \$20,000., may be made upon such terms and for such consideration as in the judgment of the President, any Vice President or the General Manager, Real Estate, are just and reasonable, and any of them is authorized to enter into and execute in the name of the Company, under its corporate seal or otherwise, contracts or agreements for the sale of such real estate or interest therein, the authority so exercised to be reported semi-annually to the Board.

RESOLVED that the President, any Vice President or the General Manager, Real Estate, is authorized and empowered, in the event of such sales, to execute deeds and all papers or instruments in connection therewith, to affix the corporate seal thereto, and to acknowledge and deliver the same, and take all other actions and do all other things, all with the same force and effect as if a specific resolution were adopted by the Board in each case.

ATTEST:

W. J. Murray
Assistant Secretary.

PEANDEL COMPANY
Office of the Secretary

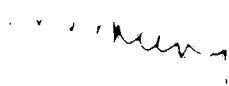
Book 141 Page 158

I HEREBY CERTIFY that the following is a true and correct copy, from the minutes of action taken at a meeting of the Board of Directors of the above-named Company, held November 24th, 1953:

RESOLVED that any sale of real estate or interest therein which, in the opinion of the President or a Vice-President, shall be no longer necessary for the operation of the Company's railroad, and which involves a consideration not exceeding \$20,000., may be made upon such terms and for such consideration as in the judgment of the President or a Vice-President are just and reasonable, and any of them is authorized to enter into and execute in the name of the Company, under its corporate seal or otherwise, contracts or agreements for the sale of such real estate or interest therein, the authority so exercised to be reported semi-annually to the Board.

RESOLVED that the proper officers are authorized and empowered, in the event of such sales, to execute deeds and all papers or instruments in connection therewith, to affix the corporate seal thereto, and to acknowledge and deliver the same, and take all other actions and do all other things, all with the same force and effect as if a specific resolution were adopted by the Board in each case.

ATTEST:


Assistant Secretary.

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55625 - 1

Book 141 Page 154

THIS INDENTURE WITNESSETH, that PENNDEL COMPANY, a Corporation, the Grantor, for and in consideration of the sum of \$4,700.00, to it paid, the receipt of which sum is hereby acknowledged, CONVEYS and WARRANTS, against its own acts and of those claiming under it only, SUBJECT as hereinafter set forth, unto SYLVAN LAKE MARINE, INC., a Corporation of the State of Indiana, with an office or place of business at Rome City, Indiana, the Grantee, forever, the following described premises:

ALL THAT PARCEL of land located at Rome City and situate in the Township of Orange, County of Noble and State of Indiana, being part of the Northwest Quarter of the Northeast Quarter of Section 16 and part of the Southwest Quarter of the Southeast Quarter of Section 9, all in Township 35 North, Range 10 East, bounded and described as follows, viz:

BEGINNING at an interior point in the line dividing said Section 9 on the north from said Section 16 on the south, and at the distance of 50 feet eastwardly, radially from the center line of the main track of railroad of the Pennel Company known as the Grand Rapids Branch;

EXTENDING from said beginning point the following five courses and distances: (1) Northwardly by remaining land of said Pennel Company, parallel with and 50 feet eastwardly radially from said center line of main track 33 feet to the shore line of a reservoir known as Sylvan Lake; (2) Eastwardly along said Lake 123 feet, ±, to a point in said Section dividing line and continuing eastwardly still along said Lake an additional distance of 35 feet, ±, and making a total distance along the course being being described of 158 feet, ±, to a point in the westerly line of land of other owners distant 200 feet eastwardly, radially from said center line of main track; (3) Southwardly by land of other owners, parallel with and 200 feet eastwardly, radially from said center line of main track and curving to the left the distance of 445 feet, ±, to another point on said shore line of reservoir known as Sylvan Lake; (4) Westwardly along said shore line 179 feet, ±, to a point distant 50 feet eastwardly, radially from said center line of main track; and (5) Northwardly by remaining land of said Pennel Company, parallel with and 50 feet eastwardly, radially from said center line of main track and curving to the right the distance of 475 feet, ±, to the place of beginning, as more particularly outlined in yellow on the plat attached hereto and made a part hereof. CONTAINING 69,086 square feet, ±.

