

**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**



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Prepared for: Schrader Auction

RE: Fletcher M. Durbin (22 N Broadway and 26 N Broadway 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:

*Lot Numbers 1, 2, 3, and 4 in John Shields Subdivision of Lots 172 and 173 in the Original Plat of the Town, now City of Peru, Miami County, and ALSO 1/2 of the vacated alley adjacent to the west side of said lots.*

From: October 31, 1973 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 \$2311.50 assessed in the name of Durbin. First Installment is Paid, Second Installment is Paid. Parcel Key No. 52-08-27-307-007.000-016. Assessed Value: Land - 17,900.00 Improvements - 136,200.00 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 2022 due and payable May 10, 2023 and November 10, 2023 each installment in

the amount of \$90.00 assessed in the name of Durbin. First Installment is Paid, Second Installment is Paid. Parcel Key No. 52-08-27-310-001.000-016. Assessed Value: Land - 6,000.00 Improvements - 0.00 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.)

3. Taxes for the year 2023 due and payable 2024, amount not yet determined.
4. Party wall rights as set out in deed recorded December 6, 1897 as Deed Record 49, page 492. (NOTE: Party wall between Lots 4 and 5)
5. Party wall agreement recorded March 5, 1896 in Deed Record 45, page 380. (NOTE: Party wall between lots 1 and 2 which share the same owner, and it appears there is not a building on lot 1 anymore.)
6. Subject to reserved easement for right to use stairway and second floor in building on insured real estate and overhead bridge connecting the same with the west part of Lot No. 173 in the Original Plat of the City of Peru for ingress and egress as recorded in Deed Record 92, page 189.
7. Subject to restrictions and conditions as contained in Deed recorded December 6, 1987 as Deed Record 49, page 694.
8. Utility rights and easements as reserved through the vacated alley as described in Miscellaneous Record 53, page 148.
9. Covenants, conditions and restrictions contained in the plat of John Shields Subdivision 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.
10. Rights of tenants through unrecorded leases or parties in possession, if any.
11. Subject to taxes or special assessments which are not shown as existing liens by the public records.
12. NOTE: Estate filings for Fletcher M. Durbin as filed under 52C01-2304-EU-000028.

13. 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

Eliza A. Brownell et al  
To  
Jesse Foote

This Indenture Witnesseth,  
That Eliza A. Brownell, widow,  
Charles W. Brownell and Augusta  
E. Brownell, his wife of Miami  
County in the State of Indiana, and Lucia E. Ayers  
and John A. Ayers, her husband of Morgan County  
in the State of Illinois, for and in consideration of  
One Hundred and fifty (150) Dollars, Remise, Release  
and Quit-claim unto Jesse Foote of Miami County  
in the State of Indiana, to-wit:

A part of lot number four (4) in Shields  
Subdivision of lots numbered one hundred seventy-  
two (172) and one hundred seventy three (173) in  
the original plat of the town (now city) of Peru  
described as follows: Beginning at the south  
west corner of said lot four (4); thence north-  
wardly on the west line of said lot to the center  
of the south wall of the three story building  
upon said lot four (4); thence eastwardly along  
the center of said wall to the east line of said  
lot; thence southwardly to the south east corner  
of said lot four (4); thence westwardly along the  
south line of said lot four (4) to the place of  
beginning. And the said grantors in consideration  
of the further sum of six hundred and twenty five  
(625) Dollars do hereby sell and convey unto said  
Jesse Foote the south half of the basement and  
first and second story wall upon the real estate  
above conveyed, to be held, used and enjoyed  
by the said grantors their heirs and assigns  
and said grantee his heirs and assigns as a  
party wall.

The said grantors agree that said grantee  
shall have a right to cut into said wall eight  
inches for the purpose of inserting the joist of  
the different floors of his building to be erected  
upon lot number five (5) adjacent to the above  
described real estate, but in doing so he  
shall not damage said wall, and when such  
joists are placed he shall securely cement up

the excavations in said wall so made, said grantee shall have the right to the chimneys now built in said wall not used by grantors, and the same shall be and are the chimneys of said grantee.

