



ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: Metropolitan Title of Indiana, LLC
Issuing Office: 9604 Coldwater Road, Suite 105, Fort Wayne, IN 46825
Issuing Office File Number: 4035-288625
Property Address: 1834 Clover Lane, Allen County, IN 46808
Revision Number:



SCHEDULE A

1. Commitment Date: July 23, 2026 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Homeowner's (Eagle) Policy
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$500.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Standard Loan Policy
Proposed Insured: TBD - Lender, its successors and/or assigns that are defined as an insured in the Conditions of the policy, as their interests may appear
Proposed Amount of Insurance: \$500.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

TDM Rental Properties, LLC
5. The Land is described as follows:

Situated in the County of Allen, State of Indiana, is described as follows:

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First American

**Commitment for Title Insurance
Indiana - 2021 v. 01.00 (07-01-2021)**

Lot Numbers 48 and 49, in Block 3, in Plat A of North Highlands Addition to the City of Fort Wayne, as recorded in Plat Cabinet 10, pages 56-57, in the Office of the Recorder of Allen County, Indiana.

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Form 50115218 (8-11-22)

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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. Note: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
6. Indiana state law, effective July 1, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.

If a prohibited foreign entity or person is a party to this transaction, the Company must be notified in writing. The Company will not knowingly close or insure a transaction that violates the referenced state law.

7. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
8. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
9. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
10. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.

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11. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
12. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
13. Note: Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. Residential transactions, the closing protection letters are mandatory and must be issued to each party.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Easements or claims of easements, not recorded in the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not recorded in the Public Records.
6. Any reappraisal, adjustment, and/or escape taxes which may become due by virtue of any action of the Tax Assessor, Tax Collector, or Board of Equalization.
7. Taxes or special assessments which are not shown as existing liens by the Public Records.
8. All taxes for the year (year of closing) and subsequent years, which are liens, but are not yet due and payable.
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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10. Real estate taxes assessed for the year 2025 are due in two installments payable May 10, 2026 and November 10, 2026:

Parcel No.: 02-07-34-376-018.000-074

May Installment of \$2,083.80 shows paid

November Installment of \$2,083.80 shows unpaid

Tax Year:	Current Year 2025 due 2026
Land:	\$47,300.00
Improvements:	\$137,900.00
Homeowners Exemption:	\$0.00
Supplemental Homestead:	\$0.00
Other Exemption:	\$11,112.00 (2% Deduction)

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2026 due in May and November, 2027.

11. Submit to the Company the Operating Agreement, including any amendments thereto, of TDM Rental Properties, LLC, and the Certificate from the appropriate office in its state of domicile evidencing proper filing of the Articles of Organization.

The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.

12. If the Articles of Organization do not appoint a Manager, the Company requires a resolution signed by all members approving the execution of the Limited Liability Company Warranty Deed or Mortgage and appointing an individual to sign the Limited Liability Company Warranty Deed or Mortgage.
13. Rights of tenants, if any, under any unrecorded leases.
14. Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in Document recorded as Plat Record 10, pages 56-57, and in Deed Book 284, pages 192-193.
15. Exception is made to potential Barrett Law Assessments not yet confirmed as of the date of this search. The Barrett Law Office should be contacted for further information at (260) 427-1105.
16. Charges or assessments, if any, described herein, by reason of the establishment and creation of the Homeowners Association.

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NOTE: For informational purposes only and same to be omitted from the final policy, when issued:

The following are the vesting deed of record and all of the deeds, if any, affecting the Land recorded within 36 months preceding the Commitment Date hereof:

VESTING DEED

Grantor:	Thomas A. Meyer and Debra A. Meyer, husband and wife
Grantee:	TDM Rental Properties, LLC
Date of Recording:	September 9, 2024
Recorded:	Instrument No. 2024044785
Grantor:	Gary M. Morris and Mia M. Morris, husband and wife
Grantee:	Thomas A. Meyer and Debra A. Meyer, husband and wife
Date of Recording:	June 20, 2007
Recorded:	Instrument No. 207034697

NOTE: The final Loan Policy will include the following Endorsements upon compliance with the Company's issuing standard:

Restrictions, Encroachments, Minerals - Loan Policy Endorsement (ALTA 9)
Environmental Protection Lien Endorsement (ALTA 8.1)

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RECORDED

Jul. 28 1923 3.15 P.M.

