

THURSDAY, MAY 11<sup>TH</sup> • 6PM EST

Noble County, IN

# AUCTION

*Stunning Lake Home*



## INFORMATION BOOKLET

- ♦ 98 ft of lake frontage on Sylvan Lake
- ♦ Beautiful 3033 sq ft home built in 2007
- ♦ Very clean and move in ready

130 Sylvan Pt, Rome City, IN



800-451-2709 ♦ [SchraderAuction.com](http://SchraderAuction.com)

## DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

**SELLER: Dennis J. Hogan Revocable Living Trust**

**AUCTION COMPANY: Schrader Real Estate and Auction Company, Inc.**

AC63001504, AU08801377, RB22000867



### SCHRADER REAL ESTATE & AUCTION CO., INC.

950 N. Liberty Dr., Columbia City, IN 46725

**260-244-7606 or 800-451-2709**

**SchraderAuction.com**

#### AUCTION TERMS & CONDITIONS:

**PROCEDURE:** The property will be offered in 1 individual tract, as a total .29-acre unit. There will be open bidding during the auction as determined by the Auctioneer. Bids on the total property may compete.

**DOWN PAYMENT:** 10% down payment on the day of auction for individual tracts or combinations of tracts. The down payment may be made in the form of cashier's check, personal check, or corporate check. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING**, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.

**ACCEPTANCE OF BID PRICES:** All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers' acceptance or rejection.

**DEED:** Seller shall provide Warranty Deed(s).

**CLOSING:** The balance of the real estate purchase price is due at closing, which will take place on or before 30 days after auction.

**POSSESSION:** Possession is at closing.

**2 REAL ESTATE TAXES:** Real estate taxes will

be prorated up to the day of closing, after will be the responsibility of the Buyer(s) beginning with taxes due in 2024 and thereafter.

**PROPERTY INSPECTION:** Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries, and due diligence concerning the property. Inspection dates have been scheduled and will be staffed with auction personnel. Further, Seller disclaims any and all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

**ACREAGE:** All tract acreages, dimensions, and proposed boundaries are approximate and have been estimated based on current legal descriptions and/or aerial photos.

**AGENCY:** Schrader Real Estate & Auction Company, Inc. and its representatives are exclusive agents of the Seller.

**DISCLAIMER AND ABSENCE OF WARRANTIES:** All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement.

The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final.

**ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**



# BOOKLET INDEX

|  |                   |
|--|-------------------|
| • <b>BIDDER PRE-REGISTRATION FORM</b>        | <b>Page 5</b>     |
| • <b>ONLINE BIDDING REGISTRATION FORM</b>    | <b>Page 7-8</b>   |
| • <b>LOCATION MAP &amp; AERIAL TRACT MAP</b> | <b>Page 9-11</b>  |
| • <b>PLAT MAP INFORMATION</b>                | <b>Page 13-28</b> |
| • <b>TAX INFORMATION</b>                     | <b>Page 29-35</b> |
| • <b>TITLE COMMITMENT</b>                    | <b>Page 37-46</b> |
| • <b>PHOTOS</b>                              | <b>Page 47-53</b> |

**For Information Call Auction Managers:  
Dean Rummel, 260-343-8511 & Daniel Days, 260-233-1401**



# REGISTRATION FORMS

# **BIDDER PRE-REGISTRATION FORM**

**THURSDAY, MAY 11, 2023**

**.29± ACRES – NOBLE COUNTY, INDIANA**

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,  
P.O. Box 508, Columbia City, IN, 46725,

Email to [auctions@schraderauction.com](mailto:auctions@schraderauction.com) or fax to 260-244-4431, no later than Thursday, May 04, 2023.  
Otherwise, registration available onsite prior to the auction.

## **BIDDER INFORMATION**

(FOR OFFICE USE ONLY)

Name \_\_\_\_\_

Bidder # \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone: (Res) \_\_\_\_\_ (Office) \_\_\_\_\_

My Interest is in Tract or Tracts # \_\_\_\_\_

## **BANKING INFORMATION**

Check to be drawn on: (Bank Name) \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone No: \_\_\_\_\_

## **HOW DID YOU HEAR ABOUT THIS AUCTION?**

☐ Brochure ☐ Newspaper ☐ Signs ☐ Internet ☐ Radio ☐ TV ☐ Friend

☐ Other \_\_\_\_\_

## **WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?**

☐ Regular Mail ☐ E-Mail E-Mail address: \_\_\_\_\_

☐ Tillable ☐ Pasture ☐ Ranch ☐ Timber ☐ Recreational ☐ Building Sites

What states are you interested in? \_\_\_\_\_

*Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.*

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Online Auction Bidder Registration**  
**.29± Acres • Noble County, Indiana**  
**Thursday, May 11, 2023**

This form and deposit are only  
required if you cannot attend  
the auction and wish to bid  
remotely through our online  
bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My phone number is: \_\_\_\_\_

2. I have received the Real Estate Bidder's Package for the auction being held on Thursday, May 11, 2023 at 6:00 PM. (EST)
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website ([www.schraderauction.com](http://www.schraderauction.com)) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$\_\_\_\_\_. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.  
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725  
Phone 260-244-7606; Fax 260-244-4431; email: [auctions@schraderauction.com](mailto:auctions@schraderauction.com)

For wire instructions please call 1-800-451-2709.

7. My bank routing number is \_\_\_\_\_ and bank account number is \_\_\_\_\_.  
(This for return of your deposit money). My bank name, address and phone number is:

---

---

---

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.
9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Thursday, May 4, 2023**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

\_\_\_\_\_  
Registered Bidder's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

