

Chase

WARRANTY DEED

Project 1-70-3(52)77
Code 0536
Parcel 57

This Indenture Witnesseth, That *KYLER J. COMSTOCK AND RUTH I. COMSTOCK (ADULT HUSBAND AND WIFE)*

of *MARION* County, in the State of *INDIANA* Convey and Warrant to the STATE OF INDIANA for and in consideration of

FOUR THOUSAND FIVE HUNDRED AND 00/100 (\$4500.00) Dollars,

the receipt whereof is hereby acknowledged, the following described Real Estate in *MARION* County in the State of Indiana, to wit:

LOT NUMBERED 77 IN McCARTY'S SUBDIVISION OF THE WEST PART OF OUT LOT 120 OF THE DONATION LANDS OF THE CITY OF INDIANAPOLIS, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 7, PAGE 74, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

THIS CONVEYANCE IS FOR THE PURPOSES OF A LIMITED ACCESS FACILITY, AND THE GRANTOR ALSO CONVEYS AND EXTINGUISHES ALL RIGHTS OR EASEMENTS OF INGRESS OR EGRESS TO, FROM, OR ACROSS THE ABOVE DESCRIBED REAL ESTATE.

DULY ENTERED FOR TAXATION
JAN 25 1966
John T. Sutton
COUNTY AUDITOR



4.95

RECEIVED FOR RECORD
1966 JAN 26 PM 2:34
MARCIA M. HAWTHORNE
RECORDER OF MARION COUNTY

Paid by Warrant No. *A-78868*
A-78869



W.H.B. dated *12-29-1965*
11-4-65

The grantor shall clear and convey free of all leases, licenses, or other interests both legal and equitable, and all encumbrances of any kind or character on, in and under said land as conveyed.

It is understood between the parties hereto, and their successors in title, and made a covenant herein which shall run with the land, that all lands hereinbefore described (excepting any parcels specifically designated as easements or as temporary rights of way) are conveyed in fee simple and not merely for right of way purposes, and that no reversionary rights whatsoever are intended to remain in the grantor(s).

And further states that said grantors do hereby represent and state that they are each citizens of the United States of America, and that said citizenship has existed continuously since prior to April 8, 1940; that they have been domiciled and residing continuously within the United States since prior to April 8, 1940; that they are not acting directly or indirectly in any capacity whatsoever for any foreign country or national thereof; that there is no one other than above grantor(s) who has (have) had any proprietary right, title or interest in the above described real estate, either directly or indirectly, during grantors ownership, that these representations and statements are made under oath to induce the acceptance of this deed of conveyance.

In Witness Whereof, the said *KYLER J. COMSTOCK AND RUTH I. COMSTOCK (ADULT HUSBAND AND WIFE)* have hereunto set their hands and seal, this *3rd* day of *NOVEMBER* 1965
(Seal) *Kyler J. Comstock* (Seal)
KYLER J. COMSTOCK (ADULT HUSBAND)
(Seal) *Ruth I. Comstock* (Seal)
RUTH I. COMSTOCK (ADULT WIFE)
(Seal) _____ (Seal)
(Seal) _____ (Seal)

MEH *12-13-65*

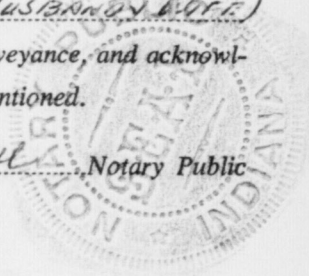
This Instrument Prepared by *J.K. VINTON* 5/28/65

Nov 22 1965

STATE OF INDIANA, County, ss:
Before me, the undersigned, a Notary Public in and for said County and State, this
day of, A. D. 19.....; personally appeared the within named
..... Grantor..... in the above conveyance, and acknowl-
edged the same to be..... voluntary act and deed, for the uses and purposes herein mentioned.
I have hereunto subscribed my name and affixed my official seal.
My Commission expires..... Notary Public

STATE OF INDIANA, County, ss:
Before me, the undersigned, a Notary Public in and for said County and State, this
day of, A. D. 19.....; personally appeared the within named
..... Grantor..... in the above conveyance, and acknowl-
edged the same to be..... voluntary act and deed, for the uses and purposes herein mentioned.
I have hereunto subscribed my name and affixed my official seal.
My Commission expires..... Notary Public

