

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.: 15701-21-06028-IN
Issuing Office File No.: 15701-21-06028-IN
Property Address: 311 E Morsches Rd, Columbia City, IN 46725

SCHEDULE A

1. Commitment Date: September 30, 2021 at 08:00 AM
2. Policy to be issued:
 - a. ALTA 2013 Homeowner's Policy of Title Insurance
Proposed Insured: TBD
Proposed Policy Amount: \$0.00
 - b. ALTA Loan Policy of Title Insurance
Proposed Insured: TBD, 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:

John W. Igney and Diane S. Igney, his wife
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. Warranty Deed from John W. Igney and Diane S. Igney vesting fee simple title in TBD.
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 taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
13. Mortgagors Affidavit(s) to be furnished.
14. Payment and Release of Mortgage from John W. Igney and Diane S. Igney to Financial Bank in the amount of \$ dated April 9, 1997, recorded on April 10, 1997 as Instrument No. 97-4-193 of the Whitley County, Indiana Records, which has been modified as evidenced in Modification of Mortgage recorded May 20, 2003 in Instrument No. 2003050700.

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15. Payment and Release of Mortgage from Diane S. Igney and John W. Igney, wife and husband to JPMorgan Chase Bank, N.A. in the amount of \$ _____ dated October 24, 2014, recorded on November 5, 2014 as Instrument No. 2014110045 of the Whitley County, Indiana Records. NOTE: The mortgage set forth above is purported to be a "Credit Line" mortgage. It is a requirement that the Mortgagor of said mortgage provide written authorization to close said credit line account to the Lender when the mortgage is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this mortgage to the proposed mortgage to be recorded at closing.
16. NOTE: A 36 month chain of title was done and we find the following:
- Corporate Warranty Deed from Crooked Lake Development Company, Inc., an Indiana corporation to John W. Igney and Diane S. Igney, his wife, dated November 25, 2020, recorded March 23, 2021, as Instrument No. 2021030593 in the office of the Recorder of Whitley County, Indiana. (new parcel)
- Warranty Deed from Jack L. Stark to John W. Igney and Diane S. Igney, husband and wife, dated September 3, 1993, recorded March 23, 1994, as Instrument No. 94-3-339 in the office of the Recorder of Whitley County, Indiana. (M+B piece prior to plat)
- Warranty Deed from Keith A. Davison to John W. Igney and Diane S. Igney, husband and wife, dated August 27, 1992, recorded August 28, 1992, as instrument No. 92-8-581 in the office of the Recorder of Whitley County, Indiana. (lots from prior plat)
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 \$229.99
Status: Paid
November installment amount \$229.99
Status: Paid
Name of Taxpayer: Crooked Lake Development Company
Land \$27,200.00
Improvements: \$0.00
Exemptions: None
Taxing Unit: (011) Thorncreek Township
Tax Identification No.: 92-03-04-101-500.000-011
State Parcel No: 92-03-04-101-500.000-011
Description: Land to the waters edge Forest Park Addition to Crooked Lake
EX .56A (2.616A)
10. 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. Property Taxes are as follows:
Tax Year: 2020
Due and Payable: 2021
May installment amount \$1,562.90
Status: Paid
November installment amount \$1,562.90
Status: Paid
Name of Taxpayer: Igney, John W & Diane S
Land \$63,300.00
Improvements: \$272,800.00
Exemptions: Homestead \$45,000.00
Exemptions: Homestead - Supplemental \$101,885.00
Taxing Unit: (011) Thorncreek Township
Tax Identification No.: 92-03-04-101-054.900-011
State Parcel No: 92-03-04-101-054.900-011
Description: LOT 55 LOT 54 EX 21FT & 11FT BETWEEN LOTS 55 & 56 FOREST
PARK ADDITION TO CROOKED LAKE

New Tax Parcel No. will be 92-03-04-155-012.000-011

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12. Special Assessment as set forth below:

Type of Assessment: Whitley Co Sold Waste
May Installment: \$53.00, Paid
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.