It is agreed that the wall of the third story of said building situate upon the real estate above described shall be and remain the property of said grantors but should said grantee at any time in the future desire to build an additional story he or his assigns shall have the right to use said wall as a party wall by paying to said grantors half of the value of said third story wall. Should the buildings or said party wall above described at any future time be destroyed or taken down the grantee herein agrees that he or his administrators, heirs and assigns into whose hands the same shall come will reconvey to said grantors their heirs administrators or assigns the real estate above conveyed at the price and consideration that said grantors pay for the same as expressed herein to-wit: one hundred and fifty dollars, upon demand, to preserve the uniformity in the size of the adjacent lots. The wall hereby conveyed shall extend in height to the lower window sill of the third story of the building of said grantors.

It is further agreed by the grantors that grantee shall have the right to make such excavations in the wall as shall be necessary to make a perfect job, but in so doing the walls shall not be damaged in any way.

In Witness Whereof the said Eliza A. Brownell widow Charles H. Brownell and Augusta E. Brownell his wife, and Lucia E. Ayers and John A. Ayers, her husband have hereunto set their hands and seals this the 8<sup>th</sup> day of November A.D. 1897

Eliza A. Brownell (seal)

Charles H. Brownell (seal)

Augusta E. Brownell (seal)

Lucia E. Ayers (seal)

John A. Ayers (seal)

State of Indiana, Miami County, ss:

Before me John A. Deibert, a Notary Public in and for said County, this - day of November 1897, Charles H. Brownell and Augusta E. Brownell, his wife, - acknowledged the execution of the annexed Deed.

Witness my hand and Notarial seal.

L. S.  
J. A. Deibert

John A. Deibert  
Notary Public.

State of Illinois, Morgan County, ss:

Before me Charles E. Rutledge, a Notary Public in and for said County, this 29<sup>th</sup> day of November 1897, Eliza A. Brownell, widow, Lucia E. Ayers and John A. Ayers, her husband, acknowledged the execution of the within Deed.

Witness my hand and Notarial seal.

L. S.  
C. E. Rutledge

Charles E. Rutledge.  
Notary Public.

Rec'd for Record Dec. 6<sup>th</sup> 1897 - 3 o'cl. P. M.

Eli J. Jamison R. M. & Co.

Citizens National Bank

To

Jesse Foote

This Indenture Witnesseth, That Citizens National Bank of Peru, Indiana, of the County of Miami in the State of Indiana for and in consideration of one Hundred and fifty (150) Dollars, Remise, Release and Quit-claim unto Jesse Foote of Miami County in the State of Indiana, the following Real Estate in Miami County, in the State of Indiana, to-wit:

A part of lot number six (6) in Shields' subdivision of lots numbered one hundred seventy two (172) and one hundred seventy three (173) in the Original Plat of the town (now city) of Peru described as follows: Beginning at the north west corner of said Lot six (6); thence in a southern direction on the west line of said lot to the center of the north wall of the Citizens National Bank Building; thence eastwardly

a Notary Public in and for said County and State, this 5<sup>th</sup> day of March 1896 personally came Mary E. King and acknowledged the execution of the within and annexed Deed to be her voluntary act and deed.

Witness my hand and Notarial Seal, this 5<sup>th</sup> day of March, 1896.

John F. Lawrence (Seal)

(L.S.)

Notary Public

Received for Record, March 5<sup>th</sup> 1896 at 2 o'clk. P.M.

Eli J. Jamison, R.M. Co.

Agreement or Contract

between

Adelheid Schmoll et al and Chas H. Brownell

This Agreement made this 31<sup>st</sup>

day of December 1895 between Adelheid Schmoll, John A. Schmoll and John C. Schmoll of the first part and Charles H. Brownell of the second part witnesses: That whereas the said party of the first part are the owners and in possession of the following described real estate situated in the City of Cere, in Miami County, in the State of Indiana, to-wit:

Lot No One (1) in Shields Subdivision of Lots One Hundred and Seventy two (172) and one hundred and Seventy three (173) in the Original Plat of said City.