STATE OF INDIANA, MARION County, ss:
Before me, the undersigned, a Notary Public in and for said County and State, this 3rd
day of NOVEMBER, A. D. 1965; personally appeared the within named
KYLER J. COMSTOCK AND RUTH I. COMSTOCK (ADULT HUSBAND & WIFE)
..... Grantor S in the above conveyance, and acknowl-
edged the same to be THEIR voluntary act and deed, for the uses and purposes herein mentioned.
I have hereunto subscribed my name and affixed my official seal.
My Commission expires JANUARY 1969 Chadwick G. Hall Notary Public
Chadwick G. Hall



66 4587

WARRANTY DEED

FROM

TO

STATE OF INDIANA

Received for record this.....

day of....., 19.....

at..... o'clock..... m, and

Recorded in Book No. page.....

Recorder..... JAN 9 1966 County

Duly entered for taxation this.....

day of..... COUNTY AUDITOR, 19.....

Auditor's fee \$.....

Auditor..... County

ENVELOPE

Division of Land Acquisition
Indiana State Highway Commission

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE
INDIANAPOLIS, INDIANA

January 6, 1966 19

To Kyier J. Comstock &
Ruth I. Comstock
2158 South Delaware
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-78868 12-29-65 19
in settlement of the following vouchers:

DESCRIPTION	AMOUNT
Purchase	
<i>For the purchase of Right of Way on State Road</i>	
No. I-70 in Marion	
County I Project 70-3	
Section (52) as per Grant dated	
November 3, 1965	
Parcel 57	4000.00

PLEASE RECEIPT AND RETURN

Received Payment: *Kyier J. Comstock*Date: *1/8/1966*

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA

January 6, 1966 19

To Kyler J. Comstock &
Ruth I Comstock
2158 South Delaware
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-78869 12-29-65 19
in settlement of the following vouchers:

DESCRIPTION	AMOUNT
Purchase	
<i>For the purchase of Right of Way on State Road</i>	
No. I-70 in Marion	
County I Project 70-3	
Section (52) as per Grant dated	
November 3, 1965	
Parcel 57	500.00
Escrow	

PLEASE RECEIPT AND RETURN

Received Payment: *Kyler J. Comstock*Date *3/3/66*

Control

APPRAISAL REVIEW FORM
Division of Land Acquisition
Indiana State Highway Commission

Project I-70-3(52)
Parcel No. 57
Road I-70
County Marion
Owner Kyle J. Constock
Address 1215 S. Delaware
Address of Appraised Property:
1026 S. Senate

I have reviewed this parcel and appraisal report for the following items:

1. I have personally checked all comparables and concur in the determinations made.
2. Planning and Detail Maps were supplied appraisers.
3. The three approaches required (Income, Market Data, and Cost Replacement) were considered.
4. Necessary photos are enclosed.
5. The appraisal is fully documented and supported as required by the State Highway Commission and the requirements of P.P.M. 21-4.1 of the Federal Bureau of Roads.
6. Plats drawn by the appraisers are attached.
7. I have personally inspected the Plans.
8. I have personally inspected the site and familiarized myself with the parcel on...
9. The computations of this parcel have been checked and reviewed.
10. The appraiser has complied with the Indiana State Highway Commission instructional outline and/or good appraisal practices.

yes
Advanced Acquisition
Income Approach used
yes
yes
Advanced Acquisition
October 21, 1965
see attachment
yes

I have made a determined effort to consider all competent information that I have secured and that is documented by the appraisers, including any comments by the property owner, along with any recent awards by condemnation juries that have been brought to my attention, that is relevant to this matter.

This is to certify that I have no present or contemplated future interest in this property, nor have I entered into collusion with the property owner or an agent of the property owner.

It is my opinion as of October 21, 1965 :
(Date)

Estimate of Appraisers:

	By: <u>Davidson</u>	By:	Approved By Reviewer
(a) The fair market value of the entire property before the taking is:	\$ 4,500.00	\$	\$ 4,500.00
(b) The fair market value of the property after the taking, assuming the completion of the improvement is:	\$ 0	\$	\$ 0
The Total Value of Taking Is: (a minus b) TOTAL	\$ 4,500.00	\$	\$ 4,500.00
(1) Land and/or improvements	\$ 4,500.00	\$	\$ 4,500.00
(2) Damages	\$ 0	\$	\$ 0
(3) Less non-compensable items	\$ 0	\$	\$ 0
(4) Estimated Total Compensation	\$ 4,500.00	\$	\$ 4,500.00

