

Alliance Title, Inc.

129 S. 9th St., Richmond, IN 4737

765-966-3333

Title Report

File Number: AT25041

Property Address: 1656 N. Symonds Creek Road, Cambridge City, IN 47327

Prepared For: Sherman E. Stockton

Search Report Dated: February 27, 2025

Property Derivation: Quit Claim Deed to Kenneth E. Stockton, recorded December 30, 2003, at Instrument Number 2003020997, in the Wayne County Records.

*******PROPERTY WAS SOLD AT TAX SALE ON 10-11-24, NOT REDEEMED AS OF 02-27-25,**

PER THE WAYNE COUNTY AUDITORS OFFICE. NOTE: Paid Off in 2025 Per Seller

Unsatisfied Mortgages: Mortgage from Kenneth E. Stockton to First Merchants Bank, National Association, in the original amount of \$268,600.00, dated March 14, 2013, and recorded March 21, 2013, at Instrument number 2013002434 in the Wayne County, Indiana records. NOTE: Paid Off in 2025 per Seller

Tax Information: Taxes for the year 2023 payable 2024 Tax Parcel No: 89-08-08-000-406.000-015, Assessed Valuation \$258,900.00, Exemptions \$83,625.00, First Installment \$1,644.63 Paid, Second Installment \$1,644.63 Paid

Legal Description: See Attached Exhibit "A"

Judgments and Liens: Kenneth E, Stockton, none found of record at this date and time.

Limitation of Liability for Informational Report:

IMPORTANT - READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN

CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT ALLIANCE TITLE / FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT

ALLIANCE TITLE / FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. ALLIANCE TITLE / FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

EXHIBIT "A"

Legal Description

The East 10 acres off of the North Half of the Southeast Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING and amount of acreage therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70, more or less.

The North Half of the Southeast Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING 14.598 acres therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70, and containing after said exception 65.402 acres, more or less.

EXCEPTING therefrom the East 10 acres off of the North Half of the Southeast Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING an amount of acreage therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70, more or less.

ALSO: The North Half of the East Half of the Southwest Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING 7.03 acres therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70, and containing after said exception 32.97 acres, more or less.

Except an easement appurtenant to these 65.402 acres and 32.97 acres, an easement for ingress and egress over and across the 10 acre exception described above, recorded February 25, 1999 as described in Instrument No. 1999002653.

(Commonly known as 1656 N. Symonds Creek Road, Cambridge City, IN 47327)

Deborah Reah
Wayne County Recorder
IN 2003020997 QCD
12/30/2003 12:46:17 2 PGS
Filing Fee: \$16.00

QUIT CLAIM DEED

16.0 pub

THIS INDENTURE WITNESSETH, That

Kenneth E. Stockton and Virginia L. Stockton, Husband and Wife

of Wayne County, in the State of Indiana,

Release and Quit-Claim to

Kenneth E. Stockton, an Adult

of Wayne County, in the State of Indiana, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the following described Real Estate in Wayne County, in the State of Indiana, to-wit:

See Attached Legal Description

24-08-000-305.000-10 (32.97A)
24-08-000-406.000-10 (65.402A)

SEND TAX STATEMENT TO:

Kenneth E. Stockton
1656 Symonds Creek Road
Cambridge City, Indiana 47327

Subject of easements, restrictions, and rights of way of record.

In Witness Whereof the said Kenneth E. Stockton and Virginia L. Stockton, Husband and Wife have hereunto affixed their name and seal, this 19th day of December, 2003.

Kenneth E. Stockton
Kenneth E. Stockton

Virginia L. Stockton
Virginia L. Stockton

State of Indiana
County of Wayne SS:

Before me, the undersigned, a Notary Public in and for said County, this 19 day of Dec, 2003, came Kenneth E. Stockton and Virginia L. Stockton, Husband and Wife and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

Teresa Libby
Notary Public Teresa Libby

(Seal)



My commission expires: 4-14-2008
Resident of: Henry Co.

This Instrument prepared by: Gregory W. LeMaster, Attorney at Law

LEGAL DESCRIPTION

The East 10 acres off of the North Half of the Southeast Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING an amount of acreage therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70, more or less.

The North Half of the Southeast Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING 14.698 acres therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70, and containing after said exception 65.402 acres, more or less.

EXCEPTING therefrom the East 10 acres off of the North Half of the Southeast Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING an amount of acreage therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70, more or less.

ALSO: The North Half of the east Half of the Southwest Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING 7.03 acres therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70, and containing after said exception 32.97 acres, more or less.

Except an easement appurtenant to these 65.402 acres and 32.97 acres, an easement for Ingress and egress over and across the 10 acre exception described above, recorded February 25, 1999 as described in Instrument No. 1999002653.

Duty entered for
taxation this

DEC 30 2003

Christopher H. Beeson
AUDITOR of WAYNE COUNTY

RECORDED DEC 30 2003 DEBORAH RESH, R.W.C.

