

Cover page for:

Preliminary Title Insurance Schedules with copies of recorded exceptions

Preliminary title insurance schedules prepared by:

Book Title Company, Inc.

(File Number: 2022-0024)

With respect to:

Auction Tracts 1 - 6 in Steuben County, Indiana:

Tract 1: Lots 1 & 1B *

Tract 4: Lots 4 & 4B *

Tract 2: Lots 2 & 2B *

Tract 5: Lots 8, 9 & 8B *

Tract 3: Lots 3 & 3B *

Tract 6: Lot 1504R** & Lot 9B *

* As shown on the recorded Plat of St. George by the Lake Estates, recorded in Plat Book 4, Pages 16, 16A and 16B in the Steuben County Recorder's Office.

** As shown on the Plat of Walden Woods Section IA, recorded in Plat Book 4, Pages 6, 7 & 8, in the Steuben County Recorder's Office.

For online auction to be concluded on May 17, 2022, as conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Dean G. Rummel and Brenda M. Rummel



CHICAGO TITLE
INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Book Title Company, Inc.
Issuing Office: 207 Hoosier Drive, Ste. 1, Angola, IN 46703
Issuing Office's ALTA® Registry ID: 1213076
Loan ID No.:
Commitment No.: 2022-0024-2
Issuing Office File No.: 2022-0024
Property Address: Lot 1504R Walden Woods &, Lots 1-4 & 1B-4B & Lots 8 & 9 & 8B & 9B, Orland, IN 46776

SCHEDULE A

1. Commitment Date: March 31, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy (06/17/06)
Proposed Insured: TBD
Proposed Policy Amount: \$0.00
 - (b) ALTA Loan Policy (06/17/06)
Proposed Insured: TBD
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

Dean G. Rummel and Brenda M. Rummel, husband and wife, to hold as tenants by the entireties (Walden Woods Lot 1504R)
Dean Rummel and Brenda Rummel, husband and wife, to hold as tenants by the entireties (St George By The Lake Estates Lots 1, 1B, 2, 2B, 3, 3B)
Dean Rummel and Brenda Rummel, husband and wife (St George By The Lake Estates Lots 4, 4B, 8, 8B, 9, 9B)
5. The Land is described as follows:

The following Real Estate in Steuben County in the State of Indiana:

Lot 1504R as shown on the recorded Plat Walden Woods Section 1A, recorded in Plat Book 4, Pages 6, 7 & 8, in the Office of the Recorder of Steuben County, Indiana.

Lots 1, 2, 3, 4, 8 and 9 as shown on the recorded Plat of St. George by the Lake Estate hereinafter referred to as "Residence Lots", recorded in Plat Book 4, Pages 16, 16A and 16B in the Office of the Recorder of Steuben County, Indiana.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by **Chicago Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE A

(Continued)

ALSO, Boats Lots 1B, 2B, 3B, 4B, 8B and 9B as shown on the recorded Plat of St. George by the Lake Estates, recorded in Plat Book 4, Pages 16, 16A and 16B in the Office of the Recorder of Steuben County, Indiana.

Date: April 14, 2022
Book Title Company, Inc.



Jennifer K. Book, President

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by **Chicago Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





CHICAGO TITLE
INSURANCE COMPANY

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.

Warranty Deed from Dean G. Rummel aka Dean Rummel and Brenda M. Rummel aka Brenda Rummel, husband and wife, to hold as tenants by the entireties to .

Mortgage from to , securing the principal amount of \$0.00.
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
6. **NOTE: 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 retractive 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.**
7. NOTE: 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 availability of accurate tax information.
8. 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 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, locate of easements, acreage or other matters shown thereon.
9. NOTE: Any exception contained herein omits any covenant or restrictions, if any, including but not limited

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by **Chicago Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B

(Continued)

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.

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 Record or is created, attaches, or is disclosed between the Commitment Date and the date in which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. 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.
5. 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.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. All assessments and taxes due in, and thereafter. Taxes for 2021, due and payable in the year 2022:

Parcel #76-04-35-210-505.000-007

Brief Legal Description: Walden Woods Lot 1504R

Land Value: \$16,000.00

Improvements: \$0.00

Exemptions: \$0.00

Millgrove Twp 1st Installment: \$79.09 - UNPAID

Millgrove Twp 2nd Installment: \$79.09 - UNPAID

Last Year 1st Installment: \$21.57 - UNPAID

LY 1st Installment Penalty: \$2.16 - UNPAID

Last Year 2nd Installment: \$21.57 - UNPAID

LY 2nd Installment Penalty: \$2.16 - UNPAID

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by **Chicago Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B

(Continued)

8. All assessments and taxes due in, and thereafter. Taxes for 2021, due and payable in the year 2022:

Parcel #76-04-35-220-101.000-007

Brief Legal Description: St George By the Lake Estate Lot 1

Land Value: \$6,000.00

Improvements: \$0.00

Exemptions: \$0.00

Millgrove Twp 1st Installment: \$29.67 - UNPAID

Millgrove Twp 2nd Installment: \$29.67 - UNPAID

Parcel #76-04-35-220-315.000-007

Brief Legal Description: St George By the Lake Estate Lot 1-B

Land Value: \$1,500.00

Improvements: \$0.00

Exemptions: \$0.00

Millgrove Twp 1st Installment: \$7.41 - UNPAID

Millgrove Twp 2nd Installment: \$7.41 - UNPAID

Parcel #76-04-35-220-102.000-007

Brief Legal Description: St George By the Lake Estate Lot 2

Land Value: \$6,400.00

Improvements: \$0.00

Exemptions: \$0.00

Millgrove Twp 1st Installment: \$31.64 - UNPAID

Millgrove Twp 2nd Installment: \$31.64 - UNPAID

Parcel #76-04-35-220-314.000-007

Brief Legal Description: St George By the Lake Estate Lot 2-B

Land Value: \$1,500.00

Improvements: \$0.00

Exemptions: \$0.00

Millgrove Twp 1st Installment: \$7.41 - UNPAID

Millgrove Twp 2nd Installment: \$7.41 - UNPAID

Parcel #76-04-35-220-103.000-007

Brief Legal Description: St George By the Lake Estate Lot 3

Land Value: \$6,800.00

Improvements: \$0.00

Exemptions: \$0.00

Millgrove Twp 1st Installment: \$33.62 - UNPAID

Millgrove Twp 2nd Installment: \$33.62 - UNPAID

Parcel #76-04-35-220-313.000-007

Brief Legal Description: St George By the Lake Estate Lot 3-B

Land Value: \$1,500.00

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by **Chicago Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B

(Continued)

Improvements: \$0.00

Exemptions: \$0.00

Millgrove Twp 1st Installment: \$7.41 - UNPAID

Millgrove Twp 2nd Installment: \$7.41 - UNPAID

Parcel #76-04-35-220-104.000-007

Brief Legal Description: St George By the Lake Estate Lot 4

Land Value: \$7,000.00

Improvements: \$0.00

Exemptions: \$0.00

Millgrove Twp 1st Installment: \$34.60 - UNPAID

Millgrove Twp 2nd Installment: \$34.60 - UNPAID

Parcel #76-04-35-220-312.000-007

Brief Legal Description: St George By the Lake Estate Lot 4-B

Land Value: \$1,500.00

Improvements: \$0.00

Exemptions: \$0.00

Millgrove Twp 1st Installment: \$7.41 - UNPAID

Millgrove Twp 2nd Installment: \$7.41 - UNPAID

Parcel #76-04-35-220-108.000-007

Brief Legal Description: St George By the Lake Estate Lot 8

Land Value: \$7,500.00

Improvements: \$0.00

Exemptions: \$0.00

Millgrove Twp 1st Installment: \$37.08 - UNPAID

Millgrove Twp 2nd Installment: \$37.08 - UNPAID

Parcel #76-04-35-220-308.000-007

Brief Legal Description: St George By the Lake Estate Lot 8-B

Land Value: \$1,500.00

Improvements: \$0.00

Exemptions: \$0.00

Millgrove Twp 1st Installment: \$7.41 - UNPAID

Millgrove Twp 2nd Installment: \$7.41 - UNPAID

Parcel #76-04-35-220-109.000-007

Brief Legal Description: St George By the Lake Estate Lot 9

Land Value: \$7,500.00

Improvements: \$0.00

Exemptions: \$0.00

Millgrove Twp 1st Installment: \$37.08 - UNPAID

Millgrove Twp 2nd Installment: \$37.08 - UNPAID

Parcel #76-04-35-220-307.000-007

Brief Legal Description: St George By the Lake Estate Lot 9-B

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by **Chicago Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B

(Continued)