THE premises hereinbefore described being comprised of: (a) a portion of the land granted and conveyed to the Grand Rapids & Indiana Railroad Company, a predecessor of the Grantor herein, under and by virtue of the five following deeds: ONE THEREOF from George W. Geisendorff et ux, dated December 29, 1869 and recorded in the Office for the Recording of Deeds in and for Noble County, Indiana, in Deed Book 29 at Page 446; ANOTHER THEREOF from Jacob C. Geisendorff et ux, dated January 31, 1872 and recorded as aforesaid in Deed Book 31 at Page 505; ANOTHER THEREOF from William C. McCurdy et al, dated September 28, 1891 and recorded as aforesaid in Deed Book 66 at Page 363; ANOTHER THEREOF from Evan J. Morris, unmarried, dated November 2, 1891 and recorded as aforesaid in Deed Book 66 at Page 357; AND THE OTHER THEREOF from Sarah H. Geisendorff, widow, dated November 27, 1891 and recorded as aforesaid in Deed Book 66 at Page 365; and (b) a portion of the land granted and conveyed to the Grand Rapids & Indiana Railway Company, a predecessor of the Grantor herein, under and by virtue of the three following deeds: ONE THEREOF from Aaron J. Swinehart, unmarried, by deed dated June 23, 1902 and recorded in the Office for the Recording of Deeds in and for Noble County, Indiana, in Deed Book 82 at Page 480; ANOTHER THEREOF from Mildred F. Owen, unmarried, by deed dated June 23, 1902 and recorded as aforesaid in Deed Book 82 at Page 481; AND THE OTHER THEREOF from William S. O'Rourke et ux, et al, dated November 12, 1908, and recorded as aforesaid in Deed Book 92 at Page 280.

ALSO, all the estate, right, title and interest of the said Grantor, of, in and to the muds, flats and land under the waters of said Sylvan Lake lying north and south of the parcel of land hereinbefore described, and extending as far into the said Lake as such estate, right, title and interest extends or should extend by law or custom, and all riparian rights appertaining thereto.

SUBJECT, however: (1) to such state of facts as an accurate survey may disclose; (2) to the rights of owners of land located to the east of the land herein conveyed, of ingress, egress and regress over the land herein conveyed, for access to and from their land and the public highway by means of an existing private grade crossing over the re-

No. 4644 Received 12 day of Nov 1959

Time 9:00 A.M.

Mark Adams Recorder

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Book 141 Page 155

maining land and railroad of the Grantor, which private grade crossing may be terminated upon the failure of Grantee to comply with the terms and conditions of a certain license agreement entered into between The Pennsylvania Railroad Company, operating the railroad of Pennel Company, and the Grantee herein, dated April 1st 1959; (3) to the rights of owner of existing 8 inch sewer pipe line and any other utility lines; (4) to the terms and provisions of an agreement between the Grand Rapids & Indiana Railroad Company and P. S. O'Rourke et al, dated November 22, 1883 and recorded in the Office for the Recording of Deeds in and for Noble County, Indiana, in Deed Book 52 at Page 24.

THIS INDENTURE is executed, delivered and accepted upon the understanding and agreement: (1) that the said Grantor shall not be liable or obliged to construct or maintain any fence between the parcel of land hereinbefore described and land of the said Grantor adjoining the same; or be liable or obliged to pay for any part of the cost or expense of constructing or maintaining such a fence or any part thereof; or be liable for compensation for any damage that may result by reason of the non-existence of such a fence; and (2) that in the event the tracks of the railroad of the said Grantor are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over the said railroad in the vicinity of the land hereinbefore described are changed so that they shall pass overhead or underneath the said tracks and railroad, or in the event any grade crossing is vacated and closed, the said Grantee, as owner of the land hereinbefore described, shall not ask, demand, recover or receive any compensation whatsoever for any damage of whatsoever nature caused by or in any manner growing out of the separation or change of grades of said railroad and/or said streets, avenues, roads, lanes, highways or alleys or out of the vacation and closing of any grade crossing.