13. Property Taxes are as follows:

Tax Year: 2020
Due and Payable: 2021
May installment amount \$246.06
Status: Paid
November installment amount \$246.06
Status: Paid
Name of Taxpayer: Igney, John W & Diane S
Land \$8,500.00
Improvements: \$20,600.00
Exemptions: None
Taxing Unit: (011) Thorncreek Township
Tax Identification No.: 92-03-04-000-110.900-011
State Parcel No: 92-03-04-000-110.900-011
Description: PT NE4 S4 T32 R9 .265A

New Tax Parcel No. will be 92-03-04-155-012.000-011

14. 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.

15. 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.

16. 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.

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17. 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.
18. Covenants, conditions, restrictions, terms, provisions, easements and set-back lines and any amendments thereto as shown on the recorded plat of subdivision recorded in Document Number 2021030582, in the Office of the Recorder of Whitley County, Indiana.
19. Permanent Sanitary Sewer Utility Easement to Tri-Lakes Regional Sewer District recorded June 22, 1992 in Instrument No. 92-6-544 of the Whitley County Records.
20. Non-Exclusive Ingress-Egress and Utility Easement Agreement to recorded August 25, 1992 in Instrument No. 92-8-502 of the Whitley County Records.
21. Municipal assessments, if any, assessed against the land.
22. 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.
23. Rights of way for drainage tiles, feeders and laterals, if any.
24. Riparian rights are neither guaranteed nor insured; riparian or littoral rights of others in and to the ditch, stream, or other body of water on, or through, the insured real estate described herein.
25. 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.
26. 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.
27. 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.

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28. NOTE: Judgment search has been made against John W. Igney and Diane S. Igney for ten years last past. (FIND NONE).

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The Land is described as follows:

Lot Number 12 in Crooked Lake Estates, being situated in the Plat of Forest Park Addition, and in the Northeast Quarter of Section 4, Township 32 North, Range 9 East, Whitley County, Indiana, recorded in Document Number 2021030582 in the records of Whitley County, Indiana.

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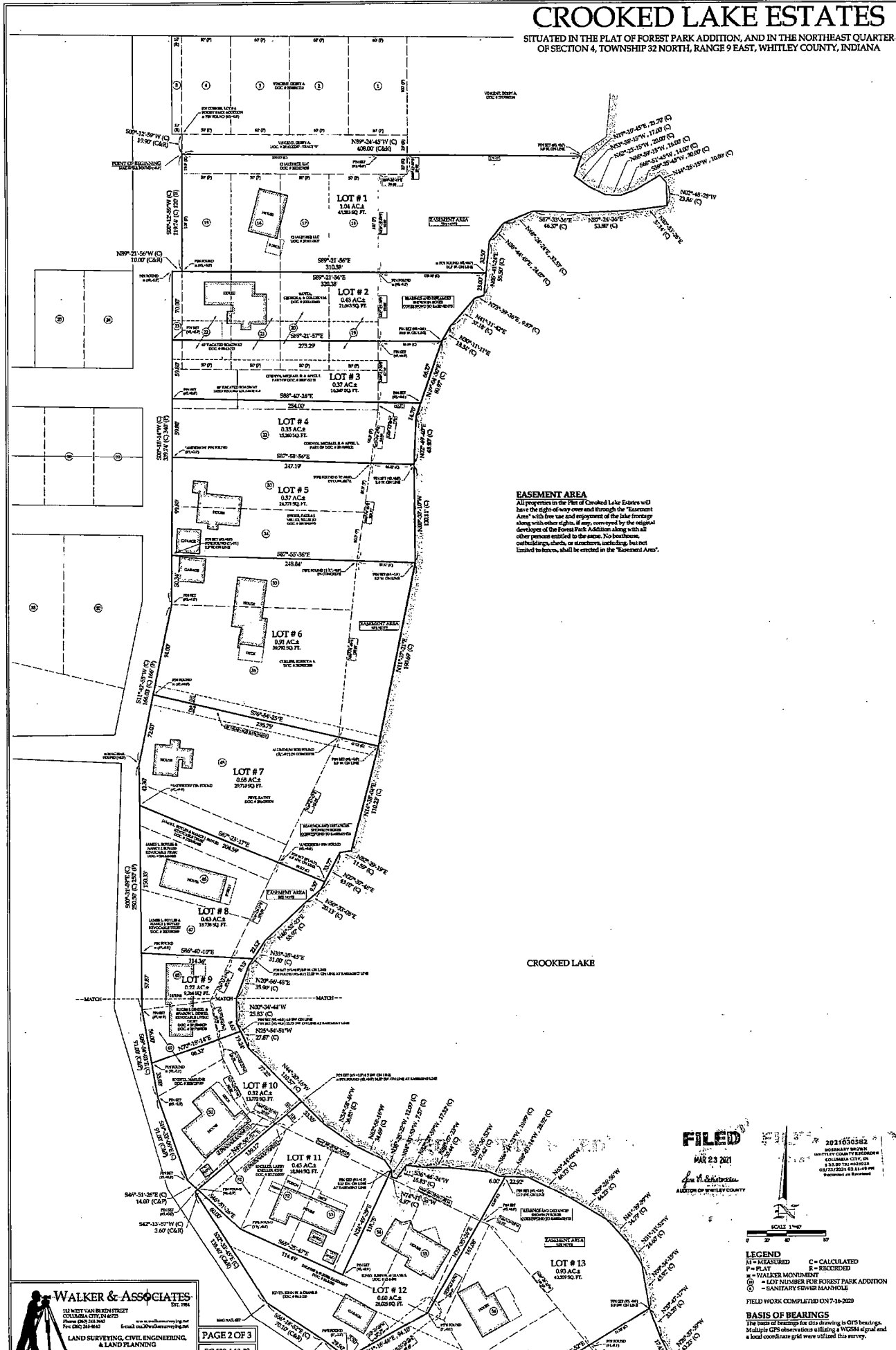
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CROOKED LAKE ESTATES

