

Wabash Valley Abstract Co., Inc.
2 NORTH BROADWAY, SUITE 203
PO BOX 1350
PERU, INDIANA 46970
TITLE INSURANCE AND REAL ESTATE CLOSINGS SINCE 1929

Chad D. Sutton
President
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Prepared for: Schrader Auction

RE: Fletcher M. Durbin (50 N Hood St Peru, IN 46970)

COUNTY OF MIAMI
SS
STATE OF INDIANA

We hereby certify that we have made a careful search of the proper records of Miami County, State of Indiana, as to the following described real estate:

Tract #1 - A part of Outlot No. 1 in Shirk's Addition to the City of Peru, Miami County, Indiana, described as follows: Beginning at a point in the East line of said Outlot, being the West line of Hood Street, 132 feet North 30° West of the Southeast corner thereof and running thence South 60° West and parallel with the North line of Main Street 212 feet to the point of beginning of the following described real estate, to-wit: Thence North 30° West and parallel with Hood Street and with the East line of said Outlot 68 feet 5 inches to a point; thence North 60° East 70 feet 8 inches to a point; thence South 30° East and parallel with the East line of said Outlot 68 feet 5 inches to a point; thence South 60° West and parallel with the North line of Main Street 70 feet 8 inches to the place of beginning.

Tract #2 - A part of Outlot No. 1 in Shirk's Addition to the City of Peru, Miami County, Indiana, described as follows: Beginning at a point in the North line of Main Street 106 feet eastwardly from the Southwest corner of said Outlot and running thence eastwardly along the North line of Main Street 106 feet to a point; thence northwardly and parallel with Fremont Street 139 feet 6 inches to a point; thence westwardly and parallel with Main Street 106 feet to a point; thence southwardly and parallel with Fremont Street 139 feet 6 inches to the place of beginning.

EXCEPTING THEREFROM: A part of Outlot No. 1 in Shirk's Addition to the City of Peru, Miami County, Indiana, more fully described as follows: COMMENCING at the southwest corner of said Outlot and running thence eastwardly along the north line of Main Street a distance of 106 feet to the POINT OF BEGINNING; thence northwardly and parallel with Fremont Street a distance of 139.5 feet; thence eastwardly and parallel with Main Street a

distance of 29 feet; thence southwardly and parallel with Fremont Street a distance of 139.5 feet to the north line of Main Street; thence westwardly along the north line of Main Street a distance of 29 feet to the POINT OF BEGINNING, containing 0.093 acres.

Tract #3 - A part of Outlot No. 1 in Shirk's Addition to the City of Peru, Miami County, Indiana, described as follows: Beginning at a point in the North line of Grantor's land which is 132 feet northwardly at right angles from Main Street and 197 feet westwardly at right angles from Hood Street and running thence westwardly along Grantor's North line 15 feet to the Northwest corner of Grantor's land; thence southwardly along Grantor's West line 15 feet to a point; thence northeastwardly 21.2132 feet to the place of beginning.

ALSO:

A part of Out Lot Number one (1) in Shirk's Addition to the City of Peru, Miami County, Indiana, bounded and described as follows: Beginning at a point on the south line of the first alley south of Sixth Street, one hundred thirty five (135) feet eastwardly from the east line of Fremont Street, and thence Southwardly and parallel with Fremont Street, three hundred forty one (341) feet and six (6) inches, thence eastwardly and parallel with Main Street, seventy seven (77) feet; thence northwardly and parallel with Fremont Street sixty (60) feet and eleven (11) inches; thence eastwardly and parallel with Main Street seventy (70) feet and eight (8) inches; thence northwardly and parallel with Hood Street two hundred eighty (280) feet and seven (7) inches to the south line of said alley and thence westwardly along the south line of said alley one hundred forty seven (147) feet and eight (8) inches to the place of beginning.

From: October 31, 1993 at 08:00 a.m. To: October 31, 2023 at 08:00 a.m. and find the Miami County Auditor's records indicate the real estate is owned by *Fletcher M. Durbin* and find the following matters recorded during this period against said real estate:

1. Taxes 2022 due and payable May 10, 2023 and November 10, 2023 each installment in the amount of \$1575.50 assessed in the name of Durbin. First Installment is Paid, Second Installment is Paid. Parcel Key No. 52-08-28-419-165.000-016. Assessed Value: Land - 14,000.00 Improvements - 289,100.00 Homestead Exemption - 45,000.00 Homestead-Supplemental Exemption - 88,235.00 Mortgage Exemption - 0.00.

