

# PROTECTIVE COVENANTS AND RESTRICTIONS Appended to and made a part of the Dedication and Plat of BLISS POINT

AND REPLAT OF LOTS 10 & 11 IN WORMAN'S POINT

All the Lots in said Addition shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations, and charges hereinafter set forth; and they shall be considered a part of the conveyance of any Lot in said Addition without being written therein. The provisions herein contained are for the mutual of any Lot in said Addition without being written therein. The provisions herein contained are for the mutual Addition, their respective logal expresentatives, beits, suocessors, grantees and assigns. The owner, or owners, present or future, of any land or Lot included in said Addition also han be entitled in significant any violation or attentipied violation of the provisions hereof and so fall angest for any injuries resulting from any violations thereof; but there shall be no right of reversion or forfeiture of title resulting from such violation. benefit and protection of the owners, present or future, of any and all Lots in said Addition; and they shall run with the land and inure to the benefit of and be enforceable by the owner of any land or Lots included in said

### PREFACE

Lots for residential purposes. Only nine homes, one per Lot, shall be erected within this Subdivision. It is the intent of the Developer that all of the regulations with respect to the use and occupancy of the Lots of Bliss Point from time to time, to Point be designed to accommodate the desires of the occupants of the Lots of Bliss Point from time to time, to Bliss Point & the Replat of Lots 10 & 11 in Worman's Point (hereinafter referred to as simply "Bliss Point") is a subdivision located in Sections 9 & 16, Township 35 North, Range 10 East, Noble County, Indiana. The herein set forth. preserve property values, and to be flexible enough to meet specific needs, including the need to raise funds. Accordingly, this Preface and its statements shall be deemed a covenant of equal force and effect as all others Lots are numbered 1 to 9, inclusively, as shown on the plat. There shall be no further subdividing of any of the

ARTICLE I - DEFINITIONS

1. "Developer" shall mean DONALD E. & ALICE I. RICHARDS, their successor or successors in interest as such Developers, as designated by them or their successors. Developer shall also act as Architectural Control

"Drainage easements" shall mean any easement as set forth by statutes of the State of Indiana and the County of Noble for the construction, reconstruction, and/or maintenance of an open or tile drain which was established under or made subject to any drainage statute, for any drainage easements that are dedicated as a

Developer, their successors and assigns, for the installation, construction, maintenance operation, servicing, repair, removal and replacement of utility plant, subject to the obligation of any such utility which installs the work. All utility wire, cables, conduits, pipes and other facilities structure to repair and return the ground conditions to at least as good a condition as existed prior to such
(. All utility wire, cables, conduits, pipes and other facilities within Bliss Point shall be located "Utility easements" are reserved for use by municipal, public and quasi-public utilities and by the

 "Lot" shall mean any of the Lots as they are originally designed and platted in Bliss Point.
 "Owner" shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for, the performance of any obligation.

Michael Shawling

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1. No dwelling, fence, wall, or other structure, or construction, grading, land clearing or work of any nature whatsoever shall be commenced, exceted, or maintained on any lot, nor shall any addition or alterations be made to the original structure until the plans and specifications have been approved in writing, and in a timely manner, by the Developer or its authorized agent. The Developer shall have the right to refuse to approve any such plans and specifications which are not suitable or desirable in its opinion for neathering or other any and plants and specifications which are not suitable or desirable in its opinion for neathering or other any and plants. planned on the outlook from adjacent or neighboring property. This is to insure the future appreciation of the other structure to be in harmony with the surroundings and the effect of the building or other structure as specifications, Developer shall have the right to take into consideration suitability of the proposed buildings or and which do not comply in every respect with restrictions set forth herein. In so passing upon such plans and property and subdivision.

be used on any Lot at any time as a residence, either temporarily or permanently. No unilicensed or unregistered automobile or motorized vehicle may be parked or manitained on any Lot. No motor vehicle may be disassembled on allowed to remain in a state of disassembly on any Lot but instead, shall be equipped at all times for on-road driving. No semi-truck, and/or trailer, motor home, camping or other trailer, recreational All buildings shall be constructed in substantial and good workmanlike manner and of new materials. No
roll siding, as bestos shingle siding, or siding containing asphalt and tar as one of its principal ingredients shall
be used in the exterior construction of any building on any Lots of said Subdivision, and no roll roofing of any temporarily in driveways during construction or alteration of dwellings and for the purpose of making pickups and deliveries to dwellings. No boats on trailers or trailers shall be parked on any Lot. description or character shall be used on the roof of any dwelling house or attactted garage on any of said Lots vehicle, or other equipment or machinery of any kind shall be parked or kept on any Lot at any time, either No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall

no structure of more than one-story shall be built on any Lot having a total square footage of less than 1600 square feet, with 1100 square feet on the ground floor. No buildings may be moved on to any Lot in this Subdivision. This includes, but is not limited to, single or double wide trailers, manufactured houses, 4. No building shall be built on any Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeways, or gazages, of less than 1400 square feet in the case of a one-story structure or less than 1100 square feet in the case of a structure other than one-story, and provided further than