SITUATED IN THE PLAT OF FOREST PARK ADDITION, AND IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 32 NORTH, RANGE 9 EAST, WHITLEY COUNTY, INDIANA



CROOKED LAKE ESTATES

SITUATED IN THE PLAT OF FOREST PARK ADDITION, AND IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 32 NORTH, RANGE 9 EAST, WHITLEY COUNTY, INDIANA

CROOKED LAKE

EASEMENT AREA

All properties in the Plat of Crooked Lake Estates will have the right-of-way over and through the "Easement Area" with free use and enjoyment of the lake frontage along with other rights, if any, conveyed by the original developer of the Forest Park Addition along with all other persons entitled to the same. No bathhouse, outbuildings, sheds, or structures, including, but not limited to, fences, shall be erected in the "Easement Area".

2021030582
REGISTERED MAP
WHITLEY COUNTY RECORDS
COLUMBIANA, IN
\$30.00 (1st) \$10.00 (2nd)
\$10.00 (3rd) \$10.00 (4th)
Recorded as Required

FILED

MAR 23 2021

De M. B. B. B.

REGISTERED MAP

REGISTERED MAP

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DEED OF DEDICATION

We the undersigned, Crooked Lake Development Company, Inc. owners of the real estate shown and described herein by virtue of a certain deed recorded as Deed Record 72, Page 231, do hereby certify that we have laid off, platted and subdivided, and hereby lay off, plat and subdivide, said real estate in accordance with this plat.

This subdivision shall be known and designated as Crooked Lake Estates, a subdivision in Whitley County, Indiana. All rights-of-way of public roads, streets, and alleys shown and not heretofore dedicated, are hereby dedicated to the public. Front yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure, except as in conformance with the requirements of the Whitley County Zoning Ordinance.

A perpetual easement is hereby granted to any private or public utility or municipal department, their successors and assigns, within the area shown on the plat and marked "Utility Easement," to install, lay, construct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision or adjoining property with telecommunication, electric, gas, sewer, and water service as a part of the respective utility systems, and the right is hereby granted to enter upon the lots at all times for all of the purposes aforesaid.

