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: 4035-288621
Property Address: 2109 Chochtimar Trail, Fort Wayne, IN 46808
Revision Number:

METROPOLITAN TITLE

SCHEDULE A

1. Commitment Date: July 24, 2026 at 8:00 a.m.

2. Policy to be issued:
   a. ALTA® Standard Owner's 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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Lot Number 19 in Tower Heights Section A, to the City of Fort Wayne as recorded in Plat Record 25, page 22 and Lot 1 except the West 151 feet in Log Cabin Park Addition to the City of Fort Wayne, as recorded in Plat Record 15, page 8, Allen County, Indiana

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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.: 02-07-33-401-009.000-073 - Lot 19 Tower Heights Sec A & Lot 1 Ex W 151' Log Cabin Park
    May Installment of $2,020.79 shows paid
    November Installment of $2,020.79 shows unpaid

Tax Year:	Current Year 2025 due 2026
Land:	$27,700.00
Improvements:	$151,900.00
Homeowners Exemption:	$0.00
Supplemental Homestead:	$0.00
Other Exemption:	$10,776.00 (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. Annual assessment for the maintenance of 0727700 - Lowther-Newhaus Dr U due May 10, 2026, in the amount of $15.00 shows paid.
    Note: Subsequent assessments as required.

12. Annual assessment for the maintenance of 1203200 - Junk Unit Drain due May 10, 2026, in the amount of $5.00 shows paid.
    Note: Subsequent assessments as required.

13. 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.

14. 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.

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15. 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 25, page 22.

16. 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 15, page 8 and restrictions recorded in Miscellaneous Record 708 page 217.

17. 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.

18. Charges or assessments, if any, described herein, by reason of the establishment and creation of the Homeowners Association.

19. Rights of tenants, if any, under any unrecorded leases.

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

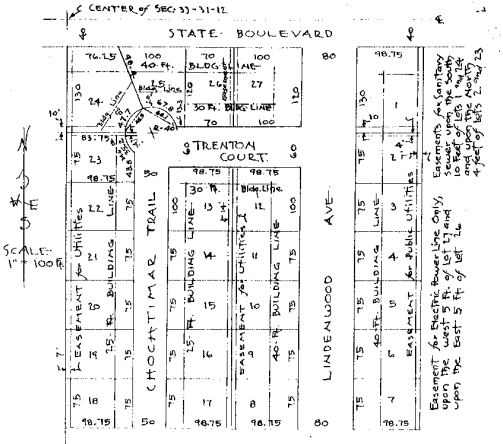
Grantor:	Thomas A. Meyer and Debra A. Meyer, husband and wife
Grantee:	TDM Rental Properties, LLC
Date of Recording:	September 9, 2024
Recorded:	Instrument No. 2024044785
Grantor:	Ryan M. Pepple
Grantee:	Thomas A. Meyer and Debra A. Meyer, husband and wife
Date of Recording:	June 27, 2012
Recorded:	Instrument No. 2012034721

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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PLAT of TOWER HEIGHTS ADDITION
Section "A"
Fort Wayne, Indiana

5915



CERTIFICATE of SURVEY:

I, the undersigned Carl A. Hofer, Civil Engineer, Registered No.7122, in Indiana, hereby certify that the plat hereon shown, presents accurately the form and dimensions of all lots, streets, and easements, and that said plat lies wholly within the land described.

Carl A. Hofer

APPROVED: May 28th 1959

BOARD OF PUBLIC WORKS

APPROVED: May 25 1959

CITY PLAN COMMISSION

Prepared by Carl A. Hofer.

Plat of TOWER HEIGHTS ADDITION
Section "A"
Fort Wayne, Indiana

We, the undersigned Stanley N. Adams and Vickie B. Adams, husband and wife, hereby declare that we are the Owners of and do hereby cause to be platted into lots and streets, subject to certain restrictions and limitations as to their use, the following described tract of land, towit:

Part of the Southeast Quarter of Section 33, Township 31 North, Range 12 East in Allen County, Indiana; by metes and bounds

Commencing at the said Section center; thence running east on the north line thereof 525 feet; thence south and parallel to the west line of said quarter section, a distence of 620 feet; thence west and parallel to the north line of said quarter section, a distance of 525 feet to the west line of said quarter section; thence north on the line aforesaid, 620 feet to the place of beginning, containing 7.47 acres of land; to be known as

TOWER HEIGHTS ADDITION to the City of Fort Wayne, Indiana

The Lots are Numbered (1) to (27) consecutively and inclusive, and dimensions in feet are noted on the face of the plat for all platted lines.

