

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
csutton@wvaco.com



Phone: 765-472-4351
Fax: 765-472-4352
wvaco@wvaco.com
Web: www.wvaco.com

Prepared for: Schrader Auction

RE: Fletcher M. Durbin (54 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:

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 degrees West of the Southeast corner thereof; running thence South 60 degrees West and parallel with the North line of Main Street 141 feet 4 inches to a point; thence North 30 degrees West and parallel with Hood Street and with the East line of said Outlot 349 feet to a point in the South line of the alley running East and West along the South side of Shirk's Subdivision of Outlot No. 1 of said Shirk's Addition; thence North 60 degrees East 141 feet 4 inches along said South line of said alley to a point in the East line of said Outlot No. 1; thence South 30 degrees East along said East line, being also the West line of Hood Street 349 feet 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 \$3450.50 assessed in the name of Durbin. First Installment is Paid, Second Installment is Paid. Parcel Key No. 52-08-28-419-168.000-016. Assessed Value: Land - 26,200.00 Improvements - 278,800.00 Homestead Exemption - 0.00 Homestead-Supplemental Exemption - 0.00 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. 20060524821.
4. 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.
5. 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.
6. Rights of tenants through unrecorded leases or parties in possession, if any.
7. Subject to taxes or special assessments which are not shown as existing liens by the public records.
8. NOTE: Estate filings for Fletcher M. Durbin as filed under 52C01-2304-EU-000028.
9. 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

SEP 29 2006

Brenda Weaver
MIAMI COUNTY AUDITOR

MIAMI COUNTY RECORDER

SHERRY R PAYNE 2 P
DATE: 09/29/2006 TIME: 02:45:09PM
I 20060524821 FEES: \$18.00

Parcel No. 021- 76850 - 00

WARRANTY DEED

THIS INDENTURE WITNESSETH, that David J. Hausner and Lynn C. Hausner, husband and wife (Grantors) of Miami County, Indiana, CONVEY AND WARRANT to - Fletcher M. Durbin (Grantee) of Miami County, Indiana, for the sum of One and 00/100----- 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 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 54 N Hood St Peru IN 46970

IN WITNESS WHEREOF, Grantors, David J. Hausner and Lynn C. Hausner have executed this Warranty Deed this 27th day of Sept, 2006.

Grantor:

Signature: David J. Hausner

Printed: David J. Hausner

STATE OF INDIANA

Grantor:

Signature: Lynn C. Hausner

Printed: Lynn C. Hausner

COUNTY OF MIAMI

Before me, a Notary Public in and for said County and State, personally appeared David J. Hausner and Lynn C. Hausner, who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 27th day of Sept, 2006.

My Commission Expires:

Signature: Cheryl L. Wray

Printed: _____

Resident of _____ County, Indiana

Notary Public

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

Send tax bills to: 50 N Hood St Peru, IN 46970

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Cheryl L. Wray

Exhibit A

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; running thence South 60° West and parallel with the North line of Main Street 141 feet 4 inches to a point; thence North 30° West and parallel with Hood Street and with the East line of said Outlot 349 feet to a point in the South line of the alley running East and West along the South side of Shirk's Subdivision of Outlot No. 1 of said Shirk's Addition; thence North 60° East 141 feet 4 inches along said South line of said alley to a point in the East line of said Outlot No. 1; thence South 30° East along said East line, being also the West line of Hood Street 349 feet to the place of beginning.

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 by and between Ellen Walker Shirk of Miami County Indiana party of the first part and Alice S. Edwards and Richard A. Edwards of said 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 S. Edwards and acknowledged the execution of the foregoing agreement to be their voluntary act and deed, this 17th day of December 1924.

Rachel Cohen (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

December 27th, 1924

Peru Lumber Co.

to) To Nellie M. Kisiman and all others concerned: You are hereby notified that
Nellie M. Kisiman) 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.

Affidavit

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Affidavit

of) This is to certify that Lizzie Livingston has this day affirmed on her
Lizzie Livingston) 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.

1889
alter
the same is released this 13 day MAR 1925
A. A. Deane
K.M.C.