Land Value: \$1,500.00

Improvements: \$0.00

Exemptions: \$0.00

Millgrove Twp 1st Installment: \$7.41 - UNPAID

Millgrove Twp 2nd Installment: \$7.41 - UNPAID

9. Taxes for 2022, due and payable in the year 2023, which became a lien on January 1, 2022, and which are not yet due and payable.
10. The acreage in the legal description is shown for convenience only and should not be construed as insuring the quantity of land set forth in said description.
11. The Covenants, Conditions and Restrictions, easements and building set back lines, if any, as set forth on the recorded Plat of Walden Woods Section IA, recorded in Plat Book 4, Pages 6-7-8 on August 15, 1968 in the Office of the Recorder of Steuben County.
12. First Amendedment to Restrictions Covering St. George By The Lake Estates Addition in Steuben County dated August 25, 1975 and recorded August 26, 1975 in Misc Record 35, Page 455 in the Office of the Recorder of Steuben County, Indiana.
13. Permanent Sewer Utility Easement executed by and between Gerald W. & Mary Gail Mathews and Steuben Lakes Regional Waste District, dated May 28, 2003 and recorded June 20, 2003 as Instrument #03061003 in the Office fo the Recorder of Steuben County, Indiana. (Walden Woods Lot 1504R)
14. The Covenants, Conditions and Restrictions, easements and building set back lines, if any, as set forth on the recorded Plat of St. George By The Lake Estates, as recorded in Plat Book 4, Page 16, 16A and 16B on August 25, 1969 in the Office of the Recorder of Steuben County.
15. Amendedment to Walden Woods Residence Lots, Restrictions - Section IA dated March 9, 1993 and recorded July 16, 1993 in Misc Record 45, Page 573 in the Office of the Recorder of Steuben County, Indiana.
16. Permanent Sewer Utility Easement executed by and between Gary J & Cynthia L King and Steuben Lakes Regional Waste District, dated February 2, 2004 and recorded February 9, 2004 as Instrument #04020277 in the Office fo the Recorder of Steuben County, Indiana. (St. George By The Lake Estates Lots 1-3 & 1B-3B)
17. Permanent Sewer Utility Easement executed by and between Joanne Faulkner, Illene Porrit and Steuben Lakes Regional Waste District, dated August 22, 2003 and recorded September 3, 2003 as Instrument #03090148 in the Office fo the Recorder of Steuben County, Indiana. (St. George By The Lake Estates Lots 4 & 4-B)
18. Permanent Sewer Utility Easement executed by and between Virginia E Kite and Steuben Lakes Regional Waste District, dated October 19, 2002 and recorded November 21, 2002 as Instrument #02111010 in the Office fo the Recorder of Steuben County, Indiana. (St. George By The Lake Estates Lots 8, 9, 8-B & 9-B)

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by **Chicago Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B

(Continued)

19. Easements or claims of easements not recorded in the public records.
20. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the land.
21. Rights of others to use that portion of the subject real estate which lies within the right-of-way of public roads and/or highways.
22. Any governmental limitations or regulations respecting access to abutting roads, streets, or highways.
23. Possible rights of tile and/or drainage ditches.
24. Subject to any adverse claim of title to that portion, if any of the land described in Schedule A that lies below the ordinary low water mark of creeks/streams/rivers/ponds/ditches/lakes/waterways/swamps/wet areas, and any adverse claim based on the assertion that some portion of said creeks/streams/rivers/ponds/ditches/lakes/waterways/swamps/wet areas was created by artificial means. Also, such rights and easements for navigation, commerce or recreation, which may exist over that portion of said land beneath the water of said creeks/streams/rivers/ponds/ditches/lakes/waterways/swamps/wet areas, and rights of upper and lower littoral owners with respect to said creeks/streams/rivers/ponds/ditches/lakes/waterways/swamps/wet areas.
25. A Judgment search has been made against Dean Rummel and Brenda Rummel, husband and wife, for the past Ten (10) years and NONE FOUND.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by **Chicago Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



13

WALDEN WOODS
SECTION 1A

LEGAL DESCRIPTION

A subdivision in the South Half of Section 26, and in the North Half of Section 35, Township 38 North, Range 12 East, in Steuben County, Indiana. More particularly bounded and described as follows:

Commencing at an iron stake in a public road, said point being the Northwest corner of the Southeast Quarter of the Southwest Quarter of Section 26, said Township and Range; thence south along the Quarter, Quarter Section line 90 feet to the point of beginning; thence South along the Quarter, Quarter Section line 2167.3 feet to a railroad spike set in the South edge of pavement of the Orland Road; thence Northwesterly along the South edge of pavement of the Orland Road 300 feet to a point; thence South 300 feet to the shore line of Lake; thence Southwesterly following the shore line of Lake to an existing iron pipe said point being on the East Quarter section line of the Northwest Quarter of the Northwest Quarter of said Section 35; thence North 0° along the Quarter, Quarter Section line 712.2 feet to a railroad spike; thence N 89° 52' 30" E 918.5 feet to an iron stake; thence North 0° 240 feet to an iron stake; thence S 89° 52' 30" W 353.6 feet to an iron stake; thence North 0° 172 feet to an iron stake; thence S 89° 52' 30" W 246.4 feet to an iron stake; thence North 0° 151.1 feet to an iron stake; thence N 89° 55' 30" W 235 feet to the point of beginning.

Containing therein 19.67 acres, more or less.

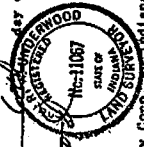
I, a Land Surveyor, Registered as required by law in the State of Indiana, certify that I have established the lots in the accompanying plat in accordance with the true and established lines of the property described. Dimensions are shown in feet and decimals.

Lots are numbered from 1500R to 1505R, 1507R to 1513R and 1517R to 1541R.

Swimming beach, park areas or service areas are lettered L-18, M-1-M and N (circled).

Prepared by me and certified this 15th day of May, 1968.

Robert A. Underwood
Robert A. Underwood
Registered Land Surveyor
Indiana Registration No. 111067



We, the undersigned, Columbia Realty Corp., an Indiana corporation, by Jay P. Oppenheim, its President, and Hulda Sawyer, its Secretary being the owners of the real estate described in the above and depicted on the accompanying plat, do hereby certify that we have laid off, platted and subdivided and do hereby lay off, plat and subdivide, said real estate in accordance with the accompanying plat thereof.

This subdivision shall be known and designated as Walden Woods Section 1A. All streets, and other public areas shown and not hereto fore dedicated, are hereby dedicated to the public, subject to the restrictions recorded herewith.

Front and side yard building setback 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.

There are strips of ground of designed width shown on the plat and marked "easement", reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easements herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

All lots in said subdivision shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges hereinafter set forth, and shall be considered a part of the conveyance of any lot in said subdivision without being written therein.

Witness our hands and seal this 15th day of May, 1968.

Columbia Realty Corp.

By *Jay P. Oppenheim*
Jay P. Oppenheim
President

By *Hulda Sawyer*
Hulda Sawyer
Secretary

State of Indiana) SS
County of Wabash)

Before me, a Notary Public, in and for said County and State, personally appeared the above signed Columbia Realty Corp., by Jay P. Oppenheim, its President and Hulda Sawyer, its Secretary and acknowledged the execution of the foregoing dedication and the following Plat for the purpose and uses set forth, this 15th day of May, 1968.

Nettie Fern Conner
NOTARY PUBLIC Nettie Fern Conner

My Commission expires 4-7, 1967.

WALDEN WOODS RESIDENCE LOTS RESTRICTIONS - SECTION 1A

1. All requirements as set forth by any legally constituted public authority having jurisdiction over this property must be complied with or a legal variance from those requirements obtained. For information purposes the following permits are required as of the time of the recording of these restrictions:

- Permit to install a septic tank, sanitary system or water well issued by the Steuben County Health Department at Angola, Indiana.
- Permit from Columbia Realty Corp., its assigns and successors in interest prior to making any permanent improvement to any lot or prior to the planting of any trees or shrubbery thereon.
- Permit from Columbia Realty Corp., its assigns or successors in interest prior to the construction of a driveway from any lot onto the roadway.

2. No buildings shall be erected on any premises except a one family private residence, or private garage.

3. No portion of any building erected on any residential lot shall extend within twenty-five feet (25') of the front or back lot line, nor shall any portion of any building erected on any residential lot come closer to any side lot line than the dimension equal to 10% of the total lot's width.

4. No building less than 850 square feet in ground floor area excluding open porches and garages shall be erected or placed on any residential lot. No trailer or mobile living dwelling shall be allowed on any residential lot nor may any residential lot be used for camping.

5. No residential lot shall be used other than for residential purposes and, in no event, shall any residential lot be used for commercial or industrial purposes.

6. Any structure or building erected or placed on any premises which is entirely constructed of wood shall have all exposed wooden surfaces stained or painted with at least two coats of stain or paint; all metal surfaces of any structure so erected or placed shall be of aluminum or nonrusting material, or shall be maintained free of rust by painting.

(A) Cement or masonry blocks may not be used above the foundation level of any structure.

(B) Asphalt or asphalt type aiding is prohibited.

7. The exterior portion of any integral portion of any structure erected on any lot shall be completed within 90 days of start and the whole structure, exterior wicks as initially planned, within 15 months of initial start unless prior written consent of Columbia Realty Corp. is obtained. No standing piles of dirt or other trash shall be allowed to accumulate on any lot nor may any lot be used for the open storage of building materials for more than 90 days without the written consent of Columbia Realty Corp.