IN WITNESS WHEREOF said PENNDEL COMPANY has caused this Indenture to be executed by J. B. JONES, its Vice-President, and attested by ALVIN BABE, its ASSISTANT Secretary, this 8th day of October A. D. 1959.



PENNDEL COMPANY
By: J. B. Jones
Vice-President
Attest: Alvin Babe
ASSISTANT Secretary
Alvin Babe

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF MONTGOMERY) ss

BEFORE ME, the undersigned, a Notary Public, in and for said County and Commonwealth, personally appeared J. B. JONES, as Vice-President and ALVIN BABE, as ASSISTANT Secretary, respectively, of PENNDEL COMPANY, a Corporation, and severally acknowledged the execution of the foregoing Indenture to be the voluntary act and deed of said PENNDEL COMPANY, and their voluntary act and deed as such officers.

WITNESS my hand and notarial seal, this 13th day of October, A. D. 1959.

THIS INSTRUMENT WAS PREPARED BY:
Norman R. Cole
Room 101 - 15 N. 32nd St.
Philadelphia 4, Penna.

Stephen P. Downs
Notary Public
STEPHEN P. DOWNS
NOTARY PUBLIC
Lower Merion Twp., Montgomery Co., Pa.
My Commission Expires July 2, 1961

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SEC. 9

ON LINE
7.39

APPROVED:-

C. F. Fawcett

REAL ESTATE DEPT RECORD

55625 - 3

R. E. D. Rev. - Indiana Form

Book 141 Page 157

Know all Men by these Presents,

That THE PENNSYLVANIA RAILROAD COMPANY, a Corporation, Lessee of
PENNDL COMPANY

, under Indenture of Lease dated
March 26, 1921, for and during the full term of Nine Hundred and Ninety-
nine years, DOES, in consideration of the sum of One Dollar, hereby consent and agree to
the conveyance of the premises described in the foregoing and attached Deed dated
OCT 8 19 59, and does hereby remise, release, surrender and yield up
to SYLVAN LAKE MARINE, INC.,

the premises described therein.

IN WITNESS WHEREOF, the said THE PENNSYLVANIA RAILROAD COMPANY has
caused this Instrument to be executed by J. B. JONES, Vice-President
and attested by F. J. BRITTINGHAM, its ASST. TO THE Secretary, this
15th day of October, A. D. 1959.

THE PENNSYLVANIA RAILROAD COMPANY

By:

Attest:

J. B. Jones
Vice-President
J. B. Jones

F. J. Brittingham
ASST. TO THE Secretary.
F. J. Brittingham

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF PHILADELPHIA } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and Commonwealth,
personally appeared J. B. JONES, Vice-President
and F. J. BRITTINGHAM, ASST. TO THE Secretary,
respectively, of THE PENNSYLVANIA RAILROAD COMPANY, a Corporation, and severally
acknowledged the execution of the foregoing Instrument to be the voluntary act and deed of said
THE PENNSYLVANIA RAILROAD COMPANY, and their voluntary act and deed as such officers.

WITNESS my hand and Notarial seal, this 15th day of October

A. D. 19 59 .

Duly entered for taxation
this 15th day of Nov. 1959
Chayton E. Smith
AUDITOR, NOBLE CO.
For \$.....

