

PROVIDED ALWAYS, That these presents are upon the condition that, in case of the failure of the said party of the second part, his heirs, executors, administrators or assigns in the performance of all or either of the covenants and promises on his part to be performed and fulfilled, the said party of the first part, their successors, assigns or legal representatives, shall have the right to declare this contract forfeited and void and thereupon to recover all the interest which shall have accrued upon this contract as rent for the use and occupation of said Real Estate, and to take possession thereof, and to regard the person, or persons in possession on such termination of the contract, as tenants holding over without permission (if that should be necessary to gain prompt possession of the said Real Estate), and to recover all damages sustained by such holding over without permission, or by means of any waste committed or suffered on said Real Estate, and thereupon all interest of said second party in and to the above described premises shall cease and determine, and said first party shall retain all the money which may have been received on this agreement as rent for the use of said property by said second party until the time of such forfeiture.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 14th day of August, A.D., 1925.

Jerome J. Miller (Seal)
Lundy E. Welborn (Seal)

Fort Wayne, Indiana
September 2, 1925.

For value received, I hereby assign, set over and transfer all my rights title and interest in and to this contract and real estate described therein to Ross O. Philley and Matilda E. Philley, husband and wife, and I represent and state that there is still a balance of \$7683.11 remaining to be paid on this contract as of September 1, 1925.

Jerome J. Miller

Subscribed and sworn to before me, H. C. Pequignot, a Notary Public, September 2, 1925. (Notary Seal) My commission expires January 13, 1929. H. C. Pequignot, Notary Public.
Recorded April 24, 1946. 4:05 P.M.
Recorder, Allen County, Indiana.

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13968

April 24, 1946.

To D. H. O'Malley, 1719 Poinsette, Fort Wayne, Indiana and all others concerned.

YOU ARE HEREBY NOTIFIED, That I intend to hold a Mechanic's Lien on dwelling house at 1719 Poinsette Fort Wayne, Indiana, better known as the West 55.5 feet of lot 308, and the West 58.6 feet of lot 309 in North Highlands Add. Plat C. Fort Wayne, Indiana according to the recorded plat thereof recently painted by me for the sum of \$110.00, One hundred Ten Dollars, for work and labor done and equipment furnished by me in the painting of said house, which work and labor done, and equipment was furnished by me at your special instance and request, and within the last sixty days.

Edward Yaste

Recorded April 25, 1946. 8:20 A.M.  
Recorder, Allen County, Indiana.

2221 S. Clinton St.

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14021

DECLARATION OF AMENDED RESTRICTIONS

THIS INDENTURE made this 23rd day of April, 1946, by John R. Worthman, Inc., an Indiana corporation, by and through its duly authorized officers, WITNESSETH:

WHEREAS, the undersigned corporation has heretofore caused a plan and plat of certain lands to be made, dividing the same into lots numbered 1 to 29 consecutively and inclusive, to be known as Indian Village Addition, Section "B", to the City of Fort Wayne, Allen County, Indiana, which plat was on the 28th day of September, 1945 duly filed and recorded in the Office of the Recorder of Allen County, Indiana, in Plat Record 16, pages 109 and 109a; and,

WHEREAS, there has been organized and exists an Association known as Indian Village Community Association upon which there have been conferred the enjoyment, exercise and enforcement of certain rights, powers, duties and privileges by the terms and provisions of the Dedication and Plat of Indian Village, Section "A", an addition to the City of Fort Wayne, Allen County, Indiana, as recorded in Plat Book 13, pages 35-36, and in the Declaration of Restrictions affecting lots 1 to 217, Section "A" in said Indian Village as recorded in Miscellaneous Record 72, pages 384-388 inclusive, all in the Office of the Recorder of Allen County, Indiana; and,

WHEREAS, it is the desire and intent of the undersigned owner of said lots 1 to 29, Indian Village, Section "B", to confer upon said Indian Village Community Association the enjoyment, exercise and enforcement of all of the same rights, powers, duties and privileges with regard to said lots 1 to 29, Indian Village, Section "B" as have been heretofore conferred upon said Association with respect to Indian Village, Section "A";

NOW, THEREFORE, the undersigned owner of said lots 1 to 29, Indian Village, Section "B", hereby covenants and declares that all of said lots 1 to 29, Indian Village, Section "B" shall be subject to and impressed with the restrictions and limitations hereinafter enumerated, in addition to the protective covenants, restrictions and limitations heretofore incorporated in and made a part of the Dedication and Plat of said Indian Village, Section "B", as recorded in Plat Record 16, page 109 and 109a, and such additional restrictions and limitations shall be considered a part of said Dedication and Plat and a part of every conveyance of a lot in said addition without being specifically written therein, and shall be covenants running with the land for the benefit of each and all of the owners of the lots in said addition and each and all of the owners in said Indian Village, Section "A":

Subject to the articles and constitution of said Indian Village Community Association, the owner of each and every lot in Indian Village, Section "B", who shall make application therefor and be registered as such on the books of said Association, shall be entitled to membership in said Association; and there shall be imposed upon the owner of each and every lot in said Indian Village, Section "B" an annual maintenance fee of not less than Five Dollars (\$5.00), which shall be used by said Association for the purpose of removing grass, weeds, snow or other obstructions from sidewalks, in maintaining, preserving and improving grass and planted areas within the boundaries of streets and driveways; in looking after, promoting and maintaining the best appearance of said addition and of the lots and grounds in it, and for such other purposes as the Association may desire, provided such use is for the benefit of said addition.