(A) No automobile, truck, bus, school bus, or vehicle not in current use and running condition may be parked on any lot.

8. No outside toilet or privy shall be constructed or permitted on any premises. No sanitary or septic tank field shall be placed closer than fifty feet (50') to any private water supply well, nor 100 feet (100') from any public water supply well.

9. With each lot in Section 1A, there will be a companion campsite lot in Section I assigned thereto by Columbia Realty Corp. merely by including such campsite lot in Section I in any conveyances delivered by Columbia Realty Corp. with respect to any lot or lots in Section 1A. Thereafter said campsite lot in Section I shall be attached to said lot in Section 1A and neither the campsite lot in Section I nor the lot in Section 1A may be mortgaged, leased, sold, or transferred in any manner separate and apart from each other.

10. No animals or poultry shall be kept or maintained on any premises except household pets.

11. No billboards or other advertising devices or signs shall be allowed on any lot, street, easement or other area in the subdivision.

12. Lot numbers 118, M-1-M, and M are reserved by Columbia Realty Corp. as a swimming beach, park area or service area for owners of lots in Walden Woods Section I and IA and such buildings which may be placed thereon. At the option of Columbia Realty Corp. these lots may be deeded to the Walden Woods Community Association when formed or at any time thereafter.

13. An easement as shown on the plat upon, under, and over the rear and side lines of lots, in reserved for the construction, installation, operation and maintenance of sewers, conduits, pipe lines,

electrical lines or other utilities or surface drainage structures as may be required for the benefit and use of any lot owners in the subdivision. Columbia Realty Corp. reserves the right to add additional lot line easements to the plat for surface drainage only should the same become necessary for the general benefit of the subdivision. Columbia Realty Corp., its assigns or successors in interest, reserve the right, but shall not be obligated, to enter upon any vacant or unattended lot for the purpose of mowing weeds or performing any other acts which it deems advisable to improve the appearance of such lot, without being deemed a trespasser.

14. These restrictions and covenants may be amended or rescinded by written instruments signed by the then owners of sixty per cent (60%) of the residence lots in Walden Woods Section 1A except that any change in paragraphs 5, 9, or 12 shall also require sixty per cent (60%) of the owners in Walden Woods Section I plus the written consent of Columbia Realty Corp. Any such instrument of amendment or rescission shall be filed or recorded in the office of the Recorder of Steuben County, Indiana.

15. Invalidation of any of the foregoing covenants (or restrictions), in whole or in part, 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.

16. The legal right to enforce the provisions and restrictions numbers 1 to 15 inclusive in any court of competent jurisdiction by injunction, together with the right to cause removal of any structure or part thereof erected or maintained in violation hereof, is reserved to Columbia Realty Corp., its assigns and successors in interest.

b o c a s

Approval of foregoing dedication, protective restrictions, covenants, limitations, easements and accompanying Plat of Walden Woods Section 1A.

Approved by County Sanitarian, Steuben County, Indiana this day of March 28, 1968.

Under authority provided by Chapter 47, Acts of 1951, of the General Assembly, State of Indiana, this Plat was given approval by the Board of County Commissioners of Steuben County, Indiana, at a meeting held on the 16th day of MAY, 1968.

BOARD OF COUNTY COMMISSIONERS:

Howard Wolfe

Dyllan Shultz

John A. Bede

ENTERED FOR TAXATION

THE 15th day of August 1968

R. C. Reinhardt

Recorder of Steuben County, Indiana

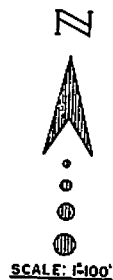
7439
RECEIVED FOR RECORDING
17/26-68-CLERK P. M.
RECORDED TO 11-11-68

AUG 15 1968

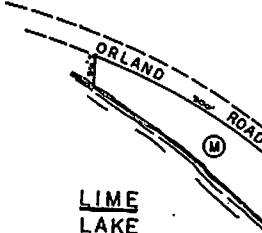
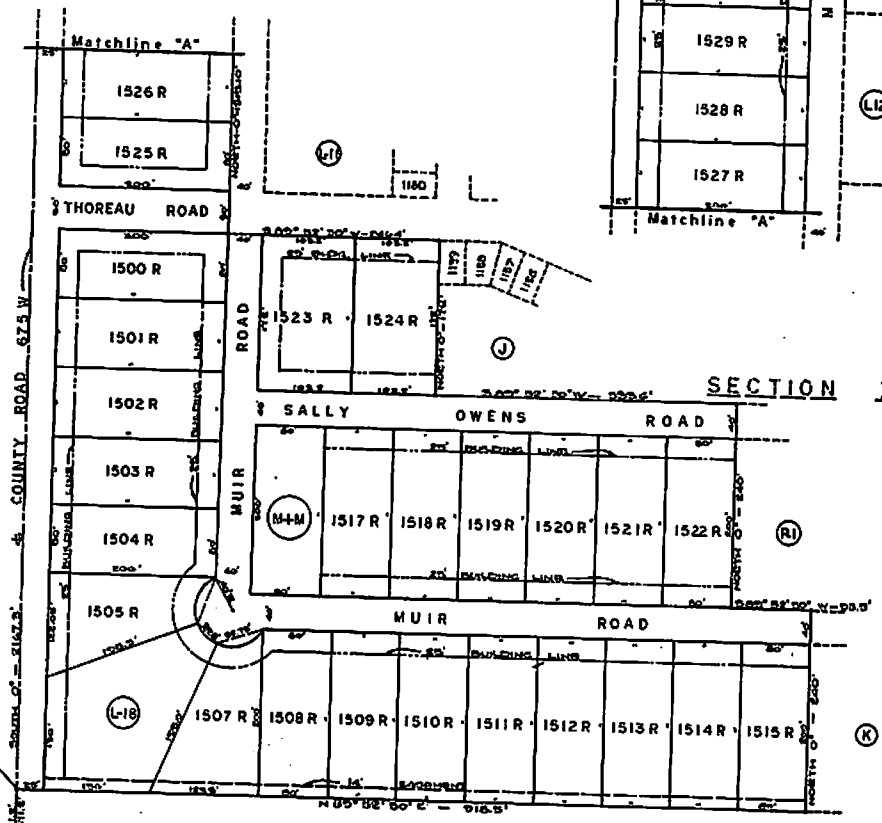
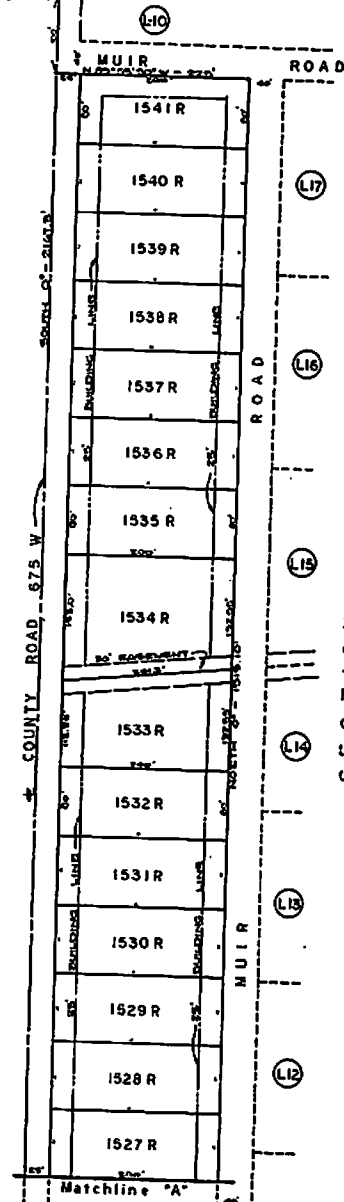
Paul H. Hovnan
Recorder, Steuben County

3/3

N.Y. COR. OF THE S.E. 1/4
OF THE S.W. 1/4, SEC. 20
T. 36 N., R. 12 E.



WALDEN WOODS SECTION 1A



LIME
LAKE

FIRST AMENDMENT TO RESTRICTIONS COVERING
ST. GEORGE BY THE LAKE ESTATES ADDITION IN STEUBEN COUNTY, INDIANA

20416

THIS INSTRUMENT, executed this 25th day of August, 1975, by
COLUMBIA REALTY CORP., an Indiana corporation, hereinafter referred to as
"Columbia"

WITNESSETH THAT:

WHEREAS, Columbia is the owner of more than sixty per cent (60%)
of the lots in ST. GEORGE BY THE LAKE ESTATES addition in Steuben County,
Indiana, hereinafter referred to as "ST. GEORGE" and desires to exercise its
right to amend the restrictions covering said ST. GEORGE as granted by the
restrictions as attached to the Plat of ST. GEORGE heretofore recorded in
Plat Book 4 at Pages 16, 16A and 16B of the records in the office of the
Recorder of Steuben County, Indiana in accordance herewith.