1999002653

99 FEB 25 PM 12:30

37

WAYNE COUNTY RECORDER

RECEIVED FOR RECORD

THE 25 DAY OF Feb

WARRANTY DEED

A.D. 1999 At 12:30 O'clock P M

INST. # 1999002653

AL DILLON
RECORDER OF WAYNE CO IND

9.0 KTA

THIS INDENTURE WITNESSETH, That

MARY ELLEN COLE, AN ADULT

of WAYNE County, in the State of Indiana,

Convey and Warrant to

KENNETH E. STOCKTON AND VIRGINIA L. STOCKTON, HUSBAND AND WIFE

of HENRY County, in the State of Indiana, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, in the following described Real Estate in WAYNE County, in the State of Indiana, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO the real estate taxes for the Fall of 1998, due and payable in the Fall of 1999, and all subsequent taxes which the Grantees herein assume and agree to pay.

SUBJECT TO Grantor's right of possession for sixty (60) days.

Subject to easements, restrictions, and rights of way of record.

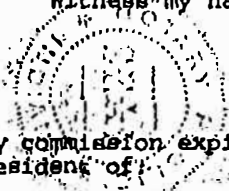
In Witness Whereof the said MARY ELLEN COLE, AN ADULT, has hereunto affixed her name and seal, this 18th day of February, 1999.

Mary Ellen Cole
MARY ELLEN COLE

State of Indiana, HENRY County, SS:

Before me, the undersigned, a Notary Public in and for said County, this 18th day of February, 1999, came MARY ELLEN COLE, AN ADULT, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.



Marilyn N. Kendall (Seal)
Notary Public

My commission expires:
Resident of:

Marilyn N. Kendall
Notary Public, State of Indiana
Henry County
My Commission Expires 12/10/00

This instrument prepared by: ROBERT J. OSLANEY, ATTORNEY AT LAW.

SEND TAX STATEMENTS TO: KENNETH E. STOCKTON AND VIRGINIA L. STOCKTON

615 Vine St
New Castle Ind 47362

Cole to Stockton:

EXHIBIT A

The East 10 acres off of the North Half of the Southeast Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING an amount of acreage therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70, more or less.

24-08-000 406.000-10

The North Half of the Southeast Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING 14.598 acres therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70, and containing after said exception 65.402 acres, more or less.

EXCEPTING therefrom the East 10 acres off of the North Half of the Southeast Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING an amount of acreage therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70, more or less.

24-08-000-305.000-10
ALSO: The North Half of the east Half of the Southwest Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING 7.03 acres therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70, and containing after said exception 32.97 acres, more or less.

And as further security for the payment of the debt above described, the mortgagor mortgages and grants to the mortgagee, his heirs and assigns, as an easement appurtenant to these 65.402 acres and 32.97 acres, an easement for ingress and egress over and across the 10 acre exception described above.

Duly entered for taxation this 25th
day of February 1999
Christopher B. Bason
AUDITOR OF WAYNE COUNTY

RECORDED FEB 25 1999 ALDILLON, R.W.C 12:30 P.M.

2013002434 MORTGAGE \$40.00
03/21/2013 10:31:10A 14 PGS
Debra S Tiemann
Wayne County Recorder IN
Recorded as Presented

40.00 FMP

RECORDATION REQUESTED BY:

First Merchants Bank, National Association
Middletown Branch
790 W. Mill Street
Middletown, IN 47356

WHEN RECORDED MAIL TO:

First Merchants Bank
ATTN: Loan Operations - Documents
P. O. Box 7011
Muncie, IN 47308

MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$268,600.00.

THIS MORTGAGE dated March 14, 2013, is made and executed between Kenneth E. Stockton, an adult, whose address is 1656 N Symonds Creek Rd, Cambridge City, IN 47327-9714 (referred to below as "Grantor") and First Merchants Bank, National Association, whose address is 790 W. Mill Street, Middletown, IN 47356 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Wayne County, State of Indiana:

The East 10 acres off of the North Half of the Southeast Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING an amount of acreage therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70, more or less.

**MORTGAGE
(Continued)**

Page 2

The North Half of the Southeast Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING 14.598 acres therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70, and containing after said exception 65.402 acres, more or less.

EXCEPTING therefrom the East 10 acres off of the North Half of the Southeast Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING an amount of acreage therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70, more or less.

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Except an easement appurtenant to these 65.402 acres and 32.97 acres, an easement for Ingress and egress over and across the 10 acre exception described above, recorded February 25, 1999 as described in Instrument No. 1999002653.