(1) All lots in said Addition shall be used for residential purposes only.

(2) There are hereby created and established minimum permitted dwelling house sizes:
(a) With respect to one story plan homes, there shall be a minimum ground floor area of 1050 sq.ft. Said minimum ground floor area shall be construed to include the living area only and shall not include porches and attached garages.
(b) With respect to one and one-half story plan homes, there shall be a minimum ground floor area of 768 sq. ft., exclusive of porches and attached garages.
(c) With respect to two story plan homes, there shall be a minimum ground floor area of 526 sq. ft., exclusive of proches and attached garages.
(d) With respect to any plan other than those included in sub-paragraphs a, b or c of this paragraph, the minimum ground floor area shall be subject to the approval of the Architectural Control Authority, as hereinafter designated.

(3) A lot is defined as a parcel of land exclusive of street area, designated in the recorded plat by number and defined by boundary dimensions thereon noted. A building site may be a lot, or a parcel of land composed of contiguous portions of two or more lots, in aggregate not less in area than 7200 square feet, and no less in width, than 70 feet at the platted building line, and shall be for single family use only. Any owner of a lot or lots, or contiguous portions of two or more lots, may determine the form and dimension of a building site, conformably to the aforegoing specification, and convey title thereto subject to all recorded restrictions.

(4) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of its structure, has been approved by the contract purchasers of the land hereinbefore described, and as such, signatories hereunto, and by their successors in title, constituting an Architectural Control Authority, and hereinafter referred to as the developers, as to quality of workmanship and materials, harmony of external design and with existing structures and as to location with respect to topography and finish grade elevation as established by said Developers. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the building line as herein created and established and similarly approved. The approval shall be as provided in Paragraph 12.

(5) All lots in said addition shall be subject to the easements indicated upon the recorded plat. Said easements shall be for any and all the following purposes; for the erection, construction and maintenance of poles, wires or conduits, and the necessary and proper attachments in connection therewith; for the transmission of electricity or telephone or other purposes; also, for the construction and maintenance of surface and storm water drains, public sewers, pipe line for supplying gas, water and heat and for any other public or quasi public utility or function, maintained, furnished or performed by or in any method, beneath the surface of the earth.
Any municipal, public or quasi public, corporation engaged in supplying one or more of the above utilities, shall have the right to enter upon these strips of land suubject to said easements for any purpose for which said easements are reserved.

(6) There is hereby created and established, as shown on the above plat, a building line. No building or any part or portion thereof may be at any time erected or placed upon the space between said building line and the street adjacent thereto; nor shall any projection of said building, of whatever character, be permitted to extend into or encroach upon said space, except that the steps and platform in front of the main door may extend over said building line; nor shall any building set back further than 20 feet from said building line. A detached garage may be erected within the rear one-third only of a lot.

(7) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighoorhood.

(8) No structure of a temporary character, trailers, basement, tent, shack, garage or barn or other out building shall be used on any lot, at any time, as a residence, either temporarily or permanently; nor shall any building be moved into or upon any lot for said purpose.

(9) No animals, livestock or poultry, of any kind, shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

(10) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other rubbish and same shall be kept only in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