(The Company assumes no liability for the accuracy of the amount of any exemptions affecting the property or the value of the land and improvements as shown herein. The property owner/purchaser is responsible for filing any property exemptions, credits, or deductions. This commitment/policy does not insure against any loss or damage arising out of subsequent assessments or taxes and any penalties and interest, due to any change in the land usage or loss of exemption.)

2. Taxes for the year 2023 due and payable 2024, amount not yet determined.
3. Last Deed of Record is provided as Instrument No. 20040525995.
4. Subject to a Sewer Agreement by and between Alice S. Edwards, Elbert Walter Shirk and

Caroline Frances McCaffrey dated February 28, 1917 and recorded April 21, 1917 in Miscellaneous Record "P", pages 165-167.

5. Subject to Articles of Agreement by and between Ellen Walker Shirk and Alice S. Edwards and Richard A. Edwards, dated December 17, 1924 and recorded December 27, 1924 in Miscellaneous Record R, page 511.
6. Subject to an Agreement by and between Richard E. Edwards, Clara E. Crume and Florence E. Campbell, dated March 29, 1934 and recorded June 12, 1934 in Miscellaneous Record "W", page 6.
7. Subject to an Agreement by and between Richard E. Edwards and Marie S. Edwards and Clara E. Crume and Marshall E. Crume, dated May 22, 1934 and recorded July 2, 1934 in Miscellaneous Record "W", page 20.
8. Covenants, conditions and restrictions contained in the plat of Shirk's Addition to the City of Peru as per plat thereof recorded in Plat Book 2, pages 3 and 4, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
9. Rights of tenants through unrecorded leases or parties in possession, if any.
10. Subject to taxes or special assessments which are not shown as existing liens by the public records.
11. NOTE: Estate filings for Fletcher M. Durbin as filed under 52C01-2304-EU-000028.
12. Ten Year Judgment Search has been made versus Fletcher M. Durbin, and NONE FOUND.

We limit the liability of this search to \$2,500.00.

WITNESS our hand and corporate seal this 8th day of November 2023.

WABASH VALLEY ABSTRACT CO., INC.



Chad D. Sutton, President

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

Mo Nov Day 4, 2004
Audited Miami Co
Brenda Weaver ac

MIAMI COUNTY RECORDER
SHERRY R. PAYNE 2P
VALIDATION: 16.00
RLT Date 11/04/2004 Time 14:35:07
I 20040525995 Page 1 of 2

Parcel No. 021-76830-00
021-76870-00

WARRANTY DEED

THIS INDENTURE WITNESSETH, that John Ray Miller and Theresa L. Miller, husband and wife (Grantors) of Miami County, Indiana, CONVEY AND WARRANT to Fletcher M. Durbin, adult (Grantee), of Miami County, Indiana, for the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Miami County, State of Indiana:

See attached legal description marked "Exhibit A".

Subject to any and all easements, agreements and restrictions of record. The address of such real estate is commonly known as 50 N Hood St Peru IN 46970.

IN WITNESS WHEREOF, Grantors, John Ray Miller and Theresa L. Miller, have executed this Deed this 4th day of November, 2004.

Grantor:

Signature:

Printed: John Ray Miller

Grantor:

Signature:

Printed: Theresa L. Miller

STATE OF INDIANA

COUNTY OF MIAMI



Cheryl L. Wray
Notary Public
Resident of Miami Co.
My Commission Expires
July 11, 2009

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State, personally appeared John Ray Miller and Theresa L. Miller, who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representation therein contained are true.

Witness my hand and Notarial Seal this 4th day of November, 2004.

