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AUG 18 1976

10:00

386 PAGE 42

EASEMENT

CUMMINGS BROS., INC., an Indiana corporation, in consideration of One Dollar (\$1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, hereby grants unto MILDRED RAPER, MAXINE MILLER, JUNE ADAMS, and WILLIAM H. PARKER, the owners of certain real estate abutting the real estate hereinafter described on the East, and to the heirs and assigns of such Grantees, a perpetual easement and right to use, as a means of ingress to and egress from Grantees' land, the present farm road or lane leading from U. S. Highway 27 to Grantees' land and being more particularly described as follows, to-wit:

Being a part of the Southwest Quarter of Section Five (5) Township Fourteen (14) North, Range One (1) West in New Garden Township, Wayne County, Indiana and being more particularly described as follows:

Beginning at the southeast corner of a five and thirty-seven hundredths (5.37) acres tract of land owned by Cummings Bros., Inc. and described in Deed Record 338, page 335 in the Wayne County Recorder's Office, said corner being five hundred ten and eighteen (510.18) feet east and one thousand four hundred twelve and sixty-five hundredths (1412.65) feet south of the northwest corner of said southwest quarter and running thence, from said beginning point, west, along the south line of said tract, one hundred twenty and eighty hundredths (120.80) feet to the centerline of Old United States Highway Number Twenty-Seven (27); thence north twenty-four (24) degrees and forty-seven (47) minutes west, along said centerline, twenty-six and forty-three hundredths (26.43) feet; thence east, parallel to the south line of said tract, one hundred thirty-one and eighty-eight hundredths (131.88) feet to the east line of said tract; thence south, along said east line, twenty-four (24) feet to the place of beginning, containing an area of seven hundredths (0.07) acres.

SUBJECT TO: The right-of-way of United States Highway Number Twenty-Seven (27). "

This grant is made upon the following terms:

1. That the expense of construction and/or maintenance of said driveway shall be borne solely by the Grantees and the Grantor shall not be liable for any of the expense of construction or maintenance.

FORM 385 PAGE 43

2. That Grantor retains the right to use said driveway for access to Grantor's land, which use shall be in common with that of the Grantees.

IN WITNESS WHEREOF, CUMMINGS BROS., INC. have caused this
Easement to be executed by its President and attested by its Secretary this
10th day of August, 1976.

CUMMINGS BROS., INC.

BY: [Signature]
President

Atiend:

~~SECRET~~

STATE OF INDIANA :
 : SS;
COUNTY OF WAYNE :

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **Frank T. Cummings**, President and **Vincent Cummings**, Secretary of **Cummings Bros., Inc.**, who acknowledged the execution of the foregoing Easement to be their voluntary act and deed for and on behalf of said corporation.

„WITNESS, my hand and notarial seal this

day of January, 1920



My Current Subscription Expires:

Note 1 (b)(1)

This instrument prepared by Willard G. Bowen, Attorney at Law.