(11) Said Architectural Control Authority shall assume and have the authority of the approval or disapproval of the construction plans and specifications, location of structures and finish grade elevations, and minimum ground floor area, as hereinbefore provided in paragraph 2 (d) and 4, respectively, and for such other function or functions as may be intrusted to it. Said authority's approval or disapproval as required in these covenants, shall be in writing. In the event the authority, or its' designated representative, fails to approve or disapprove, within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction is being commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(12) No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(13) (a) These covenants are to run with the land and be binding on all parties and all persons claiming under them for a period of twenty-five years from the date of these covenants are recorded, after which time any and all of these protective covenants and restrictions may be changed, altered, amended, rescinded, vacated or abolished only by and with the written approval of the City Plan Commission of the City of Fort Wayne, Indiana.
(b) The said City Plan Commission shall consider any proposal to change, alter, amend, rescind, vacate or abolish any of the protective covenants or restrictions only when same shall have been presented in writing to said Commission, signed by the owners of 60% of the lots in said Addition. The approval or disapproval of such written proposal shall be within the exclusive Discretion of said Commission. No such change, alteration, amendment, rescission, vacation or abolition shall be effective unless and until such proposal, with the approval of said City Plan Commission of the City of Fort Wayne, Indiana, enclosed thereon, shall have been duly recorded in the Office of Recorder of Allen County, Indiana.

(14) Invalidation of any one of these covenants by judgment or Court Order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS THEREOF we, the undersigned owners, place our hands this 14th day of May 1959.

Stanley N. Adams

Vickie B. Adams

STATE OF INDIANA } SS:
COUNTY OF ALLEN }

Before me a Notary Public in and for said county and state on this 14th day of May, 1959, appeared in person the aforenamed Stanley N. Adams and Vickie B. Adams, Husband and wife, and acknowledge the aforegoing platting and covenants to be their voluntary act and deed.

Notary Public

My Commission expires
July 22nd 1962

STATE OF INDIANA } SS:
COUNTY OF ALLEN }

Before me a Notary Public, in and for the said county and state on the 14th day of May, 1959, appeared in person the undersigned Romene Cole, Henry Lengacher, and Robert B. Bradtmiller, and each as his interest may appear in a Contract to Purchase the land hereinbefore described, acknowledged his concurrence in the aforegoing platting of said land, and the covenants thereto pertaining.

Romene Cole

Henry Lengacher

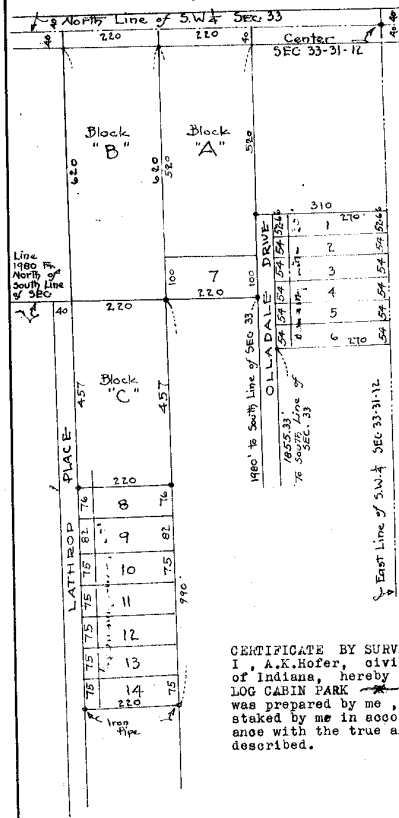
Robert W. Bradtmiller

Notary Public

My Commission expires
June 22nd 1962

8

PLAT of LOG CABIN PARK ~~ADDITION~~ ADDITION To the City of FORT WAYNE.



PLAT APPROVED by
City Plan Commission
July 11, 1938

CITY PLAN COMMISSION
City of Fort Wayne, Indiana

PLAT APPROVED by
Board of Public Works
July 12, 1938

BOARD OF PUBLIC WORKS
City of Fort Wayne, Indiana

CERTIFICATE BY SURVEYOR

I, A.K.Hofer, civil engineer, registered in the State of Indiana, hereby certify that the foregoing plat of LOG CABIN PARK ~~ADDITION~~ ADDITION to the City of Fort Wayne, was prepared by me, and that the lots of said plat were staked by me in accordance with said plat and in accordance with the true and established land lines herein described.