And the said party of the second part is the owner of Lot No two (2) in said Shields Subdivision, being adjacent and contiguous to the said Lot No One (1) belonging to the first party hereto, and whereas the said first party has erected a four story brick building on said lot one (1) and said second party has erected a three story brick, stone front building on said lot two (2), and have placed the wall dividing their said buildings on the line dividing their said real estate, one half on the ground of each, and have made the basement part of said wall of stone 2 1/2 inches in thickness at top with proper increase in width toward bottom and with adequate footing courses, and the brick portion

thereof 17 inches in thickness, which wall, it is hereby agreed, shall be the division wall between said premises, with right to each to use, as now built and used with the right to sink the joists of such buildings into said wall four inches and no further.

It is further agreed that should either of said parties or their assigns wish at any time, to add another story or stories to either of said buildings, such party may build on such division wall at the expense of such party a sufficient height above its present height to support such additional story or stories, said additional wall to be of good brick, well laid in mortar not less than 13 inches in thickness with right to sink joists therein not more than four inches; and in case the other party shall thereafter wish to add another story or stories to his said building he may use such additional wall so built as aforesaid, for such purpose, and shall pay to the party who built the same the value of such additional wall so used, at the time such use is so made thereof, which value shall be determined as follows, provided the parties shall not be able to agree as to said value, each party, his heirs or assigns, shall appoint a disinterested person, who shall appraise the value of said wall at that time, and in case they shall disagree, said two persons shall choose a third party as arbiter.

Each party shall keep his side of the said division wall in good condition at his own expense, and in case any additional wall be built, the party making use of the same shall keep all of it in good condition at his own expense until the other party shall use the same, when each party shall keep in repair his own side thereof.

In case of the destruction of said buildings or either of them, by fire or casualty, and in order to support either or both buildings it shall be necessary to rebuild said wall, and the owners of either of said buildings shall not desire to rebuild his



building at that time, either party may rebuild said wall at his own expense, of the same dimensions with equally good material and in equally good manner as the same is now constructed, with the same right to use for support and to sink joists therein not more than four inches, as now exists, and shall keep the same in good repair except as herein after provided. At any time thereafter the other party should he desire to build may use said division wall on payment to the party building the same the one half the value thereof at that time, to be ascertained in the manner hereinbefore provided for ascertaining the value of additions to said wall. And from that time each party shall keep his own side of said wall in good repair from the bottom of the cellar to the point where joint use ceases. And in case of the destruction and rebuilding of said wall, the provisions regarding the additions to the same hereinbefore set out shall apply to said rebuilt wall.

No covenant herein contained shall be personally binding on any person or persons, except in respect to breaches committed during his or their lifetime of or title to said estates, but the covenants herein shall run with the land, and the parties hereto do hereby interchangeably grant and convey to each other in fee the rights and privileges above named, so far as necessary or proper to carry out the intention of the foregoing agreements.

In Witness Whereof the said parties have hereunto set their names and seals the day and year first above mentioned.

Executed in duplicate. Charles H. Brownell  
 Alfred T. Fuell  
 J. A. Schmoll  
 J. B. Schmoll

State of Indiana, Miami County, ss.

Personally appeared before me Holl N. Antrim a Notary Public in and for said County, and State, Adelheid Schmoll, John A. Schmoll, John B. Schmoll

Charles H. Brownell, who acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

Witness my hand and Notarial seal this 3<sup>rd</sup> day of March 1896.

Wm. H. Antun

(L.S.)

Notary Public

Received for Record, March 5<sup>th</sup> 1896 at 3 o'clk P.M.

Eli J. Jamison, R.M.S.

