

Transaction Identification Data for reference only:

Issuing Agent: Doma Insurance Agency of Indiana, LLC
Issuing Office: 236 Frontage Road, Columbia City, IN 46725
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 15701-21-05806-IN
Issuing Office File No.: 15701-21-05806-IN
Property Address: 7455 N 350 W, Columbia City, IN 46725

SCHEDULE A

1. Commitment Date: August 10, 2021 at 08:00 AM
2. Policy to be issued:
 - a. ALTA 2013 Homeowner's Policy of Title Insurance
Proposed Insured: To Be Determined
Proposed Policy Amount: \$0.00
 - b. ALTA Loan Policy of Title Insurance
Proposed Insured: , its successors and/or assigns as their respective interests may appear.
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

Estate of David R. Waggoner A/K/A David Roy Waggoner (deceased)
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Authorized Countersignature:



By: Laura Ormsby
North American Title Company

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**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. 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.
6. Pay the agreed amount for the estate or interest to be insured.
7. Pay the premiums, fees, and charges for the Policy to the Company.
8. 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.
9. The Unsupervised, Intestate Estate of David Ray Waggoner pends in the Circuit Court of Whitley County, Under Estate Number 92C01-2105-EU-000035. The Personal Representative is Simone M. Waggonr.

A. PERSONAL REPRESENTATIVES Deed from Simone M. Waggonr, as Personal Representative of the Unsupervised Estate of David Ray Waggoner, deceased to Purchaser, prepared and executed in accordance with the requirements contained in this commitment.

B. We require that the conveyance from the personal representative of the Estate to Purchaser recite that it is being executed by virtue of his power under Indiana law dealing with the Unsupervised Estate.

C. In the event the subject real estate is not sold during the course of administration of the estate, then a judgment search must be made versus the legal heirs of said decedent.

D. In the event the land is not sold by the personal representative as required above, exception will be made to debts, claims, death taxes, costs of administration and any proceedings had during the course of administration of the estate.

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10. Vendors Affidavit satisfactory to Company and to the underwriter to be furnished.
11. Mortgage executed by proposed Mortgagor to the proposed insured lender.
12. Current Delinquent taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
13. Mortgagors Affidavit(s) to be furnished.
14. A search and examination of the insured real estate reveals no open and unpaid mortgage on this land. Due to underwriter requirements, we require the execution of a specific affidavit of the current owners, confirming that there is no mortgage on the land at the present time, in recordable form.
15. Payment and Release of Lien filed against David R. Waggoner in favor of Tri-Lakes Regional Sewer District in the amount of \$306.74 recorded on July 26, 2021 as Instrument No. 2021070474 in the Whitley County, Indiana Records.
16. NOTE: A 36 month chain of title was done and we find the following:

Quit Claim Deed from Ron Wigge to David R. Waggoner, dated August 6, 2015, recorded August 6, 2015, as Instrument No. 2015080103 in the office of the Recorder of Whitley County, Indiana.

Quit Claim Deed from David R. Waggoner to Ron Wigge, dated October 19, 2004, recorded October 21, 2004, as Instrument No. 2004100441 in the office of the Recorder of Whitley County, Indiana.
17. NOTE: If an insured closing is completed by North American Title Insurance Company Short Form Policy/Policies will be issued at the time of closing.
18. NOTE: If North American Title Insurance 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.

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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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. 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.
3. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
4. Rights or claims of parties in possession not shown by the public records.
5. Easements, or claims of easements, not shown by the public records.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
7. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Taxes or special assessments which are not shown as existing liens by the public records.

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9. Property Taxes are as follows:
Tax Year: 2020
Due and Payable: 2021
May installment amount \$174.45
Status: Delinquent
November installment amount \$174.45
Status: Unpaid
Name of Taxpayer: Waggoner, David R
Land \$15,000.00
Improvements: \$54,400.00
Exemptions: Homestead \$37,380.00
Exemptions: Homestead - Supplemental \$8,722.00
Taxing Unit: (005) Etna Troy Township
Tax Identification No.:
State Parcel No: 92-01-35-202-004.001-005
Description: LOT 4 1A ELSIE WARDS SUBDIVISION
10. Special Assessment as set forth below:

Type of Assessment: 310-Whitley CO Solid Waste
May Installment: \$53.00, Delinquent

Type of Assessment: Sewer Liens
May Installment: \$326.44, Penalty: \$20.00, Delinquent
All future assessments are not yet due and payable.