The owners of land over which a Regulated Drain Easement right-of-way runs may use the land in any manner consistent with Indiana Code 36-9-27 and the proper operation of the drain. Permanent structures may not be placed on any right-of-way without the written consent of the Whitley County Drainage Board. Temporary structures may be placed upon or over the right-of-way without the written consent of the Board, but shall be removed immediately by the owner when so ordered by the Board or by the County Surveyor. Crops grown on a right-of way are at the risk of the owner, and if necessary, in the reconstruction or maintenance of the drain, may be damaged without liability on the part of the surveyor, the Board, or their representatives. Trees, shrubs, and woody vegetation may not be planted in the right-of-way without the written consent of the Board, and trees and shrubs may be removed by the surveyor, if necessary, to ensure the proper operation or maintenance of the drain.

Areas designated on the plat as "Drainage Easement" are hereby reserved to the County, or subsequent governmental authority, for the purpose of constructing, maintaining, operating, removing, and replacing stormwater drainage facilities, be it surface or subsurface, in accordance with plans and specifications approved by the Whitley County Engineer, or comparable agent of a subsequent governmental authority. No plantings, structures, fill, or other materials shall be placed in the Drainage Easements so as to impede the flow of storm water. Drainage Easements shall not be disturbed in a manner as to interfere with the flow of storm water and all grades shall be maintained as constructed. Responsibility for the maintenance of Drainage Easement stormwater facilities, including but not limited to periodic removal and disposal of accumulated particulate material and debris and mowing of common stormwater detention areas, shall remain with the owner or owners of property within the plat, and such responsibility shall pass to any successive owner.

The removal of any obstructions located in any Utility Easement or Drainage Easement by an authorized person or persons performing maintenance or other work authorized herein shall in no way obligate the person in damages or to restore the obstruction to its original form.

No owner of any Lot or any other parcel within this Plat shall at any time remonstrate against or attempt to cause the cessation of any farming operation, whether now existing or existing in the near future which interferes with the residential use of the Lot or tract owned by the person or the tract owned by the person or persons remonstrating. Any person accepting title to a Lot or tract within this Plat, acknowledges that general agricultural areas exist adjacent to or near this Plat, and that activities on such agricultural areas may result in normal farm interference such as noise, odor, dust, agricultural implement traffic, unusual hours, and other normal agricultural uses.

In addition to the Lots, Rights-of-way, Easements, and Building Lines dedicated on the face of this plat, the property is also subject to additional "Protective Covenants and Restrictions" that may be recorded together with this plat.

The foregoing covenants, or restrictions, are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants, or restrictions, shall be automatically renewed for successive periods of ten years unless amended through the Plan Commission. Invalidation of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the owners of the lots in this subdivision and to their heirs and assigns.

Witness our hands and seals this 25 day of November, 2020.

X Robert F. Morsches

Robert F. Morsches, President

X Jane Ann Langeloh

Jane Ann Langeloh, Secretary

X Jessica Baker

Witness JESSICA BAKER

State of Indiana)

County of Whitley)

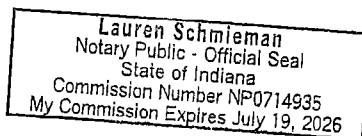
Before me, the undersigned Notary Public in and for said County and State, personally appeared Robert F. Morsches, President, and Jane Ann Langeloh, Secretary, Witness, and each separately and severally acknowledge the execution of the foregoing instrument as his or her voluntary act and deed, for the purposes therein expressed.

Witness my hand and notarial seal this 25 day of November, 2020.

Lauren Schmieman

Notary Public

My Commission Expires



DEED OF DEDICATION

We the undersigned, John W. Igney and Diane S. Igney, husband and wife, owners of the real estate shown and described herein by virtue of a certain deed recorded as Document Numbers 1992080581 and 1994030339, do hereby certify that we have laid off, platted and subdivided, and hereby lay off, plat and subdivide, said real estate in accordance with this plat.

This subdivision shall be known and designated as Crooked Lake Estates, a subdivision in Whitley County, Indiana. All rights-of-way of public roads, streets, and alleys shown and not heretofore dedicated, are hereby dedicated to the public. Front yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure, except as in conformance with the requirements of the Whitley County Zoning Ordinance.

A perpetual easement is hereby granted to any private or public utility or municipal department, their successors and assigns, within the area shown on the plat and marked "Utility Easement," to install, lay, construct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision or adjoining property with telecommunication, electric, gas, sewer, and water service as a part of the respective utility systems, and the right is hereby granted to enter upon the lots at all times for all of the purposes aforesaid.