The Real Property or its address is commonly known as 1656 N Symonds Creek Rd, Cambridge City, IN 47327. The Real Property tax identification number is 010-00139-00; 010-00139-01.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

As more fully described in this mortgage, the Property includes: (a) all extensions, improvements, substitutes, replacements, renewals, and additions to any of the property described; (b) all rents, proceeds, income, and profits from any of the other property described; and (c) all awards, payments, or proceeds of voluntary or involuntary conversion of any of the property described, including insurance, condemnation, tort claims, and other obligations dischargeable in cash.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future obligations and advances which Lender may make to Grantor, together with all interest thereon, whether such future obligations and advances arise under the Note, this Mortgage or otherwise. This Mortgage also secures all modifications, extensions and renewals of the Note, the Mortgage, or any other amounts expended by Lender on Grantor's behalf as provided for in this Mortgage.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

MORTGAGE
(Continued)

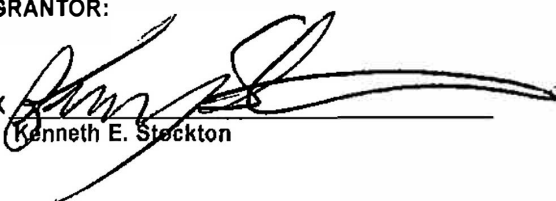
Page 13

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X 
Kenneth E. Stockton

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF HENRY

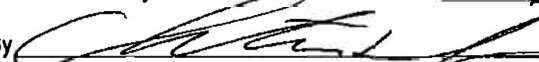


CHRISTINA R. PROVOST
Resident of Henry County

My Commission Expires: January 10, 2019

On this day before me, the undersigned Notary Public, personally appeared Kenneth E. Stockton, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14 day of March, 2013.

By  Residing at HENRY

Notary Public in and for the State of IN My commission expires Jun 10, 2019

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (Amanda Smith, Documentation Specialist I).

This Mortgage was prepared by: Amanda Smith, Documentation Specialist I

RECORDING PAGE

LASER PRO Lending, Ver. 12.4.10.003 Copr. Harland Financial Solutions, Inc. 1997, 2013. All Rights Reserved. - IN P:\CFILPL\G03.FC TR-24904 PR-99

RECORDED MAR 21 2013 DEBRA S. TIEMANN, R.W.(

NOTICE OF INTENT TO BUILD A PRIVATE HOME, ADDITION AND/OR ACCESSORY STRUCTURE FOR MY OWN OCCUPANCY/USE

Under the provisions of the Wayne County Building Code and IC 36-7-8-3 an individual building a private home, addition and/or accessory structure for his/her own occupancy/use may be exempt from a building permit.

Name of Owner: KENNETH STOCKTON Project: Front Porch, Family Room, Sun Room, Back Porch
(PLEASE PRINT OR TYPE)
 Location of project: 1656 Symonds Creek Rd Cambridge City IN 47127
Number Street name City State Zip
 Map No.: 24-08-000-406,000-16 Township: JACKSON

PLEASE CHECK ALL PHASES OF CONSTRUCTION WHICH YOU WILL BE PERFORMING YOURSELF:

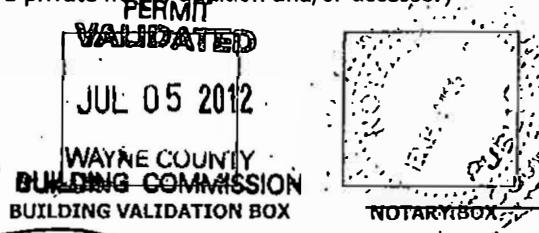
<input checked="" type="checkbox"/> EXCAVATION	<input checked="" type="checkbox"/> FOOTING	<input checked="" type="checkbox"/> FOUNDATION
<input checked="" type="checkbox"/> BACKFILL AND ROUGH GRADE	<input type="checkbox"/> INSTALL ELECTRIC SERVICE	
<input checked="" type="checkbox"/> FRAMING	<input type="checkbox"/> CONCRETE SLAB	<input checked="" type="checkbox"/> ROOFING
<input checked="" type="checkbox"/> EXTERIOR WALL COVERING	<input checked="" type="checkbox"/> ELECTRICAL(ROUGH-IN)	<input type="checkbox"/> HVAC
<input type="checkbox"/> PLUMBING(ROUGH-IN)	<input checked="" type="checkbox"/> INSULATION	<input checked="" type="checkbox"/> HANG DRYWALL
<input checked="" type="checkbox"/> FINISH DRYWALL	<input checked="" type="checkbox"/> PAINT	<input checked="" type="checkbox"/> INTERIOR TRIM
<input checked="" type="checkbox"/> FINAL ELECTRICAL	<input type="checkbox"/> FINAL PLUMBING	<input checked="" type="checkbox"/> FINAL GRADING

2012006001 BPE \$0.00
 07/20/2012 10:07:23A 4 PGS
 Debra S Tiemann
 Wayne County Recorder IN
 Recorded as Presented

I affirm as the builder of a private home, addition and/or accessory structure for my own occupancy/use:

- A. I am owner of the real estate upon which the structure is to be built. KS (Initial)
- B. I will NOT hire independent contractors to perform a substantial portion of the work. KS (Initial)
- C. The structure is not an industrialized building system or mobile structure certified under IC 22-15-4. KS (Initial)
- D. I understand that a building permit must be obtained prior to any work commencing by an independent contractor and inspections of that contractor's work will be performed by a Wayne County Building Inspector. KS (Initial)
- E. I have acquired an Improvement Location Permit to build the structure in accordance with the applicable Zoning Ordinance. KS (Initial)
- F. I have acquired a Residential Sewage Disposal System Permit from the Wayne County Health Department, if applicable. KS (Initial)
- G. I have acquired a Permit to Install a Driveway from the Wayne County Highway Department or Indiana State Highway Department, if applicable. N/A (Initial)
- H. This Notice is considered public record and will be available for inspection by Insurance Companies, Lending Institutions, potential buyers and others upon request. (Initial)
- I. I shall indemnify and save harmless Wayne County and its agents from any expense, claim, demand, suits, causes of action and damages by reason of my building a private home, addition and/or accessory structure for my own occupancy/use. KS (Initial)
- J. All answers herein are true and correct. KS (Initial)

COMMENTS:
An independent contractor performing plumbing must be licensed by the State of Indiana as required by IC 25-28-5.1-1



SIGNATURE OF OWNER: Kenneth E. Stockton DATE: 7-5-12
 Subscribed and sworn before me this 15th day of July, 2012.
 Notary Public: Clement Haskins Resident of Wayne County
 My Commission Expires: September 15, 2018.

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law - Laura K. Winchester."

**NOTICE OF INTENT TO BUILD A PRIVATE HOME, ADDITION AND/OR ACCESSORY
STRUCTURE FOR MY OWN OCCUPANCY/USE**

Under the provisions of the Wayne County Building Code and IC 36-7-8-3 an individual building a private home, addition and/or accessory structure for his/her own occupancy/use may be exempt from a building permit.

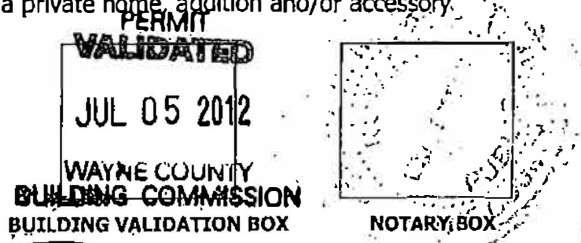
Name of Owner: Kenneth Stockton Project: Front Porch, Family Room, Sun Room, Back Porch
(PLEASE PRINT OR TYPE)
 Location of project: 1656 Simonds Creek Rd Cambridge City IN 47227
Number Street name City State Zip
 Map No.: 24-08-000-406,000-10 Township: Jackson

PLEASE CHECK ALL PHASES OF CONSTRUCTION WHICH YOU WILL BE PERFORMING YOURSELF:

<input checked="" type="checkbox"/> EXCAVATION	<input checked="" type="checkbox"/> FOOTING	<input checked="" type="checkbox"/> FOUNDATION
<input checked="" type="checkbox"/> BACKFILL AND ROUGH GRADE	<input type="checkbox"/> INSTALL ELECTRIC SERVICE	
<input checked="" type="checkbox"/> FRAMING	<input type="checkbox"/> CONCRETE SLAB	<input checked="" type="checkbox"/> ROOFING
<input checked="" type="checkbox"/> EXTERIOR WALL COVERING	<input checked="" type="checkbox"/> ELECTRICAL (ROUGH-IN)	<input type="checkbox"/> HVAC
<input type="checkbox"/> PLUMBING (ROUGH-IN)	<input checked="" type="checkbox"/> INSULATION	<input checked="" type="checkbox"/> HANG DRYWALL
<input checked="" type="checkbox"/> FINISH DRYWALL	<input checked="" type="checkbox"/> PAINT	<input checked="" type="checkbox"/> INTERIOR TRIM
<input checked="" type="checkbox"/> FINAL ELECTRICAL	<input type="checkbox"/> FINAL PLUMBING	<input checked="" type="checkbox"/> FINAL GRADING

- I affirm as the builder of a private home, addition and/or accessory structure for my own occupancy/use:
- A. I am owner of the real estate upon which the structure is to be built. KS (Initial)
 - B. I will NOT hire independent contractors to perform a substantial portion of the work. KS (Initial)
 - C. The structure is not an industrialized building system or mobile structure certified under IC 22-15-4. KS (Initial)
 - D. I understand that a building permit must be obtained prior to any work commencing by an independent contractor and inspections of that contractor's work will be performed by a Wayne County Building Inspector. KS (Initial)
 - E. I have acquired an Improvement Location Permit to build the structure in accordance with the applicable Zoning Ordinance. KS (Initial)
 - F. I have acquired a Residential Sewage Disposal System Permit from the Wayne County Health Department, if applicable. KS (Initial)
 - G. I have acquired a Permit to Install a Driveway from the Wayne County Highway Department or Indiana State Highway Department, if applicable. KS (Initial)
 - H. This Notice is considered public record and will be available for inspection by Insurance Companies, Lending Institutions, potential buyers and others upon request. KS (Initial)
 - I. I shall indemnify and save harmless Wayne County and its agents from any expense, claim, demand, suits, causes of action and damages by reason of my building a private home, addition and/or accessory structure for my own occupancy/use. KS (Initial)
 - J. All answers herein are true and correct. KS (Initial)

