#1404

EASEMENT AND RIGHT-OF-WAY - from Bernard P. Nevel (2002 Properties) to Wilson L. & Rose Taylor, Beginning at a point on the W. line of said Lot 4, a distance of 38.00' S. 0-00'-00" W. of the N.W. corner of said Lot 4 (SEE EASEMENT)

(RE: E/W ALLEY S. OF MISHAWAKA AVE.)

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#1404

Kenneth P. Fedder, Attorney at Law Suite 300, 205 W. Jefferson Blvd. South Bend, IN 46601

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EASEMENT AND RIGHT-OF-WAY

Taxing Unit 139
Taxing Unit 18
Date 8 26 87



In consideration of the sum of Ten (\$10.00) Dollars cash in hand paid, receipt whereof is hereby acknowledged, the undersigned hereby grants, bargains, sells, conveys, transfers, delivers unto Wilson L. Taylor and Rose Taylor, Husband and Wife, a permanent easement and right-of-way for the following purposes, namely:

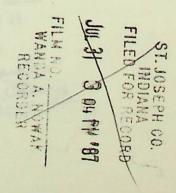
For the purposes of vehicular access along, over and across said parts of Lots 4 and 5 as shown on the Plat of Edward N. Shank's Addition to the City of South Bend, Portage Township, St. Joseph county, Indiana, as a means of ingress and egress from Lot No. 2 of Shank's First Addition, more commly described as follows:

Beginning at a point on the West line of said Lot 4, a distance of 38.00 feet South 0-00'-00" West of the Northwest corner of said Lot 4; thence South 89-48'-40" East, a distance of 5.00 feet; thence North 0-00'-00" East, parallel with said West line of Lot 4, a distance of 24.47 feet; thence South 89-46'-02" East, a distance of 38.54 feet; thence North 0-00'-40" West, along the Southerly projection of the East line of Lot 3 in said Shank's Addition, a distance of 19.54 feet to the Southwest corner of Lot 2 in said Addition; thence South 89-46'-02" East, along the South line of said Lot 2, a distance of 44.97 feet to the Southeast corner of said Lot 2; thence South 0-00'00" East, parallel with said West line of Lot 4, a distance of 36.99 feet; thence North 89-46'-02" West, parallel with the South line of said Lot 2, a distance of 63.50 feet; thence South 0-00'-00" East, parallel with the West line of Lot 4 and the West line of said Lot 5, a distance of 35.00 feet; thence North 89-48'-40" West, a distance of 25.00 feet to a point on the West line of said Lot 5; thence North 0-00'-00" East, along the West line of said Lots 4 and 5, a distance of 28.00 feet to the place of beginning.

To have and to hold the said easement and right-of-way unto Wilson L. Taylor and Rose Taylor, and unto their successors and assigns forever.

And the said Grantor hereby covenants with the Civil City of South Bend, Indiana, that it is lawfully seized and possessed of

DULY ENTERED FOR TAXATION
BEVERLY D. CRONE
AUDITOR
ST. JOSEPH CO. INDIANA
DULY ENTERED FOR TAXATION
BEVERLY D. CRONE
AUDITOR
ST. JOSEPH CO. INDIANA



the aforedescribed tract or parcel of land; that it has a good and lawful right to sell and convey; that it is free from all encumbrances; and that it will warrant and forever defend the title in quiet possession thereto against the lawful claims of all persons whomsoever.

The Grantor reserves the right to pave over said easement or a portion thereof.

And as a further consideration for the payment of the purchase price, above stated, the Grantor hereby releases all claims for damage, from whatsoever cause, incidental to the exercise of any of the rights herein granted from the beginning of the world until this date.

It is understood and agreed by the parties hereto that wherever the foregoing instrument the singular number is used it wil be read as plural, if and when necessary, and that wherever words of neuter gender are employed, they will likewise apply to the masculine gender, whenever the contract requires.

ST. JOSEPH CO. ) SS:

STATE OF LINDIANA

ST. JOSEPH COUNTY

ST. JOSEPH

2002 PROPERTIES, an Indiana Partnership

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By: Somula P. Nevel
Bernard P. Nevel

- Partner

Before me, a Notary Public in and for said County and State, personally appeared Bernard P. Nevel, Partner of 2002 Properties, an Indiana Partnership, who acknowledged the execution of the above and foregoing instrument and easement as his free and voluntary act and deed this <u>26</u> day of <u>June</u>, 1987.

SSION EXPIRES:

14, 1988.

Kenneth P. Fedder - Notary Public Resident, St. Joseph County, IN

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RECORDER RECORDER

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'Bernard P. Nevel

ST. JOSEPH COUNTY )

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Resident, St. Joseph County, IN

APPROVED

BOARD OF PUBLIC WE IS

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