NOW, THEREFORE, Columbia, as the owner of more than sixty per
cent (60%) of the lots in ST. GEORGE, does hereby amend and supplement the
aforementioned restrictions applicable to ST. GEORGE as follows:

1. Paragraph No 2 of said restrictions is hereby supplemented
to read as follows:

2. Except for Residence Lot Numbered 15 and Boat Lot 15B, and
Residence Lot Numbered 10, no lot or any improvements thereon shall be used
for any purpose except private single-family residence purposes. Residence
Lot Numbered 15 and Residence Lot Numbered 10 may be used either for residence
purposes or for retail business purposes, but not for industrial, agricultural
or other purposes, except Residence Lot Numbered 10 may be used for the parking
of Automobiles, cars, trucks, trailers, boat trailers or wheeled conveyance
of other types, provided these conveyance items are in current working order,
and in current use.

IN WITNESS WHEREOF, said Columbia Realty Corp., an Indiana corporation,
does execute, adopt and enact this instrument as of the day, month and year first
above written.

COLUMBIA REALTY CORP.,
an Indiana corporation

By Jay P. Oppenheim
Jay P. Oppenheim, President

Attest:

Hilda Sawyer
Hilda Sawyer

RECEIVED FOR RECORD
AT 1:40 CLOCK - A.M.
RECORD NO. 35 PAGE 455
AUG 26 1975

Lilak Sellers
Recorder, Steuben County.

APPROVED FOR RECORDING

JUN 10 2003

John Kandler
AUDITOR STEUBEN COUNTY

PAMELA ADAMS COLEMAN 4P
STEUBEN COUNTY RECORDER
DLP Date 06/20/2003 Time 11:00:38
I 03061003
Page 1 of 4

Deed Reference: BOOK 186 PAGE 592

STATE OF INDIANA)
) SS: PERMANENT SEWER UTILITY EASEMENT
COUNTY OF STEUBEN)

KNOW ALL MEN BY THESE PRESENTS:

GERALD W & MARY GAIL MATHEWS

(husband and wife/joint tenants/tenants in common) (hereinafter "Grantor") in consideration for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the STEUBEN LAKES REGIONAL WASTE DISTRICT, Steuben County, Indiana, (hereinafter "Grantee" or "District"), and its successors and assigns, permanent and temporary rights-of-way and easements to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace and remove utilities over, on, across, under and through the land of the Grantor situated in Steuben County, State of Indiana, described on the attached Exhibit "A," and any land described as a private road or over which the Grantor has a right of ingress and egress (the "Real Estate").

The location of the Permanent Utility Easement shall be five (5) feet on either side of the center line of the sanitary sewer line plus a ten-foot (10') radius around the actual location of the residential lift station, grinder pump, or similar facility installed by the Grantee on the Real Estate as part of the construction of the sewage collection system of the District, with the exception of permanent structures existing within such areas as of the date of Grantor's execution of this Easement. However, Grantee shall retain the right of ingress and egress over the Real Estate and adjacent lands of Grantor as may be necessary, from time to time, to serve the purposes of this Easement.

The District shall restore all areas of the Real Estate disturbed pursuant to this Easement to "as good as or better" condition as is reasonably possible.

The Grantee may, without liability, enter onto the Permanent Utility Easement and the Real Estate, and take all steps deemed reasonable by the Grantee to maintain the easements granted herein and to protect the facilities and improvements which may be installed therein.

The Grantor, including its successors and assigns, shall not allow any building, structure, or any other obstruction to be constructed or placed upon any portion of the Permanent Easement. The Grantor reserves the use of the Permanent Utility Easement area to the extent not inconsistent with this grant of Easement.

In the event the design of the District's sanitary sewer system calls for a neighboring property to connect to the District's sanitary system by crossing the Grantor's Real Estate or a neighboring property's connection in fact crosses the Grantor's Real Estate, the Grantor hereby includes such neighboring property owner, its successors or assigns, as an additional Grantee under this grant of Easement, with all the rights and responsibilities therein.

The Grantor warrants and represents that Grantor is the fee simple owner of the Real Estate and the person or persons executing this Easement on behalf of Grantor represent and warrant that they are fully empowered to execute and deliver this Easement.

IN WITNESS WHEREOF, THE GRANTOR HAS EXECUTED THIS INSTRUMENT THIS _____
DAY OF May 10, 2003.

Signed: Gerald W Mathews
Printed: Gerald W Mathews

Signed: Mary Gail Mathews
Printed: Mary Gail Mathews

Michigan
STATE OF ~~INDIANA~~)
Wayne) SS:
COUNTY OF STEBEN)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing on behalf of said Grantor, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 13th day of May, 2003.

Signature: Wendy Smith
Printed: _____ Notary Public

My Commission Expires: _____
Resident of _____ County

WENDY SMITH
Notary Public, Wayne County, MI
My Commission Expires 2-8-07

IN WITNESS WHEREOF, THE GRANTOR HAS EXECUTED THIS INSTRUMENT THIS _____
DAY OF _____, 2003.

Signed: _____
Printed: _____

Signed: _____
Printed: _____

STATE OF INDIANA)
) SS:
COUNTY OF STEUBEN)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing on behalf of said Grantor, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 2003.

Signature: _____
Printed: _____ Notary Public

My Commission Expires: _____
Resident of _____ County

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

Mail tax bills to:

9159

WARRANTY DEED

ENTERED FOR TAXATION

This 27th day of SEPTEMBER 1982Mary Randolph, Trust Randolph
Recorder of Steuben County, Indiana

This Indenture witnesseth that

Leonard Riblet, Jr. and Helen Mary Riblet,
husband and wife, each over the age of 18
years

of

Lucas

County in the State of

Ohio

Convey and warrant to

Gerald W. Mathews and Mary Gail Mathews, husband
and wife, as tenants by the entireties
29732 Larches Dr.
Flat Rock, Michigan 48134

of

Wayne

County in the State of

Michigan

for and in consideration of One Dollar and other good and valuable considerations
the receipt whereof is hereby acknowledged, the following Real Estate in Steuben County
in the State of Indiana, to wit:

Lot 1504R in Section 1A and Lot Numbered 1192 in Section 1 as
shown on the recorded plat of Walden Woods.

Lot Numbered 1504R in Section 1A is a residence lot and Lot numbered
1192 in Section 1 is a companion campsite lot which is attached
to said residence lot and shall not be mortgaged, leased, sold or
transferred in any manner separate and apart therefrom.

Subject to all easements of record and applicable zoning ordinances,
if any exist, and further subject to all restrictions, easements
and covenants recorded in the Office of the Recorder of Steuben County,
Indiana, with respect to the realty situated in the plat of Walden
Woods Addition (whether included as a part of said plat or sub-
sequently recorded), which restrictions, easements and covenants
are incorporated herein by reference and shall constitute covenants
running with the aforementioned real estate.

Possession shall be given upon delivery of this instrument.

This conveyance is made subject to the taxes due and payable in
the Spring of 1983 and thereafter.

PAMELA ADAMS COLEMAN
STEUBEN COUNTY RECORDER

4P

DLP Date 06/20/2003

Time 11:00:38

I 03061003

Page 4 of 4

State of Ohio

Lucas County, as

Before me, the undersigned, a Notary Public in and for said County
and State, this 24th day of September 1982
personally appeared:

Leonard Riblet, Jr. and Helen
Mary Riblet, husband and wife,
each over the age of 18 years

Dated this 24th Day of Sept. 1982

Leonard Riblet, Jr.

Helen Mary Riblet

RECEIVED FOR RECORD
AT 1:00 O'CLOCK P.M.
RECORD NO. 6 PAGE 592

SEP 27 1982

Alicia Elder
Recorder, Steuben County

And acknowledged the execution of the foregoing deed. In witness
whereof, I have hereunto subscribed my name and affixed my of-
ficial seal. My commission expires April 28, 1987

Resident of Lucas County, Ohio, Lucas County, Ohio.
MY COMMISSION EXPIRES APRIL 28, 1987

This instrument prepared by Thomas E. Wilson, Angola, Indiana 46703

Attorney at Law

ST. GEORGE BY THE LAKE ESTATES

RESTRICTIONS APPLICABLE TO

ST. GEORGE BY THE LAKE ESTATES

STUBEN COUNTY, INDIANA

The following restrictions which constitute covenants running with the land shall be binding on every person acquiring interest in any lot or occupying any lot in St. George By The Lake Estates in Steuben County, Indiana:

1. The lots which are numbered on the plat without containing a letter constitute "Residence Lots" and the lots which are designated on the plat with a letter in addition to the number constitute "Boat Lots".
2. Except for Residence Lot Numbered 15 and Boat Lot 15B, no lot or any improvements thereon shall be used for any purpose except private single-family residence purposes. Residence Lot Numbered 15 may be used either for residence purposes or for retail business purposes, but not for industrial, agricultural or other purposes.
3. All requirements of any locally constituted public authority respecting all lots must be complied with or a valid legal variance from such requirements obtained. For informational purposes, the following permits are required respecting all lots at the time of the establishment of these Restrictions:

A. A permit from the Steuben County, Indiana Health Department prior to the commencement of any construction, installation or placement of any septic tank or sanitary system on any lot.