James E. Barton
Notary Public
JAMES E. BARTON
NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA CO., PA.
MY COMMISSION EXPIRES
JUNE 24, 1962

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THE PENNSYLVANIA RAILROAD COMPANY
Office of the Secretary
General Office, Philadelphia

Book 141 Page 158

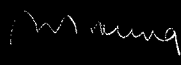
Book 141

I HEREBY CERTIFY that the following is a true and correct copy, from the minutes, of action taken at a meeting of the Board of Directors of THE PENNSYLVANIA RAILROAD COMPANY, held at the General Office of the Company, in the City of Philadelphia, on June 24th, 1959:

RESOLVED that any sale of real estate or an interest therein which, in the opinion of the President, any Vice President or the General Manager, Real Estate, shall be no longer necessary for the operation of the Company's railroad, and which involves a consideration not exceeding \$20,000., may be made upon such terms and for such consideration as in the judgment of the President, any Vice President or the General Manager, Real Estate, are just and reasonable, and any of them is authorized to enter into and execute in the name of the Company, under its corporate seal or otherwise, contracts or agreements for the sale of such real estate or interest therein, the authority so exercised to be reported semi-annually to the Board.

RESOLVED that the President, any Vice President or the General Manager, Real Estate, is authorized and empowered, in the event of such sales, to execute deeds and all papers or instruments in connection therewith, to affix the corporate seal thereto, and to acknowledge and deliver the same, and take all other actions and do all other things, all with the same force and effect as if a specific resolution were adopted by the Board in each case.

ATTEST:


Assistant Secretary.

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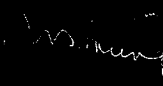
PENNDL COMPANY
Office of the Secretary

I HEREBY CERTIFY that the following is a true and correct copy, from the minutes of action taken at a meeting of the Board of Directors of the above-named Company, held November 24th, 1953:

RESOLVED that any sale of real estate or interest therein which, in the opinion of the President or a Vice-President, shall be no longer necessary for the operation of the Company's railroad, and which involves a consideration not exceeding \$20,000., may be made upon such terms and for such consideration as in the judgment of the President or a Vice-President are just and reasonable, and any of them is authorized to enter into and execute in the name of the Company, under its corporate seal or otherwise, contracts or agreements for the sale of such real estate or interest therein, the authority so exercised to be reported semi-annually to the Board.

RESOLVED that the proper officers are authorized and empowered, in the event of such sales, to execute deeds and all papers or instruments in connection therewith, to affix the corporate seal thereto, and to acknowledge and deliver the same, and take all other actions and do all other things, all with the same force and effect as if a specific resolution were adopted by the Board in each case.

ATTEST:


Assistant Secretary.

DR 124, 12

No. 150

\$4500.00

Aetna Life Ins. Company

to

Jewel O. McClanahan & wf

THIS INDENTURE WITNESSETH, that the AETNA LIFE INSURANCE COMPANY, a corporation, duly incorporated under the laws of the State of Connecticut, having its principal office in the city of Hartford, State of Connecticut, for the consideration of FORTY FIVE HUNDRED and NO/100 (\$4500.00) Dollars, in hand paid, grants, bargains, sells and conveys to Jewel O. McClanahan and Sarah F. McClanahan, husband and wife, as tenants by the entirety the following described Real Estate situated in _____ in the County of Noble State of Indiana to-wit:

The East Half of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 31, Township 33 North, Range 10 East, except that portion of the land lying South of the public highway known as the Fort Wayne and Goshen road, being in the Southwest corner of the East Half of the Northeast Quarter of said Section 31, and containing in all One Hundred Nineteen acres, more or less.

SAID GRANTOR, for itself, its successors and assigns, does hereby covenant, promise and agree to and with said grantee, their heirs and assigns that it will warrant and forever defend said premises, with the appurtenances, against the claims of all persons claiming or to claim the same by, through, or under the grantor only.

Subject to all legal highways and subject to 1940 and all subsequent Real Estate Taxes and Subject to all special assessments.

In Witness Whereof, said COMPANY has, by its Vice-President hereunto duly authorized, signed and sealed this instrument, this 6th day of December, A.D. 1944.

AETNA LIFE INSURANCE COMPANY,

By James B. Slimmon
Vice President.