Approved	Date	Signed
Rev. Appr.	10-27-65	<u>James A. Bell</u>
Asst. or Chief Appr.	10/29/65	<u>J.E. Bell</u>

(All comments and additional information will be shown on the reverse side of this page and/or by use of supplemental sheets.)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I70-3-54

BUYER'S REPORT NUMBER: 3 COUNTY marion PARCEL NO. 57

NAME & ADDRESS OF OWNER Lucy W Tompkins a widow

1615 Arrow Ave Indianapolis Ind PHONE # 638-1190

NAME & ADDRESS OF PERSON CONTACTED Same work - FL7-3686

PHONE # _____
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 2-23-66 DATE OF CONTACT 3-9-66

OFFER \$ 9550.00 TIME OF CONTACT 12 noon

- | YES | NO | N/A | (Circle N/A if all questions are not applicable) |
|--------|-----|-----|---------------------------------------------------------------------------|
| 1. () | () | () | Checked abstract with owner? (Affidavit taken?: Yes ___ No ___) |
| 2. () | () | () | Showed plans, explained take, made offer, etc.? |
| 3. () | () | () | Any Mortgage? (Any other Liens, Judgements? Yes ___ No ___) |
| 4. () | () | () | Explained about retention of Bldgs. (any being retained? Yes ___ No ___) |
| 5. () | () | () | Filled out RAAP Form? |
| 6. () | () | () | Walked over property with owner? (or who? _____) |
| 7. () | () | () | Arranged for payment of taxes? (Explain how in remarks) |
| 8. () | () | () | Secured Right of Entry? (Secured Driveway R.O.E.? Yes ___ No ___ N/A ___) |
| 9. () | () | () | Gave Owner Firm Offer & Eminent Domain Procedures Letter & Explained it? |

REMARKS: I call Mrs Lucy W Tompkins by phone and ask her if she was ready to sign deed to the State and she said she would like some time to look for a house to buy and had not found one at this time and she call me if she found one she like at the price

Status of Parcel: () Secured () Bought, awaiting mortgage release, () Condemned
() Other, awaiting what? _____

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify:

BFWilson
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

BUYERS REPORT # _____

PROJECT # I 70-3 (52) PARCEL # 57 COUNTY MARION

NAME & ADDRESS OF OWNER KYLER AND RUTH COMSTOCK
2158 SOUTH DELAWARE PHONE # 574-5779

NAME & ADDRESS OF PERSON CONTACTED THE ABOUTE
SUB PROP AT 1026 SO SENATE PHONE # _____

(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 11-2-65 DATE OF CONTACT 11-3-65

OFFER \$ 4500⁰⁰ TIME OF CONTACT _____

YES NO N/A (Circle N/A if all questions are not applicable)

1. () () Checked abstract with owner? Affidavit taken? () Yes () No
2. () () Showed plans, explained take, made offer, etc.?
3. () () Any mortgage? (Is it VA _____, FHA _____, FNMA _____, Fed.Ld. Bk. _____, Conv'l. _____?)
4. () () Explained about retention of Buildings? (any being retained? () Yes, No)
5. () () Filled out RAAP Form?
6. () () Walked over property with owner (or who? _____)
7. () () Arranged for payment of taxes? (Explain how in remarks)
8. () () () Secured Right of Entry? Secured Driveway Permit? () Yes () No () N/A
9. () () () Explained Eminent Domain Procedures?

REMARKS: MET WITH THE ABOUTE - DISCUSSED ALL PHASES.

MADE OFFER. THE COMSTOCKS SIGNED WARRANTY

DEED-ESCROW - 2 VOUCHERS TOTALLING \$4500⁰⁰ AND

MR COMSTOCK GAVE ME \$4.95^{CASH} FOR DEED STAMPS.

MR COMSTOCK GAVE ME "PAID" 6513 REAL PROP TAX BILL.