Civil Engineer May 20, 1938

PLAT OF LOG CABIN PARK ADDITION to the City of Fort Wayne ;

The undersigned Olla Lordier hereby declares that she is the owner of certain tracts and parcels of land situated in the East Half of the Southwest Quarter of Section 33, Township 31 north, Range 12 east, in Allen County, Indiana, described as follows, towit; (a) Lots numbered #1 to #6, inclusive, comprising all of the lots of the plat of Olla Jones Addition, as recorded in Plat Book 10, page 102, of the records of said county; and, (b) also, the West 440.0 feet of the East 750.0 feet of the North 660.0 feet of the Southwest Quarter of said Section 33-31-12; and, the undersigned Michael J.Lordier hereby declares that he is the owner of a certain tract of land situated in the Quarter Section above named, and described as follows, towit; The North Half of the South 1980.0 feet of the West 220.0 feet of the East 750.0 feet of the Southwest Quarter of said Section 33-31-12;

The said Olla Lordier and Michael J. Lordier hereby further represent and certify that they are the same persons respectively who executed a certain instrument recorded November 27, 1935 in Miscellaneous Record 94, Page 402, whereby they attempted to change the name of Olla Jones Addition to the City of Fort Wayne to Log Cabin Park Adddition to the City of Fort Wayne, and that they are also the parties who executed a certain instrument recorded November 27, 1935, in Miscellaneous Record 94, Page 403, whereby they attempted to plat certain parcels of real estate adjoining and adjacent to said Olla Jones Addition into Log Cabin Park Second Addition to the City of Fort Wayne. Being then and still the owners of all of said real estate comprising Olla Jones Addition and the adjoining real estate described in said recorded affidavit in Miscellaneous Record 94, Page 403, as "Log Cabin Park Second Addition to the City of Fort Wayne", the undersigned do hereby replat and subdivide the land and real estate above referred to and described, to be known as "LOG CABIN PARK ADDITION TO THE CITY OF FORT WAYNE", intending hereby to abrogate, void, and terminate any conflicting effect of said instruments above referred to as recorded in Miscellaneous Record 94, Pages 402 and 403 respectively.

The lots of this plat are numbered consecutively # 1 to # 14 inclusive, and Block "A", Block "B", and Block "C", and dimensions are noted on the face of the plat in feet.

SIGNED: Michael J. Lordier

Olla Lordier

Before me a Notary Public in and for said Allen County, State of Indiana, appeared in person this 28th day of May 1938, the above named Olla Lordier and Michael J.Lordier, and acknowledged their voluntary execution of this instrument.

Notary Public

My commission expires,
November 19, 1941

4632

RECORDED
RECORD ____ PAGE ____
11:20 A.M. JUL 25 1938 P.M.
Pat J. Cain
$3.00 Recorder Allen County Indiana

July 21 1938

said interest, however, shall be deducted from the amount of said payments, unless herein otherwise provided, and the balance of such payments shall be applied to the reduction of said unpaid balance), and to pay the insurance premiums due for the insurance hereinafter stipulated and to pay all taxes and assessments for the year 1942, payable in the year 1943, and all subsequent taxes and assessments.

It is further agreed that the owner of said real estate, at any time during the life of this contract, may execute a mortgage on the premises for an amount not to exceed the balance due hereunder, at the time of making such mortgage, and a sworn statement of such owner shall be binding on second party as to the amount still owing on this contract, and such mortgagee is entitled to rely thereon, and the party of the second part hereby agrees to pay all expenses for procuring said mortgage and the expense for any renewal thereof. And that when the principal sum named as the purchase price of this contract, together with interest as stated, has been reduced to said mortgage indebtedness, the said first party shall execute a Warranty Deed, subject to said mortgage indebtedness, and the said second party agrees to assume and pay such mortgage, together with interest and subject to all ordinances of the City of Fort Wayne, to all laws of the State of Indiana and to the laws of the United States and to any judgments and restrictions thereunder, and subject to all taxes and special assessments, except as herein otherwise provided.