B. A permit from the Indiana Department of Natural Resources prior to any alteration or change of the shore line of any Boat Lot.

4. No building or structure of any type or nature shall be erected, placed or permitted to exist on any Boat Lot, excepting that a fence or hedge may be placed thereon which does not exceed thirty-six (36) inches in height.
5. No building erected, altered, placed or permitted to exist on any Residence Lot shall extend within twenty-five (25) feet of the front lot line of such Residence Lot or within five (5) feet of the rear lot line and side lot lines of such Residence Lot. No residence building of less than eight hundred (800) square feet in ground floor area shall be erected, placed or permitted to exist on any Residence Lot. No mobile home shall be permitted on any lot at any time.
6. The exposed wood surface of any buildings erected or placed on any Residence Lot shall be stained or painted with at least two coats of stain or paint and all metal surfaces of any buildings on Residence Lots shall be of an aluminum or non-rusting materials and shall be maintained free of rust by painting, enameling or other suitable means.
7. No septic tank or sewage disposal system shall be placed closer than fifty (50) feet to any private water supply well. It is intended generally that water wells shall be placed at the front of Residence Lots near the street and that any septic tanks and sewage disposal system shall be constructed at the rear of Residence Lots where it is possible to do so.
8. No outside toilet or privy shall be constructed or permitted on any premises. No lot shall be used for the storing of miscellaneous junk, trash or debris nor may any automobile not bearing a current license plate be parked on any lot. The construction or placing of all buildings or structures on any lot shall be completed exteriorwise (including any required staining, painting, enameling, or other process) within one hundred fifty (150) days after the commencement of the construction or placing of any such building on any lot.
9. No animals or poultry shall be kept or maintained on any premises except household pets.
10. Lot 15B shall constitute a companion Boat Lot for Lot Number 15 and shall be used only in connection with said Lot Number 15. If Lot Numbered 15 is used for any retail type business, special permission must be obtained from the Steuben County, Indiana Health Department in regard to sanitation requirements for the specific type business intended. In addition to the seventy-five (75) foot easement referred to in the Indiana Ditch Law as shown on the plat, a portion of Lots Numbered 14, 15 and Lot 15B is subject to a right of ingress and egress to Lime Lake Stream as set forth in the grant heretofore recorded in Steuben County, Indiana Deed Record 85 at page 324.
11. The invalidation of any one of the foregoing covenants in whole or in part by judgment or court order shall in no way affect any of the other covenants which shall remain in full force and effect.
12. These covenants may be amended or rescinded by written instrument signed by the owners of sixty per cent (60%) of the lots in said Addition, which instrument of amendment or rescission shall be recorded in the office of the Recorder of Steuben County, Indiana.

Approval of foregoing dedication, protective restrictions, covenants, limitations, easements and accompanying Plat of St. George By The Lake Estates.

Approved by County Sanitarian, Steuben County, Indiana this day of July, 1969.

Norris Debus
COUNTY SANITARIAN

Approved by County Surveyor, Steuben County, Indiana this 1 day of July, 1969 Paul Debus
Surveyor

Under authority provided by Chapter 47, Acts of 1951, of the General Assembly, State of Indiana, this Plat was given approval by the Board of County Commissioners of Steuben County, Indiana, at a meeting held on the 17 day of July, 1969.

BOARD OF COUNTY COMMISSIONERS:

Robert Debus
Donald H. Hutton
John E. Williams

ENTERED FOR TAXATION

This 25 day of Aug, 1969

R. C. Rasmussen

Recorder, Steuben County, Indiana

644

RECEIVED FOR RECORD
IN THE PUBLIC CLERK'S
OFFICE
RECORDED NO. 7-1-1969 15

AUG 25 1969

Paul Hannon
Recorder, Steuben County

ST. GEORGE BY THE LAKE ESTATES

LEGAL DESCRIPTION

A subdivision in the East Half of the Northwest Quarter of the Northwest Quarter of Section 35, Township 38 North, Range 12 East, in Steuben County, Indiana. More particularly bounded and described as follows:

Beginning at the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 35, said Township and Range; thence South along the Quarter, Quarter Section line 927.5 feet to a railroad spike set in the South edge of pavement of the Orland Road; thence Northwest along the South edge of pavement of the Orland Road 324 feet to a point; thence South 372 feet to the shore line of Line Lake; thence Northwest along the shore line of Line Lake following the shore line of Line Lake to the center-line of the Outlet Structure from Line Lake; thence North 01° 17' 30" West 757.22 feet to an iron stake on the North line of said Section 35; thence South 89° 26' 00" East along the North line of said Section 35 533 feet to the point of beginning.

Containing therein 9.61 acres, more or less.

I, a Land Surveyor, Registered as required by law in the State of Indiana, certify that I have established the lots in the accompanying Plat in accordance with the true and established lines of the property described. Dimensions are shown in feet and decimals.

Lots are numbered from 1 thru 15.

Deed lots are numbered from 1B thru 15B.

Prepared by me and certified this

26th day of June, 1969.

Herbert A. Underwood
Herbert A. Underwood
Registered Land Surveyor
Indiana Registration No. 11067



We, the undersigned, Columbia Realty, an Indiana corporation, by Jay P. Oppenheim, its President, and Hulda Sawyer, its Secretary, being the owners of the real estate described on the above and depicted on the accompanying plat, do hereby certify that we have laid off, platted and subdivided and do hereby lay off, plat and subdivide, said real estate in accordance with the accompanying plat thereof.

This subdivision shall be known and designated as St. George By The Lake Estates. All streets, and other public areas shown and not heretofore dedicated, are hereby dedicated to the public, subject to the restrictions recorded herewith.

Front yard building setback 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.

There are strips of ground of designed width shown on the plat and marked "Utility Easement and Drainage Easement", reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines, wires, and ditch clearing, subject at all times to the proper authorities and to the easements herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their title subject to the rights of the public utilities.

All lots in said subdivision shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges hereinafter set forth; and shall be considered a part of the conveyance of any lot in said subdivision without being written therein.

Witness our hands and seal this 27th day of June, 1969.

Columbia-Realty Corp.

By *Jay P. Oppenheim*
Jay P. Oppenheim
President

By *Hulda Sawyer*
Hulda Sawyer
Secretary

Before me, a Notary Public, in and for said County and State, personally appeared the above signed Columbia Realty Corp. by Jay P. Oppenheim, its President, and Hulda Sawyer, its Secretary and acknowledged the execution of the foregoing dedication and the foregoing Plat for the purposes and uses set forth, this 27th day of June, 1969.

