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## **AGREEMENT**

This Agreement made and entered into this 10<sup>th</sup> day of January, 2004, by and between the LAKE COUNTY RECORDER, by and through Michael A. Brown, Recorder, hereinafter referred to as ("LCR"), and PROPERTY INSIGHT, a division of CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation, hereinafter referred to as ("PI").

## WITNESSETH:

WHEREAS, prior representatives of LCR and PI had a previous agreement, LCR has provided PI with copies of microfilm of the public documents that have been recorded in LCR's office;

where AS, as a part of said agreement, LCR has provided PI with 4 rolls of microfilm of the public documents that have been recorded in LCR's office. PI pays to LCR the sum of Ten Thousand Dollars and no cents (\$10,000.00), per month. The terms of the agreement are as follows:

- 1. LCR's office will provide four (4) rolls of microfilm of public documents

  recorded in the LCR's office to PI within fourteen (14) days of the date that the

  documents were recorded with LCR.
- 2. LCR's office will provide six (6) days CD's of public documents recorded in the LCR's office to PI within five (5) days of the date that the documents were recorded with LCR.
- LCR will provide to PI on CD previously scanned and imaged recorded documents dating from January 2005 forward.

WHEREAS, the parties agree that the terms of this Agreement shall be reviewed annually by the parties and is subject to modification only by mutual consent of the parties hereto.

This Agreement constitutes the entire understanding between the parties related to the subject matter hereof, supersedes all prior written and/or oral agreement, and may be modified only by a separate written instrument signed by the parties hereto.

This Agreement may be amended by the parties as it relates to the UCC public documents, upon receipt of a written opinion from the State Board of Accounts relating to this issue.

That in the event either of the parties to this Agreement shall default in any of the terms and provisions hereof, then the non-defaulting party, provided, however, the defaulting party cures said default within said thirty (30) day period, this Agreement shall remain in full force and effect.

This Agreements shall be governed by and construed in accordance with the laws of the State of Indiana.

That if a dispute does arise regarding the Agreement that both parties irrevocably waive their right to a Jury Trial and that proper venue will be Lake County, Indiana.

The parties understand and agree that the facsimile signature of any party to this Agreement is valid and binding as if the same were the original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and first-above written.

LAKE COUNTY RECORDER

PROPERTY INSIGHT

BY: Michael A Draw

Penny Sohovich