COMMENTS:
An independent contractor performing plumbing must be licensed by the State of Indiana as required by IC 25-28-5.1-1



SIGNATURE OF OWNER: Kenneth E. Stockton DATE: 7-5-12
 Subscribed and sworn before me this 5th day of July, 2012.
 Notary Public: Clement Haskins Resident of Wayne County
 My Commission Expires: September 15, 2018.

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law - Laura K. Winchester."

Deborah Reah
Wayne County Recorder
IN 2003020997 000
12/30/2003 12:48:17 2 PGS
Filing Fee: \$18.00

QUIT CLAIM DEED

16.0 p. 12

THIS INDENTURE WITNESSETH, That

Kenneth E. Stockton and Virginia L. Stockton, Husband and Wife

of Wayne County, in the State of Indiana,

Release and Quit-Claim to

Kenneth E. Stockton, an Adult

of Wayne County, in the State of Indiana, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the following described Real Estate in Wayne County, in the State of Indiana, to-wit:

See Attached Legal Description

24-08-000-305.000-10 (32.97A)
24-08-000-406.000-10 (65.402A)

SEND TAX STATEMENT TO:

Kenneth E. Stockton
1656 Symonds Creek Road
Cambridge City, Indiana 47327

Subject of easements, restrictions, and rights of way of record.

In Witness Whereof the said Kenneth E. Stockton and Virginia L. Stockton, Husband and Wife have hereunto affixed their name and seal, this 19th day of December, 2003.

Kenneth E. Stockton
Kenneth E. Stockton

Virginia L. Stockton
Virginia L. Stockton

State of Indiana
County of Wayne SS:

Before me, the undersigned, a Notary Public in and for said County, this 19 day of Dec, 2003, came Kenneth E. Stockton and Virginia L. Stockton, Husband and Wife and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal,

Teresa Libby (Seal)
Notary Public Teresa Libby



My commission expires: 4-14-2008
Resident of: Henry Co.

This instrument prepared by: Gregory W. LeMaster, Attorney at Law

LEGAL DESCRIPTION

The East 10 acres off of the North Half of the Southeast Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING an amount of acreage therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70, more or less.

The North Half of the Southeast Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING 14.598 acres therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70, and containing after said exception 65.402 acres, more or less.

EXCEPTING therefrom the East 10 acres off of the North Half of the Southeast Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING an amount of acreage therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70, more or less.

ALSO: The North Half of the east Half of the Southwest Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING 7.03 acres therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70, and containing after said exception 32.97 acres, more or less.

Except an easement appurtenant to these 65.402 acres and 32.97 acres, an easement for ingress and egress over and across the 10 acre exception described above, recorded February 25, 1999 as described in Instrument No. 1999002653.

Duly entered for
taxation this

DEC 30 2003

Christopher H. Beeson
AUDITOR of WAYNE COUNTY

RECORDED DEC 30 2003 DEBORAH RESH, R.W.C.

RECORDED JUL 20 2012 DEBRA S. TIEMANN, R.W.C.

008918

BOOK 177 PAGE 7

WAYNE COUNTY RECORDER

MEMORANDUM OF LEASE

'88 OCT 28 PM 2 55

This MEMORANDUM OF LEASE is made and entered into as of the 26th day of October, 1988, by and between WTG - WEST, INC. (formerly Williams Telecommunications Company), a Delaware corporation with principal offices in Tulsa, Oklahoma ("WTG"), and LITEL TELECOMMUNICATIONS CORPORATION, a Delaware corporation with principal offices in Worthington, Ohio ("LiTel").

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WTG does hereby LEASE AND LET unto LiTel the following pipeline for use as a telecommunications cable conduit:

An existing ten-inch (10") diameter pipeline extending from a point near Dublin, Indiana to a point near Indianapolis, Indiana, passing through Johnson County, Marion County, Shelby County, Hancock County, Rush County and Henry County in Indiana (the "Initial Pipeline Segment"), and an existing ten-inch (10") diameter pipeline extending from a point near Dublin, Indiana to a point near Spencerville Junction, Ohio, passing through Wayne County and Randolph County in Indiana and through Darke County, Mercer County, Auglaize County and Van Wert County in Ohio (the "Additional Pipeline Segment").