5. Construction of the single family dwelling house and garage and all landscaping shall be completed twelve (12) months after the construction has began. An extension of this time period may be made by the Developer upon written request, said extension to be solely within the discretion of the Developer. No building shall be located on any Lot nearer to the front Lot line or nearer to the side Lot line than the

ium building setback line shown on the recorded plat.

which may be or may become an armoyance or nuisance to the neighborhood. All Lois must be kept mowed so as to not allow any grass and/or weed to exceed 12" in height on undeveloped Lots and 8" on developed Lots. All landscaping and exterior improvements shall be properly maintained to remain in harmony with Lots. All landscaping and exterior improvements shall be properly maintained to remain in harmony with adjoining Lots in the Subdivision. No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done thereon

8. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Jos. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected mantisanted, or permitted upon any Lot. The Developers of Bliss Point retain all mineral rights below ground level on any Lots in said Subdivision.

9. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet, advertising the property during the construction and sales period. Commercial activity shall be limited to the extent that there can be no walk in or vehicular traffic and no exterior sign advertising said business. All business activity shall be allowed only upon approval of the Rome City Plan Commission and proper notice to all affected land owners.

of owner's Lot shall be on a leash. There shall be no production of any animals, livestock, or poultry of any kind on any Lots. All pets outside

disposal of such materials shall be kept in a clean and sanitary condition and properly concealed from shall not be kept except in sanitary containers. 11. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or

All driveways shall be of a hard-surface material. Each residence must be so designed and constructed

off-street parking spaces, in addition to those located within their garage.

the dwelling house, its basement or attached garage.

14. No fence or wall shall be enected, placed or altered on any Lot nearer to any street than the minimum building setback line. No fence, wall, bedge, or shrub planting, which obstructs sight line at elevations building setback line. No fence, wall, bedge, or shrub planting, which obstructs sight line at elevations building setback line. 13. All fuel or oil storage tanks shall be installed under ground or concealed within the main structure of

15. Except with prior written approval of the Developer, no Lot owner shall cause or permit anything to be placed or affixed on the outside walls or roof of their dwelling, including but not limited to solar panels, fence shall be erected between the Lake and the dwelling on any Lot. satellite receivers (dishes), radio or television antennas. No solar panels, freestanding radio or television between two (2) and seven (7) feet above roadways shall be placed or permitted to remain on any Lot.

effect any other provisions which shall remain in full force and effect 16. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way antennae, chasers, or similar structures shall be permitted on any Lot.

they shall automatically be extended for successive periods of ten (10) years; provided these Covenants and Restrictions may be amended by instrument signed by not less than 23 of the Lot Owners; and provided further, DONALD E. & ALICE J. RICHARDS and their successors or assigns, shall have the exclusive right for five (5) years from the date of recording of the plat to amend any of the Covenants and Restrictions, provided such changes are in compliance with all state and local regulations. term of twenty (20) years from the date these Covenants and Restrictions are recorded, after which time upon all owners of any land within Bliss Point and all persons claiming under them, and be effective for a 17. DURATION: The Covenants and Restrictions herein contained shall run with the land and be binding

# A SUBDIVISION OF THE TOWN OF ROME CITY, INDIANA,

CONSULTING ENGINEERS, INC. 357 NORTH MAIN STREET, SUITE B, POST OFFICE BOX 546 KENDALLVILLE, INDIANA 46755 (260) 347-2030 FAX 347-1092

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		-02						DES	REVISIONS
SHEET #	CHECKED BY:	DRAWN BY:						DESCRIPTION	IONS

DOE 12/ Page 139

Conditions copy not very

THIS INDESTURE WITHESSETH, that FRANCEL COMPANY, a Corporation, the Grantor, for AMALIA

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under it may, and a hereinable set forth, unto SYLVAN LAKE DARRIES, INC., a

Corporation of the State of Indiana, with an office or place of business at Home City,

Indiana, the grantee, forever, the following described premises:

And THAT I which if land located at Rome City and situate in the Township of Orange, County if Norle and State of Indiana, being part of the Northwest Quarter of the Northwest Quarter of the North-of Section 9, all im Township 35 North, Range 10 Rast, bounded and described as follows, viz:

from said to the interior point in the line dividing said Section of the north from the center line if the main track of railroad of the Fennde longary known as the Grand mapids grand.