My Commission Expires:

Signature

Printed

Resident of _____ County, Indiana

This instrument prepared by Thomas A. Keith (Attorney #10757-52), 2 1/2 North Broadway, Suite 210, Peru, Indiana 46970 (765)473-7455

Return Deed to: Fletcher M. Durbin

Send tax bills to: Fletcher M. Durbin 50 N Hood St Peru IN 46970

EXHIBIT "A"

Legal Description:

Tract #1 - A part of Outlot No. 1 in Shirk's Addition to the City of Peru, Miami County, Indiana, described as follows: Beginning at a point in the East line of said Outlot, being the West line of Hood Street, 132 feet North 30° West of the Southeast corner thereof and running thence South 60° West and parallel with the North line of Main Street 212 feet to the point of beginning of the following described real estate, to-wit: Thence North 30° West and parallel with Hood Street and with the East line of said Outlot 68 feet 5 inches to a point; thence North 60° East 70 feet 8 inches to a point; thence South 30° East and parallel with the East line of said Outlot 68 feet 5 inches to a point; thence South 60° West and parallel with the North line of Main Street 70 feet 8 inches to the place of beginning.

Tract #2 - A part of Outlot No. 1 in Shirk's Addition to the City of Peru, Miami County, Indiana, described as follows: Beginning at a point in the North line of Main Street 106 feet eastwardly from the Southwest corner of said Outlot and running thence eastwardly along the North line of Main Street 106 feet to a point; thence northwardly and parallel with Fremont Street 139 feet 6 inches to a point; thence westwardly and parallel with Main Street 106 feet to a point; thence southwardly and parallel with Fremont Street 139 feet 6 inches to the place of beginning.

EXCEPTING THEREFROM: A part of Outlot No. 1 in Shirk's Addition to the City of Peru, Miami County, Indiana, more fully described as follows: COMMENCING at the southwest corner of said Outlot and running thence eastwardly along the north line of Main Street a distance of 106 feet to the POINT OF BEGINNING; thence northwardly and parallel with Fremont Street a distance of 139.5 feet; thence eastwardly and parallel with Main Street a distance of 29 feet; thence southwardly and parallel with Fremont Street a distance of 139.5 feet to the north line of Main Street; thence westwardly along the north line of Main Street a distance of 29 feet to the POINT OF BEGINNING, containing 0.093 acres.

Tract #3 - A part of Outlot No. 1 in Shirk's Addition to the City of Peru, Miami County, Indiana, described as follows: Beginning at a point in the North line of Grantor's land which is 132 feet northwardly at right angles from Main Street and 197 feet westwardly at right angles from Hood Street and running thence westwardly along Grantor's North line 15 feet to the Northwest corner of Grantor's land; thence southwardly along Grantor's West line 15 feet to a point; thence northeasterly 21.2132 feet to the place of beginning.

ALSO:

A part of Out Lot Number one (1) in Shirk's Addition to the City of Peru, Miami County, Indiana, bounded and described as follows: Beginning at a point on the south line of the first alley south of Sixth Street, one hundred thirty five (135) feet eastwardly from the east line of Fremont Street, and thence Southwardly and parallel with Fremont Street, three hundred forty one (341) feet and six (6) inches, thence eastwardly and parallel with Main Street, seventy seven (77) feet; thence northwardly and parallel with Fremont Street sixty (60) feet and eleven (11) inches; thence eastwardly and parallel with Main Street seventy (70) feet and eight (8) inches; thence northwardly and parallel with Hood Street two hundred eighty (280) feet and seven (7) inches to the south line of said alley and thence westwardly along the south line of said alley one hundred forty seven (147) feet and eight (8) inches to the place of beginning.

tinne until revoked by written notice mailed by the said Alice S. Edwards, her heirs, executors administrators and assigns, to said Elbert Walker Shirk and Caroline Frances McCaffrey or their heirs, executors, administrators and assigns; which notice shall run to a date not earlier than the first of July nor later than the first day of November, in any year, and shall have been served not less than one hundred twenty /120/ days previous to the day so fixed for its maturity.

Prior to the date of said notice, the ground above said sewer on the property of said Edwards, shall not be disturbed or torn up by said Shirk or McCaffrey or their representatives except to make necessary repairs to said sewer, and after the date of said service, it shall not be torn up by them at all.