In case of the failure of the said party of the second part to make any of the payments as they become due, or any part thereof, or perform any of the covenants on second party's part hereby made and entered into, this contract shall at the option of the party of the first part, be forfeited and terminated and all such payments shall be retained by said party of the first part in full satisfaction and as liquidated damages by said first party sustained and as rent for the use of said premises, and said first party shall have the right to re-enter and take possession of the premises aforesaid, or said first party may sue and recover all of said purchase money which shall at the option of the first party become due. All sums payable hereunder are payable with attorney's fees, without relief from valuation or appraisement laws. The failure or omission of first party to enforce its rights upon any breach of any of the terms or conditions of this agreement shall not bar or abridge its rights upon any subsequent default.

It is further agreed that the said second party will keep the buildings on said land insured in some reliable insurance company, Fire Insurance in the sum of $3000.00, Tornado Insurance in the sum of $1000.00 endorsed loss, if any, payable to the first and second parties as their interests may appear.

The second party further agrees to keep said premises in as good repair as they are now in, or may be put in.

Should second party fail to pay said taxes, assessments and insurance as they become due, first party may pay the same, and the amount so paid by first party, including penalties, shall with 8 per cent interest thereon become additional consideration to be paid by second party for said real estate.

It is further agreed that this contract shall not be sold, assigned, or transferred, nor shall said real estate be sold, nor the possession pass from the said second party without the written consent of the first party endorsed hereon.

IT IS MUTUALLY AGREED, by and between the parties hereto, that the time of payment shall be the essence of this contract, and that all the covenants and agreements herein contained, shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the respective buyers.

It is further agreed that a letter addressed to the buyer at -- Fort Wayne, Indiana, and posted in the U. S. Post Office at Fort Wayne, Indiana, shall be sufficient notice of any action by first party hereunder, or of its intention to declare this contract forfeited and void because of defaults on the part of second party in the performance of the terms of this agreement.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seal the day and year first above written.

Emmett V. Emrick
Carrie A. Emrick
John D. Carney
Sylvia O. Carney

The Buyer is to pay the costs of resurfacing Williams Street, and is to present receipt for same to the seller on or before October 31, 1942.

Parties of the Second Part are and have been employed at National Defense Work at Fort Wayne, Indiana, and have been so employed for --; and they further state that the seller at no time canvassed them to buy this property, but that they approached him for that purpose on October 5, 1942, that being their first acquaintance with seller, at which time they agreed to enter into this contract without any other solicitation than the mere statement of the price.

John D. Carney
Sylvia O. Carney

"This contract has not been notarized".

Recorded Aug. 16, 1943. 3:00 P. M.
Recorder, Allen County, Indiana.

&&&&&

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LOG CABIN PARK ADDITION TO THE CITY OF FORT WAYNE. August 16, 1943.
RESTRICTIVE COVENANTS

WHEREAS the undersigned Michael J. Lordier and Olla Lordier, did on July 15, 1938, lay out and cause to be recorded the plat of Log Cabin Park Addition to the City of Fort Wayne, as shown of record in Plat Book 15, page 8, in the Office of the Recorder of Allen County, State of Indiana; and

WHEREAS the said Michael J. Lordier and Olla Lordier are now the owners and holders of legal title, severally, of all lots and blocks embraced within the said plat, excepting Lot numbered nine (9);

NOW THEREFORE the aforesaid owners and holders of title hereby determine and declare for the benefit and advantage of said lots, that all lots of said plat numbered consecutively one (1) to fourteen (14) inclusive, except Lot nine (9), shall be and are hereby made subject to the following restrictions and limitations in use, and protective covenants, all of which shall run with the land, and shall be binding on all parties and persons claiming thereunder until January 1, 1953, at which time all of said restrictions, limitations, and covenants, shall be automatically extended for a successive period of ten years, unless by vote of a majority of

the then owners of lots, said restrictions, limitations, and covenants, are rescinded or amended in whole or in part. A violation of, or an attempted violation of, by any party or person, of any one or more of said restrictions, limitations, and covenants, shall give to any owner of a lot in said plat a right of action at law, or in equity, for damages and/or injunctive relief. Invalidation by judgment or order of court of any one of said restrictions, limitations, and covenants shall in no wise affect any other provision of this instrument.
PROTECTIVE COVENANTS:

All lots shall be for residential use only. No building may be erected on any lot nearer the front line thereof than is indicated by the building line as shown on the face of the plat. Side line clearance shall be five (5) feet, or more.