Georgia H. Blume

RECORDER ALLEN
COUNTY INDIANA

For certificate see Rec. 330 Page 476
For instructions see Rec. 284 Page 192 and Rec. 330 Page 93

DULY ENTERED FOR TAXATION

July 28 1923

John H. Johnson

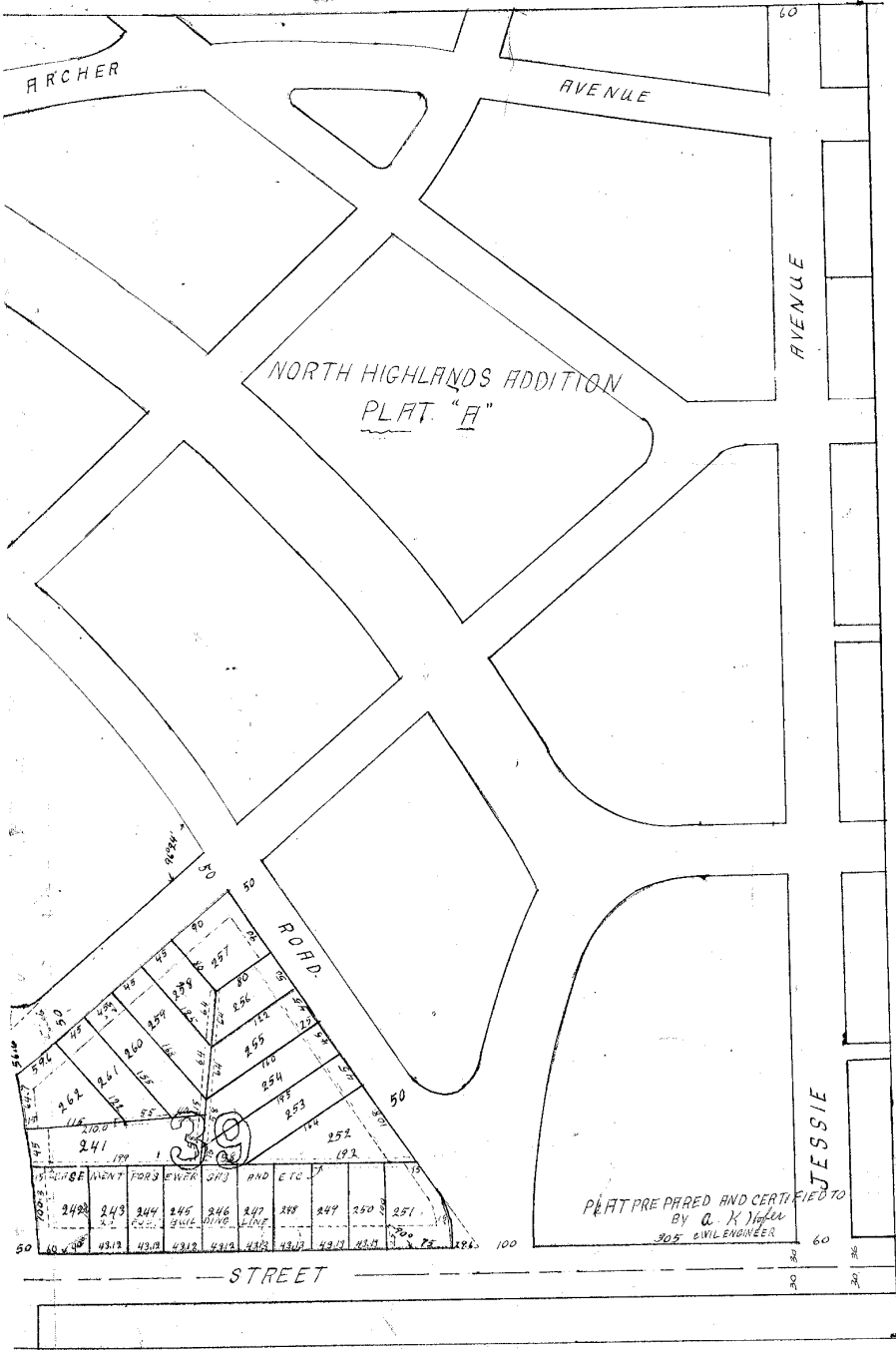
AUDITOR ALLEN
COUNTY INDIANA

APPROVED
BOARD OF PUBLIC WORKS

John B. Kochs

Otto Bemp

Jesse Brosius
BOARD OF PUBLIC WORKS



NORTH HIGHLANDS ADDITION
TO THE CITY OF FORT WAYNE, PLAT A

MARGARET V. HAMILTON,
KATHERINE HAMILTON, JESSIE HAMILTON AND
AGNES HAMILTON, ALL UNMARRIED;
ALLEN HAMILTON WILLIAMS, AND
CREIGHTON H. WILLIAMS, HEIRS OF
MARY HAMILTON WILLIAMS, DECEASED;
MARGARET WAGENHALS, UNMARRIED KATHERINE H.
WAGENHALS UNMARRIED, HERBERT
H. WAGENHALS, MILDRED H. WAGENHALS, UNMARRIED
HILDEGARDE H. WAGENHALS, UNMARRIED HEIRS
OF ELLEN HAMILTON WAGENHALS, DECEASED,