Second; On the day so fixed in the notice as given, all rights of the said Elbert Walker Shirk and of the said Caroline Frances McCaffrey, their heirs and assigns, under the license aforesaid, shall immediately cease and terminate, provided, however, that the mailing of such notice shall operate as an immediate irrevocable license to the then owner of said real estate so recently conveyed to said Caroline Frances McCaffrey, to enter upon the real estate now owned by said Alice S. Edwards in the west portion of said Lot No. One /1/ of Shirk's Addition to Peru, and to construe a sewer on a straight line extending eastward and westward parallel with Main Street in said City, and distant from the north line of Main Street not less than One Hundred thirty-four /134/ feet nor more than One Hundred forty-five /145/ feet, running from the Fremont Street sewer to some point west of the west line of Hood Street, adjacent to the land herein referred to as conveyed by Elbert Walker Shirk to Caroline Frances McCaffrey; said sewer to be a sanitary sewer of vitrified pipe of such size and at such depth as may be determined by the city civil engineer of the City of Peru to be necessary to accommodate the sewage of and from said Lot No. one /1/; which sewer shall be laid and the work thereon done in all respects in conformity to the general plans and specifications then in force by the City of Peru, for the construction of lateral sewers of similar size and similarly located, said sewer to be contracted for after due advertisement and competitive bids. Thereupon the said Alice S. Edwards or her assigns, as the case may be, shall be liable for and shall pay to the said Elbert Walker Shirk or his assigns, the one-half of the cost of the construction of said sewer upon its completion and approval by said City Civil Engineer, and thereupon the said Elbert Walker Shirk or his heirs shall pay to the said Caroline Frances McCaffrey her heirs or assigns or to the Contractor the full cost of the construction of said sewer, together with the cost and expense of making proper and necessary sewer connections leading from said sewer to the McCaffrey residence.

In Witness Whereof, the parties have hereunto set their hands and seal, in triplicate this 28th day of February, 1917.

Alice S. Edwards (Seal)

Elbert Walker Shirk (Seal)

Caroline Frances McCaffrey (Seal)

State of Indiana Wayne County, SS:-

Before me, Kendrick E. Kenney, a Notary Public in and for said County and State, on this 15th day of March, 1917, personally came Elbert Walker Shirk, who acknowledged the execution of the annexed and foregoing instrument to be his voluntary act and deed.

Witness my hand and Notarial seal.

(L.S.)

Kendrick E. Kenney

Notary Public.

My Com. Exp. Oct. 11, 1920.

State of Indiana, Miami County, SS:-

Before me, Louise A. Huffman, a Notary Public in and for said County and State, on this 17th day of March, 1917, personally came Alice S. Edwards who acknowledged the execution of the annexed and foregoing instrument to be her voluntary act and deed.

Witness my hand and Notarial seal.

(L.S.)

Louise A. Huffman

Notary Public.

My Com. Exp. Jan. 6, 1918.

State of Indiana, Miami County, SS:-

Before me, David E. Rhodes, a Notary Public in and for said County and State, on this 19th day of March, 1917, personally came Caroline Frances McCaffrey who acknowledged the execution of the annexed and foregoing instrument to be her voluntary act and deed.

Witness my hand and Notarial seal.

(L.S.)

David E. Rhodes,

Notary Public.

My Com. Exp. Mar. 14, 1920.

Received for Record April 21, 1917, at 3:25 o'clock---P.M.

Frank Dunn, R.M.CO.

work and labor done and materials furnished was done and furnished by Waldman Auto Top Shop at your special instance and request and within the last sixty days.

Waldman Auto Top Shop

W. Waldman

Received for record the 27th day of December 1924 at 10:30 o'clock.....A.M.

S.D.Coldren R.M.Co.

700

Articles of Agreement.

This agreement made and entered into this 11th day of October 1911
Ellen Walker Shirk..)
to.)
Alice S. Edwards & H.)
County and State parties of the second part, witnesseth;

That whereas the said parties have this day made a amicable partition of a part of lot number one (1) in Shirk's addition to Peru, Miami County Indiana and have executed each to the other their Quit Claim deeds to the respective portions set off to them, now

Therefore it is hereby mutually agreed by and between said parties that neither of said parties shall plant erect or construct any hedge fence or other obstruction on the dividing line between the portions so conveyed. that no buildings or other obstruction shall be erected or constructed on that portion of said land so conveyed to said party of the first part lying directly in front of the residence of said parties of the second part unless building or buildings are erected on the east one third of the Main street front of property of parties of second part.