***This document must be completed in full.***

**Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:**

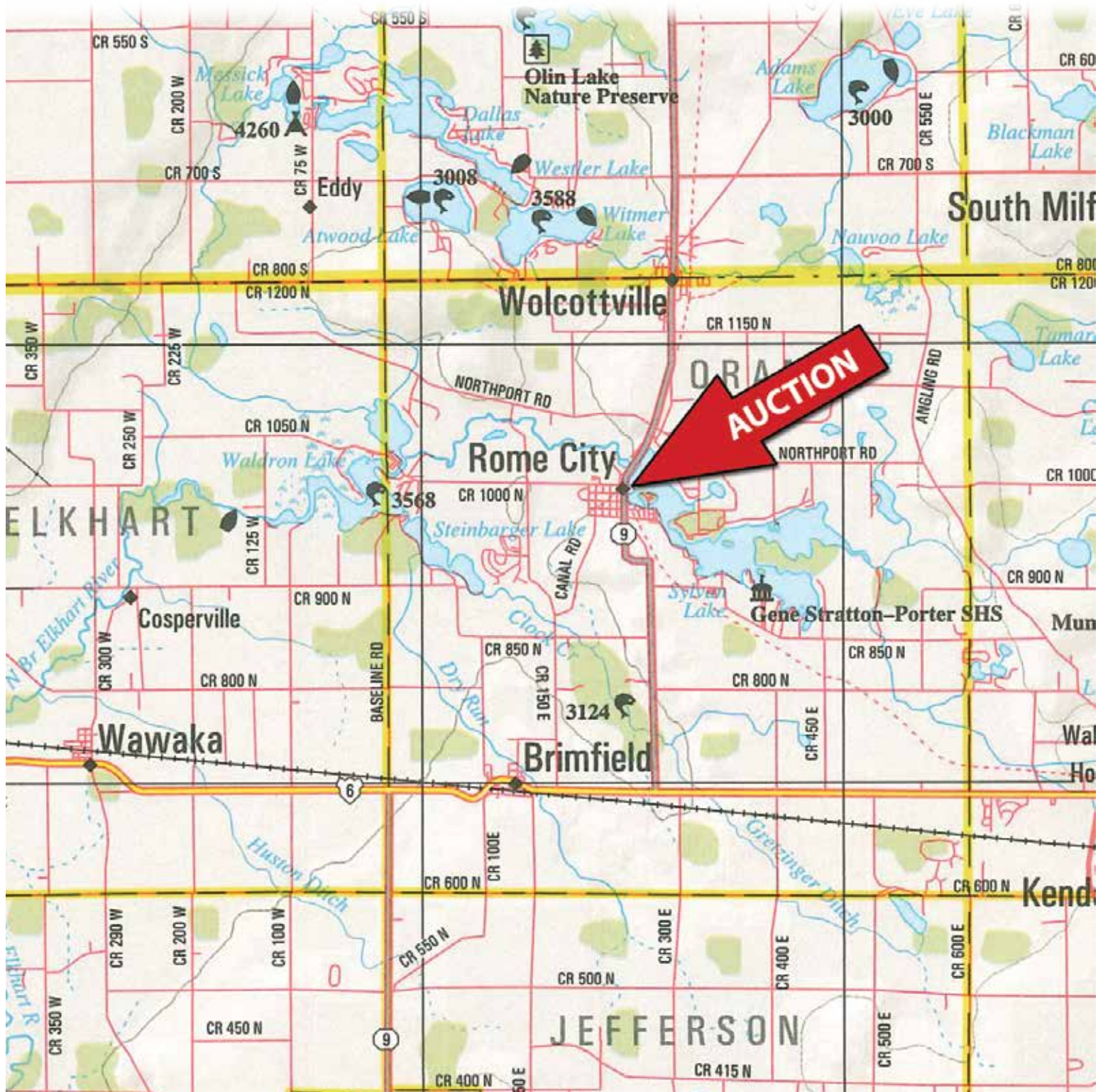
E-mail address of registered bidder: \_\_\_\_\_

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:  
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.



# **LOCATION & AERIAL TRACT MAPS**

# LOCATION MAP



*Auction Held On Site:* 130 Sylvan Pt, Rome City, IN

*Directions to Property:*

Take SR 9 north off of US 6. Head north 3 miles and take a right on to Sylvan Pt, house is the third one on the left.



# AERIAL MAP



## *General Property Description:*

Beautiful lake front home! This is a 3 bed 2 bath, 3033 sq ft home built in 2007. Very clean and well-kept home with tons of extras, including lawn sprinklers and a Nutone home vacuum system. Dock comes with the home, giving you a great opportunity to move in and begin your summer lake activities. Not a home you will want to miss, come check it out for yourself!

## *Tract Description:*

**.29± ACRE** - 3033 sq ft home with a three-car attached garage. Beautiful home near Rome City, with an excellent view on Sylvan Lake.



# **PLAT MAP INFORMATION**





# PLAT MAP INFORMATION

## PROTECTIVE COVENANTS AND RESTRICTIONS

Appended to and made a part of the

BLISS POINT

AND REPLAT OF LOTS 10 & 11 IN WOMAN'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 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 Lot or Lots included in said Addition, their respective legal representatives, heirs, successors, assigns, and assigns. The owner, or owners, present or future, of any Lot or Lots included in said Addition shall be entitled to injunctive relief against any violation or attempted violation of the provisions herein and also damages for any injuries resulting from any violation thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation.

### PREFACE

Bliss Point, a Subdivision of Lots 10 & 11 in Woman'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 Lots are numbered 1 to 9, inclusive, as shown on the plat. There shall be no further subdividing of any of the 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 be designed to accommodate the desires of the occupants of the Lots of Bliss Point from time to time to preserve property values, and to be flexible enough to meet specific needs, including the need to make funds. Accordingly, this Preface and its statements shall be deemed a covenant of equal force and effect as all other herein set forth.

### ARTICLE I - DEFINITIONS

1. "Developer" shall mean DONALD E. & ALICE L. RICHARDS, their successors or assigns in interest as such Developers, as designated by them or their successors. Developers shall also act as a Subdivision Control Committee.
2. "Damage, reasonably" shall mean any statement as set forth by statutes of the State of Indiana and the County of Noble for the construction, reconstruction, maintenance of an open or in the days which are contributed water or made subject to any damage, whether, its any damage, easements like are dedicated as a part of the plat.
3. "Utility easements" are reserved for use by municipal, public and quasi-public utilities and by the Developer, their successors and assigns for the installation, construction, maintenance, operation, servicing, repair, removal and replacement of utility pipes, subject to the obligation of any and every owner within the Subdivision to repair and return the ground conditions to all uses as good a condition as existed prior to such work. All utility wire, cables, conduits, pipes and other facilities within Bliss Point shall be located underground.
4. "Lot" shall mean any of the Lots as they are originally designed and plotted in Bliss Point.
5. "Owner" shall mean and refer to the record owner, whether one or more persons 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.