Northwardly by remaining Land of said Penndel 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; 'L mastwardly along said lake 123 feet, i, to a point in said lection dividing line and continuing eastwardly still along said lake an additional distance of the feet, i, and making a total distance along the course being being described of the feet, i, to a point in the westerly line of land of other owners distant DX feet eastwardly, reliably from said center line if main track; (2) Southwardly by land of other owners, parallel with and 200 feet eastwardly, radially from said center line if main track and curving to the left the distance of the feet, i, to another point on said on we line if reservoir known as Sylvan lake; 'L, nestwardly along penter line of main track; and (5) Northwardly by remaining land of said Penndel Company, parallel with and 50 feet eastwardly, radially from said center line of main track; and (5) Northwardly by remaining land of said Penndel Company, parallel with and 50 feet eastwardly, radially from said center line of main track and carving to the place of Deginning, as more particularly outlined in reliow on the plat attached hereto and made a part hereof.

THE tremless rereinbefore described being comprised of: (a) a portion of the land fraid and voyer to the brand hapids & Indiana Railroad Company, a predecessor of the brandor herein, under and by virtue of the five following deeds: DNE THEREOF from George at Jeisendorff et ux, dated December 29, 1869 and recorded in the Office for the Recording of Peeds in and for Noble County, Indiana, in Deed Book 29 at Fage 440; ANOTHER THEREOF from Jano at Jeisendorff et ux, dated January 31, 1872 and recorded as aforesaid in Deed Book at fage 505; ANOTHER THEREOF from William C. McJurdy et al, dated September 29, 1891 and recorded as aforesaid in Deed Book be at Fage 363; ANOTHER THEREOF from Svan J. Morris, unmarried, dated November 2, 1891 and recorded as aforesaid in Deed Book be at Fage 363; and (b a predecessor of the January and conveyed to the Grand Rapids & Indiana hailway Company, ONE Dishlof from Aaron C. Swinenart, unmarried, by deed dated June 23, 1801 and recorded in the office for the Recording of Deeds in and for Noble Jounty, Indiana, indicated Sook Milliam S. O'Rourke et ux, et al, dated November 12, 1908, and recorded as aforesaid in Deed Book 92 at Page 230.

ALX, all the estate, right, title and interest of the said Grantor, of, in and to the made, flats and land under the waters of said Sylvan Lake Lying worth 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 after alming thereto.

SUBJECT, however: In the such state of facts as an accurate survey may disclose: (2) to the rights of owners it and located to the east of the land herein conveyed, of ingress, gress are regress even the land herein conveyed, for access to and from their land and the could highway by means of an existing private grade prossing over the re-

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raining 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 according to between The Penneylvania Reilroad Contany, diseasing the first of the first

The rest induction is any series of any streets, avenues, reads, laner, is inverted and land nereinfector described and land of the construction or expense of constructing or maintaining such a fence or any part thereoff or be liable of expense of constructing or maintaining such a fence or any part thereoff 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 revealed defined. If the grades of any streets, avenues, roads, laner, limmays or alleys were said in the said in the said tracks and railroad; or in the event any grade in some - varieted and closed, the said tracks are railroad; or in the event any grade if whatsoever hatter gaused by or in any manner growing may allege the said area. If the start in the reason of whatsoever hatter gaused by or in any manner growing may be the start in the reason of the varieting and closing of any grade incases, lanes, liking the alleys or out of the varieting and closing of any grade incases.

by its Vice-Fresident, and attested by its Assistance Secretary, this day of

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OL WEALS

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J. B. JOALS

, as Fine-President and

LA LANT SECRETARY, DECLES CONTROLS

Pointed Company, a Someoration, and severally acknowledged the execution of the aforegoing Indenture A. Se the Voluntary act and deed of mald PENNOEL SERANT, with eir
Voluntary at an seek as the fifteens.

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### Know all Men by these Presents.

That THE PENNSYLVANIA RAILROAD COMPANY, a Corporation, Lessee of PENNS ... . MIAN

, under Indenture of Lease dated , for and during the full term of Nine Hundred and Ninety-March Se, 19,1

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

19 4 - and does hereby remise, release, surrender and yield up SYLVA LAKE MARINE, IN ..

the premises described therein.