It is further agreed that said parties of the second part shall not be required to take up or remove any water mains now lying across the portion of said land so conveyed to said party of the first part, except where necessary to move for improvements.

It is further agreed that that portion of a garage of first party which is situate on land of second party shall be allowed to remain for use of first party during life of this agreement.

It is further agreed that each party shall have the right of ingress and egress across that portion of said land so conveyed to the other party and that each party shall maintain the walks and drives thereon in good condition for use.

It is further agreed that the provisions of this contract shall continue until either of the lands so respectively conveyed shall have been subdivided into lots and then terminate.

In witness whereof the said parties have hereunto set their hands and seals and executed this agreement in duplicate the day and year first above written.

Ellen Walker Shirk (seal)

Alice S. Edwards (seal)

Richard A. Edwards (seal)

State of Indiana, Miami County ss:

Before me, a notary public in and for this County and State personally appeared the within named Alice S. Edwards and Richard A. Edwards and acknowledged the execution of the foregoing agreement to be their voluntary act and deed, this 17th day of December 1924.

Rachel Cohee (seal)
Notary Public

My commission expires April 11, 1926
State of New York County of Essex ss:

Before me, a notary public in and for said County and State personally appeared the within named Ellen Walker Shirk this 24 day of Dec. 1924 and acknowledged the execution of the foregoing agreement to be her voluntary act and deed.

J. Chester Jubin (seal)

My commission expires 30 Nov., 1926

Received for record the 27th day of December 1924 at 3:30 o'clock.....P.M.

S.D. Coldren R.M.Co.

701
Mechanic's Lien

Peru Lumber Co. December 27th, 1924

To Nellie M. Kisiman and all others concerned: You are hereby notified that we intend to hold and do hold a Mechanic's Lien on the following described real estate in the county of Miami and State of Indiana, to-wit:

The south half of lot No. 178 of the original plat of the city of Peru, Miami County Indiana as well as upon the improvements recently made and erected thereon by said Nellie M. Kisiman for the sum of Four hundred sixty five 43/100 (\$465.43) dollars for work and labor done and for material furnished by us in and for the making of said improvements and which work and labor was done and materials were used for and in the making of said improvements at the special instance and request of said Nellie M. Kisiman and within the last sixty days said sum of money is now due and unpaid.

Peru, Lumber Company

Received for record the 27th day of December 1924 at 4:45 o'clock....P.M.

S.D. Coldren R.M.Co.

702
Affidavit

This is to certify that Lizzie Livingston has this day affirmed on her oath before me a notary public in and for the County of Ionia and State of Michigan that she was united in marriage to Josiah Livingston of Kent County Michigan on the twelfth day of April 1924 and that she (Lizzie Livingston) was the widow of John W. Myers of Miami County Indiana who died April 11th, 1917

Lizzie Livingston (L.S.)

Subscribed and affirmed before me this 25th day of September A.D. 1924.

Roy Blough (seal)

My commission expires Jan. 26, 1927

Notary Public, Ionia County Mich.

Received for record the 27th day of December 1924 at 4:45 o'clock.....P.M.

S.D. Coldren R.M.Co.

1929
This Lien is fully paid and satisfied and the same is released this 13 day March 1925
Attest
S.D. Coldren R.M.Co.
R.M.C.

Notice of Mechanic's Lien on Motor Vehicle,

June 11, 1934.

Clarence B. Ross)
to)
Larue Killmer)
property situated in the County of Miami, State of Indiana, to-wit:
One 1927 Pontiac, Coup Automobile Motor number 131862 serial number 142173.

by the undersigned for the sum of Ten & no/100 Dollars for work and labor done and materials furnished by the undersigned, for and to be used in the repair of said automobile which work and labor done, and materials furnished, was done and furnished by the undersigned at your special instant and request; and within the last sixty days. and that the sum of \$10.00 is now due.

Clarence B. Ross (Seal)

Clarence B. Ross (Seal)
1309 Jones St. Wabash, Ind.

Received for record June 11, 1934 at 4:45 O'clock P.M.