(Corporate Seal)

STATE OF CONNECTICUT, City and County of Hartford, SS.

On this 13th day of December, 1944, before me appeared James B. Slimmon, to me personally known, who being by me first duly sworn, did say that he is the Vice-President of the AETNA LIFE INSURANCE COMPANY, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of directors, and said James B. Slimmon acknowledged said instrument to be his free act and deed and the free act and deed of said corporation by it voluntarily executed.

My Commission expires Mar 31, 1947

Transferred for taxation January 15, 1945

Recorded, January 15, 1945, at 3:00 P.M.

F. E. Dion (SEAL)
Notary Public in and for said County and State.

Donald M. Baisan Recorder, Noble County, Indiana.

No. 156

\$6650.00

Charles W. Gradeless & wf

to

Claude H Blew & wf

THIS INDENTURE WITNESSETH, That Charles W. Gradeless and Fannie R. Gradeless, his wife of Noble County, in the State of Indiana Convey and Warrant to Claude H. Blew and Tina E. Blew, husband and wife of Noble County, in the State of Indiana, for and in consideration of Six thousand six hundred and fifty DOLLARS the receipt whereof is hereby acknowledged, the following described Real Estate in Noble County in the State of Indiana, to-wit:

All that part of the North half of the southwest quarter of Section thirteen (13), township thirty three (33) north, range nine (9) east, lying north of the public highway running in an easterly and westerly direction through said north half of said southwest quarter, containing forty-two acres of land, more or less subject to all existing and legal highways.

In Witness Whereof, The said Charles W. Gradeless and Fannie R. Gradeless, husband and wife, each over the age of twenty years have hereunto set their hand and seal, this 13 day of January 1945.

Charles W. Gradeless (SEAL)
Fannie R. Gradeless (SEAL)

STATE OF INDIANA Whitley County, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 13th day of January A.D. 1945, personally appeared the within named Charles W. Gradeless and Fannie R. Gradeless Grantors in the above conveyance, and acknowledged the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

In Witness Whereof, I have hereunto subscribed my name and affixed my seal.

My Commission expires Jan. 17, 1948

Transferred for taxation January 16 1945

Recorded, January 16, 1945, at 2:00 P.M.

Ilo Mae Holloway
Notary Public

Donald M. Baisan Recorder, Noble County, Indiana.

No. 157

\$1.00

Floyd & Ethel Worman

to

Orrin D. Campbell, et al

THIS INDENTURE WITNESSETH, That Floyd & Ethel Worman husband & wife of Noble County, in the State of Indiana Convey and Warrant to Orrin D. Campbell and Marvel E. Campbell of Noble County, in the State of Indiana, for and in consideration of One Dollar Other Consideration Dollars, the receipt whereof is hereby acknowledged, the following described Real Estate in Orange County in the State of Indiana, to-wit:

Lot No. 1 on Worman's Point at Sylvan Lake in Noble County, Indiana.

No building shall be erected within eighteen feet of the high water mark of said lake front.

Said lot shall not be used for any commercial purpose.

The real estate herein described shall not be sold, transferred or leased, directly or indirectly, to any person wholly or partly of African descent.

The grantees herein, and any subsequent owners of said real estate, may be enjoined by legal process from selling, transferring or leasing said real estate to any person wholly or partly of African descent, and title to said real estate shall in no event be sold, transferred, leased or otherwise vested in any person wholly or partly of African descent.

DR 124,13

In Witness Whereof, The said Floyd & Ethel Worman, husband & wife have hereunto set their hands and seals, this 5th. day of Dec. 1944

Floyd Worman (SEAL)
Ethel Worman (SEAL)

STATE OF INDIANA, Noble County, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 5 day of December, A.D., 1944, personally appeared the within named Floyd & Ethel Worman, husband & wife Grantors in the above conveyance, and acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires March 19, 1946
Transferred for taxation January 16, 1945
Recorded, January 16, 1945, at 2:00 P.M.