BEING THE OWNERS OF BLOCKS 1, 2, 3, 10, 11, 12, 13, 14, 19, 20, 21 AND 39
IN NORTH HIGHLANDS ADDITION TO THE CITY OF FORT WAYNE, INDIANA,
AS RECORDED IN PLAT BOOK 9, PAGE 22 IN THE OFFICE OF THE RECORDER
OF ALLEN COUNTY, INDIANA, DO HEREBY SUBDIVIDE AND REPLAT THE
SAID BLOCKS, ACCORDING TO THE PLAN HEREIN SET FORTH, TO BE
KNOWN AS NORTH HIGHLANDS ADDITION PLAT A.

THE BLOCKS IN FORM AND DIMENSION AND THE STREETS ARE IDENTICAL
WITH THOSE OF THE PLAT OF NORTH HIGHLANDS ADDITION AFORESAID.
AND THE LOTS ARE NUMBERED CONSECUTIVELY FROM 1 UPWARD
TO 262 INCLUSIVE.
THE AFORESAID OWNERS FURTHER CREATE AND ESTABLISH IN, ALONG
AND UNDER THE REAR 3 FEET OF EACH AND EVERY LOT IN SAID
PLAT A; ALSO IN, ALONG AND UNDER THE 3 FEET ADJACENT TO SUCH
LOT LINES AS ALSO FORM THE REAR LINE OF ADJOINING LOTS, AND ALSO IN,
ALONG AND UNDER THE 3 FEET ON EACH SIDE OF THE LOT LINES BE-
TWEEN LOTS 16 AND 17 IN BLOCK NO. 1; 93 AND 94 IN BLOCK NO. 11; 86
AND 87 IN BLOCK NO. 11; 103 AND 122 IN BLOCK NO. 12; 113 AND 114 IN BLOCK
NO. 12; AN EASEMENT FOR THE PURPOSE OF LOCATING, CONSTRUCTING AND
MAINTAINING A LINE OF SEWER, ELECTRIC CONDUITS POLE LINES AND WATER
LINES, AND GAS LINES.

Margaret V. Hamilton
Jessie Hamilton
Agnes Hamilton
Allen Hamilton-Williams
Creighton H. Williams
Katherine H. Wagenhals
Katherine Hamilton
Herbert H. Wagenhals
Mildred H. Wagenhals
Margaret H. Wagenhals
Hildegard H. Wagenhals

STATE OF INDIANA, COUNTY OF ALLEN, SS:
BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON
THIS 6th DAY OF March, 1923, APPEARED IN PERSON THE AFORESAID
MARGARET V. HAMILTON, KATHERINE HAMILTON AND JESSIE HAMILTON, ALL
UNMARRIED, AND CREIGHTON H. WILLIAMS, ALL OVER 21 YEARS OF AGE, AND
ACKNOWLEDGED THEIR VOLUNTARY EXECUTION OF THIS PLAT.

My commission expires June 24 - 1924
NOTARY SEAL
Gertrude Konech
NOTARY PUBLIC

STATE OF NEW YORK, NEW YORK COUNTY, SS:
BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS
14 DAY OF APRIL, 1923, APPEARED MARGARET H. WAGENHALS, UNMARRIED
AND OVER 21 YEARS OF AGE, AND ACKNOWLEDGE THE VOLUNTARY EXEC-
UTION OF THIS PLAT.

My Commission expires, ---
Notary Public, New York County No. 404
Registers No. 4355
Term expires March 30, 1924
Sol. Kirsch
NOTARY PUBLIC
NOTARY SEAL

STATE OF CALIFORNIA, San Diego COUNTY, SS:
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON
THIS 24 DAY OF MAY 1923, APPEARED KATHERINE WAGENHALS AND
HILDEGARDE H. WAGENHALS, ALL UNMARRIED AND OVER 21 YEARS OF AGE
AND ACKNOWLEDGE THEIR VOLUNTARY EXECUTION OF THIS PLAT.