Richard T. Skinner }  
to }  
George H. Shireman } This Indenture Witness-  
eth, That Richard C.  
Skinner and Elizabeth  
A. Skinner his wife of  
Miami County, in the State of Indiana, convey and  
warrant to George H. Shireman of Miami County,  
in the State of Indiana for the sum of Eighteen  
Hundred - 1800 - Dollars the following Real Es-  
tate, in Miami County, in the State of Indiana,  
to-wit:

Lot Number Four (4) in No. 1299 addition  
to the town of Denver as the same is laid out and  
recorded in the Recorder's office of said County  
excepting two acres off of the west side thereof  
as follows, One (1) acre deeded to Emma E. Olds  
on the sixth day of August 1881 and one acre deeded  
to Frances Leffel on the sixth day of August 1881.  
The land herein conveyed being five (5) acres and  
 $\frac{4}{100}$  acres.

In Witness Whereof, The said Richard C.  
Skinner and Elizabeth A. Skinner his wife have  
hereunto set their hands and seals this Third day  
of March 1896.

Richard C. Skinner (Seal)

Elizabeth A. Skinner (Seal)

State of Indiana, }  
Miami County, } ss:

Before me Edward L. Miller  
a Notary Public in and for said County and State,  
this Third day of March 1896, Richard C. Skinner

1229

## Quit-Claim Deed

Lucia E. Ayers & Husband,  
to  
Augusta E. Brownell

) This indenture witnesseth that Lucia E. Ayers and John A. Ayers her  
) husband of Morgan County in the State of Illinois, convey and quit-  
) claim to Augusta E. Brownell of Miami County in the State of  
) Indiana, for and in consideration of the sum of One dollar (\$1.00)  
the receipt of which is hereby acknowledged the following described  
real estate in Miami County in the State of Indiana, to-wit:

A part of Francis Godfrey's reserve No. twelve (12) in township twenty seven (27) north of range four (4) east, bounded as follows, to-wit: Commencing at a point on the east line of said reserve at an Iron stake on the north bank of the Wabash and Erie Canal about ten (10) feet from the water line; thence north on the east line of said reserve six (6) chains and thirty eight and one half ( $38\frac{1}{2}$ ) links to a point in the center of the State Road; thence south ten degrees ( $10^{\circ}$ ) west four (4) chains and sixty and one half ( $60\frac{1}{2}$ ) links to a point in the center of said road; thence south fifty one and one half ( $51\frac{1}{2}$ ) links to a point thence east thirty five and one half ( $35\frac{1}{2}$ ) links to a point; thence south one (1) chain and thirty two and one half ( $32\frac{1}{2}$ ) links to a point on the south bank of said Canal thence east along said Canal Bank forty five and one half ( $45\frac{1}{2}$ ) links to the place of beginning, containing twenty eight hundredths (.28) of an acre more or less.

Also the fraction south of the Wabash and Erie Canal of Section twenty six (26) in township twenty seven (27) north of range four (4) east, containing thirty nine and ten hundredths (.3910) acres more or less.

Also lots numbered two hundred thirty (230) two hundred thirty one (231) two hundred thirty two (232) and two hundred thirty three (233) in the six chain reserve in township twenty seven (27) north of range four (4) east, except the following described part of said lot number two hundred thirty (230) to-wit: Commencing at an iron bar standing on the north line of said Canal Lot where the north and south open line of section twenty three (23) in said township and range, if produced south would strike said lot, at a point six and forty four hundredths (6.44) chains south of a stone marked thus X at the intersection of said open line with the center of the Peru and Paw Paw gravel road said stone being twelve and eleven hundredths (12.11) chains south of the southeast corner of the southwest quarter of said section twenty three (23) thence north eighty four degrees ( $84^{\circ}$ ) thirty minutes ( $30'$ ) east ninety three (93) links to an iron bar at the northeast corner of said lot number two hundred thirty (230) thence south five degrees ( $5^{\circ}$ ) thirty minutes ( $30'$ ) east four and ninety four hundredths (4.94) chains to the west bank of the Wabash and Erie Canal thence south eighty four degrees ( $84^{\circ}$ ) thirty minutes ( $30'$ ) west one and forty hundredths (1.40) chains to a point on the west bank of said Canal thence north four and ninety five and one half hundredths ( $4.95\frac{1}{2}$ ) chains to the place of beginning, containing in said exception fifty seven hundredths (.57) of an acre more or less; said lots numbered two hundred thirty one (231) two hundred thirty two (232) and two hundred thirty three (233) each containing two (2) acres and that portion of said lot number two hundred thirty (230) hereby conveyed containing one and forty three hundredths (1.43) acres more or less.