WTG does also hereby GRANT AND ASSIGN to LiTel the right to co-occupy the rights of way, easements, permits and licenses (the "Rights of Way") owned by WTG and attributable to the foregoing Initial Pipeline Segment and Additional Pipeline Segment, insofar as such rights are permitted and assignable under the terms of said Rights of Way, said Rights of Way, as

Witnesses:
Helli J. Courtt
Karlus J. Merrill

LITEL TELECOMMUNICATIONS CORPORATION
By: [Signature]
LARRY S. WOLFE
(Name - printed or typed)
Its: Chief Financial Officer

ATTEST:
By: [Signature]
JAMES D. HEFLINGER
(Name - printed or typed)
Its: Assistant Secretary

[Seal]



This Instrument Prepared By Steven Mixer, Attorney at Law

amended, located in Wayne County, Indiana being described on Exhibit A attached hereto.

TO HAVE AND TO HOLD unto LiTel, the Initial Pipeline Segment for a term of thirty years commencing September 19, 1986, and the Additional Pipeline Segment for a term of thirty years commencing October 8, 1986, all upon and subject to the terms set out in that certain Pipeline Lease Agreement dated the 19th day of September, 1986, by and between WTG and LiTel, the terms of which are incorporated in full herein by reference. Paragraph 1 of said Pipeline Lease Agreement grants to LiTel the option to extend the respective primary thirty-year term for an additional ten years.

Executed this 26th day of October, 1988.

Witnesses:

James F. Hill
Lisa Shindler

WTG - WEST, INC.

By: *Charles M. Superko*

Charles M. Superko
(Name - printed or typed)

Its: Vice-President

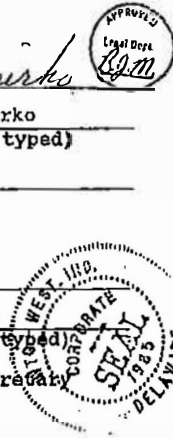
ATTEST:

By: *David M. Higbee*

David M. Higbee
(Name - printed or typed)

Its: Secretary

[Seal]



BOOK 177 PAGE 10

4

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 26th day of October, 1988, personally appeared Charles M. Supenko, to me known to be the identical person who subscribed the name of WTG - West, Inc. to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Carol D. Jett
Notary Public



My Commission Expires:
2-5-91

STATE OF OHIO }
COUNTY OF FRANKLIN } SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of October, 1988, personally appeared Charles W. Walker, to me known to be the identical person who subscribed the name of LITel Telecommunications Corporation to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

* Chief Financial Officer

Given under my hand and seal of office the day and year last above written.

Kathleen J. Merrill
Notary Public



KATHLEEN J. MERRILL
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MARCH 16, 1992

My Commission Expires:
March 16, 1992

BOOK 177 PAGE 11

Exhibit A

HAYNE COUNTY, INDIANA

<u>PARCEL #</u>	<u>VOLUME</u>	<u>PAGE</u>	<u>DATE RECORDED</u>
IN/WA-5	442	58	12-2-86

A part of the Southwest Quarter of Section Seventeen (17), Township Sixteen (16) North and Range Twelve (12) East bounded as follows, to-wit: Commencing at the Southeast corner of said Quarter, running thence West Forty (40) rods; thence North One Hundred (100) rods; thence East Forty (40) rods; thence South One Hundred (100) rods; to the place of beginning, EXCEPTING therefrom Two and One-fourth (2-1/4) acres more or less owned by Horace Norman, cut off said Tract by the railroad.

<u>PARCEL #</u>	<u>VOLUME</u>	<u>PAGE</u>	<u>DATE RECORDED</u>
IN/WA-6	448	432	12-2-87

105 Acres off of the North side of Section 17, ^{of the SE quarter} Township 16 North, Range 12 East.

<u>PARCEL #</u>	<u>VOLUME</u>	<u>PAGE</u>	<u>DATE RECORDED</u>
IN/WA-7	442	60	12-2-86

The Northeast Quarter of Section Seventeen (17), Township Sixteen (16) North, Range Twelve (12) East, in Jackson Township, Wayne County, Indiana.

ALSO, a part of the Southeast quarter of Section eight (8), Township sixteen (16) North, Range Twelve (12) East, in Jackson Township, Wayne County, Indiana, and described as follows:
Beginning at the southeast corner of said Quarter Section, and running thence west, along the section line, 160 rods; thence north 40 rods; thence east 160 rods, to the section line; thence south 40 rods, to the place of beginning, containing 40 acres, more or less.

<u>PARCEL #</u>	<u>VOLUME</u>	<u>PAGE</u>	<u>DATE RECORDED</u>
IN/WA-8	442	145	12-9-86

The West half of the Southwest Quarter of Section 9, Township 16, Range 12 East, ALSO, the North half of the South half of the Southeast Quarter of Section 8, Township 16, Range 12 East.

<u>PARCEL #</u>	<u>VOLUME</u>	<u>PAGE</u>	<u>DATE RECORDED</u>
IN/WA-9	442	525	1-14-87

The North Half of the Southeast Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING 14.598 acres therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70.