My commission expires
June 16, 1925
NOTARY SEAL
H. M. Cayce,
NOTARY PUBLIC

STATE OF INDIANA, DEARBORN COUNTY, SS:
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON
THIS 12th DAY OF April, 1923, APPEARED MILDRED H. WAGENHALS,
UNMARRIED AND OVER 21 YEARS OF AGE, AND ACKNOWLEDGE THE EXE-
CUTION OF THIS PLAT.

My commission expires, Ellwell E. Davies
January 3rd 1927
NOTARY PUBLIC
NOTARY SEAL

STATE OF PENNSYLVANIA, COUNTY WESTMORELAND, SS:
BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS
10th DAY OF April, 1923, APPEARED HERBERT WAGENHALS, AND
ACKNOWLEDGE THE EXECUTION OF THIS PLAT.

My commission expires
Mar. 6 1927
NOTARY PUBLIC
NOTARY SEAL
Laura Egan

STATE OF CALIFORNIA, SANTA BARBARA COUNTY, SS:
BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS seventh
DAY OF May, 1923, APPEARED ALLEN HAMILTON WILLIAMS, AND ACKNOWLEDGED
EXECUTION OF THIS PLAT.
NOTARY SEAL
My Commission expires, ---
Paul S. Sweetser
NOTARY PUBLIC
NOTARY PUBLIC IN AND FOR THE COUNTY OF SANTA BARBARA, STATE OF
CALIFORNIA
My Commission expires September 20 1923

STATE OF PENNSYLVANIA, PHILADELPHIA COUNTY, SS:
BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS 25th
DAY OF April, 1923, APPEARED AGNES HAMILTON, UNMARRIED AND OVER
THE AGE OF TWENTY-ONE YEARS, AND ACKNOWLEDGED THE EXECUTION OF
THIS PLAT.
NOTARY SEAL
Francis J. Morrissey
NOTARY PUBLIC
NOTARY PUBLIC
My Commission expires March 6, 1927

A. K. HOFER, UNDERSIGNED, A CIVIL ENGINEER REGISTERED AS PROVIDED IN AN ACT
OF THE 72ND GENERAL ASSEMBLY OF THE STATE OF INDIANA, HEREBY CERTIFIES
THAT THE PLAT HEREIN SHOWN IS CORRECT IN FORM AND DIMENSION AND IN FULL
ACCORDANCE WITH THE SURVEY BY HIM COMPLETED THIS 8 DAY OF MARCH, 1923.

OFFICIAL SEAL

A. K. Hofer
CIVIL ENGINEER.

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This Indenture witnesseth, That, Margaret V. Hamilton, Katherine Hamilton, Jessie Hamilton, Agnes Hamilton, all unmarried and over the age of 21 years; Allen Hamilton Williams and Marian Walker Williams, his wife, Creighton H. Williams and Julia M. Hanna Williams, his wife, said Williams brothers being the sole heirs of Mary Hamilton Williams, deceased, intestate; and Margaret H. Wagenhals, Katherine H. Wagenhals, Mildred H. Wagenhals and Hildegard H. Wagenhals, all unmarried and over the age of 21 years, and Herbert H. Wagenhals and Jessie Orr Wagenhals, his wife, being the sole heirs of Ellen Hamilton Wagenhals, deceased, intestate, Convey and warrant to the First National Bank of Fort Wayne, Trustee, of Allen County, in the State of Indiana, for and in consideration of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, the following described Real Estate in Allen County in the State of Indiana, to-wit:

All of the tract of land known as Plat A. of North Highlands Addition according to the plat thereof recorded in Volume 10 of the Plat Records in the office of the Recorder of said County at pages 56 and 57; and all of the lots and land included in said Plat A., being lots numbered one to Two Hundred and Sixty-two (1 to 262) inclusive.