Also a portion of the northwest quarter of section twenty six (26) and a part of the southwest quarter of section twenty three (23) all in township twenty seven (27) north, range four (4) east and bounded and described as follows, to-wit: Commencing at a point on the south line of the right of way of the Toledo Wabash & Western Railway now the Wabash Railway Company south seventy two degrees (72°) twelve minutes (12') west two and thirty three hundredths (2.33) chains from the intersection of said south line of said right of way with the north and south center line of said section twenty three (23) and running thence south thirteen and thirty six hundredths (13.36) chains to the center of the Peru and Paw Paw gravel road; thence north eighty one degrees (81°) east two and twenty four hundredths (2.24) chains to a stone marked thus X on the north and south open line of said section twenty six (26) thence south on said open line to the north line of the six chain reserve thence westwardly along said north line of said six chain reserve to the west line of said fractional section twenty six (26) thence north on said west line to said south line of said right of way of the Toledo Wabash and Western Railway; thence north seventy two degrees (72°) twelve minutes (12') east along said south line of said right of way to the place of beginning and containing twenty seven and seventy seven hundredths (27.77) acres more or less.

It is the purpose and intention of the grantors by the conveyance of the lands hereinabove described to convey to the grantee all of their right title and interest in any and all real estate in said sections twenty three (23) and twenty four (24) and in the six chain reserve aforesaid.

Also lots numbered two three (3) and four (4) in John Shield's subdivision of lot a one hundred seventy two (172) and one hundred seventy three (173) in the Original Plat Of the city of Peru.

The grantor Lucia E. Ayers hereby reserves for herself her heirs, devisees grantees and assigns the right to use the stairway and second floor hall in the three story brick and stone business buildings situated on the three lots last described together with the overhead bridge connecting the same with the second floor of the office building situated on the west part of said lot number one hundred seventy three (173) as a means of ingress and egress from Broadway Street to and from the second floor of said office building said overhead bridge however to be maintained by said grantor Lucia E. Ayers at her sole expense.

This deed is executed to effect partition.

In witness whereof the said Lucia E. Ayers and John A. Ayers her husband have hereunto set their hands and seals this 29 day of January 1925.

Lucia E. Ayers (seal)

John A. Ayers (seal)

State of Illinois, County of Morgan as:

Before me, the undersigned a notary public in and for said county and state personally appeared the within named Lucia E. Ayers and John A. Ayers her husband and acknowledged the execution of the foregoing deed this 29 day of January 1925.

Witness my hand and notarial seal.

H.C.Clement (seal)

My commission expires Jany. 31, 1926

Notary Public

Received for record the 31st day of January 1925 at 2:45 o'clock.....P.M.

S.D.Goldren R.M.Co.

Warranty Deed

1235

This indenture witnesseth that H.W.Hartley trustee of a specific trust of Miami County in the State of Ind., convey and warrant to Edward Grossman & W. Ind., for and in consideration of One ---no/100 dollars the receipt whereof is hereby acknowledged the following described real estate in Miami County in the State of Indiana, to-wit:

Lot No. 5 in Godfrey add. to the city of Peru.

In witness whereof the said H.W.Hartley trustee of a specific trust has hereunto set his hand and seal this 2 day of Feb. 1925.

H.W.Hartley, Trustee (seal)

of a specific trust.

State of Indiana, Miami County ss:

Before me, the undersigned a notary public in and for said County and State this 2 day of Feb. A.D. 1925 personally appeared the within named H.W.Hartley, trustee of a specific trust grantor in the above conveyance and acknowledged the same to be his 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.