### ARTICLE II - GENERAL PROVISIONS

03070641

1. No dwelling, fence, wall, or other structure, or construction, grading, land clearing or work of any nature whatsoever shall be constructed, erected, 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 aesthetic or other reasons, and which do not comply in every respect with restrictions set forth herein. In no passing upon such plans and specifications, Developer shall have the right to make such modifications as it deems necessary for the proposed buildings or other structures to be in harmony with the surrounding area, and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property. This is to insure the future appreciation of the property and subdivision.
2. All buildings shall be constructed in substantial and good workmanlike manner and of new materials. No roll siding, asbestos shingle siding, or siding containing lead or any one of its principal ingredients shall be used in the exterior construction of any building on any Lot of said subdivision, and no roll roofing of any description or materials shall be used on the roof of any dwelling house or detached garage on any of said Lots.
3. The structure of a temporary structure, trailer, basement, tent, shed, garage, barn, or other outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently. No unlicensed or unregistered automobile or motorized vehicle may be parked or maintained on any Lot. No motor vehicle may be disassembled or allowed to remain in a state of disassembly on any Lot. No equipment, tools, or materials for on-road driving, or other equipment or machinery of any kind shall be parked or kept on any Lot at any time, either temporarily or otherwise during construction or alteration of buildings and for the purpose of making pickups and deliveries to dwellings. No boats on trailers or trailers shall be parked on any Lot.
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 porches, of less than 1,400 square feet in the case of a one-story structure or less than 1,600 square feet in the case of a structure other than one-story, and provided further than no structure of more than one-story shall be built on any Lot having a total square footage of less than 1,600 square feet, with 1,100 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, prefabricated houses, etc.
5. Construction of the single family dwelling house and garage and all landscaping shall be completed twelve (12) months after the commencement has begun. 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.
6. No building shall be located on any Lot nearer to the front Lot line or nearer to the side Lot line than the minimum building setback line shown on the recorded plat.
7. No mailbox or offensive activity shall be carried out upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All Lots must be kept moved so as to not allow any grass, weeds, or weeds 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 adjoining Lots in the Subdivision.
8. No oil drilling, oil development operations, oil refining operations or mining operations of any kind shall be carried out upon any Lot. No activity or other operation designed for the use in mining for oil or natural gas shall be carried out upon any Lot. No activity or other operation designed for the use in mining for oil or natural gas shall be carried out upon any Lot. No activity or other operation designed for the use in mining for oil or natural gas shall be carried out upon any Lot. No activity or other operation designed for the use in mining for oil or natural gas shall be carried out upon any Lot.
9. No signs 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 walk-out retail store, and no exterior sign advertising said business. All business activity shall be subject to the approval of the Noble City Planning Commission and proper notice to all affected third owners.
10. There shall be no production of any animals, livestock, or poultry of any kind on any Lot. All pets outside of owner's Lot shall be on a leash.
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 improvements or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and properly concealed from public view.
12. All driveways shall be of standard material. Each residence must be so designed and constructed to allow for two improved off-street parking spaces, in addition to those located within the garage.
13. All flat or all storage units shall be installed under ground or concealed within the main structure of the dwelling house, its basement or attached garage.
14. No fence or wall shall be erected, placed or placed on any Lot nearer to any street than the minimum building setback line. No fence, wall, hedge, or shrub planting, which obscures sight line at elevations between two (2) and seven (7) feet above roadways shall be placed or permitted to remain on any Lot. No fence shall be erected between the Lake and the dwelling on any Lot.
15. Except with prior written approval of the Developer, no Lot owner shall cause in person, anything to be placed or affixed on the outside walls or roof of their dwelling, including but not limited to solar panels, satellite receivers (dishes), radio or television antennas. No solar panels, freestanding radio or television antennas, chimneys or similar structures shall be permitted on any Lot.
16. Installation of any use of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.
17. DURATION: The Covenants and Restrictions herein contained shall run with the land and be binding upon all owners of any land within Bliss Point and all persons claiming under them, and be enforceable for a term of twenty (20) years from the date these Covenants and Restrictions are recorded, after which time 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 75% of the Lot Owners, and provided further, DONALD E. & ALICE L. 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.

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

**BROWN**  
CONSULTING ENGINEERS, INC.  
117 NORTH MAIN STREET, SUITE B, POST OFFICE BOX 546  
KEWNAWILL, INDIANA 46150 (317) 771-1171 FAX (317) 771-1172

DATE: 03/07/06  
BY: [Signature]

SCALE: AS SHOWN  
SHEET: 1

# PLAT MAP INFORMATION

DECEMBER 1911

Continuous copy not very clear.

55555-1

Book 122 Page 139

THIS INDENTURE WITNESSETH, that **FENDEL COMPANY**, a Corporation, the Grantor, for and in consideration of the sum of \$25,000.00, to it paid, the receipt of which is hereby acknowledged, for and in consideration of the sum of \$25,000.00, against its own acts and omissions claiming under its title, has granted, sold, conveyed and confirmed unto **SYLVAN LAKE RAILROAD, 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 certain piece 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 a certain point in the line dividing said section on the north from said section on the south, and at the distance of 50 feet eastwardly, radially from the center line of the main track of railroad of the **Fenfel Company** known as the **Grand Rapids Branch**,

THENCE from said beginning point the following five courses and distances: (1) Northwardly by remaining land of said **Fenfel 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 172 feet, 1, to a point in said section dividing line and continuing eastwardly still along said Lake an additional distance of 132 feet, 1, to a point in the westerly line of land of other owners distant 300 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 117 feet, 1, to another point on said shore line of reservoir known as **Sylvan Lake**; (4) Westwardly along center line of main track; and (5) Northwardly by remaining land of said **Fenfel Company**, parallel with and 50 feet eastwardly, radially from said center line of main track and curving to the right the distance of 172 feet, 1, to the place of beginning, as more particularly outlined in yellow on the plat attached hereto and made a part hereof. Containing 100,000 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 THING OF 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 24 at Page 440; ANOTHER THING OF from **George W. Geisendorff et ux**, dated January 31, 1872 and recorded as aforesaid in Deed Book 24 at Page 509; ANOTHER THING OF from **William C. McCurdy et al**, dated September 22, 1874 and recorded as aforesaid in Deed Book 66 at Page 363; ANOTHER THING OF from **John J. Morris**, unmarried, dated November 2, 1891 and recorded as aforesaid in Deed Book 66 at Page 352; AND THE OTHER THING OF 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 THING OF from **Aaron J. Swinehart**, unmarried, by deed dated June 23, 1897 and recorded in the Office for the Recording of Deeds in and for Noble County, Indiana, in Deed Book 66 at Page 365; ANOTHER THING OF from **James H. Owen**, unmarried, by deed dated June 23, 1902 and recorded as aforesaid in Deed Book 82 at Page 481; AND THE OTHER THING OF 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 lands, 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.

WITNESSETH, however, that such state of facts as an accurate survey may disclose, as to the rights of owners of land located to the east of the land herein conveyed, of ingress, egress and egress over the land herein conveyed, for access to and from their land and the said railway by means of an existing private grade crossing over the re-

Time *Geo A. W.*

*Max Adams* Recorded:



## 15625 - E

Bdab: 147 Page: 123

aining 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 on which the crossing is located, and the Grantor, dated April 27, 1933, to wit: That the said license agreement shall be null and void if at any time after the date of the said license agreement the said railroad is abandoned between the points hereinabove described, and the said crossing is not removed within the time specified in the said license agreement.

and the said Grantor shall not be liable or obliged to construct or maintain any fence or fences, or be liable or obliged to pay for any part thereof 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 within or said railroad 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, lowered and closed, the said Grantor, 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, raising or 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, I, JAMES F. SAUNDERS, said PERSONAL GUARANTEE has caused this Indenture to be executed by \_\_\_\_\_, its Vice-President, and attested by \_\_\_\_\_, its Assistant Secretary, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1964.