Excepting from the warranty hereof and subject to the following covenants, agreements, easements, restrictions; conditions and limitations, all of which it is hereby covenanted and agreed shall be binding upon the grantee, its successors, grantees and assigns and upon all the lots and land included in said Plat A, to-wit:

1. No intoxicating liquors shall be sold on said premises.
2. All lots shall be uses for residential purposes only.
3. No Residence shall be erected or maintained on any lot on Gertrude Avenue, which shall cost less, exclusive of outbuildings and garages, than Thirty-five Hundred Dollars. No Residence shall be erected or maintained on any other street in said Addition costing less than four thousand Dollars; nor shall there ever be constructed or maintained more than one dwelling house on any one lot in said Addition.
4. Any building that may be erected, exclusive of open porches or verandas, shall be built back of the building lines that have been established on the recorded plat of said Addition and not nearer any street than the building line so established thereon. The grade of every lot will be determined by said Trustee, grantee herein, and must be conformed to in the erection of all buildings. No stables or other buildings except residences shall be erected on any part of any of said lots except private garages, without the written consent of the said Trustee. No fences shall be constructed upon any lot nearer to the front property line than the building line of said lot, nor shall any bill boards or any other advertising signs or devices be erected on any lot; any fence erected shall be not more than four feet in height. Free or open spaces shall be left on every lot except corner lots, on both sides of every residence erected thereon; no part of any residence except open porches, stoops or open verandas or bays, shall encroach on these free spaces. The average width of such free or open space required on each side of any residence on any lot, shall be not less than ten (10%) per cent. of the width of such lot.
5. All lots in the Addition shall be subject to easements reserved, in over, along and under the rear three feet of each and every lot; also in, over, along and under the three feet adjacent to such lot lines as also form part of the rear line of adjoining lots; and also in, over, along and under the three feet on each side of the lot lines between lots 16 and 17, in Block No. 1; lots 93 and 94, and lots 86 and 87 in Block No. 11; lots No. 103 and 122 in Block No. 12; lots No. 113 and 114 in Block No. 12; which said easements are for any and all of the

following purpose; For the ^{er}rection, construction and maintenance of poles, wires and conduits and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other purposes; also for the construction and maintenance of drains, sewers, pipe lines for supplying gas, water and heat. The Trustee and any municipal public or quasi public corporation, engaged in supplying any one or more of the above utilities, will have the right to enter upon said strips of land for any purpose for which said easements or rights of way are reserved.

6. All restrictions and conditions herein contained shall be valid and binding and continue in force for fifteen years from August 1st, 1923; Provided, however, that such conditions and restrictions, or any of them, may be changed, or abolished in any or all particulars by the then owners of the lots in said Addition whenever two thirds of the resident owners shall unite in signing and executing an agreement or resolution to that effect; Provided further that such signers shall number not less than fifty (50), which agreement or resolution shall, upon being recorded in the proper records in the Recorder's office of Allen County, Indiana, be valid and binding upon the Trustee and owners and successors in ownership of all of said lots and upon all other persons. Nothing in this paragraph shall be construed as applied in any manner to the easements and rights of way reserved as above set forth in Paragraph 5.

The said covenants, agreements, easements, restrictions, conditions and limitations are for the mutual benefit and protection of the owners present and future of any and all lots in said Plat A, and they shall run with and bind the land and enure to the benefit of and be enforceable by said Trustee, or by the owner, or owners of any lot or lots in said Plat A, their respective legal representatives, heirs, successors, grantees and assigns, and shall give a cause of action for damages and injunctive relief, but shall not give the right of re-entry; and shall not affect the interest of any person holding a lien upon said premises except for the violation thereof after such lien shall have ripened into a possessory title.

It is hereby agreed and understood that no purchaser or purchasers from said Trustee of any lot or lots in said Plat A shall be required to look to said Trustee's application of the proceeds of any such sale or sales.

In Witness Whereof, the said Margaret V. Hamilton, Katherine Hamilton, Jessie Hamilton, Agnes Hamilton, Allen Hamilton Williams and Marian Walker Williams, his wife, Creighton H. Williams and Julia M. Hanna Williams, his wife, Margaret H. Wagenhals, Katherine H. Wagenhals, Mildred H. Wagenhals, Hildegard E. Wagenhals, Herbert H. Wagenhals and Jessie Orr Wagenhals, his wife, have hereunto set their hands and seals this 31st day of July, 1923.

Margaret V. Hamilton

Julia M. Hanna Williams

Katherine Hamilton

Margaret H. Wagenhals

Jessie Hamilton

Mildred H. Wagenhals

Agnes Hamilton

Herbert H. Wagenhals

Allen Hamilton Williams

Jessie Orr Wagenhals

Marian Walker Williams

Katherine E. Wagenhals

Creighton H. Williams

Hildegard E. Wagenhals

State of Indiana, Dearborn County, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 10th day of August 1923, personally appeared Margaret V. Hamilton, Mildred H. Wagenhals and Margaret H. Wagenhals, all unmarried and over the age of 21 years, Grantors in the above conveyance, and acknowledged the same to be their voluntary act and deed, for