IN WITNESS WHEREOF, the said THE PENNSYLVANIA RAILROAD COMPANY hacaused this Instrument to be executed by J. B. JUNES and attested by Assi. To the

A. D. 1959

THE PENNSYLVANIA RAILROAD CO

By:

Attest:

Ton Secretary

F.J. Srittingham

COMMONWEALTH OF PENNSYLVANIA COUNTY OF PHILADELPHIA

HEFORE ME, the undersigned, a Notary Public, in and for said County and Commonwealth. Vice-President personally appeared

respectively, of THE PENNSYLVANIA RAILROAD COMPANY, a Corporation, and severally acknowledged the execution of the aforegoing 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

day of

A. D. 19 59 .

Duly entered for taxa:...n. three day of Nek 1957

For \$ 36 Pm

JULIA C. 24. TEMP

# THE PENNSYLVANIA RATLROAD COMPANY Office of the Secretary General Office, Philadelphia

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Of action taken at a meeting of the Board of Directors of THE PANESYLVANIA RAILROAD COMPANY, held at the General Office of the Company, in the City of Philadelphia, on June 24th, 1959:

ABBOLYED 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 Latate, is authorized and empowered, in the event of such males, to execute deeds and all papers of instruments in connection therevite, 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.

## PENDEL 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 suthorized 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 expowered, 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:

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Assistant Secretary.

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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 FARCEL 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:

EXCINNING 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 Penndel Company known as the Grand Rapids Branch;

EXTERIBING from said beginning point the following five courses and distances: (1) Northwardly by remaining land of said Penndel 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, i, to a point in said Section dividing line and continuing eastwardly still along said Lake an additional distance of 35 feet, i, and making a total distance along the course being being described of 158 feet, i, 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, i, to another point on said shore line of reservoir known as Sylvan Lake; (4) Westwardly along said shore line 179 feet, i, to a point distant 50 feet eastwardly, radially from said center line of main track; and (5) Northwardly by remaining land of said Penndel Company, arallel with and 50 feet eastwardly, radially from said center line of main track and curving to the right the distance of 475 feet, i, 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, i.

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 Beorge ... 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 aforecaid 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, fated 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 Milliam S. C'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 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-

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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 Penndel Company, and the Grantee herein, dated April 1st 1959; (3) to the railroad of Penndel Company, and the Grantee herein, dated April 1st 1959; (4) to rights of owner of existing 8 inch sewer pipe line and any other utility lines; (4) to rights of owner of existing 8 inch sewer pipe line and any other utility lines; (4) to Company and provisions of an agreement between the Grant Rapids & Indiana Railroad the terms and provisions of an agreement between the Grant Rapids & Indiana (5) 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 214.

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 or expense of constructing or maintaining such a fence or any part thereof; or be liable or expense of constructing or maintaining such a fence or any part thereof; or be liable or expense of constructing or maintaining such a fence or any part thereof; or be liable or expense of constructing or maintaining such a fence; and (2) that in the event the tracks of the railroad of the said Grantor are a fence; and (2) that in the event the tracks of the railroad of the said Grantor are alleys over the said railroad in the vicinity of the land hereinbefore described are alleys over the said railroad in the vicinity of the said Grantee, as owner of the 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 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, of the separation or change of grades of said railroad and/or said streets, avenues, 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

J. B. JONES bу

, its Vice-President, and attested by

ALVIN BABE

, its ASSISTANT Secretary, this 8

COMPANY

( ) taking A. D. 1959.



President SSISTANT Secretary

COMMONWEALTH OF PENNSYLVANIA ទទ COUNTY OF MONTGOMERY

BEFORE ME, the undersigned, a Notary Public, in and for said County and Common-

wealth, personally appeared

J. B. JONES

, as Vice-President and

ALVIN BABE

, as ASSISTANT

Secretary, respectively, of

Alvin Babe

PENNDEL COMPANY, a Corporation, and severally acknowledged the execution of the aforegoing 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