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned, a Notary Public, in and for said County and State,  
wealth, personally appeared J. B. Jones, as Vice-President and  
Secretary, of the PENNDAL COMPANY, a Corporation, and severally acknowledged the execution of the afore-  
going Indenture to be the voluntary act and deed of said PENNDAL COMPANY, and their  
voluntary and lawful act as officers.

13<sup>th</sup> day of October  
 1944

Room 101 - 1011 1st St. N. E.  
Chattanooga, Tenn. 37403

JENNIFER OLIVER  
 is:  
  
 Vice President  
 J. Oliver  
 is:  
  
 Secretary  
 A. Oliver

١٠٠

# PLAT MAP INFORMATION

Book 141 Page 157

55625 - 3

Know all Men by these Presents,

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

, under Indenture of lease dated  
March 26, 1959, 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  
1959, and does hereby remise, release, surrender and yield up  
to SYLVIA LAYS MARINE, IN

the premises described therein.

IN WITNESS WHEREOF, the said THE PENNSYLVANIA RAILROAD COMPANY has  
caused this Instrument to be executed by J. E. Jones, Vice-President  
and attested by F. J. Brittingham, Secretary, this  
day of A. D. 1959.

THE PENNSYLVANIA RAILROAD COMPANY

By: J. E. Jones, Vice-President  
Attest: F. J. Brittingham, Secretary  
F. J. Brittingham

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

BEFORE ME, the undersigned, a Notary Public, in and for said County and Commonwealth,  
personally appeared J. E. 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 12 day of October

A. D. 1959

Duly entered for taxation  
this 12 day of Nov. 1959  
Clayton E. Smith, Jr.  
AUDITOR NUMBER 1  
For \$30.00

Notary Public  
JAMES E. BARTON  
NOTARY PUBLIC  
PHILADELPHIA, PHILADELPHIA CO., PA.  
MY COMMISSION EXPIRES  
JUN 24, 1960



# PLAT MAP INFORMATION

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

Book 141 Page 152

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:

*[Signature]*  
Assistant Secretary.

# PLAT MAP INFORMATION

PERNDL COMPANY  
Office of the Secretary

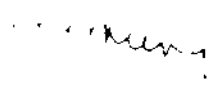
Book 147 Page 158

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 21th, 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.

# PLAT MAP INFORMATION

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 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 M. 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 Ivan J. Morris, unmarried, dated November 2, 1891 and recorded as aforesaid in Deed Book 66 at Page 357; AND THE OTHER THEREOF from Sarah M. 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 9:44 A.M.

Max Adams Recorder

# PLAT MAP INFORMATION

141

155



55625 - 2

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 Pennadel 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, 1893 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 BAE, its ASSISTANT Secretary, this 7<sup>th</sup> day of October, A. D. 1959.

J. B. Jones  
Vice-President  
J. B. Jones  
Attest:  
Alvin Bae  
ASSISTANT Secretary  
Alvin Bae

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 BAE, 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 13<sup>th</sup> day of October, A. D. 1959.

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

Stephen C. Gamm  
Notary Public  
STEPHEN C. GAMM  
1520 N. 32ND ST.  
Lower Merion, Pa. 19031  
My Commission Expires May 2, 1961

## 141





# PLAT MAP INFORMATION

141

157

SEC. 9

APPROVED  
7.33

APPROVED

*C. F. Fawcett*

REAL ESTATE DEPT. RECORD

Book 141 Page 157

55625 - 3  
B. R. D. 1917 Rev. - Indiana Form

Know all Men by these Presents,

That THE PENNSYLVANIA RAILROAD COMPANY, a Corporation, Lessee of PENNDIEL 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 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, Vice-President, its ~~Director~~ ~~President~~ and attested by F. J. BRITTINGHAM, its ASST. TO THE Secretary, this 15<sup>th</sup> day of October, A. D. 1959.

THE PENNSYLVANIA RAILROAD COMPANY

By: *J. B. Jones*  
Vice-President  
~~Director~~  
J. B. Jones  
Attest: *F. J. Brittingham*  
ASST. TO THE Secretary  
F. J. Brittingham

COMMONWEALTH OF PENNSYLVANIA } ss.  
COUNTY OF PHILADELPHIA

BEFORE ME, the undersigned, a Notary Public, in and for said County and Commonwealth, personally appeared J. B. JONES, Vice-President, as ~~Director~~ ~~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 15<sup>th</sup> day of October

A. D. 1959.

Duly entered for taxation  
this 18<sup>th</sup> day of Nov. 1957  
*Chapman E. Smith*  
AUDITOR, NOBLE CO.  
For \$... 30 p.d.

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

# PLAT MAP INFORMATION

158

141

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:

*W. M. King*  
Assistant Secretary.



# PLAT MAP INFORMATION

141

159

Book 141 Page 159

## FENDEL 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:

*[Signature]*  
Assistant Secretary.

# PLAT MAP INFORMATION

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.

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

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

*Donald M. Basore* 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 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 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.

*Donald M. Basore* 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.

# PLAT MAP INFORMATION

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 (SEAL)  
Notary Public

Donald M. Baucus Recorder, Noble County, Indiana.



No. 163

\$1.00

Louis L. Levy & wf  
to

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:

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., 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. Rullison (SEAL)  
Notary Public

Donald M. Baucus Recorder, Noble County, Indiana.



No. 164

\$1.00

Lucille Schwab, Trustee  
to

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:

Louis L. Levy & wf

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. Rullison (SEAL)  
Notary Public

Donald M. Baucus Recorder, Noble County, Indiana.



No. 167

\$1.00

Jennie L. Timmis  
to

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:

Freeman Yoder & wf

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)



# **TAX INFORMATION**

# TAX INFORMATION



## Summary (Auditor)

**Parcel ID** 57-04-16-100-374.000-011  
**Bill ID** 005-100675-00  
**Reference #** 570416100374000011  
**Property Address** 130 Sylvan Pt  
 Rome City, IN, 46784  
**Brief Legal Description** Wormans Point Lot 1 & Pt Vac Drive Frl Pt Nw 1/4 Ne 1/4 (Lot Size 0 X15 X155) Sec 16 .073  
 acres (100-419)  
 (Note: Not to be used on legal documents)  
**Class** RESIDENTIAL ONE FAMILY DWELLING ON A PLATTED LOT  
**Tax District** 57011 Rome City  
**Tax Rate Code** 5065 - Adv Tax Rate  
**Property Type** 82 - Residential  
**Mortgage Co** N/A  
**Last Change Date**



## Tax Rate

1.6407

## Ownership (Auditor)

**Deeded Owner**  
 Hogan Dennis J Revocable Living Trust  
 130 Sylvan Pt  
 PO Box 356  
 Rome City, IN 46784

## Taxing District (Assessor)

**County:** Noble  
**Township:** ORANGE TOWNSHIP  
**State District** 57011 ROME CITY TOWN  
**Local District:** 57005  
**School Corp:** EAST NOBLE  
**Neighborhood:** 1150201 Rome City Sylvan Lk ON Water

## Site Description (Assessor)

**Topography:**  
**Public Utilities:**  
**Street or Road:**  
**Area Quality:** Static  
**Parcel Acreage:** 0.286

## Transfer History (Assessor)

For current transfer history, see Transfer History (Auditor) below.

| Date      | New Owner                            | Doc ID    | Book/Page | Sale Price |
|-----------|--------------------------------------|-----------|-----------|------------|
| 9/21/2011 | HOGAN DENNIS J REV LIV TRUST         | 110900420 |           | \$0.00     |
| 10/7/2002 | HOGAN DENNIS J REVOCABLE LIVING TRUS |           |           | \$0.00     |
|           | STEWART JAMES D SANDRA K             |           |           | \$0.00     |

Contact the Auditor's Office for correct transfer dates.