No building for dwelling purpose costing less than Three thousand ($3000.00) Dollars may be permitted on any lot.

No noxious or offensive trade or activity may be carried on within any lot, nor may any condition of premises be permitted that results in an annoyance or nuisance to the neighborhood. No trailer, shack, tent, barn, or other outbuilding may at any time be used as a residence either temporarily or permanently.

No lot may be used for the breeding, feeding, raising, or harboring, of hogs, cows, horses, rabbits, or dogs for commerce or for private use; provided, however, that pet dogs confined to premises, and poultry for family use may be permitted.

No person of any race other than the Caucasian race shall use, occupy, or own, any building or lot, except that this rule shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

Until such time as a public sanitary sewer system and water supply system is made available, each dwelling within any lot shall have an individual sewage disposal system and well water supply of adequate design and approved sanitary arrangement.

The rear five feet of each lot shall be subject to an easement for the purpose of installing and maintaining sewers and utilities structures for the benefit of all lots.

IN WITNESS WHEREOF, we place our hands this 16 day of August, 1943.

SIGNED: Michael J. Lordier
Olla Lordier

State of Indiana, Allen County, SS:

Before me, a Notary Public, in and for said County and State, appeared in person, the above named Michael J. Lordier and Olla Lordier, and acknowledged the foregoing instrument to be their voluntary act and deed.

Witness my hand and seal this 16 day of August, 1943.

(Notary Seal) C. H. Jones, Notary Public
My Commission Expires: Oct. 15, 1946.

Recorded Aug. 16, 1943. 3:20 P. M.
Recorder, Allen County, Indiana.

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State of Indiana, County of Allen, SS:

The undersigned, being of legal age and duly sworn, deposes and says:

That he is the Assistant Secretary of the Dime Trust and Savings Bank; that he makes this affidavit with reference to a certain contract, dated August 10, 1931, by and between Rose E. Scarlet, party of the first part, and George W. McCoy and Jennie E. McCoy, husband and wife, parties of the second part, recorded August 11, 1931, in Miscellaneous Record 84, page 282, in the office of the Recorder of Allen County, Indiana, which contract was left in escrow at the Dime Trust and Savings Bank.

Affiant further states that the terms of the above mentioned contract were such that the parties of the second part were to care for and maintain said party of the first part until party of the first part had passed her natural life and was deceased;

Further, Affiant states, under the terms of the above mentioned contract that the Dime Trust and Savings Bank was to deliver, upon the death of the party of the first part, deed conveying from the party of the first part to the party of the second part of the above mentioned contract, which deed was placed in escrow at the Dime Trust and Savings Bank with the express terms that the deed was not to be delivered until the death of the party of the first part and not until all terms and stipulations in said contract has been complied with.

Affiant further states that Rose E. Scarlet, party of the first part in the above mentioned contract died on May 11, 1937, single and unmarried; and that the Dime Trust and Savings Bank upon release of the above mentioned deed to George W. McCoy did obtain from George W. McCoy an affidavit dated May 18, 1937, which affidavit does set out and expressly stipulates that all the terms and conditions in the original contract have been complied with; and that all expenses incident to the burial of said Rose E. Scarlet have been paid in full.

That Rose E. Scarlet, party to said contract as aforesaid, did not at any time either verbally or in writing, in person or by agent, notify said Trust Company of her intention to abandon or rescind said contract, or in any manner to change the instructions given by her to said Trust Company in connection with the delivery of the deed described in said contract; that said Trust Company, in making delivery of said deed, complied in all respects with the instructions received by it from said Rose E. Scarlet.

Affiant makes this affidavit and representations herein for the purpose of clarifying the compliance to and of the terms of said contract and compliance with their terms as escrow agent.

Further Affiant saith not.

H. G. Fenker

Subscribed and sworn to before me, a notary public, in and for said County and State this 21st day of July, 1943.

(Notary Seal) Alberta M. Hartman, Notary Public
My Commission Expires: March 30, 1945.

Recorded Aug. 16, 1943. 3:25 P. M.
Recorder, Allen County, Indiana.

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