Taxes for 2021 payable in 2022 are a lien, but not yet due and payable.
Taxes for 2022 due and payable in 2023 are a lien, but not yet due and payable and taxes for all subsequent installments, which are not yet a lien.
11. Added improvements in place as of January 1, 2021 are subject to assessment which could increase the tax amounts due in January 1, 2022, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
12. The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.
13. 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.

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14. Covenants, conditions, restrictions, terms, provisions, easements and set-back lines and any amendments thereto as shown on the recorded plat of subdivision recorded as plat instrument no. 1979050229, in the Office of the Recorder of Whitley County, Indiana.
15. Sanitary Sewer Easement to Tri-Lakes Regional Sewer District recorded November 30, 1999 in Instrument No. 99-11-1128 of the Whitley County Records. Elsie Ward SD - Includes other land.
16. Sanitary Sewer Easement to Tri-Lakes Regional Sewer District recorded April 27, 2000 in Instrument No. 00-4-485 of the Whitley County Records. Includes other land.
17. Grants, exceptions, or reservations of minerals or mineral rights, if any, appearing in the public records.
18. Municipal assessments, if any, assessed against the land.
19. Rights of the public, the State of Indiana, the County of Whitley and the municipality in and to that part of the land taken or used for road purposes.
20. Rights of way for drainage tiles, feeders and laterals, if any.
21. 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.
22. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

NOTE: Any exception contained herein omits any covenant or restriction, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
23. NOTE: North American Title Insurance Company has not conducted a state court judgment search against the purchaser, as any state court judgment against the purchaser is subordinate to the insured mortgage herein pursuant to Indiana Code 32-29-1-4 which states: PURCHASE MONEY MORTGAGE Sec. 4. A Mortgage granted by a purchaser to secure purchase money has priority over a prior judgment against the Purchaser.
24. NOTE: Judgment search has been made against David R. Waggoner for ten years last past. (SEE PREVIOUS PAGE).

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SCHEDULE C

The Land is described as follows:

Lot 4 in Elsie Ward's Subdivision, as recorded as plat instrument no. 79-5-229 in the office of the Recorder of Whitley County, Indiana.

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THE PLAT OF ELSIE WARD'S SUBDIVISION

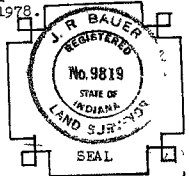
OF A PART OF FRACTIONAL LOT #1
IN SECTION 35-T33N-R8E IN
WHITLEY COUNTY, INDIANA

CERTIFICATE OF SURVEY

I J.R. Bauer, do hereby certify that I am a Professional Civil Engineer and Registered Land Surveyor, Licensed in compliance with the Laws of the State of Indiana; that to the best of my Knowledge and believe, this plat represents a true and accurate survey completed by me on the 3rd day of October, 1978.

IN WITNESS WHEREOF:
I have set my hand and official
Seal this 3rd day of October, 1978.

SIGNED: *J.R. Bauer*
State of Indiana
Reg. Civil Eng'r. No. 7813
Reg. Land Surveyor No. 9819



DEED OF DEDICATION

DESCRIPTION: All that part of Fractional Lot #1 in Section 35-T33N-R8E, (the same being the Fractional NE 1/4 of the SE 1/4 of the said section) which lies west of the center line of the public road running northerly and southerly through the said lot, containing 24.88 acres, more or less, and subject to all lawful public roads and drains.

We, the undersigned owners of all of the above described real estate, each owning the following portions thereof:

1. Elsie M. Ward: Lot #1 and that part of Lot #5 lying on the southerly side of the center line of the legal open drain which runs through the said Lot #5, and that part of Lot #9 which lies west of the dotted line which runs northerly and southerly through the said lot.
2. John W. and Mary C. Phillips: Lot #2.
3. Howard E. and Amelia M. Jacquay: Lot #3.
4. Dwight E. and E. Joan Brown: Lot #4 and Lot #6.
5. Leonard W. and Thelma Payton: That part of Lot #5 lying on the northerly side of the center line of legal open drain which runs through a portion of the said lot.
6. Samuel S. and Joan D. Lipscomb: Lot #7.
7. Charles W. and Bessie Geiger: Lot #8.
8. William David and Pamela Sue Baxter: that part of Lot #9 which lies on the easterly side of the dotted line which is shown to run northerly and southerly through the said lot.

