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June 24, 19 91
At 2:15 O'Clock P. M.
In Vol. 15 Page 25
Marie Heitmeyer
Recorder, Putnam Co., Ohio
Fee 12.00 Paid

VOL. 15 PAGE 75

AGREEMENT

WHEREAS, Ray Deffendaugh and Margaret Deffendaugh entered into an agreement dated August 1, 1953 as parties of the first part with Paul Williams and Treva Williams of Vaughnsville, Ohio as parties of the second part permitting parties of the second part to share use of a septic tank and system on property belonging to party of the first part; and,

WHEREAS, Edgar Vance and Norma Vance, husband and wife, of 188 South Jefferson Street, Vaughnsville, Ohio hereinafter parties of the first part, are the successors and interest to Ray Deffendaugh and Margaret Deffendaugh, husband and wife; and,

WHEREAS, David L. Slusser and Mary Ann Slusser, husband and wife, of _____ and Wilbur P. Williams and Janet Williams, husband and wife, of _____, hereinafter known as parties of the second part, are the successors in interest to Paul Williams and Treva Williams; and,

WHEREAS, only the party of the second part uses the septic tank and system which is located on property belonging to party of the first part; and,

WHEREAS, the parties desire to amend and supercede their previous agreement which is recorded the 10th the day of August, 1953 in Vol. 6, page 174 of the Miscellaneous records of the Putnam County Recorder.

NOW THEREFORE, the parties amend their previous agreement and agree as follows:

The party of the second part is permitted to use the septic tank and system located on property belonging to party of the first part. Party of the second part agrees to pay all costs and expenses associated with the use, repair and maintenance of the septic tank and system. The party of the second part further agrees that if and when the party of the second part no longer uses the

septic system or if it should be declared in violation of a health code or become inoperational, the party of the second part agrees they will construct a second system on their own property. It is further agreed that parties of the first part shall have no further responsibility regarding repair or maintenance of the septic tank and system.

The said parties hereto further agree that this agreement shall be binding upon the heirs, successors and assigns of each of the said parties hereto forever.

IN WITNESS WHEREOF, the said parties have set their hands to duplicates hereof on the day and year set opposite their names.

Wilbur P. Williams

Janet Williams

Wilbur P. Williams
Janet Williams

David L. Slusser
David L. Slusser

Wilbur P. Williams
Janet Williams

Mary Ann Slusser
Mary Ann Slusser

Wilbur P. Williams
Janet Williams

Edgar Vance
Edgar Vance

Wilbur P. Williams
Janet Williams

Norma Vance
Norma Vance

1955
Janet Williams

DANIEL R. GERSCHUTZ
Attorney at Law
125 West Main Street
P.O. Box 327
Ottawa, Ohio 45875
(419) 523-3322

This Instrument prepared by Daniel R. Gerschütz, Attorney at Law, 125 West Main St., P.O. Box 327, Ottawa, OH 45875

STATE OF OHIO
COUNTY OF PUTNAM

Before me, as Notary Public in and for said County and State, personally appeared the above named

who acknowledged that he did sign the foregoing instrument and that the same is free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at VAUGHNSVILLE, OHIO this 5 day of JUNE, 1991.

Willis D. Tudor
Notary Public

WILLIS D. TUDOR
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires May 4, 1994



STATE OF OHIO
COUNTY OF PUTNAM

Before me, as Notary Public in and for said County and State, personally appeared the above named

who acknowledged that he did sign the foregoing instrument and that the same is free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at VAUGHNSVILLE, OHIO this 5 day of JUNE, 1991.

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STATE OF OHIO
COUNTY OF PUTNAM

Before me, as Notary Public in and for said County and State, personally appeared the above named

who acknowledged that he did sign the foregoing instrument and that the same is free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at _____ this _____ day of _____, 1991.

Notary Public

This Instrument prepared by Daniel R. Gerschütz, Attorney at Law, 125 West Main Street, P. O. Box 327, Ottawa, OH 45875

DANIEL R. GERSCHUTZ
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