Notary Public
Notary Public
My Commission Expires 5th 1973

0-23
16-18

33

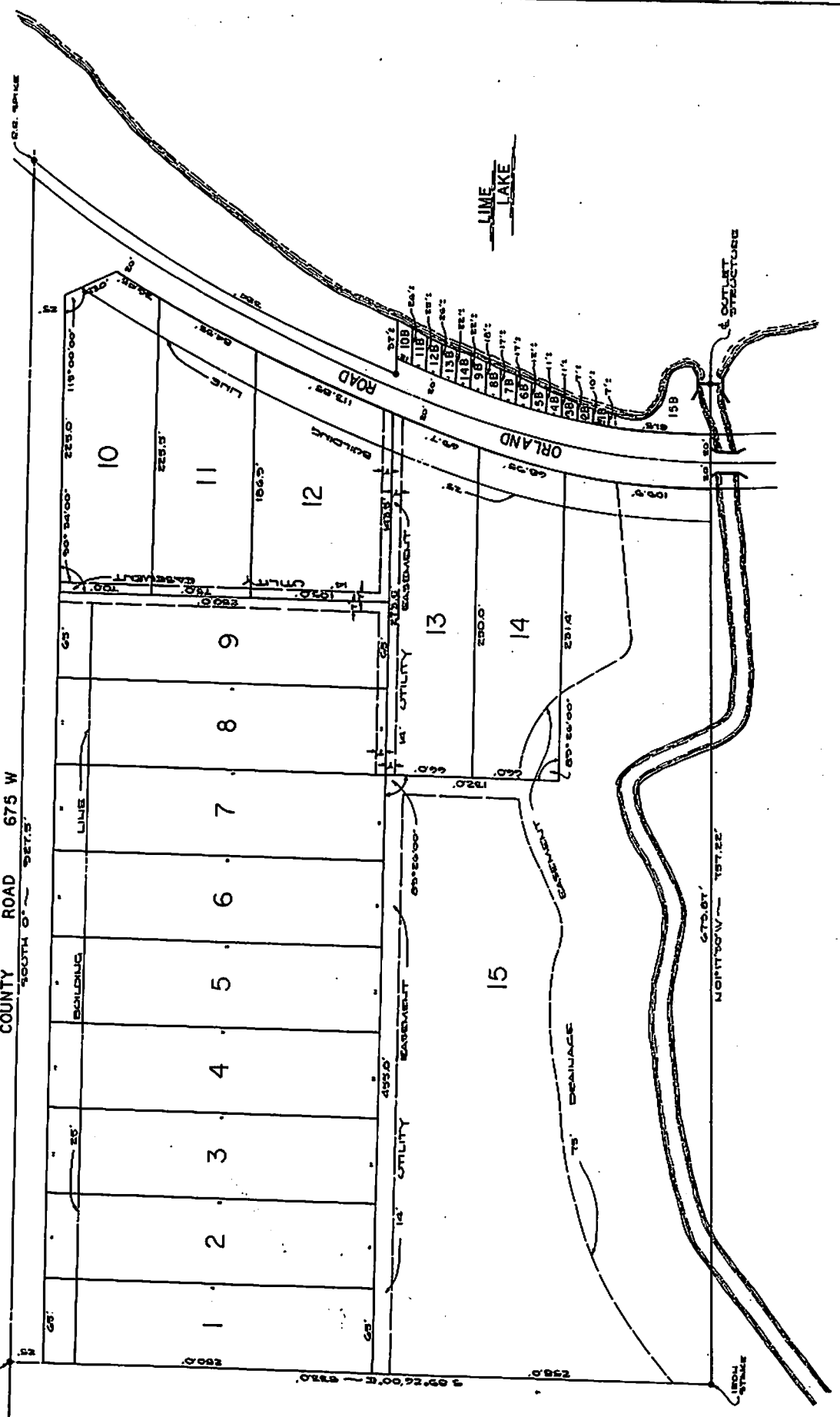


SCALE 1"=50'

ST. GEORGE
BY THE
LAKE ESTATES

COUNTY ROAD 675 W
SOUTH 0° 0' 0" 927.5'

1/4 SEC. 15 OF T136N, R112E



#4982

STATE OF INDIANA)
) SS:
 COUNTY OF STEUBEN)

APPROVED FOR RECORDING

This 16 day of July 19 93

Linda Hansen by dep.
 Auditor of Steuben County, Indiana

AMENDMENT TO WALDEN WOODS RESIDENCE LOTS,
 RESTRICTIONS - SECTION 1A

It is hereby provided that Section 9 of the Walden Woods Residence Lots, Restrictions - Section 1A shall be amended to provide that campsite lots in Section I may be mortgaged, sold or transferred separate and apart from corresponding lots in Section 1A of the Plat of Walden Woods.

The above Amendment to Restrictions Passed by affirmative vote of more than sixty percent (60%) of the lot owners in the Plat with a ballot being sent to each eligible lot owner, said ballots being in the possession of the Secretary of the Walden Woods Property Owners Association, Inc.

The Above Amendment to Restrictions to be recorded in Office of the Steuben County Recorder.

Dated this 9th day of March, 1993.

Blanche Myers, Secretary
 Blanche Myers, Secretary, Walden
 Woods Property Owners Assoc., Inc.

STATE OF FLORIDA)
) SS:
 COUNTY OF Charlotte)

Before me, the undersigned, a Notary Public in said County and State this 9th day of March, 1993, personally appeared Blanche Myers and acknowledged the execution of the foregoing instrument. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal. My Commission Expires:

Notary Public, State of Florida at Large
 My commission expires November 2, 1993

IDENTIFICATION PROVIDED FLDL
 (SHE DID/DID NOT TAKE AN OATH)

Maria A. Moore
 Marie A. Moore Notary Public
 A Resident of Charlotte Co., Florida

The above Amendment to Restrictions approved for recording this 9th day of April, 1993.

Phillip Meyers
 Phillip Meyers,
 Steuben County Plan Director

This instrument was prepared by Thomas E. Wilson, Attorney
 109 S. Martha Street
 Angola, IN 46703
 (219) 665-5715

RECEIVED FOR RECORD
 AT 3:50 O'CLOCK P.M.
 RECORD NO. 45 PAGE 573

JUL 18 1993

Mary Jane Anderson
 Recorder, Steuben County

FEB 06 2004

Kim Humber
AUDITOR STEUBEN COUNTY

PAMELA ADAMS COLEMAN 4P
STEUBEN COUNTY RECORDER
PAC Date 02/09/2004 Time 09:44:46
I 04020277 Page 1 of 4

Deed Reference: 03-12-0120

STATE OF INDIANA)
) SS: PERMANENT SEWER UTILITY EASEMENT
COUNTY OF STEUBEN)

KNOW ALL MEN BY THESE PRESENTS:

GARY J & CYNTHIA L KING

(husband and wife/joint tenants/tenants in common) (hereinafter "Grantor") in consideration for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the STEUBEN LAKES REGIONAL WASTE DISTRICT, Steuben County, Indiana, (hereinafter "Grantee" or "District"), and its successors and assigns, permanent and temporary rights-of-way and easements to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace and remove utilities over, on, across, under and through the land of the Grantor situated in Steuben County, State of Indiana, described on the attached Exhibit "A," and any land described as a private road or over which the Grantor has a right of ingress and egress (the "Real Estate").

The location of the Permanent Utility Easement shall be five (5) feet on either side of the center line of the sanitary sewer line plus a ten-foot (10') radius around the actual location of the residential lift station, grinder pump, or similar facility installed by the Grantee on the Real Estate as part of the construction of the sewage collection system of the District, with the exception of permanent structures existing within such areas as of the date of Grantor's execution of this Easement. However, Grantee shall retain the right of ingress and egress over the Real Estate and adjacent lands of Grantor as may be necessary, from time to time, to serve the purposes of this Easement.

The District shall restore all areas of the Real Estate disturbed pursuant to this Easement to "as good as or better" condition as is reasonably possible.

The Grantee may, without liability, enter onto the Permanent Utility Easement and the Real Estate, and take all steps deemed reasonable by the Grantee to maintain the easements granted herein and to protect the facilities and improvements which may be installed therein.

The Grantor, including its successors and assigns, shall not allow any building, structure, or any other obstruction to be constructed or placed upon any portion of the Permanent Easement. The Grantor reserves the use of the Permanent Utility Easement area to the extent not inconsistent with this grant of Easement.

In the event the design of the District's sanitary sewer system calls for a neighboring property to connect to the District's sanitary system by crossing the Grantor's Real Estate or a neighboring property's connection in fact crosses the Grantor's Real Estate, the Grantor hereby includes such neighboring property owner, its successors or assigns, as an additional Grantee under this grant of Easement, with all the rights and responsibilities therein.

The Grantor warrants and represents that Grantor is the fee simple owner of the Real Estate and the person or persons executing this Easement on behalf of Grantor represent and warrant that they are fully empowered to execute and deliver this Easement.

IN WITNESS WHEREOF, THE GRANTOR HAS EXECUTED THIS INSTRUMENT THIS ____
DAY OF 01/06/04, 2003.

Signed: Gary J. King
Printed: GARY J. KING

Signed: Cynthia L. King
Printed: Cynthia L. King

STATE OF INDIANA)
) SS:
COUNTY OF STEUBEN)

Before me, a Notary Public in and for said County and State, personally appeared Gary & Cynthia King, who acknowledged the execution of the foregoing on behalf of said Grantor, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 6 day of January, 2003.

My Commission Expires: May 16/2007
Resident of Livingston County

Signature: Linda Ondusky
Printed: LINDA ONDUSKY Notary Public

LINDA A. ONDUSKY
NOTARY PUBLIC LIVINGSTON CO., MI
MY COMMISSION EXPIRES May 16, 2007
ACTING IN WAYNE COUNTY, MI

IN WITNESS WHEREOF, THE GRANTOR HAS EXECUTED THIS INSTRUMENT THIS ____
DAY OF _____, 2003.

Signed: _____
Printed: _____

Signed: _____
Printed: _____

STATE OF INDIANA)
) SS:
COUNTY OF STEUBEN)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing on behalf of said Grantor, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this ____ day of _____, 2003.

Signature: _____
Printed: _____ Notary Public

My Commission Expires: _____
Resident of _____ County

IN WITNESS WHEREOF, the Grantee has caused this instrument to be executed in its corporate capacity by its duly qualified and acting President, David M. Boudia, who says that he is the duly qualified and acting President of the Board of Trustees of the Steuben Lakes Regional Waste District, Steuben County.


Signed this _____ day of _____, 2003.

STEBEN LAKES REGIONAL WASTE DISTRICT



David M. Boudia, District President

ATTEST:



Secretary James C. Kidd

STATE OF INDIANA)
) SS:
COUNTY OF STEUBEN)

Before me, a Notary Public in and for said County and State, personally appeared David M. Boudia, President of the Board of Trustees of the Steuben Lakes Regional Waste District, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 2 day of Feb, 2003.

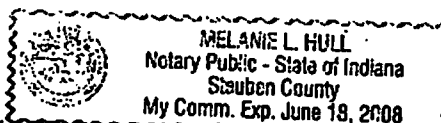
Signature: _____

Printed: _____

Notary Public

My Commission Expires: _____

Resident of _____ County



Return Original to: John J. Wernet, Attorney at Law, MILLER CARSON BOXBERGER & MURPHY, LLP,
1400 One Summit Square, Fort Wayne, Indiana 46802.