Frank Dunn R. M. Co.

Agreement of 4231 Agreement.

Richard E. Edwards et al This agreement made and entered into by and between
Richard E. Edwards of Peru, Indiana, Clara E. Crume,
of Peru, Indiana and Florence E. Campbell, of Orange New Jersey, Witnesseth: That
Whereas, said parties are now the owners of a part of Out lot Number One (1) in Snirk's
Addition to the City of Peru, Miami County, Indiana, bounded and described as follows:
to-wit: Beginning at the southwest corner of said Out Lot and running thence eastwardly along
the north line of Main Street two hundred twelve (1212) feet; thence northwardly and
parallel with Freemont Street two hundred (200) feet and five (5) inches; thence eastwardly
and parallel with Main Street Seven ty (70) feet and eight (8) inches; thence northwardly and
parallel with Hood Street two hundred eighty (280) feet and seven (7) inches to an alley;
thence westwardly along said alley two hundred eighty two (282) feet and eight (8) inches
to the east line of Fremont Street; thence southwardly along the east line of Freemont
Street four hundred eighty one (481) feet to the place of beginning; which they propose
to partition between them into the following tracts:

Tract Number 1:

Beginning at the southwest corner of said lot and running thence eastwardly along the north line of Main Street two hundred twelve (212) feet; thence northwardly and parallel with Fremont Street one hundred thirty-nine (139) feet and six (6) inches; thence westwardly and parallel with Main Street two hundred twelve (212) feet to the east line of Fremont Street; thence southwardly along the east line of Fremont Street one hundred thirty-nine (139) feet and six (6) inches to the place of beginning.

Tract Number 2:

Beginning at a point on the east line of Fremont Street One hundred thirty nine (139) feet and six (6) inches northwardly from the north line of Main Street and running thence eastwardly and parallel with Main Street one hundred thirty five (135) feet; thence northwardly and parallel with Fremont Street three hundred forty one (341) feet and six (6) inches to an alley; thence westwardly along the south line of said alley One hundred

thirty five (135) feet to the east line of Fremont Street and thence southwardly along the east line of Fremont Street to the place of beginning.

Tract Number 3:

Beginning at a point on the south line of the first alley south of Sixth Street one hundred thirty five (135) feet eastwardly from the east line of Fremont Street and thence southwardly and parallel with Fremont Street Three hundred forty one (341) feet and six (6) inches; thence eastwardly and parallel with Main Street seventy-seven (77) feet; thence northwardly and parallel with Fremont Street sixty (50) feet and eleven (11) inches; thence eastwardly and parallel with Main Street seventy (70) feet and eight (8) inches; thence northwardly and parallel with Hood Street two hundred eighty (280) feet and seven (7) inches to the south line of said alley and thence westwardly along the south line of said alley one hundred and forty seven (147) feet and eight (8) inches to the place of beginning; and

Whereas, the only buildings on said real estate are a dwelling house and garage on the north end of tract number 3 and a cottage and shed in the northwest portion of tract number 2, and the greater part of the remainder of said real estate has been landscaped and affords an attractive view from said existing houses and other dwelling houses which might be so erected on said real estate as to face toward the center thereof, and, whereas, the value of each of said parcels will be enhanced if the use to be made thereof and the improvements to be erected thereon shall be restricted to the end that said lawn and the view across the same may be preserved;

Now, therefore, it is agreed by and between the parties that: (1) The buildings upon said real estate, and those hereinafter erected thereon, except garages, shall be used for residential purposes only.

(2) The existing dwelling house on the north end of Tract Number 3 shall not be subdivided into more than two apartments and it shall not be permanently occupied by more than two households or families, exclusive of servants.

(3) No new house, building or other structures shall be erected nearer than thirty feet to any of the boundary lines between said tracts as hereinabove defined, and nearer than 60 feet to the southeast corner of Tract Number 2 and to the northeast corner of Tract Number 1, except that, if the garage on the north part of Tract Number 3 is removed or destroyed, a new garage may be erected on the same location.