## Transfer History (Auditor)

| Date      | Transfer From              | Instrument    | Book | Page | Doc Nbr   |
|-----------|----------------------------|---------------|------|------|-----------|
| 9/21/2011 | Hogan Dennis J & Barbara J | Deed In Trust |      |      | 110900420 |
| 2/28/2011 |                            |               |      |      |           |
| 7/14/2004 | Hogan Dennis J & Barbara J | Ordinance     |      |      | 040700423 |
| 10/7/2002 | Stewart James D            | Warrnaty      |      |      | 021000233 |
| 8/21/2002 | Stewart James D & Sandra K | Affidavit     |      |      | 020800704 |
| 6/8/1979  | Kerins Jeanette L          | Deed          | 194  | 0370 |           |

Contact the Auditor's Office for correct transfer dates.

## Valuation

| Assessment Year | 2022   | 2021         | 2021 (2) | 2020   | 2019   |
|-----------------|--------|--------------|----------|--------|--------|
| Reason          | ANNUAL | REEVALUATION | ANNUAL   | ANNUAL | ANNUAL |

# TAX INFORMATION

| As Of Date               | ADJUSTMENT<br>4/15/2022 | (FORM 134)<br>8/2/2021 | ADJUSTMENT<br>4/14/2021 | ADJUSTMENT<br>4/9/2020 | ADJUSTMENT<br>4/12/2019 |
|--------------------------|-------------------------|------------------------|-------------------------|------------------------|-------------------------|
| Land                     | \$150,200               | \$150,200              | \$150,200               | \$150,200              | \$150,200               |
| Land Res (1)             | \$150,200               | \$150,200              | \$150,200               | \$150,200              | \$150,200               |
| Land Non Res (2)         | \$0                     | \$0                    | \$0                     | \$0                    | \$0                     |
| Land Non Res (3)         | \$0                     | \$0                    | \$0                     | \$0                    | \$0                     |
| Improvement              | \$345,200               | \$326,400              | \$363,200               | \$286,900              | \$211,600               |
| Imp Res (1)              | \$345,200               | \$326,400              | \$363,200               | \$286,900              | \$211,600               |
| Imp Non Res (2)          | \$0                     | \$0                    | \$0                     | \$0                    | \$0                     |
| Imp Non Res (3)          | \$0                     | \$0                    | \$0                     | \$0                    | \$0                     |
| <b>Total</b>             | <b>\$495,400</b>        | <b>\$476,600</b>       | <b>\$513,400</b>        | <b>\$437,100</b>       | <b>\$361,800</b>        |
| <b>Total Res (1)</b>     | <b>\$495,400</b>        | <b>\$476,600</b>       | <b>\$513,400</b>        | <b>\$437,100</b>       | <b>\$361,800</b>        |
| <b>Total Non Res (2)</b> | <b>\$0</b>              | <b>\$0</b>             | <b>\$0</b>              | <b>\$0</b>             | <b>\$0</b>              |
| <b>Total Non Res (3)</b> | <b>\$0</b>              | <b>\$0</b>             | <b>\$0</b>              | <b>\$0</b>             | <b>\$0</b>              |

## Exemptions

| Type      | Description    | 2022 Pay 2023 | 2021 Pay 2022 | 2020 Pay 2021 | 2019 Pay 2020 | 2018 Pay 2019 |
|-----------|----------------|---------------|---------------|---------------|---------------|---------------|
| Homestead | STD_EX         | \$45,000.00   | \$45,000.00   | \$45,000.00   | \$45,000.00   | \$45,000.00   |
| Homestead | Supplement STD | \$157,640.00  | \$151,060.00  | \$137,235.00  | \$110,880.00  | \$117,530.00  |

## Homestead Allocations

|             | 2022 Pay 2023 | 2021 Pay 2022 | 2020 Pay 2021 | 2019 Pay 2020 | 2018 Pay 2019 |
|-------------|---------------|---------------|---------------|---------------|---------------|
| Land        | \$150,200.00  | \$150,200.00  | \$150,200.00  | \$150,200.00  | \$150,200.00  |
| Res Land    | \$150,200.00  | \$150,200.00  | \$150,200.00  | \$150,200.00  | \$150,200.00  |
| Improve     | \$345,200.00  | \$326,400.00  | \$286,900.00  | \$211,600.00  | \$230,600.00  |
| Res Improve | \$345,200.00  | \$326,400.00  | \$286,900.00  | \$211,600.00  | \$230,600.00  |

## Tax History

|                    | 2022 Pay 2023                       | 2021 Pay 2022                       | 2020 Pay 2021                       | 2019 Pay 2020                       | 2018 Pay 2019                       |
|--------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| + Spring Tax       | \$2,041.48                          | \$2,052.76                          | \$1,983.42                          | \$1,678.16                          | \$1,781.42                          |
| + Spring Penalty   | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              |
| + Spring Annual    | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              |
| + Fall Tax         | \$2,041.48                          | \$2,052.76                          | \$1,983.42                          | \$1,678.16                          | \$1,781.42                          |
| + Fall Penalty     | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              |
| + Fall Annual      | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              |
| + Delq NTS Tax     | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              |
| + Delq NTS Pen     | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              |
| + Delq TS Tax      | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              |
| + Delq TS Pen      | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              |
| + Other Assess     | \$189.74                            | \$187.78                            | \$172.22                            | \$141.10                            | \$137.84                            |
|                    | Rome City<br>Conservancy - \$189.74 | Rome City<br>Conservancy - \$187.78 | Rome City<br>Conservancy - \$172.22 | Rome City<br>Conservancy - \$141.10 | Rome City<br>Conservancy - \$137.84 |
| + Advert Fee       | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              |
| + Tax Sale Fee     | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              |
| + NSF Fee          | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              |
| PTRC               | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              |
| HMST Credit        | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              |
| LIT Credits        | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              |
| Circuit Breaker    | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              |
| Over 65 CB         | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              |
| <b>= Charges</b>   | <b>\$4,272.70</b>                   | <b>\$4,293.30</b>                   | <b>\$4,139.06</b>                   | <b>\$3,497.42</b>                   | <b>\$3,700.68</b>                   |
| - Surplus Transfer | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              | \$0.00                              |
| - Credits          |                                     | (\$4,293.30)                        | (\$4,139.06)                        | (\$3,497.42)                        | (\$3,700.68)                        |
| <b>= Total Due</b> | <b>\$4,272.70</b>                   | <b>\$0.00</b>                       | <b>\$0.00</b>                       | <b>\$0.00</b>                       | <b>\$0.00</b>                       |

Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.