This document prepared by John J. Wernet, Attorney at Law, MILLER CARSON BOXBERGER & MURPHY,
LLP, 1400 One Summit Square, Fort Wayne, Indiana 46802, (260) 423-9411.

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE

DEC 2 2003

Kim Koehler
AUDITOR STEUBEN COUNTY

PAMELA ADAMS COLEMAN 1P
STEUBEN COUNTY RECORDER
DLP Date 12/03/2003 Time 09:16:44
I 03120120 Page 1 of 1

WARRANTY DEED

Mail tax bills to:

2186 Bullock Road
Hortland, Michigan 48353

DARL E. HAAGEN and RITA M. HAAGEN, husband and wife, over the age of eighteen (18) years of Steuben County in the State of Indiana ("Grantors"), CONVEY AND WARRANT UNTO GARY J. KING and CYNTHIA L. KING, husband and wife, of Steuben County in the State of Indiana ("Grantees"), in consideration of Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, real estate located in Steuben County, Indiana, more particularly described as follows, to-wit:

Lots 1, 1B, 2, 2B, 3 and 3B in the plat of St. George By The Lake Estates, as recorded in Plat Book 4, pages 16, 16A and 16B in the Office of the Recorder of Steuben County, Indiana, and being subject to and/or together with easements and rights of way of record.

SUBJECT to all easements, restrictions, and limitations of record, as well as all applicable zoning ordinances.

SUBJECT to real estate taxes due and payable in *May & November*, and thereafter.

DATED: *November 20, 2003*

Darl E. Haagen
(Signature)

DARL E. HAAGEN

(Printed Name)

Rita M. Haagen
(Signature)

RITA M. HAAGEN

(Printed Name)

STATE OF ~~INDIANA~~ *ARIZONA*
COUNTY OF ~~STEUBEN~~ *MARICOPA*) SS:
)



Before me, a Notary Public in and for said County and State, this *20th* day of *November 2003* appeared DARL E. HAAGEN and RITA M. HAAGEN, husband and wife, each over the age of eighteen (18) years, who acknowledged the execution of the above and foregoing Warranty Deed. I have, in witness thereof, subscribed my name and affixed my official seal.

My Commission Expires: *March 4, 2004*
Resident of: *ARIZONA*

Cristina M. Garcia
NOTARY PUBLIC *Cristina m. Garcia*

This Instrument prepared by VINCENT J. HEINY (I.D. #7638-02), Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, IN 46802, Telephone 260-426-0444; fax: 260-422-0274

METROPOLITAN TITLE - INDIANA, LLC

PAMELA ADAMS COLEMAN 4P
STEUBEN COUNTY RECORDER
PAC Date 02/09/2004 Time 09:44:46
I 04020277 Page 4 of 4

APPROVED FOR RECORDING

AUG 27 2003

Kim Hamler
AUDITOR STEUBEN COUNTY

PAMELA ADAMS COLEMAN 4P
STEUBEN COUNTY RECORDER
DLP Date 08/03/2003 Time 10:43:52
1 03090148 Page 1 of 4

Deed Reference: BOOK 161 PAGE 492

STATE OF INDIANA)
) SS: PERMANENT SEWER UTILITY EASEMENT
COUNTY OF STEUBEN)

KNOW ALL MEN BY THESE PRESENTS:

JOANNE FAULKNER, ILLENE PORRIT

(husband and wife/joint tenants/tenants in common) (hereinafter "Grantor") in consideration for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the STEUBEN LAKES REGIONAL WASTE DISTRICT, Steuben County, Indiana, (hereinafter "Grantee" or "District"), and its successors and assigns, permanent and temporary rights-of-way and easements to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace and remove utilities over, on, across, under and through the land of the Grantor situated in Steuben County, State of Indiana, described on the attached Exhibit "A," and any land described as a private road or over which the Grantor has a right of ingress and egress (the "Real Estate").

The location of the Permanent Utility Easement shall be five (5) feet on either side of the center line of the sanitary sewer line plus a ten-foot (10') radius around the actual location of the residential lift station, grinder pump, or similar facility installed by the Grantee on the Real Estate as part of the construction of the sewage collection system of the District, with the exception of permanent structures existing within such areas as of the date of Grantor's execution of this Easement. However, Grantee shall retain the right of ingress and egress over the Real Estate and adjacent lands of Grantor as may be necessary, from time to time, to serve the purposes of this Easement.

The District shall restore all areas of the Real Estate disturbed pursuant to this Easement to "as good as or better" condition as is reasonably possible.

The Grantee may, without liability, enter onto the Permanent Utility Easement and the Real Estate, and take all steps deemed reasonable by the Grantee to maintain the easements granted herein and to protect the facilities and improvements which may be installed therein.

The Grantor, including its successors and assigns, shall not allow any building, structure, or any other obstruction to be constructed or placed upon any portion of the Permanent Easement. The Grantor reserves the use of the Permanent Utility Easement area to the extent not inconsistent with this grant of Easement.

In the event the design of the District's sanitary sewer system calls for a neighboring property to connect to the District's sanitary system by crossing the Grantor's Real Estate or a neighboring property's connection in fact crosses the Grantor's Real Estate, the Grantor hereby includes such neighboring property owner, its successors or assigns, as an additional Grantee under this grant of Easement, with all the rights and responsibilities therein.

The Grantor warrants and represents that Grantor is the fee simple owner of the Real Estate and the person or persons executing this Easement on behalf of Grantor represent and warrant that they are fully empowered to execute and deliver this Easement.

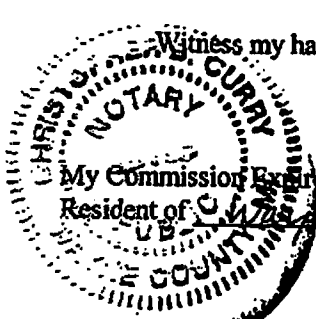
IN WITNESS WHEREOF, THE GRANTOR HAS EXECUTED THIS INSTRUMENT THIS 12th
DAY OF June, 2003.

Signed: Joanne Faulkner
Printed: JOANNE FAULKNER

Signed: _____
Printed: _____

STATE OF INDIANA)
COUNTY OF STEUBEN) SS:
WAYNE)

Before me, a Notary Public in and for said County and State, personally appeared Joanne Faulkner, who acknowledged the execution of the foregoing on behalf of said Grantor, and who, having been duly sworn, stated that any representations therein contained are true.



Witness my hand and Notarial Seal this 12th day of June, 2003.

Signature: Christopher B. Curry
Printed: Christopher B. Curry Notary Public

CHRISTOPHER B. CURRY
Notary Public, Wayne County, MI
Acting in Wayne Co., MI
My Commission Expires 12/01/2005

IN WITNESS WHEREOF, THE GRANTOR HAS EXECUTED THIS INSTRUMENT THIS _____
DAY OF _____, 2003.

Signed: Ellene Porritt (Kauffman) Signed: _____
Printed: Ellene Porritt (Kauffman) Printed: _____

STATE OF INDIANA)
COUNTY OF STEUBEN) SS:
WAYNE)

Before me, a Notary Public in and for said County and State, personally appeared Ellene Porritt (Kauffman), who acknowledged the execution of the foregoing on behalf of said Grantor, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 16 day of June, 2003.

LINDA J. SNOVER
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Dec 7, 2009

Signature: Linda J. Snover
Printed: Linda J. Snover Notary Public

My Commission Expires: 12-7-06
Resident of Oakland County



IN WITNESS WHEREOF, the Grantee has caused this instrument to be executed in its corporate capacity by its duly qualified and acting President, David M. Boudia, who says that he is the duly qualified and acting President of the Board of Trustees of the Steuben Lakes Regional Waste District, Steuben County.

Signed this _____ day of _____, 2003.

STEBEN LAKES REGIONAL WASTE DISTRICT

David M. Boudia

David M. Boudia, District President

ATTEST

James C. Kidd
Secretary James C. Kidd

STATE OF INDIANA)

) SS:

COUNTY OF STEUBEN)



Before me, a Notary Public in and for said County and State, personally appeared David M. Boudia, President of the Board of Trustees of the Steuben Lakes Regional Waste District, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 22 day of August, 2003.

David S. Graham
Notary Public, State of Indiana
Steuben County
My Commission Expires Dec. 28, 2007

Signature: *David S. Graham*

Printed: _____

Notary Public

My Commission Expires: _____
Resident of _____ County

Return Original to: John J. Wernet, Attorney at Law, MILLER CARSON BOXBERGER & MURPHY, LLP,
1400 One Summit Square, Fort Wayne, Indiana 46802.

This document prepared by John J. Wernet, Attorney at Law, MILLER CARSON BOXBERGER & MURPHY,
LLP, 1400 One Summit Square, Fort Wayne, Indiana 46802, (260) 423-9411.