Carey C. Schwab
Notary Public



Ronald M. Bausch Recorder, Noble County, Indiana.

No. 163

\$1.00

Louis L. Levy & wf

to

Lucille Schwab, Trustee

THIS INDENTURE WITNESSETH, That Louis L. Levy and Ruth T. Levy, his wife, of Noble County, in the State of Indiana Convey and Warrant to Lucille Schwab, Trustee for the purpose of reconveyance, of Noble County, in the State of Indiana, for and in consideration of One Dollar and other valuable considerations, the receipt whereof is hereby acknowledged, the following described Real Estate in Noble County in the State of Indiana, to-wit:

Lots Number Sixty-three and Sixty-four in the original Plat of the town, now city, of Ligonier.

In Witness Whereof, The said Louis L. Levy and Ruth T. Levy, his wife, have hereunto set their hands and seals, this 16th day of January 1945.

Louis L. Levy (SEAL)
Ruth T. Levy (SEAL)

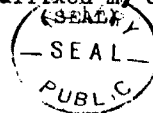
STATE OF INDIANA, Noble County, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 16th day of January, A.D., 1945, personally appeared the within named Louis L. Levy and Ruth T. Levy, his wife, Grantors in the above conveyance, and acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires January 5th, 1949
Transferred for taxation January 17, 1945
Recorded, January 17, 1945, at 9:15 A.M.

George L. Kulison
Notary Public



Ronald M. Bausch Recorder, Noble County, Indiana.

No. 164

\$1.00

Lucille Schwab, Trustee

to

Louis L. Levy & wf

THIS INDENTURE WITNESSETH, That Lucille Schwab, Trustee for the purpose of reconveyance, single and of adult age, of Noble County, in the State of Indiana Release and Quit-Claim to Louis L. Levy and Ruth T. Levy, husband and wife, of Noble County, in the State of Indiana, for and in consideration of One Dollar and other valuable considerations, the receipt whereof is hereby acknowledged, the following described Real Estate in Noble County in the State of Indiana, to-wit:

Lots number Sixty-three (63) and Sixty-four (64) in the Original Plat of the Town, now City, of Ligonier.

In Witness Whereof, The said Lucille Schwab, Trustee for the purpose of reconveyance, single and of adult age, has hereunto set her hand and seal, this 16th day of January 1945

Lucille Schwab (SEAL)

STATE OF INDIANA, Noble County, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 16th day of January, A.D., 1945, personally appeared the within named Lucille Schwab, Trustee for the purpose of reconveyance, single and of adult age, Grantor in the above conveyance, and acknowledged the execution of the same to be her voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires January 5th, 1949
Transferred for taxation January 17, 1945
Recorded, January 17, 1945 at 9:15 A.M.

George L. Kulison
Notary Public



Ronald M. Bausch Recorder, Noble County, Indiana.

No. 167

\$1.00

Jennie L. Timmis

to

Freeman Yoder & wf

THIS INDENTURE WITNESSETH, That Jennie L. Timmis, single and of adult age, of Noble County, in the State of Indiana Convey and Warrant to Freeman Yoder and Florence T. Yoder, husband and wife, of Noble County, in the State of Indiana, for and in consideration of One Dollar and other valuable considerations, the receipt whereof is hereby acknowledged, the following described Real Estate in Noble County in the State of Indiana, to-wit:

The southeast quarter of the northwest quarter of Section 28, Township 35 North, Range 8 East, excepting therefrom the following described tract, to-wit: Commencing 11 chains and 42 links North of the South east corner of the northwest quarter of Section 28, aforesaid, running thence West 20 chains, thence North 5 chains and 71 links, thence East 20 chains, thence South 5 chains and 71 links to the place of beginning

In Witness Whereof, The said Jennie L. Timmis, single and of adult age, has hereunto set her hand and seal, this 10th day of January 1944.

Jennie L. Timmis, (Seal)