Do hereby subdivide and plat the same into lots as shown on the within plat, subject to the easements, drainage and existing public roads shown on the said plat, on this 6th day of April, 1979.

Elsie M. Ward
Elsie M. Ward

<i>John W. Phillips</i> John W. Phillips	<i>Howard E. Jacquay</i> Howard E. Jacquay
<i>Mary C. Phillips</i> Mary C. Phillips	<i>Amelia M. Jacquay</i> Amelia M. Jacquay
<i>Dwight E. Brown</i> Dwight E. Brown	<i>Leonard W. Payton</i> Leonard W. Payton
<i>E. Joan Brown</i> E. Joan Brown	<i>Thelma Payton</i> Thelma Payton
<i>Samuel S. Lipscomb</i> Samuel S. Lipscomb	<i>Joan D. Lipscomb</i> Joan D. Lipscomb
<i>Charles W. Geiger</i> Charles W. Geiger	<i>Bessie Geiger</i> Bessie Geiger
<i>William David Baxter</i> William David Baxter	<i>Pamela Sue Baxter</i> Pamela Sue Baxter

STATE OF INDIANA
WHITLEY COUNTY, SS:
Personally before me, the undersigned Notary Public, appeared the above signed subdividers, who acknowledge the due and voluntary execution of the within plat for the uses and purposes stated therein.
My Commission Expires 12-5-1980
Norm D. Warnock
Notary Public
Resident of Whitley county.

CERTIFICATE OF APPROVAL BY THE WHITLEY COUNTY PLAN COMMISSION

This Plat has been given approval by the Whitley County Plan Commission at a meeting held this 16th day of May, 1979.

SIGNED: *R. M. Miller*
Planning Director

Approved and Accepted By the Board of Commissioners of Whitley County this 21st day of May, 1979.

Comm. S. H. H. (President)
Paul Taulbee
Paul H. H.
Members, Board of Commissioners of Whitley County, Ind.

DULY ENTERED
FOR TAXATION
MAY 22 1979

Phyllis Barney
AUDITOR WHITLEY COUNTY

RECEIVED
79-5-229
Whitley County Recorder

RECEIVED FOR RECORD

99 NOV 30 PM 12:14

CONNIE H. TEGHMEYER
WHITLEY COUNTY RECORDER

99-11-1128

**GRANT OF TEMPORARY AND PERMANENT
SANITARY SEWER UTILITY EASEMENT**

The undersigned, M. C. Wheeler & Sons Inc.
of Whitley County, State of Indiana, hereby convey, grant and assign to Tri-Lakes Regional Sewer District an easement and right-of-way to install, maintain, repair and alter a sanitary sewer in, upon, across and under a strip of land twenty-five (25) feet in width, fifteen (15) feet on the residence side of the main sewer line and ten (10) feet on the opposite side of the main sewer line as located on the construction plans and specifications prepared by Philip L. Schnelker, Inc., dated December 22, 1998, on file in the office of the clerk of the Tri-Lakes Regional Sewer District, said twenty-five (25) feet strip located within the following described real estate located in Whitley County, Indiana, to-wit:

17.59A Elsie Ward Sub-Division

.97A Elsie Ward Sub-Division

FOLLOWING COMPLETION OF CONSTRUCTION AND SITE RESTORATION OF SUCH SEWER LINE, THIS EASEMENT SHALL BECOME PERMANENT, AND REDUCED TO FOURTEEN (14) FEET IN WIDTH CENTERED ON THE MAIN SEWER LINE.

The undersigned do also convey, grant and assign to said Tri-Lakes Regional Sewer District, and its employees and agents, the right of access across the above-described real estate as may be necessary for the sole purposes of the construction, maintenance and repair of such sanitary sewer.