Hal C.Phelps (seal)

Notary Public

My commission expires Feb. 13, 1925

Received for record the 2nd day of February 1925 at 1:30 o'clock.....P.M.

S.D.Goldren R.M.Co.

Quit Claim Deed

1242

This indenture witnesseth that Louann Jefferson and Charles Jefferson husband and wife of Miami County in the State of Indiana, convey and quit-claim all their right, title and interest in and to the real estate hereinafter described to Walter H.Nisbet, Samuel O.Nisbet & Clinton D.Nisbet of Miami County in the State of Indiana, for and in consideration of eight hundred & seventy (\$870.00) dollars the following described real estate in Miami County State of Indiana, to-wit:

Thirty (30) acres off of the north end of the west one half of the northwest quarter of section number fourteen (14) in township twenty seven (27) north, range four (4) east.

A portion of that part of the east half of the southeast quarter of section 10 township 27 north range 4 east, bounded and described as follows: Commencing at the northwest corner of said tract of land set apart to one Levi Olinger in a partition suit in the year 1863 in the Common Pleas Court and recorded in Record "P" page 374-5 of the land records of the County Recorder's office and running thence east 15 rods to a point thence south one rod;

CITY OF PERU, INDIANA

ORDINANCE NUMBER 6, 1989

INDEXED

32556

Recorded this 22 day of

Jan, 1989 at 2:15 P M

AN ORDINANCE TO VACATE A PUBLIC ALLEY

Grenda Weaver  
Recorder Miami County

That whereas, a Petition for Vacation of a Public Alley Executed by the owners of land abutting such Alley has been filed, and after Notice and Public Hearing the City of Peru Plan Commission has given its Approval; That Notice of such Hearing and the time and place of Hearing by the Common Council has been duly published and given as required by Statute.

NOW THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF PERU:

Section 1. That the following described Public Alley be and is hereby Vacated; An Alley ten (10) feet in width in John Shield's Subdivision of Lot #173 Original Plat to the City of Peru, Miami County, Indiana. Running North and South between West Fifth (5th) Street and the East/West Alley in the Block bordered by North Broadway and North Miami. The Alley abuts Lot #173 on the West and Lots #1, #2, #3, #4, #5, and #6 on the East in Shield's Subdivision to the City of Peru.

Section 2. That such Vacation reserves to the City of Peru Utilities, Northern Indiana Public Service Company and Indiana Bell Telephone Company, Inc. A Right-A-Way and Easement over the entire Vacated Alley for use and maintenance of Utility Services.

PASSED AND ENACTED BY THE COMMON COUNCIL THIS 6th.

DAY OF March, 1989.

XXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

Richard Blair  
RICHARD BLAIR  
MAYOR OF PERU, INDIANA

ATTEST

Mary Lynn Black  
MARY LYNN BLACK  
CITY CLERK TREASURER

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STATE OF INDIANA  
COUNTY OF MIAMI

SS:

PETITION FOR VACATION OF PUBLIC ALLEY

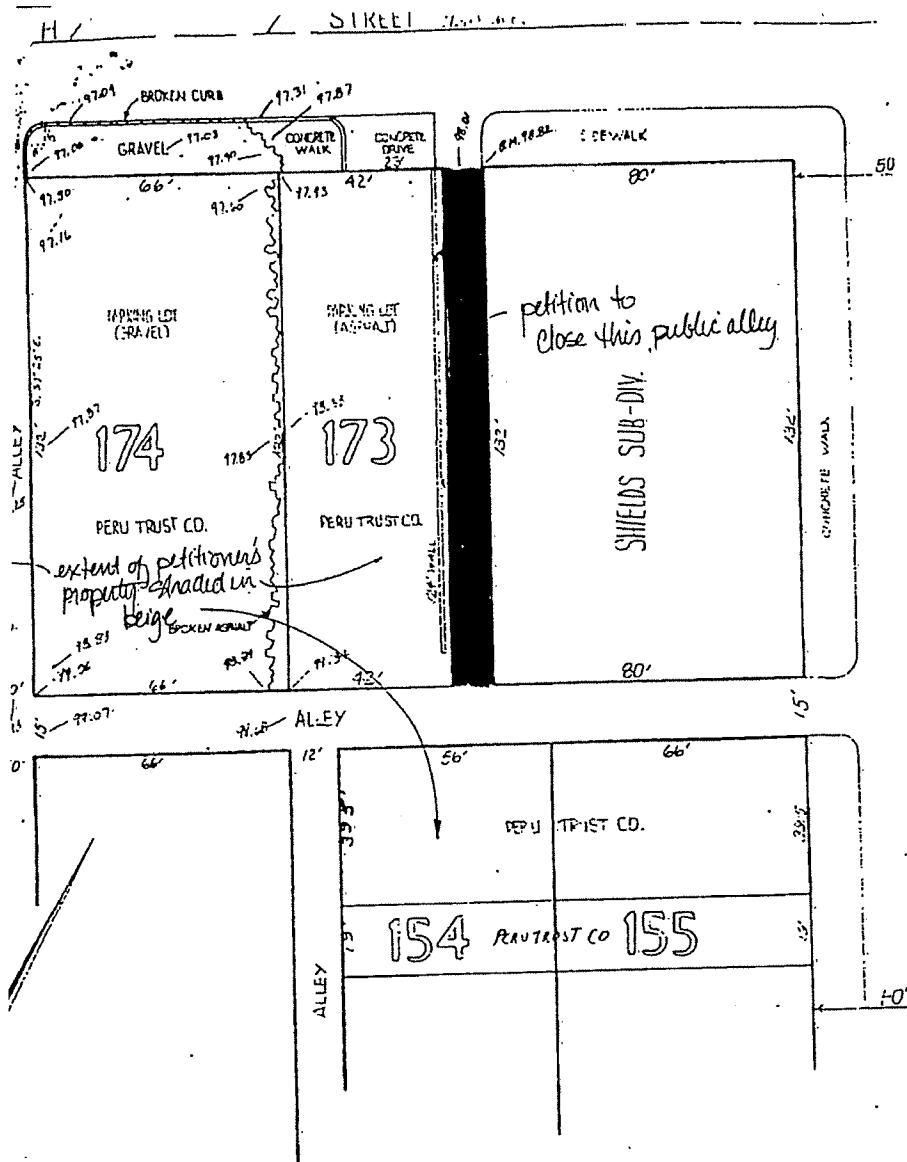
TO: Common Council of the City of Peru, Peru plan Commission,  
and any and all persons interested in said Alley;

1. That there exists a Platted Alley ten (10) feet in Width in the John Shield's Subdivision of Lot #173 Orinial Plat to the City of Peru, Miami County, Indiana.

Petition to close the Northern Portion of the ten (10) Foot alley that runs North/South in the block bordered by West Fifth Street, North Broadway, West Main and North Miami. The portion Petitioned to be closed is between the East/West Public Alley Way, North to West Fifth Street. Petition requests that the Public Alley be split equally between adjacent owners on both sides. Alley is 132 Foot long by 10 Foot wide.

2. That the Petitioners own all the property on the West Side of the Alley proposed to be Vacated.
3. That such Alley cannot be used for traffic due to the encroachment of property owners on the East Side of the property. The proposed Vacation will not deprive any Real Estate of Ingress or Egress, that the proposed Vacation will not deprive the Public's Access to Public Property, that such proposed Vacation is for the Public Good.
4. That the City of Peru Utilities may have some rights for use and maintenance of electric transmission lines and appurtenances and any Vacation should adequately protect these Easements Rights.

*Stuart E. Frushour*  
STUART FRUSHOUR  
PERU CITY PLAN COMMISSION  
PRESIDENT



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RICHARD DUBIN  
MAYOR OF PERU, INDIANA.

ATTEST

*Mary Lynn Black*  
MARYLYNN BLACK  
CITY CLERK TREASURER

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