CcTober 13 77 day of

A. D. 1959.

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

O. Notary Public STERVEN P. DOWNS

Lower Merick Two., Montgomery Co., Pa. My Commission Expires July 2, 1961

SOUTH LINE OF NORTH LINE OF CF SEC. 9 NW 1/4 OF NE. 1/4 S  N. W. 1/4 OF S.E. 1/4 S  S. W. 1/4 OF S.E. 1/4 S  FOME CLEY  TOWNSHIP OPAKAE COUNTY.	123
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Book 14/ Page 157 Know all. Men by these Presents, That THE PENNSYLVANIA RAILROAD COMPANY, a Corporation, Lessee of PENNDEL COMPANY , under Indenture of Lease dated , for and during the full term of Nine Hundred and Ninety-March 26, 1921 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 1959, 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 , its ASST. TO THE Secretary, this F. J. BRITTINGHAM and attested by day of Ection A. D. 1959. THE PENNSYLVANIA RAILROAD COMPANY By: Attest: F.J.Brittingham COMMONWEALTH OF PENNSYLVANIA COUNTY OF PHILADELPHIA BEFORE ME, the undersigned, a Notary Public, in and for said County and Commonwealth. Vice-President , as Dicestoro Reado Estate J. B. JONES personally appeared Secretary, respectively, of THE PENNSYLVANIA RAILROAD COMPANY, a Corporation, and severally acknowledged the execution of the aforegoing 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 A. D. 19 59 .

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

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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 Fhiladelphia, 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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Book 14 Page 159

### PENNDEL 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 dc 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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No. 150

\$4500.00

Aetna Life Ins. Company

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 Hartord, State of Connecticut, for the consideration of FORY FIVE HUNDRED and NO/100 (14500.00) 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, kange 10 East, except that portion of the land lying South of the public highway known as the Fort Wayne and Goshen hoad, 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

By James B. Slimmon

(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.

F. E. Dion (SPAL)

My Commission expires Mar 31, 1947 Transferred for taxation January 15, 1948 Recorded, January 15, 1945, at 3:00 P.M. 1945

Notary Public in and for Aqid County smeduState. Barens \_Recorder, Noble County, Indiana.

No. 156

\$6650.00

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Charles W. Gradeless & 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 B. 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 RealEstate in Noble County in the State of Indiana, to-wit:

Claude H Blew & wf 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 Fannie R. Gradeless

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<sub>2</sub>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 sauthous act and the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

Illo Mac Holloway

Notary Public

My Commission expires Jan. 17, 1948 Transferred for taxation January 16 1945 Recorded, January 16, 1945, at 2:00 P.M.

Recorder, Noble County, Indiana.

SEAL CUBLY



DOCUMENTA

No. 157 \$1.00

Floyd & Ethel Worman

Orrin D. Campbell, etal

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 Wormans 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, transfering 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.

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) 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.

Carey C. Schwab

Notary Public

Carey C. Schwab

Notary Public

CARES INTERNA. ANTAR SHILD STATES INTERNAL REVENUE Transferred for taxation January 16, 1948 Recorded, January 16, 1945, at 2:00 P.M. 1945 SEAL Would The Barres \_\_\_Recorder, Noble County, Indiana. PUBLY THIS INDENTURE WITNESSETH, That Louis L. Lovy and Ruth T. Lovy; 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 Doliar and other valuable considerations, the receipt whereof is hereby acknowledged, the following described Real Estate in Noble County in the State of Indiana, to with the State of Indiana to with No. 163 Louis L. Levy & wf Indiana, to-wit: Lucille Schwab. Trustee 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., 1944, 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.

George L. Rulison My Commission expires January 5th, 1949 Transferred for taxation January 17, 1945 Recorded, January 17, 1945, at 9:15 A.M. SEAL CUBL als M (Barres Recorder, Noble County, Indiana. **电影力学的现在分词形式的现在分词形式的现在分词的变形的形式的变形的变形的变形的变形的变形的变形的变形的变形的变形的变形的形式的有效的有种的变形的变形的变形的变形的** 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 Kelease 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-witz No. 164 \$1.00 Lucille Schwab, Trustee Lots number Sixty-three (63) and Sixty-four (64) in the Original Plat of the Town, now City, of Ligonier. Louis L. Levy & wf 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 SEATURE Official seal. mentioned IN WITNESS WHEREOF, I have hereunto subscribed my name and aff George L. kulison George L. Rul: Notary Public My Commission expires January 5th, 1949 Transferred for taxation January 17, 1945 Recorded, January 17, 1945 at 9:15 A.M. -SEAL CUBLY Wonald M Charges Recorder, Noble County, Indiana. 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: No. 167 \$1.00 Jennie L. Timmis The southeast quarter of the northwest quarter of Section 28, Township 35

Freeman Yoder & wf North, Range 8 East, excepting therefrom the following described tract, to-witz 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 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)