This grant of easement is subject to the following restrictions and limitations:

1. The Grantee, Tri-Lakes Regional Sewer District, shall not damage or destroy any permanent improvements located at the time of the execution of this document, upon the undersigned's remaining real estate, including within such easement strip;
2. Any nonpermanent improvement located upon the undersigned's real estate at the time of the execution of this document, including any such nonpermanent improvement within such easement strip, which must be removed or dismantled in the exercise of the rights conveyed herein, shall be restored by and at the expense of the Tri-Lakes Regional Sewer District.
3. The undersigned, or the successors in title to the above-described real estate may,

at any future date, have such fourteen (14) feet strip surveyed to obtain an exact description of same, with the cost of such survey to be the sole expense of the owner of said real estate, and the Tri-Lakes Regional Sewer District will reasonably cooperate with such owner in locating said main sewer line for such surveying purposes.

IN WITNESS WHEREOF, the undersigned have caused this document to be executed this 13th day of September 1999.

M.C. Wheeler & Sons Inc.
Sec.

Written Signature

HAROLD H. WHEELER
Printed Name

Printed Name

STATE OF INDIANA)
COUNTY OF Whitley)SS:

Before me, a Notary Public in and for said County and State, personally appeared HAROLD WHEELER, each over the age of eighteen (18) years, and executed the foregoing on the date above written.

JERRY L. RHODES
Jerry L. Rhodes
Notary Public
My Commission Expires: JUNE 27, 2001
My County of Residence: KOSCIUSKO

This instrument prepared by John W. Whiteleather, Jr., Attorney at Law, Atty. No. 1046-92

16
RECEIVED FOR RECORD

00 APR 27 AM 9:00

LINDA J GLASSLEY
Whitley County Recorder

00-4-485

GRANT OF TEMPORARY AND PERMANENT
SANITARY SEWER UTILITY EASEMENT

The undersigned, Dwight E. Brown & Joan Brown
of Whitley County, State of Indiana, hereby convey, grant and assign to Tri-Lakes Regional
Sewer District an easement and right-of-way to install, maintain, repair and alter a sanitary sewer
in, upon, across and under a strip of land twenty-five (25) feet in width, fifteen (15) feet on the
residence side of the main sewer line and ten (10) feet on the opposite side of the main sewer line
as located on the construction plans and specifications prepared by Philip L. Schmelter, Inc., dated
December 22, 1998, on file in the office of the clerk of the Tri-Lakes Regional Sewer District,
said twenty-five (25) feet strip located within the following described real estate located in
Whitley County, Indiana, to-wit:

Lots 2 & 4 Elsie Ward Sub-Division to Old Lake

FOLLOWING COMPLETION OF CONSTRUCTION AND SITE RESTORATION OF
SUCH SEWER LINE, THIS EASEMENT SHALL BECOME PERMANENT, AND
REDUCED TO FOURTEEN (14) FEET IN WIDTH CENTERED ON THE MAIN SEWER
LINE.

The undersigned do also convey, grant and assign to said Tri-Lakes Regional Sewer
District, and its employees and agents, the right of access across the above-described real estate
as may be necessary for the sole purposes of the construction, maintenance and repair of such
sanitary sewer.

This grant of easement is subject to the following restrictions and limitations:

1. The Grantee, Tri-Lakes Regional Sewer District, shall not damage or destroy any
permanent improvements located at the time of the execution of this document,
upon the undersigned's remaining real estate, including within such easement strip;
2. Any nonpermanent improvement located upon the undersigned's real estate at the
time of the execution of this document, including any such nonpermanent
improvement within such easement strip, which must be removed or dismantled in
the exercise of the rights conveyed herein, shall be restored by and at the expense
of the Tri-Lakes Regional Sewer District.
3. The undersigned, or the successors in title to the above-described real estate may,

at any future date, have such fourteen (14) feet strip surveyed to obtain an exact description of same, with the cost of such survey to be the sole expense of the owner of said real estate, and the Tri-Lakes Regional Sewer District will reasonably cooperate with such owner in locating said main sewer line for such surveying purposes.

IN WITNESS WHEREOF, the undersigned have caused this document to be executed this 15 day of Whitley, ¹⁹⁹⁹₂₀₀₀

Dwight E. Brown
Written Signature

DWIGHT E. BROWN
Printed Name

E. Joan Brown
Written Signature

E. JOAN BROWN
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Whitley)

Before me, a Notary Public in and for said County and State, personally appeared Dwight E. + E. Joan Brown, each over the age of eighteen (18) years, and executed the foregoing on the date above written.

Christopher G. Gable
Notary Public
My Commission Expires: 12-25-2000
My County of Residence: Noble