This 14th day of January 1976
Manifested Pursuing by *[Signature]*

22478

DEED

THIS INDENTURE WITNESSETH THAT:

FRIEDA C. HENDLEY, formerly known as FRIEDA C. PARCELLS, whose address is 3391 Floretta, Pontiac, Michigan 48055, hereinafter referred to as "Grantor", does hereby convey and warrant to JOANNE FAULKNER, a married woman and ELLENE PORRIT, a married woman, as tenants in common as to an undivided 1/2 interest each, whose addresses are respectively: 32544 James Street, Garden City, Michigan and 1384 Laurel Valley, Pontiac, Michigan, hereinafter referred to as "Grantee", of Oakland County, State of Michigan, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the following described real estate located in Millgrove Township, Steuben County, State of Indiana, to-wit:

Residence Lot Number 4 as shown on the recorded plat of St. George by the Lake Estates, hereinafter referred to as "Residence Lot".

Grantor does hereby further release and quit-claim to Grantees Boat Lot 4B as shown on the recorded Plat of the aforementioned addition, which Boat Lot shall be attached to the aforementioned Residence Lot and said Boat Lot shall not be mortgaged, leased, sold, conveyed or transferred in any manner separate and apart from such Residence Lot.

Subject to all easements of record and applicable zoning ordinances, if any exist, and further subject to all restrictions, easements and covenants recorded in the office of the Recorder of the aforementioned County with respect to the realty situated in the aforementioned Plat (whether included as part of said plat or otherwise and whether heretofore or subsequently recorded), which easements, restrictions and covenants are incorporated herein by reference and shall constitute covenants running with all of the aforementioned real estate.

MOOTH, PATTERSON, LEE,
CARLSTROM & STECKLING
ATTORNEYS AT LAW
1000 WEST HURON STREET
PONTIAC, MICHIGAN 48059
(313) 861-1200

PAMELA ADAMS COLEMAN
STEUBEN COUNTY RECORDER

DLP Date 09/03/2003 Time 10:43:52

I 03090148

Page 4 of 4

APPROVED FOR RECORDING

NOV 21 2002

Kim Kessler
AUDITOR STEUBEN COUNTY

PAMELA ADAMS COLEMAN 4P
STEUBEN COUNTY RECORDER
PAC Date 11/21/2002 Time 09:10:58
I 02111010 Page 1 of 4

Deed Reference: BOOK 229 PAGE 18

STATE OF INDIANA)
) SS: PERMANENT SEWER UTILITY EASEMENT
COUNTY OF STEUBEN)

KNOW ALL MEN BY THESE PRESENTS:

VIRGINIA E KITE

~~(husband and wife/joint tenants/tenants in common)~~ (hereinafter "Grantor") in consideration for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the STEUBEN LAKES REGIONAL WASTE DISTRICT, Steuben County, Indiana, (hereinafter "Grantee" or "District"), and its successors and assigns, permanent and temporary rights-of-way and easements to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace and remove utilities over, on, across, under and through the land of the Grantor situated in Steuben County, State of Indiana, described on the attached Exhibit "A," and any land described as a private road or over which the Grantor has a right of ingress and egress (the "Real Estate").

The location of the Permanent Utility Easement shall be five (5) feet on either side of the center line of the sanitary sewer line plus a ten-foot (10') radius around the actual location of the residential lift station, grinder pump, or similar facility installed by the Grantee on the Real Estate as part of the construction of the sewage collection system of the District, with the exception of permanent structures existing within such areas as of the date of Grantor's execution of this Easement. However, Grantee shall retain the right of ingress and egress over the Real Estate and adjacent lands of Grantor as may be necessary, from time to time, to serve the purposes of this Easement.

The District shall restore all areas of the Real Estate disturbed pursuant to this Easement to "as good as or better" condition as is reasonably possible.

The Grantee may, without liability, enter onto the Permanent Utility Easement and the Real Estate, and take all steps deemed reasonable by the Grantee to maintain the easements granted herein and to protect the facilities and improvements which may be installed therein.

The Grantor, including its successors and assigns, shall not allow any building, structure, or any other obstruction to be constructed or placed upon any portion of the Permanent Easement. The Grantor reserves the use of the Permanent Utility Easement area to the extent not inconsistent with this grant of Easement.

In the event the design of the District's sanitary sewer system calls for a neighboring property to connect to the District's sanitary system by crossing the Grantor's Real Estate or a neighboring property's connection in fact crosses the Grantor's Real Estate, the Grantor hereby includes such neighboring property owner, its successors or assigns, as an additional Grantee under this grant of Easement, with all the rights and responsibilities therein.

The Grantor warrants and represents that Grantor is the fee simple owner of the Real Estate and the person or persons executing this Easement on behalf of Grantor represent and warrant that they are fully empowered to execute and deliver this Easement.

IN WITNESS WHEREOF, THE GRANTOR HAS EXECUTED THIS INSTRUMENT THIS 11
DAY OF October, 2002.

Signed: Virginia E. Kite
Printed: VIRGINIA E. KITE

Signed: _____
Printed: _____

STATE OF INDIANA)
) SS:
COUNTY OF STEUBEN)

Before me, a Notary Public in and for said County and State, personally appeared Virginia E. Kite, who acknowledged the execution of the foregoing on behalf of said Grantor, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 11 day of October, 2002.

Signature: _____
Printed: _____

Lisa A. Hankey
LISA A. HANKEY

Notary Public

My Commission Expires: 9-13-08
Resident of Steuben County



IN WITNESS WHEREOF, THE GRANTOR HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2002.

Signed: _____
Printed: _____

Signed: _____
Printed: _____

STATE OF INDIANA)
) SS:
COUNTY OF STEUBEN)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing on behalf of said Grantor, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this ____ day of _____, 2002.

Signature: _____
Printed: _____

Notary Public

My Commission Expires: _____
Resident of _____ County

IN WITNESS WHEREOF, the Grantee has caused this instrument to be executed in its corporate capacity by its duly qualified and acting President, David M. Boudia, who says that he is the duly qualified and acting President of the Board of Trustees of the Steuben Lakes Regional Waste District, Steuben County.

Signed this 19th day of October, 2002.

STEUBEN LAKES REGIONAL WASTE DISTRICT

David M. Boudia
David M. Boudia, District President

ATTEST:

James C. Kidd
Secretary
JAMES C KIDD
STATE OF INDIANA)
COUNTY OF STEUBEN) SS:

Before me, a Notary Public in and for said County and State, personally appeared David M. Boudia, President of the Board of Trustees of the Steuben Lakes Regional Waste District, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 19th day of October, 2002.
Diane S. Graham
Notary Public, State of Indiana
Steuben County
My Commission Expires Dec. 28, 2007

Signature: Diane S. Graham
Printed: _____ Notary Public

My Commission Expires: _____
Resident of _____ County

Return Original to: John J. Wernet, Attorney at Law, MILLER CARSON BOXBERGER & MURPHY, LLP,
1400 One Summit Square, Fort Wayne, Indiana 46802.

This document prepared by John J. Wernet, Attorney at Law, MILLER CARSON BOXBERGER & MURPHY, LLP, 1400 One Summit Square, Fort Wayne, Indiana 46802, (260) 423-9411.

#10322

Deed Record 229 Page 18

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

Mail tax bills to:

Tax Key No. _____

6178 SR 65 R21
Leipsic Ohio 45656

WARRANTY DEED

This indenture witnesseth that James A. Leshar and Marilyn Leshar, husband and wife, each over the age of eighteen (18) years

of Steuben County in the State of Indiana

Convey and warrant to Virginia E. Kite, over the age of eighteen (18) years

of Steuben County in the State of Indiana
for and in consideration of Ten Dollars (\$10.00) and Other Good and Valuable Consideration the receipt whereof is hereby acknowledged, the following Real Estate in Steuben County in the State of Indiana, to wit:

Lots 8, 9, 8B and 9B in the recorded plat of St. George by the Lake Estates.

This description taken from a survey executed by E.H. Doyle, RLS # 8700109, State of Indiana, original survey dated June 28, 1990 and recertified July 30, 1991, Job No. 6-90-2510-7-91.

Subject to all covenants, restrictions, reservations, rights of way, easements, taxes, assessments, conditions, and rights appearing of record; subject to any state of facts that an accurate survey would show.

Taxes: Buyer to assume real estate taxes due and payable with this installment due Spring, 1992.

Possession: Date of closing.

RECEIVED FOR RECORD
AT 3:20 O'CLOCK P.M.
RECORD NO 229 PAGE 18
AUG 12 1991

Mary Jane Anderson
Recorder, Steuben County

ENTERED FOR TAXATION
This 12th day of August 1991
Linda Hansen by J. Shores
Auditor of Steuben County, Indiana

State of Indiana, STEUBEN County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 12th day of August 19 91 personally appeared:

James A. Leshar and Marilyn Leshar, husband and wife, each over the age of eighteen (18) years

Dated this 12th Day of August 19 91

James A. Leshar
James A. Leshar

Marilyn Leshar
Marilyn Leshar

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires 7-13 1993

Louise A. Benson-Linn
LOUISE A. BENSON-LINNE Notary Public

Resident of Steuben County.

PAMELA ADAMS COLEMAN 4P
STEUBEN COUNTY RECORDER

CC Date 11/21/2002 Time 09:10:58

02111010

Page 4 of 4

EXHIBIT A