Note: Total due amount rolls forward to the most current year

# TAX INFORMATION

## Property Tax Bill Payment

Visit Noble County Treasurer's Office

## Payments (Treasurer)

| Year          | Receipt # | Transaction Date | Description         | Amount     |
|---------------|-----------|------------------|---------------------|------------|
| 2022 Pay 2023 |           |                  |                     | \$0.00     |
| 2021 Pay 2022 | 1982218   | 11/4/2022        | 11/03/22 B 8 W/OE   | \$2,146.65 |
| 2021 Pay 2022 | 1971709   | 5/10/2022        | b14 5/13/22 w/envel | \$2,146.65 |
| 2020 Pay 2021 | 1938502   | 11/10/2021       | OT 11/12/21 B 5 W/E | \$2,069.53 |
| 2020 Pay 2021 | 1919351   | 5/10/2021        | 5/14/21 OT B 10 W/E | \$2,069.53 |
| 2019 Pay 2020 | 1883507   | 11/10/2020       | OT 11/12 B 13 W/E   | \$1,748.71 |
| 2019 Pay 2020 | 1854489   | 5/8/2020         | LB 5/7/20 B5 W/E    | \$1,748.71 |
| 2018 Pay 2019 | 1827254   | 11/12/2019       | OT 11/13/19 b34 w/e | \$1,850.34 |
| 2018 Pay 2019 | 1806999   | 5/10/2019        | 5/14/19 B8 W/E OT   | \$1,850.34 |
| 2017 Pay 2018 | 1769683   | 11/8/2018        | LB 11/8/18 B 8 W/E  | \$1,579.59 |
| 2017 Pay 2018 | 1750313   | 5/10/2018        | OT 5/14/18 B 9 W/E  | \$1,579.59 |
| 2016 Pay 2017 | 1704294   | 10/12/2017       | M #3654 \$1521.04   | \$1,521.04 |
| 2016 Pay 2017 | 1700450   | 5/10/2017        | ot 5/15/17 B23 w/e  | \$1,521.04 |
| 2015 Pay 2016 | 1653182   | 11/2/2016        | lb 11/2/16 b1 w/e   | \$1,624.30 |
| 2015 Pay 2016 | 1639920   | 5/10/2016        | lb 5/13/16ot b5 w/e | \$1,624.30 |
| 2014 Pay 2015 | 1605401   | 11/10/2015       | 3451 DHogan         | \$1,607.49 |
| 2014 Pay 2015 | 1582753   | 5/11/2015        | lb 5/13/15 b5 otw/e | \$1,607.49 |
| 2013 Pay 2014 | 1546086   | 11/7/2014        | lb 11/6-7/14 b1 w/e | \$1,657.70 |
| 2013 Pay 2014 | 1527284   | 5/12/2014        | lb5/12-15/14b15w/e  | \$1,657.70 |

## Tax Estimator

[Link to DLGF Tax Estimator](#)

## Special Assessments

### Rome City Conservancy

|                | 2022 Pay 2023 | 2021 Pay 2022 | 2020 Pay 2021 | 2019 Pay 2020 | 2018 Pay 2019 | 2017 Pay 2018 |
|----------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Spring Tax     | \$94.87       | \$93.89       | \$86.11       | \$70.55       | \$68.92       | \$33.02       |
| Spring Penalty | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        |
| Spring Annual  | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        |
| Fall Tax       | \$94.87       | \$93.89       | \$86.11       | \$70.55       | \$68.92       | \$33.02       |
| Fall Penalty   | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        |
| Fall Annual    | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        |
| Delq NTS Tax   | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        |
| Delq NTS Pen   | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        |
| Delq TS Tax    | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        |
| Delq TS Pen    | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        | \$0.00        |

## Land

| Land Type    | Soil ID | Act Front. | Eff. Depth | Size  | Rate         | Adj. Rate    | Ext. Value   | Infl. % | Value        |
|--------------|---------|------------|------------|-------|--------------|--------------|--------------|---------|--------------|
| 9 - HOMESITE |         | 0          | 0          | 0.286 | \$350,000.00 | \$350,000.00 | \$100,100.00 | \$0.00  | \$150,150.00 |

## Tax Statements (Treasurer)

[2018 Pay 2019 Tax Statement \(PDF\)](#)

[2019 Pay 2020 Tax Statement \(PDF\)](#)

[2020 Pay 2021 Tax Statement \(PDF\)](#)

[2021 Pay 2022 Tax Statement \(PDF\)](#)

[2022 Pay 2023 Tax Statement \(PDF\)](#)

Tax Statements are a duplicate copy of the original mailing

## Residential

|               |                  |
|---------------|------------------|
| Description   | Single-Family    |
| Story Height  | 1                |
| Style         |                  |
| Finished Area | 3033             |
| # Fireplaces  | 1                |
| Heat Type     | Central Warm Air |
| Air Cond      | 3033             |



# TAX INFORMATION

|                    |   |
|--------------------|---|
| Bedrooms           | 3 |
| Living Rooms:      | 1 |
| Dining Rooms:      | 1 |
| Family Rooms:      | 0 |
| Finished Rooms:    | 7 |
| Full Baths         | 2 |
| Full Bath Fixtures | 6 |
| Half Baths         | 0 |
| Half Bath Fixtures | 0 |
| Kitchen Sinks      | 1 |
| Water Heaters      | 1 |
| Add Fixtures       | 1 |

| Floor | Construction | Base | Finish |
|-------|--------------|------|--------|
| 1     | 1/6 Masonry  | 2169 | 2169   |
| A     |              | 864  | 864    |
| C     |              | 2169 | 0      |