JAN 14 1987 3:03

Parcel IN/WA-9

AMENDMENT OF RIGHT-OF-WAY AGREEMENT

WHEREAS, WILLIAMS TELECOMMUNICATIONS COMPANY, a Delaware Corporation, with its principal place of business in Tulsa, Oklahoma ("WITel") was granted a right of way by that certain instrument dated September 18, 1930, and recorded in Volume 179, Page 6, in the records of the County and State recited below, with restrictions as may be noted thereon, over, under, through and across the following described land situated in the County of Wayne and State of Indiana, to wit:

Located in the County of Wayne, State of Indiana:

The North Half of the Southeast Quarter of Section Eight (8), Township Sixteen (16) North, Range Twelve (12) East, EXCEPTING 14.598 acres therefrom heretofore granted to the State of Indiana for right-of-way for Interstate Highway 70.

WHEREAS, the undersigned, herein called the Grantor, is the owner of the lands subject to the above described right of way, and agrees, to ratify and amend said right-of-way agreement as set forth below.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid by WITel, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby amends said right of way as follows:

Said right-of-way agreement is hereby amended to grant WITel, its successors, assigns, licensees and lessees the perpetual right, within such right of way, to construct, install, operate, maintain, replace, repair, and remove such underground communications systems as WITel may from time to time require for pipeline communications or transmission of communications for or by others. Such communications systems shall consist of underground conduits, cables, and other appurtenances, together with rights of ingress and egress over and across the lands of the Grantor to and from the land above described.

The conduits and cables will be placed in an existing pipeline. Any appurtenances not capable of being installed in the pipeline will be buried at the depth equal to the pipeline containing the communications systems.

In all other respects said right-of-way agreement remains unchanged.

EXECUTED this 6th day of January, 1987.

Signed and acknowledged in the presence of: GRANTORS

Fayette County
State of Indiana

My Commission Expires
9-30-87 Zada Hall Zada Hall

NOTARY PUBLIC

Mary Ellen Cole
Mary Ellen Cole



BOOK 442 PAGE 526

BOOK 442 PAGE 526

Signed and acknowledged in the presence of: GRANTORS

(Acknowledgment for Individual Grantor)

STATE OF Indiana)
COUNTY OF Jayette) SS:

BEFORE ME, A Notary Public in and for said county and state, personally appeared the above-named Mary Ellen Cole

who acknowledged to me that she did execute the foregoing instrument and the same is her free act and deed for the purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this

6th day of January, 19 87.

Debra Hall
Notary Public Debra Hall

My commission expires 9-30-87

My County of Residence Jayette, Indiana

(Acknowledgment for Corporate Grantor)

STATE OF _____)
COUNTY OF _____) SS:

BEFORE ME, A Notary Public in and for said county and state, personally appeared _____ the _____ of _____ an

_____ corporation, who acknowledged to me that _____ did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority duly conferred on _____ by the Board of Directors of said corporation, and that the same is the free act and deed of said corporation and _____ free act and deed as such officer(s).

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at _____ this _____ day of _____, 19 _____.

Notary Public

My commission expires _____

My County of Residence _____

THIS INSTRUMENT WAS PREPARED BY:

Michael D. Cooke
P. O. Box 21348
Tulsa, Oklahoma 74121

RECORDED JAN 14 1987 DEBORAH S SMITH R.W.C. 3:03 PM

52-50 Rump

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 3 day of JUNE, 1981, by and between HOWARD F. COLE, AND MARY E. COLE, husband and wife, hereinafter called

lessor (Whether one or more), and Manjeb Minerals, Inc., 1006 Fidelity Plaza, Oklahoma City, Oklahoma 73102 hereinafter called lessee:

WITNESSETH: That the said lessor, for and in consideration of 100.00 DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased, and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of WAYNE, State of INDIANA, described as follows, to-wit: N 1/2 - E 1/2 - SW 1/4 - SEC. 8 - T16N - R12E

AND N 1/2 - SE 1/4 - SW 8 - T16N - R12E, containing in all 100 ACRES MORE OR LESS.

IT IS AGREED that this lease shall remain in force for a term of five years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by lessee. In consideration of the promises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline, a royalty of one-eighth (1/8) payable monthly at the prevailing market rate for gas; and lessor to have gas free of cost from any such well ~~as it is produced~~ with the well at lessor's own risk and expense for personal use.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable quarterly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the 3 day of JUNE, 1981, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessors credit in the Peoples State Bank Bank at CAMBRIDGE CITY, INDIANA, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Hundred and Fifty Dollars

which sum shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, oil and water produced on said land for lessee's operations thereon except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe line below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations ~~on~~ on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owners bears to the entire leased acreage.