(4) No additional dwelling house shall be erected on Tract Number 3 unless the dwelling house now situated thereon shall be removed or destroyed, in which event there shall not be erected more than one (1) new dwelling house thereon designed for, and permanently occupied by, not more than two families, exclusive of servants; not to exceed two dwellings shall be erected and maintained on tract number 2, it being the intent hereof that only one additional dwelling may be erected on this tract so long as the cottage thereon is maintained, but that, if said cottage is removed or destroyed, and additional residence may be erected thereon; and not more than one dwelling shall be erected on Tract Number 1; provided however, that if there shall be included with the east sixty-six (66) feet thereof sixty six (66) feet off of the west end of the tract next adjoining it on the east, a dwelling may be erected upon the two tracts so

included together. The dwelling erected on tracts number 1 and 2 as hereinabove provided shall be designed for, and permanently occupied by, not more than one family each, exclusive of servants.

(5) No other buildings shall be erected on any of the tracts of real estate above described other than garages necessary and suitable for the use in connection with the dwellings hereinabove authorized, which garages shall be so designed and located as to harmonize with the dwellings with which they are appurtenant and so as not to mar the attractiveness of the view so sought to be preserved by the restrictions hereby imposed. Any dwelling house and garage herein authorized to be erected shall together cost not less than Twelve Thousand Five Hundred Dollars (\$12,500.00) exclusive of the ground and shall be designed by a competent professional architect.

(6) The owner and occupants of Tract Number 3 shall have a right of way not to exceed fourteen (14) feet in width over tracts Numbers 1 and 2 along the following route, to-wit: along the south half of the boundary line between tracts 2 and 3 to the southend thereof, and thence west along the boundary line between tracts 1 and 2 to Fremont Street with sufficient space in the southeast corner of Tract Number 2 to make a sweeping curve southwestwardly with an automobile or a wheelbase of 148 inches, for the purpose of affording access to Fremont Street by a drive not exceeding 10 feet wide and a walk contiguous thereto not exceeding 4 feet wide, said drive and walk to be erected and maintained by the owner of Tract Number 3, and ^{not} to extend more than 7 feet upon either Tract Number 1 or 2, except for the curve herein provided for.

(7) A certain contract made and entered into by and between Ellen Walker Shirk, Alice S. Edwards and Richard A. Edwards on October 11, 1911, and recorded in Miscellaneous Record R. page 511 of the records of Miami County, Indiana, and that certain agreement made and entered into by and between Alice S. Edwards, Elbert Walker Shirk and Caroline Frances McCaffrey on the 28th day of February, 1917, and recorded in Miscellaneous Record P. page 165 to 167 on the records of Miami County, Indiana, shall remain in full force, except to the extent that they may be altered or modified by the terms of this agreement. That part of the expenses of constructing the sewer across the lands heretofore owned by Alice S. Edwards to be paid by her as provided in the second agreement hereinabove mentioned shall be paid by the grantees of Tracts Number 1, 2 and 3 as hereinabove described in the following proportions: Tract Number 1 Fifty per cent (50%) Tract Number 2 Thirty two per cent (32%) ; and Tract Number 3 eighteen per cent (18%), and that said expense shall run with the land and be a charge against the immediate and remote grantees of said real estate in that proportion so long as this agreement remains in force and effect, in case the new sewer therein provided for is ever built.

(8) That in case the real estate herein described is platted and subdivided into lots of the approximate size of the lots in surrounding subdivisions, and said plat is recorded in the Recorder's Office of Miami County, Indiana, then this contract shall immediately terminate as of the date of the recording of said plat, and all rights, privileges, duties and liabilities hereunder shall immediately cease.

(9) The rights and privileges herein granted and the duties and restrictions herein imposed shall inure to the benefit of, and be binding upon the parties hereto when the partitions above referred to shall have been effected and of and upon their respective successors in title to the tracts respectively set off to them and

4414 ✓

Affidavit

Affidavit

State of Indiana, Miami County, SSS:

of

Lloyd V. Smith

) Lloyd V. Smith, being duly sworn, upon his oath, deposes
) and says that he was personally acquainted with one G.W. Wood,
) grantee in a warranty deed executed to him by Frederick Beem
and Alme E. his wife, dated December 22nd, 1910 and recorded January 23rd, 1911 in
deed record #73, page 170.