Status of Parcel: () Secured, () Bought, awaiting mortgage release, () Condemned

() Other, awaiting what? _____

Distribution Made

- Parcel Weekly Summary
- Owner Other, Specify: _____

Chadwick Hall
(Signature)

12A1938

AFFIDAVIT

STATE OF INDIANA

COUNTY OF MARION

} ss:

STEPHEN FLIKE & ALMA FLIKE, being duly sworn, on their oaths say that they are the owners in fee of the following described real estate in said County, State of Indiana, to-wit:

Lot 77 in McCarthy's Subdivision of the West part of Out Lot 120 in the City of Indianapolis, as per plat thereof, recorded in Plat Book 7, page 74 in the office of the Recorder of Marion County, Indiana.

that there are no unsatisfied mortgages, judgments, liens or incumbrances of any kind thereon, except
Old mortgage to Railroadmen's Bldg. & Saving Assn. \$630.24
Taxes 123.51

that they have made no conveyances of or placed any mortgages or other incumbrances on said real estate, or contract for the sale of the same, or any part thereof, nor have they caused or permitted any such mortgages, conveyances, contract or incumbrances to be made for them which are or may become a charge against or affect their title to said real estate, since they became the owner thereof, except as hereinabove stated

and they have not allowed any claim to be made against them which can be hereafter filed and entered against the same; that no person, persons, corporation or corporations has done any work or furnished any materials that would entitle such person, persons, corporation or corporations to any lien on said real estate; that the undersigned are in the peaceable possession of said real estate; that the fee simple title thereto has never been questioned; that there is no unsatisfied judgment in any of the United States Courts for Indiana that is or can become a lien upon said real estate; that they are not a party to any pending litigation nor any bankruptcy proceedings.

And affiant s further swear that they are husband and wife, ~~xxxxxx~~ man and over the age of twenty-one years, and said affiant further says that they are not now either principal or surety on any recognizance bond, and that they are not now a defendant in any action on a bond payable to the State of Indiana.

This Affidavit is made for the purpose of inducing the Home Owners' Loan Corporation to extend credit to the undersigned in the form of a mortgage loan as applied for by these affiants.

*Stephen Flike
Alma Flike*

Subscribed and sworn to before me, a Notary Public in and for said County, this FEB 27 1934 day of February, 1934.

My commission expires My commission expires Feb. 16, 1938.

Notary Public.

ok
10

THIS AGREEMENT, made this 26th day of March, 1940, by and between the HOME OWNERS' LOAN CORPORATION, a corporate instrumentality of the United States of America, with its principal office at Washington, D. C., hereinafter called the "CORPORATION," and Stephen Flike and Alma Flike, Husband and Wife, hereinafter called the "OWNERS,"

WITNESSETH:

WHEREAS, the CORPORATION is the owner and holder of a certain promissory note, dated February 26, 1934, and secured by a mortgage of even date, recorded in Mortgage Record 1103, on page 610, in the Office of the Recorder of Marion County, Indiana, and

WHEREAS, there is unpaid on said note and mortgage as of the 26th day of March, 1940, the amount of SIX HUNDRED SIXTY-ONE and 10/100 Dollars (\$661.10), including principal, interest, and advances, which amount the OWNERS owe the CORPORATION but are unable to pay pursuant to the provisions of said instruments.

NOW, THEREFORE, in consideration of the mutual promises herein made by and to each other, it is mutually agreed as follows:

1. The OWNERS covenant and agree that they are the owners and holders of the title to the property described in said mortgage; that said mortgage is a valid first lien against said property; and that the OWNERS are legally authorized to execute this instrument.
2. The CORPORATION hereby extends the time for payment of said amount remaining unpaid as of said date; and the OWNERS hereby agree:
 - (a) To pay the Corporation said amount, with interest from said date at the rate of 5% per annum on the unpaid balance, in monthly installments of \$7.35, the first of which shall become due and payable on the 26th day of April, 1940, and the remaining installments on the same day of each consecutive month thereafter until said amount, together with interest thereon, is fully paid; and
 - (b) To perform all of the covenants and conditions of said note and mortgage and of this agreement.
3. All the rights and remedies provided in said note and mortgage relating to default in the making of payments shall also apply to default in the making of the payments provided in paragraph numbered 2 hereof.
4. The OWNERS covenant and agree to pay, at the times and in the manner in this paragraph specified, such taxes, assessments and other levies, charges and items as the Corporation may determine, together with such costs of renewal or purchase of fire or other insurance on said property as the CORPORATION may require, all of which are hereinafter designated as "items." The OWNERS agree that any failure to so pay said items shall constitute a default under said mortgage as extended, upon the happening of which the CORPORATION may at its option exercise any or all of its rights and pursue any or all of its remedies provided in said mortgage as extended or arising by operation of law. The OWNERS shall provide for the payment of said items by paying to the Corporation during the term of said mortgage as extended, in addition to all other payments to be made by the OWNERS hereunder and at the several times at which the OWNERS are obligated to make installment payment of principal and/or interest as provided in paragraph 2 hereof, additional payments at the rate of at least 1/12 per month of the annual aggregate of such items, as such annual aggregate is from time to time estimated by the CORPORATION. The CORPORATION may commingle with its general funds any moneys received or retained by it pursuant to the provisions of this paragraph and shall not be liable for the payment of any interest thereon, nor shall the CORPORATION incur any liability to the OWNERS or any other party on account of such moneys, except to account for funds received and funds disbursed under the terms hereof. From and out of moneys received by the CORPORATION pursuant to the provisions of this paragraph, and/or from and out of any other moneys received by the CORPORATION from the OWNERS or for the OWNERS' account, the CORPORATION may at any time pay the whole or any part of any such items, whether the same has or has not become due or overdue, together with any penalty, interest and charges thereon; or may retain without liability for interest or otherwise except to account for funds received and funds disbursed, any of such moneys for payment of said items; or the CORPORATION may at its sole option apply at any time any or all of such moneys to the payment of any indebtedness owing to it from the OWNERS which is due or past due. If such moneys accumulated by the OWNERS in the hands of the CORPORATION pursuant to the provisions of this paragraph are insufficient in amount to pay and discharge such items, together with any penalty, interest or charges thereon, when the same become due, payable, past due or delinquent, and if the OWNERS fail to pay to the CORPORATION, without demand, the amount of such deficiency, then the CORPORATION at its sole option may at any time pay the whole or any part of any of such items, charges, penalties or interest from its own funds, and any such payment by the CORPORATION from its own funds shall constitute an advance for the account of the OWNERS, and shall be secured by, and added to the principal sum already secured by said mortgage as extended and shall be repaid by the OWNERS on demand. Such advance shall bear interest from the date thereof at the rate provided in paragraph 2 hereof and such interest shall become due and payable on the date on which OWNERS are obligated to make an installment payment of principal and/or interest next succeeding the date of such advance and thereafter on each succeeding date on which OWNERS are so obligated to make an installment payment of principal and/or interest until such advance and interest thereon have been paid in full. All payments of such items, charges, penalties or interest made by the Corporation hereunder may be in such amounts as are shown by its own records, or by bills therefor obtained by the CORPORATION from and issued by proper authority, to be due, payable, past due or delinquent on account thereof, or on the basis of any other information received by the CORPORATION. Upon full payment of all OWNERS' indebtedness to the CORPORATION, it shall refund to the OWNERS, without interest, all unexpended and unapplied moneys then in its possession which were theretofore received or retained by the Corporation pursuant to the provisions of this paragraph, but none of said moneys received or retained by the CORPORATION hereunder may be withdrawn so long as any indebtedness of the OWNERS to the CORPORATION remains unpaid.
5. The OWNERS agree to pay to the CORPORATION, upon demand, any and all costs incurred in connection with the granting of this extension and not paid by the OWNERS at the execution of this instrument, including cost of continuation of the abstract of title, attorney's fees and costs of recording. Such costs shall constitute advances for the account of OWNERS and shall be secured by, and added to the principal sum already secured by, said mortgage as extended; and shall be repaid by OWNERS with interest from the dates thereof at the rate provided in paragraph 2 hereof and such interest shall become due and payable on the date on which OWNERS are obligated to make an installment payment of principal and/or interest next succeeding the date of each such advance and thereafter on each succeeding date on which OWNERS are so obligated to make an installment payment of principal and/or interest until each such advance and interest thereon have been paid in full.

- 6. None of the provisions of this instrument shall in any way impair or diminish any of the CORPORATION'S rights under or remedies on its note and/or its mortgage as extended, whether such rights or remedies arise thereunder or by operation of law. None of the OWNERS' obligations or liabilities under said note and/or said mortgage as extended shall be diminished or released by any provision hereof.
- 7. The CORPORATION expressly reserves all rights of recourse and otherwise against any property or any other persons in any way liable on OWNERS' indebtedness hereinabove set forth.
- 8. The provisions of this instrument shall bind and inure to the benefit of, the parties hereto, the undersigned, their heirs, executor, administrators, successors and assigns. Wherever the context hereof so requires, the masculine shall include the feminine and the plural the singular.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

HOME OWNERS' LOAN CORPORATION

By *[Signature]*
 REGIONAL TREASURER (Title)
 + *Stephen Flike* (L. S.)
 + *Alma Flike* (L. S.)
 (L. S.)