Lessor hereby warrants and agrees to defend the title to the said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, leases, or other liens on the above described lands. In the event of default of payment by lessor, and be subrogated to the rights of the holder hereof, and the undersigned lessors, for themselves, their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

LESSEE SHALL PAY IN ADVANCE THE SUM OF ONE THOUSAND DOLLARS (\$1,000.00) PRIOR TO DRILLING EACH WELL ON THE LEASED PROPERTY

IN WITNESS WHEREOF, WE SIGN, the date first above written

<u>Howard F. Cole</u>	Howard F. Cole	(SEAL)	(SEAL)	_____
<u>Mary E. Cole</u>	Mary E. Cole	(SEAL)	(SEAL)	_____
_____		(SEAL)	(SEAL)	_____
_____		(SEAL)	(SEAL)	_____
_____		(SEAL)	(SEAL)	_____
_____		(SEAL)	(SEAL)	_____

No. _____

Oil and Gas Lease

FROM _____

TO _____

Date _____ 19__

Lot _____ Block _____ Addition _____

Section _____ Township _____ Range _____

No. Acres _____

County, _____

STATE OF _____ } SS.

COUNTY OF _____ }

This instrument was filed for record on the _____ day of _____ 19__ at _____ o'clock _____ M., and duly recorded in book _____ Page _____ of the records of this office.

By _____ Register of Deeds.

When Recorded Return to Fowler & Rhine

Prepared by: 616 Market St.

Mt Carmel, IL 62863

BOOK 415 PAGE 451

STATE OF INDIANA } ACKNOWLEDGMENT

WAYNE COUNTY, } SS.

I, RICHARD A. NATHAN, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that HOWARD F. COLE and MARLY E. COLE

personally known to me to be the same person^s whose name^s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this 3rd day of June, 1981

My commission expires July 25, 1983

Richard A. Nathan
Notary Public
MARION CO. INDIANA

STATE OF _____ } ACKNOWLEDGMENT

_____ COUNTY, } SS.

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed, and delivered the said instrument as _____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this _____ day of _____, 19__

My commission expires _____

Notary Public.



STATE OF _____ } ACKNOWLEDGMENT

_____ COUNTY, } SS.

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed, and delivered the said instrument as _____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this _____ day of _____, 19__

My commission expires _____

Notary Public.

STATE OF _____ } FORM FOR CORPORATION

_____ COUNTY, } SS.

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ of _____ and also known to me as the person whose name is annexed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said _____ (name of corporation) for the consideration _____ and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19__

My commission expires _____

Notary Public.

830

hereby releasing and waiving all rights under and by virtue of the homestead and exception laws of the State of Indiana; also the right to lay, maintain and operate, adjacent to and parallel with the first, additional lines of pipe; whereupon, when and if such additional line of pipe, are laid said grantee shall pay to said grantors, their heirs or assigns, for each such additional line of pipe, the same consideration above named. The grantee at any time shall have the right of ingress, egress and regress over said land to and from such pipe lines and may remove the same in whole or in part.

TO HAVE AND TO HOLD the said easements unto the said Gulf Pipe Line Company of Pennsylvania and its successors and assigns, so long as any of said lines are maintained.

And the grantee, by the acceptance of this grant, covenants and agrees to bury such pipe lines so that they will not interfere with the cultivation of the land, and also to pay all damages to crops, fences and land owned by the grantors which may be suffered from the construction, maintenance, operation or removal of such lines.

The grantors represent that the above described land is rented for the year beginning _____, 19____, to A. L. Kenworthy, as to the S.E. 1/4 Sec. 17, Twp. 16, Range 12 east.

It is understood and acknowledged by the grantors that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that no such agreement will be binding on the grantee.

IN WITNESS WHEREOF this instrument is signed this 18th day of September, 1930.

Mary Ellen Myers (Seal)

State of Indiana, County of Wayne, SS:

Before me, B. L. Peters, a Notary Public, this 18th day of September, 1930, Mrs. Mary Ellen Myers acknowledged the execution of the annexed deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in said County and State the day and year last above written.

(N.S.) B. L. Peters, Notary Public.

My commission expires May 16, 1933.

Recorded November 1, 1930 @ 1:00 P. M.

Carrie A. Poinier, R. W. O.

#####

#6175 Christian H. Graver, et al to Gulf Pipe Line Company

KNOW ALL MEN BY THESE PRESENTS: That Christian H. Graver and Edna F. Graver (his wife), of Post Office of Cambridge City, State of Indiana, for and in consideration of the sum of Forty-nine and no/100 (\$49.00) Dollars, receipt of which is hereby acknowledged, do grant and convey unto Gulf Pipe Line Company of Pennsylvania, a corporation, of Delaware, the right to lay, maintain and operate a pipe line for the transportation of crude oil and its products, the grantee selecting the route, upon, through, over, across and under the following described land situate in the County of Wayne, State of Indiana, to-wit:

North half of south half of south east quarter of Section eight (8), also west half of south west quarter of Section nine (9), all in Township sixteen (16) north, Range twelve (12) east, containing 120 acres.

hereby releasing and waiving all rights under by and by virtue of the homestead and exception laws of the State of Indiana; also the right to lay, maintain and operate,