Such maintenance fee thus imposed shall be and constitute a lien on each and every such lot, inferior only to taxes, assessment and bona fide mortgages thereon, and the lien of such maintenance fee shall be enforceable in the same manner as provided in the Statute for enforcement of mechanics' liens.

The undersigned owner hereby amends the provision of said Dedication and Plat of Indian Village, Section "B", recorded as aforesaid, and expressly dedicates to public use for its intended purposes an easement in, upon and under the rear eight (8) feet of lots 1 to 15 consecutively and inclusive in said Indian Village, Section "B" for the erection, construction and maintenance of poles, wires and conduits, and the necessary attachments in connection therewith, for the transmission of electricity or for telephone or other purposes; for the construction and maintenance of sewers and storm water drains, pipe lines for supplying gas and water; and for any other public or quasi-public utility maintained, furnished, or performed beneath the surface of the earth, and any municipal, public or quasi-public corporation engaged in supplying one or more of the above utilities, shall have the right to enter upon the strip of land subject to said easement for any purpose for which said easement is dedicated and reserved, provided that any such user of said easement shall be liable to the owner of the land to restore it as nearly as is reasonably possible, to the condition in which it was before it was entered by such corporation for such utility purposes.

IN WITNESS WHEREOF, we, the undersigned, duly constituted officers of John R. Worthman, Inc., have affixed our signatures and the official seal of said corporation.

JOHN R. WORTHMAN, Inc.

By: John R. Worthman, President

By: Alice L. Worthman, Secretary

(Corporate Seal)

State of Indiana, County of Allen, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 23rd day of April, 1946, personally appeared the above named John R. Worthman and Alice L. Worthman, President and Secretary respectively of John R. Worthman, Inc., an Indiana corporation, and acknowledged the execution of the foregoing declaration of covenants, restrictions, limitations and easement for and on behalf of said corporation as their free and voluntary act and deed and as the free and voluntary act and deed of said John R. Worthman, Inc.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

(Notary Seal) My comm. expires: 12/17/47. Ruth Driver, Notary Public.

Recorded Apr. 25, 1946. 12:10 P.M.

Recorder, Allen County, Indiana.

14045

Know all men by these presents, That I, Lee W. Foster, of Fort Wayne, Allen County, Indiana, have made, constituted and appointed, and by these presents do make, constitute and appoint Nellie B. Foster, my true and lawful Attorney for me and in my name, place and stead to receive and receipt for any and all sums of money or payments due or to become due to me; to deposit in my name in any bank or banks, any and all moneys collected or received by her; to pay any and all bills, accounts, claims, and demands now or hereafter payable by me; to draw checks or drafts upon any or all bank accounts or deposits belonging to me; to endorse any and all checks and drafts made payable to me; to act for me in any business in which I am now or have been engaged; to make, execute, and acknowledge all contracts, orders, deeds, writings and instruments which may be requisite or proper to effectuate any matter or thing appertaining or belonging to me; to sell, transfer, convey and mortgage any real estate owned by me; and generally to act for me in all matters affecting my business or property with the same force and effect as though I were personally present and acting for myself, giving and granting unto Nellie B. Foster, my said Attorney full power to do every act necessary to be done about the premises as fully as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that Nellie B. Foster, my said Attorney, or her substitute shall lawfully do or cause to be done by virtue thereof.

In Witness Whereof, The said Lee W. Foster has hereunto set his hand and seal this 4th day of April, 1945.

Lee W. Foster (Seal)

State of Indiana, Allen County, SS:

Before me, the undersigned, a Notary Public in and for said County, this 4th day of April, 1945, came Lee W. Foster, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

(Notary Seal) My commission expires 1-27-49. Anne G. Spayde, Notary Public.

Recorded Apr. 25, 1946. 1:40 P.M.

Recorder, Allen County, Indiana.

14106

This Indenture Witnesseth, That Emerson R. Wall and Ethel Wall his wife of Allen County, in the State of Indiana, has this day bargained and sold, and do hereby bargain, sell, assign, transfer, set over and deliver to Nick Polos and Sam Kamagis, partners doing business as the Crescent Lunch in Allen County, in the State of Indiana, for the sum of Thirty-Five Hundred (\$3500.00) Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, the following described Chattels, Goods and Personal Property in Allen County, State of Indiana to-wit:

1. Meat Block, 1 small work bench, 3 Coco Cola coolers, 3 small work tables, 1 Cereal rack, 1 Back bar, 2 Pie cases, 1 National Cash Register #2836940, 1 28-foot bar, 7 booths complete, 2 tables, 11 chairs, 1 Breadbox, 2 Electric fans, 1 8-hole steam table, 2 large garbage cans, 1 Hot Dog grill, 2 stoves, Meat block, 1 Leonard Refrigerator, 1 dish tub, double, 20 serving trays, all soup bowls, all cooking utensils, all silverware, all dishes, hot water heater (Rheem) 1 8-foot bench with drawers, 65 combination plates, all coffee cups, 3 small garbage cans, 1 grill, 1 Frigidaire (12 cu. ft.), 1 set double urns, neon tubing 9 stools, all floor covering, 11 napkin holders, and all my right, title and interest in and to all equipment, personal property and fixtures, now located on the premises known as 129 E. Main St. Fort Wayne, Indiana and used in the operation of the Crystal Restaurant.

In Witness Whereof, The said Emerson R. Wall and Ethel Wall his wife have hereunto set their hands and seals this 25th day of April 1946.

Signed, sealed and delivered in presence of

Ira D. Snouffer

Naum A. Tsiguloff

Emerson R. Wall (Seal)

Ethel Wall (Seal)