Affiant further says that he is personally acquainted with George W. Wood, who, Ella
Wood, his wife joining therein, executed to George E. King of Peru, Indiana, his warranty
deed dated July 26th, 1921 for a part of Lot #9 of Aveline's Sub division of J. B.
Richardville's reserve #5 in Township #27 North, Range 4 East, in said deed specific-
ally described.

Affiant further says that said G.W. Wood and George W. Wood, named in said deed
respectively are one and the same person, and further, affiant said not.

Lloyd V. Smith

Subscribed and sworn to before me this 11th day of August 1921.

(L.S.)

Nott N. Antrim

My Commission Expires April 25, 1924.

Notary Public.

Received for record June 29, 1934 at 8:40 A.M.

Frank Dunn R. M. Co.

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4463

Agreement.

Richard E. Edwards and wife.

) This Agreement made and entered into this 22nd

Clara E. Crume and husband

) day of May, 1934, by and between Richard E. Edwards

Florence E. Campbell and Husband

) and Marie S. Edwards, his wife of Peru, Indiana,

Clara E. Crume and Marshall E. Crume, her husband

Peru, Indiana, and Florence E. Campbell and Robert Campbell, her husband, of Orange,
New Jersey, that; Whereas, the above named parties have heretofore entered into an
Easement agreement dated the 24th day of March 1934, pertaining to the rights and privileges
of the parties thereto in respect to the adjacent real estate to be partitioned in
accordance with their agreement, and whereas, any agreement in regard to water rights was
inadvertantly omitted therefrom, now therefore, it is agreed by and between the parties
that this agreement shall be supplemental to said agreement of the 24th day of March, 1934,
and it is further agreed that Richard E. Edwards, as the grantee of Tract No. 3 therein described
and his successors in ownership of said tract, shall have the right to excavate for, lay,
maintain and use water pipes within the right of way of the drive and walk described
therein, it being the intent of this instrument to give the immediate and remote
grantees of said Tract No. 3 an easement for water pipes across the lands of the owners of
tracts No. 1 and 2 therein described to Fremont Street within the following route, to-wit:
Along the south half of the boundary line between Tract 2 and 3 to the south end thereof, and
thence west along the boundary line between Tract 1 and 2 to Fremont Street with suffi-
cient space in the southeast corner of Tract Number 2 to make a sweeping curve southwest-
wardly with an automobile of a wheelbase of 148 inches., provided however, that in the

that in the event that the water pipes are installed by said Richard E. Edwards, or his successors in title, within the route, hereinabove described, it shall serve as a forfeiture of the right to use and maintain the water pipe from Fremont Street across said tract No. 2 as herein described, which now exist, it being the intent of this instrument that the right herein granted shall be in lieu of the right to use and maintain any and all other water lines across said Tract No. 2.

It is further agreed that said Richard E. Edwards and his successors in title to said Tract Number 3 shall pay all expenses of excavating, laying and maintaining said water line, and that they shall have the right to enter upon the real estate above the same for the purpose of making repairs and replacements thereto.

In Witness Whereof, said parties have hereunto set their hands and seals this day and date hereinabove first written.

Richard E. Edwards (Seal)

Marie S. Edwards (Seal)

Clara E. Crume (Seal)

Marshall E. Crume (Seal)

Florence E. Campbell (Seal)

Robert Campbell (Seal)

State of Indiana, County of Miami, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Richard E. Edwards, Marie S. Edwards, his wife; Clara E. Crume and Marshall E. Crume, her husband and acknowledged the execution of the above and foregoing agreement to be their voluntary act and deed for the uses and purposes therein mentioned, this 22 day of May, 1934.

Witness my hand and Notarial Seal.

Alton E. Rees

My Commission Expires Jan. 12, 1937.

Notary Public.

State of New York, County of New York SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Florence E. Campbell and Robert Campbell, her husband and acknowledged the execution of the above and foregoing agreement to be their voluntary act and deed for the uses and purposes therein mentioned, this 18 day of June, 1934.

Witness my hand and Notarial seal.

(L.S.) Julius M. Bohnsen

My Commission Expires March 30, 1936.

Notary Public.

Received for record July 2, 1934 at 2 O'clock P.M.

Frank Dunn R.M.Co.