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The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the owners of the lots in this subdivision and to their heirs and assigns.

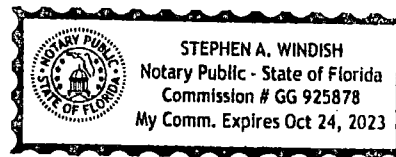
Witness our hands and seals this 18th day of Dec 2020.

John W. Igney
John W. Igney

Diane S. Igney
Diane S. Igney

Witness

Florida)
State of Indiana)
Polk)
County of Whitley)



Before me, the undersigned Notary Public in and for said County and State, personally appeared John W. Igney and Diane S. Igney, and Witness, and each separately and severally acknowledge the execution of the foregoing instrument as his or her voluntary act and deed, for the purposes therein expressed.

Witness my hand and notarial seal this 18th day of December 2020

[Signature]
Notary Public

10/24/2023
My Commission Expires

GRANT OF PERMANENT SANITARY SEWER UTILITY EASEMENT

The undersigned, Keith A. Davison 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 Phillip L. Schnelker, Inc., dated January 15, 1991, 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:

TRACT I: Lots 4 and 5, Crampton's Cedar Lake Addition.

TRACT II: Lot 54 except the West 21 feet and Lots 55, 56, 57 and 21 feet between Lots 55 and 56 in Forest Park Addition.

RECEIVED

For Record this 22 day of June 1992
at 2:10 o'clock P. M. and recorded

92-6-544
Emlyn E. Stemen
RECORDER WHITLEY COUNTY

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 twenty-five (25) 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 20 day of MAY, 1992.

Written Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF WHITLEY)

Keith A. Davison
Written Signature

Keith A. Davison
Printed Name

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

Linda Wilcox
Notary Public
My Commission Expires: Oct. 26, 1992
My County of Residence: Whitley

This instrument prepared by John W. Whiteleather, Jr., Attorney at Law.

RECEIVED

For Record this 25 day of Aug 1992
at 11:45 clock A.M. and recorded

92-8-502

Ernest E. Starnes

INGRESS-EGRESS AND UTILITY EASEMENT AGREEMENT RECORDER WHITLEY COUNTY

This Agreement made and entered into this 25 day of August, 1992 by and between Jean Germann, hereafter referred to as "GERMANN," Keith A. Davison, hereafter referred to as "DAVISON," and Jack L. Stark, hereafter referred to as "STARK,"

W I T N E S S E T H :

WHEREAS, Germann is the owner of the following described real estate located in Whitley County, Indiana, to wit:

Fractional part of the Northeast Quarter, except 1.16 acres, all being in Section 4, Township 32, Range 9, containing .43 acres, more or less,

hereafter referred to as "GERMANN PROPERTY"; and

WHEREAS, Davison is the owner of the following described real estate located in Whitley County, Indiana, to wit:

Lots 54 and 55 in Forest Park Addition to Crooked Lake, as recorded in Plat Book "A", page 11, in the records of the Recorder of Whitley County, Indiana,

hereafter referred to as "DAVISON PROPERTY"; and

WHEREAS, Stark is the owner of the following described real estate located in Whitley County, Indiana, to wit:

Lots 56 and 57 in Forest Park Addition to Crooked Lake, as recorded in Plat Book "A", page 11, in the records of the Recorder of Whitley County, Indiana,

hereafter referred to as "STARK PROPERTY"; and

WHEREAS, and for several years last past, Davison and his predecessors in title to the Davison Property and Jack L. Stark and his predecessors in title to the Stark Property, have used as a means of in-

gress and egress and for utility purposes to the Davison Property and Stark Property from the public road, the following described portion of the Germann Property, to-wit:

A part of the Northeast Quarter of Section 4, Township 32 North, Range 9 East, Whitley County, Indiana, more particularly described as follows, to wit:

Beginning at the Southwest corner of Lot 51 in Forest Park Addition to Crooked Lake, as recorded in Plat Book "A," page 11, of the records of the Recorder of Whitley County, Indiana; thence South 41 degrees 33 minutes West, on and along the Southwesterly projection of the Northwesterly line of said Lot 51, a distance of 3.6 feet to the point of intersection with the North right-of-way line of an existing roadway; thence South 33 degrees 28 minutes East, on and along said Northerly right-of-way line, a distance of 65.86 feet; thence South 60 degrees 15 minutes East, on and along a line being parallel to and 20.0 feet Southwesterly of the Southwesterly line of Lots 52, 53, 54 and 55 in said Forest Park Addition, a distance of 261.55 feet to a point on the Southwesterly line of Lot 56 in said Forest Park Addition; thence North 32 degrees 30 minutes West, on and along the Southwesterly line of said Lot 56, a distance of 36.0 feet to the most Westerly corner of said Lot 56; thence North 66 degrees 15 minutes West, on and along the Southwesterly line of aid Lots 55, 54, 53 and 52, a distance of 229.0 feet to the most Westerly corner of said Lot 52; thence North 47 degrees 42 minutes West, on and along the Southwesterly line of said Lot 51, a distance of 60.0 feet to the point of beginning, subject to all easements of record,

hereafter referred to as "EASEMENT TRACT;" and

WHEREAS, the parties desire to enter into this Agreement regarding the use of said easement for ingress and egress, as well as utility purposes, and cause the same to be recorded in the office of the Recorder of Whitley County, Indiana.

NOW, THEREFORE, in consideration of one dollar and other valuable consideration received by Germann, the receipt of which is hereby acknowledged, the parties do hereby agree:

1. Germann does hereby grant and convey to Davison and Stark an easement over and across the Easement Tract, hereinabove described, to be used solely for ingress, egress and utility purposes from the public road to the Davison and Stark Properties.

2. This easement shall be perpetual in nature for the benefit of Davison and any subsequent owners of the Davison Property and for the benefit of Stark and any subsequent owners of the Stark Property.

3. This easement shall be non-exclusive, meaning that Germann or her successors in interest to the Germann Property, or whomever else Germann or her successors in interest so designate, shall be entitled to the use and enjoyment of the foregoing described easement, without interfering with the ingress, egress and utility purposes granted to Davison and Stark and their successors, as contained herein.

4. Davison, Stark and their respective successors in title shall be responsible for the maintenance and repairs required upon and within said Easement Tract as a result of their use of same, and they shall be solely responsible for placing said easement in the same condition that it was prior to any construction and/or maintenance or repair, on a timely basis.

5. Davison, Stark and their respective successors in title shall hold Germann and her successors in title harmless from any and all claims for injuries or damages of whatsoever nature resulting from their use of said Easement Tract, and the placement of any driveway and/or utility within said Easement Tract, as well as the use of said Easement Tract by agents, employees, guests and invitees of Davison,

Stark and their respective successors in title.

6. This Agreement shall be binding upon the heirs, personal representatives, successors in title and assigns of the parties hereto.

Jean Germann
Jean Germann
"GERMANN"

Keith A. Davison
Keith A. Davison
"DAVISON"

Jack L. Stark
Jack L. Stark
"STARK"

STATE OF INDIANA)
COUNTY OF WHITLEY) SS:

Before me, a Notary Public in and for said County and State, personally appeared Jean Germann, Keith A. Davison and Jack L. Stark and executed the foregoing Ingress-Egress and Utility Easement Agreement this 25 day of August, 1992.

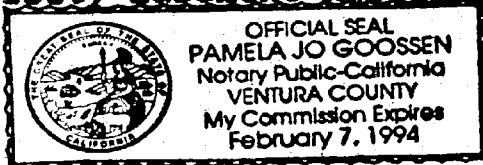
My Commission Expires 12-18-95
Resident of Whitley County

Laura A. Ormsby
Laura A. Ormsby



STATE OF CALIFORNIA)
COUNTY OF Ventura) SS:

Before me, a Notary Public in and for said County and State, personally appeared Jean Germann and executed the foregoing Ingress-Egress and Utility Easement Agreement this 13 day of August, 1992.



Pamela Jo Goossen

This instrument prepared by John W. Whiteleather, Jr., Attorney at Law