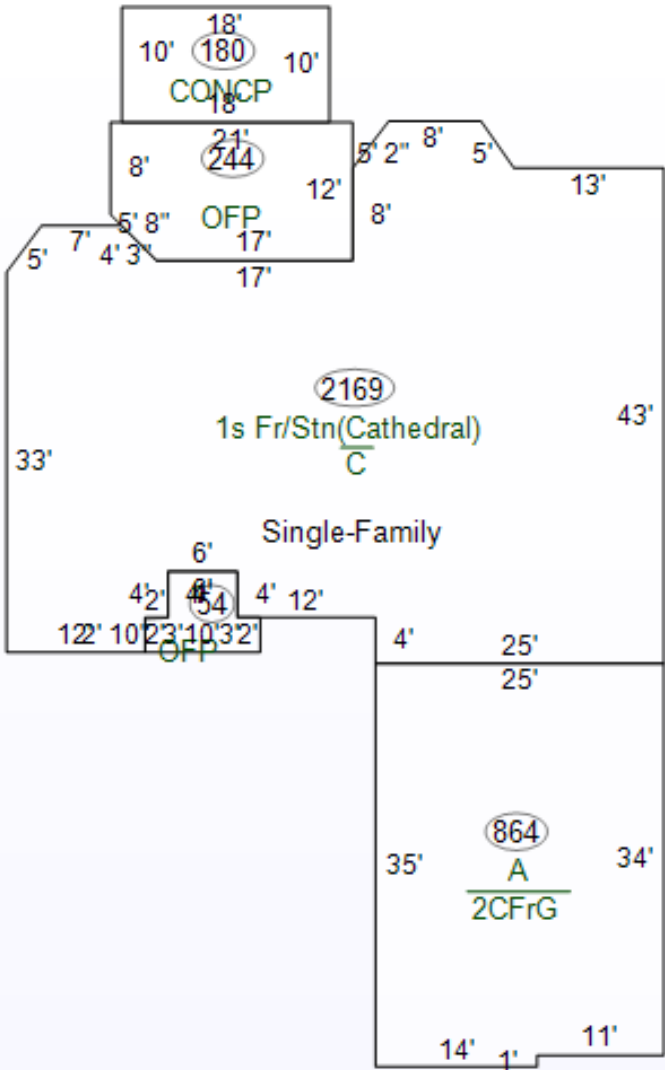
| Features          | Area |
|-------------------|------|
| Patio, Concrete   | 180  |
| Porch, Open Frame | 54   |
| Porch, Open Frame | 244  |

## Improvements

| Descr         | PC  | Grade | Year Built | Eff Year | Cond | LCM  | Size | Nbhd Factor | Mrkt Factor |
|---------------|-----|-------|------------|----------|------|------|------|-------------|-------------|
| Single-Family | 100 | B-1   | 2007       | 2007     | A    | 0.95 | 3033 | 1.8         | 0.95        |

## Sketches

## TAX INFORMATION



*Sketches Last Updated May 2022.*

## 2022 Property Record Cards

[57-04-16-100-374.000-011 \(PDF\)](#)

## 2021 Property Record Cards

[57-04-16-100-374.000-011 \(PDF\)](#)

## 2020 Property Record Cards

[57-04-16-100-374.000-011 \(PDF\)](#)

# TAX INFORMATION

## Map



No data available for the following modules: Sales, Commercial.

The information on this Web Site was prepared from a Geographic Information System established by Noble County for their internal purposes only, and was not designed or intended for general use by members of the public. Noble County, its employees, agents and personnel, makes no representation or warranty as to its accuracy, and in particular, its accuracy as to labeling, dimensions, contours, property boundaries, or placement or location of any map features thereon.

[User Privacy Policy](#)

[GDPR Privacy Notice](#)

[Last Data Upload: 4/18/2023 3:01:41 AM](#)

Developed by  
 **Schneider**  
GEOSPATIAL

Version 3.1.2





# **TITLE COMMITMENT**

# TITLE COMMITMENT



## COMMITMENT FOR TITLE INSURANCE ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 90 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance 8-1-16



# TITLE COMMITMENT



2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; and
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
  - (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - (i) comply with the Schedule B, Part I—Requirements;
    - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
    - (iii) acquire the Title or create the Mortgage covered by this Commitment.
  - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
  - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
  - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
  - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
  - (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
  - (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance 8-1-16



# TITLE COMMITMENT



The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Countersigned:

*Jamie McKenzie*

Jamie McKenzie  
Assurance Title Company, LLC  
102 E Main St.  
Albion, IN 46701

COMMONWEALTH LAND TITLE INSURA

By: *Michael J. Nolan*  
Michael J. Nolan  
President

ATTEST: *Marjorie Nemzura*  
Marjorie Nemzura  
Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance 8-1-16





# TITLE COMMITMENT



**Transaction Identification Data for reference only:**

Issuing Agent: Assurance Title Company, LLC  
Issuing Office: 102 E Main St., Albion, IN 46701  
ALTA® Universal ID: 1125584  
Loan ID Number:  
Issuing Office File Number: 23-672  
Commitment Number: 23-672  
Revision Number:  
Property Address: 130 Sylvan Pt, Rome City, IN 46784

## SCHEDULE A

1. Commitment Date: 03/15/2023 at 8:00 AM

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy

\$1.00

PROPOSED INSURED: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**

3. The estate or interest in the Land described or referred to in this Commitment is: fee simple.

4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

Kelly L. Morris and Leigh A. Pranger, Co-Successor Trustees of Dennis J. Hogan Revocable Living Trust

5. The Land is described as follows:

Property description set forth in "Exhibit A" attached hereto and made a part hereof.

## COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: \_\_\_\_\_

*Jamie McKenzie*

Jamie McKenzie, License #: 3388018

**Authorized Signatory**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

ALTA Commitment for Title Insurance 8-1-16

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



# TITLE COMMITMENT



## SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If Assurance Title Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.
6. Any conveyance or mortgage by the Trustee of the trust under which title is held must be accompanied by evidence of the continued existence of the trust, the identity of the Trustee and evidence of authority with respect to the contemplated transaction.
7. Duly authorized and executed Deed from Kelly L. Morris and Leigh A. Pranger, Co-Successor Trustees of Dennis J. Hogan Revocable Living Trust, to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below, to be executed and recorded at closing.
8. NOTE: Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure. (1)
9. Vendors, (Sellers), Closing Affidavit to be furnished this office.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**ALTA Commitment for Title Insurance 8-1-16**



# TITLE COMMITMENT



## SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance or other matter affecting the Land that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Taxes for 2022 payable 2023  
Parcel No. 005-100675-00  
Tax Unit of Rome City  
State ID No. 57-04-16-100-374.000-011  
May 10 \$2,041.48 NOT PAID  
November 10 \$2,041.48 NOT PAID  
Assessed Valuation: Land \$150,200 Improvements \$345,200  
Exemptions \$45,000-H/\$157,640-Supp
8. Annual assessment of \$189.74 for maintenance of Rome City Conservancy 2023,  
May 10 \$94.87 NOT PAID, November 10 \$94.87 NOT PAID.
9. Taxes for 2023 due and payable 2024, and subsequent taxes.
10. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance 8-1-16



# TITLE COMMITMENT



11. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
12. The acreage in the legal description is shown for convenience only and should not be construed as insuring the quantity of land set forth in said description.
13. Any and all liens, assessments, impact fees and zoning ordinances, now carried on the municipal records of the Town of Rome City, Indiana.
14. Right of way for drainage tiles, feeders and laterals, if any.
15. Rights of the public, State of Indiana, County of Noble and the municipality in and to that part of the premises taken or used for road purposes.
16. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
17. Covenants, conditions and restrictions as shown in a certain Deed from Floyd Worman and Ethel Worman, husband and wife to Orrin D. Campbell and Marvel E. Campbell, dated December 5, 1944, recorded January 16, 1945, as Instrument No. Deed Record 124 page 12, in the Office of the Recorder of Noble County, Indiana.  
  
NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.
18. Rights of Ingress and Egress in favor of owners of land located to the East of the proposed insured real estate over and across the 50 foot Right of Way for Lake Drive as the location of said Right of Way is disclosed on the preliminary Plat of Bliss Point prepared by Arvill B. Brown, R.P.L.S. NO. 10456, revised and resubmitted May 7, 2002.
19. Provisions and conditions contained in a deed dated October 8, 1959, from Penndel Company to Sylvan Lake Marine, Inc., recorded in Deed Record 141, pages 154, in the Recorder's Office of Noble County, Indiana.
20. Easements, if any, for utilities existing within the boundaries of the vacated drive.
21. This commitment has been issued without a judgment search being made against the name insured.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**ALTA Commitment for Title Insurance 8-1-16**





# TITLE COMMITMENT



## EXHIBIT A Property Description

Issuing Office File No.: 23-672

Lot Number One (1) Worman's Point, Sylvan Lake, Noble County, Indiana.

ALSO: A part of the 30.0 foot right-of-way of Lake Drive in the Plat of Worman's Point as recorded in Plat Book 2, page 129 in the records of Noble County, Indiana described as follows:

Commencing at the Southeast corner of Lot 1 in said Worman's Point and running thence South 26 degrees 7 minutes 39 seconds West on an extension of the lot line between Lots 1 and 2 in said Plat of Worman's Point 8.07 feet; thence North 73 degrees 30 minutes 4 seconds West 29.92 feet to the West line of said platted Lake Drive; thence North 2 degrees 11 seconds West along the West line of said Lake Drive in said Plat of Worman's Point 16.8 feet to the Southwest corner of said Lot 1 in Worman's Point; thence South 61 degrees 15 minutes East along the South line of said Lot 1 a distance of 37.5 feet to the Southeast corner of said Lot 1 in Worman's Point and the point of beginning and containing 0.009 acres more or less.

ALSO: A tract of land located in the Northeast Quarter of Section 16, Township 35 North, Range 10 East, in Noble County, the State of Indiana, more fully described as follows:

Commencing at a Cast Iron Marker located in the Northwest Corner of said Northeast Quarter; thence S 00° 22' 17" E along the West side of said Northeast Quarter for 97.50 feet to the North right-of-way line of Lake Drive; thence N 89° 53' 13" E along the North right-of-way line of said Lake Drive for 135.09 feet; thence S 61° 58' 51" E along the North right-of-way line of said Lake Drive for 56.84 feet; thence S 68° 59' 19" E along the North line of said Lake Drive for 149.96 feet to a Rebar Stake, THE TRUE POINT OF BEGINNING; thence N 16° 06' 33" E for 150.54 feet to a Post located in the Northwest Corner of Lot #1 in Worman's Point as recorded in Noble County Plat Book 2, page 129, dated July 12, 1944; thence S 00° 42' 02" W along the West line of said Lot #1, and line extended, for 159.94 feet to the North right-of-way line of Lake Drive; thence N 68° 59' 19" W along said North right-of-way line for 42.65 feet to the point of beginning, said tract containing 0.073 acres, more or less, and being subject to all public road rights-of-way and to all easements of record, including drainage and utility easements as shown on the Plat. A survey of said tract being represented by Plat of Survey #35-10-16-65 as prepared by Brown Consulting Engineers, Inc., 940 W. North St., Kendallville, IN. There are no apparent encroachments affecting said tract of land other than those noted. Said tract of land does not lie within a flood hazard area as defined by the Dept. of HUD-FEMA Flood Hazard Boundary Maps, Community Panel #1803850001B dated 10/15/82.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance 8-1-16



# TITLE COMMITMENT



## CHAIN OF TITLE

The only conveyances affecting said land, constituting a twenty-four (24) month chain of title, are as follows:

1. Dennis J. Hogan to Dennis J. Hogan Revocable Living Trust, Dennis J. Hogan, Trustee by deed dated 09/13/2011 and recorded on 09/21/2011 as Instrument Number 110900420 in the Official Records of the Noble County Recorder.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**ALTA Commitment for Title Insurance 8-1-16**



# PHOTOS

# PHOTOS





# PHOTOS



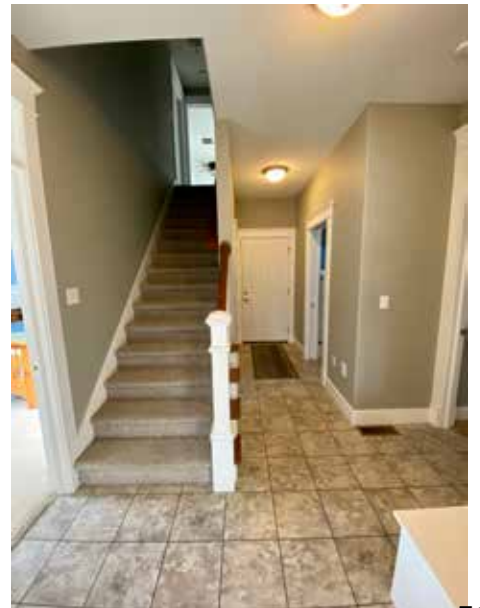


# PHOTOS

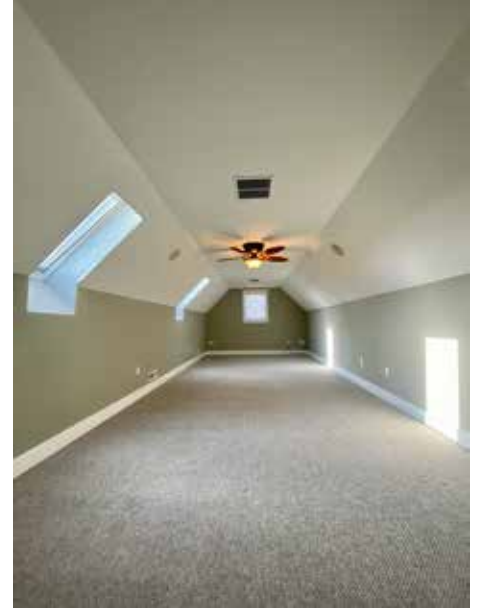




# PHOTOS



# PHOTOS





# PHOTOS