STATE OF INDIANA

County of MARION } ss

On this 25th day of April, 1940, before me, a Notary Public in and for said County and

State, personally appeared Stephen Flike and Alma Flike, husband and wife

to me known to be the same persons described in and who executed the foregoing instrument, and who have severally acknowledged the same to be their free act and deed.

Oriniel Hitch
 Notary Public

My Commission Expires Oct. 10, 1943

ACCOUNTING SECTION
 STATEMENT UNIT.

EXTENSION AGREEMENT

Between
 Home Owners' Loan Corporation,
 and

RECORDER'S OFFICE

County

Received for record the.....

day of....., A. D. 19.....

at.....o'clock and recorded in

Book.....of Mortgages on Page

Recorder.

Then recorded return to.....

12A1938

State of Indiana,)
Marion County,) ss:

I, Albert Beaver, residing at No. 130 North Liberty Street, in the City of Indianapolis, Indiana, upon his oath says:

That William Beaver died at Indianapolis, Indiana, on October 9, 1886, intestate, leaving surviving him as his sole and only heirs at law:

Mary E. Beaver, widow, and

^{to} Albert Beaver, son, who was born at Indianapolis, Indiana, on February 22, 1872.

That Mary E. Beaver died at Indianapolis, Indiana, intestate, on September 16, 1915, unmarried, leaving surviving her as her sole and only heirs at law:

^{to} Albert Beaver and Charles Pierson, sons.

That William Beaver, who died on October 9, 1886, was the owner of Lot Seventy-Seven (77) in McCarty's Subdivision of the West Part of Out Lot One Hundred and Twenty (120) in the City of Indianapolis, Marion County, Indiana, at the time of his death.

Albert C. Beaver

Subscribed and sworn to before me, this 1st day of November, 1915.

My commission expires
April 21, 1918.

John A. Hugg
Notary Public.

Abstract of Title to Lot number Seventy Seven (77) in McCarty's Subdivision of the West Part of Out Lot No.120 in the City of Indianapolis, Marion County, Indiana.

Prepared for William Beaver.

Historical Note.

The land now known as Marion County, is a part of the Territory purchased by the United States of the Delaware Indians, by treaty, at Greenville, Ohio, in 1818. By act of Congress, the United States granted to the State of Indiana four section of land for a State Capital, subject to certain conditions, which grant and conditions were accepted and in 1821 said four sections were located, being Sections 1, 2 and 12, and part of Sections 3 and 11, in Township 15, North, of Range 3, East, containing in all 2,560 acres, equal to four full sections.

The City of Indianapolis was then laid out into Squares and Out-Lots, and the Office of Agent of State created; the duty of said officer being to sell and convey Lots in said City. In 1844 said office was discontinued, and the papers and records transferred to the Secretary and Auditor of State, who are at present custodians thereof.

1 Ebenezer Sharpe
Agent of State of Indiana
for Town of Indianapolis
to
Nicholas McCarty

Agents Deed
Book "D" page 535
Date: May 2, 1834
Recorded June 21, 1834
Conveys: Out Lot 120 in the Town
of Indianapolis, with other real
estate.

2 Nicholas McCarty died intestate, May 17, 1854 seized of said Out Lot 120 with other real estate. Letters of administration were issued to Margaret McCarty his widow June 3, 1854, which action was confirmed by Court July 3, 1854.

Said estate was fully and finally settled Jany. 7, 1860 as fully appears in Complete Record No. 11 Marion Common Pleas Court page 66 to 120.

Record of distribution shows that said intestate left surviving him as his only heirs at law Margaret McCarty his widow and Susanna McCarty, Margaret R. McCarty, Frances J. McCarty and Nicholas McCarty his children.

3

On June 23, 1854, Margaret McCarty widow of Nicholas McCarty filed in the Common Pleas Court of Marion County, Indiana a petition for partition wherein she alleged that as such widow she was the owner of an undivided one third, of certain real estate in said petition described and which included, said Out Lot 120 in the City of Indianapolis.

Record shows service of notice upon all of the children of decedent, Nicholas McCarty, a default as to Susanna McCarty and Margaret R. McCarty and the appointment of Guardian ad litem for Frances J. McCarty and Nicholas McCarty, who were minors, Answer by Guardian ad litem trial finding and Judgment for partition at July Term 1854 of Common Pleas Court; appointment of Andrew Wilson, James Blake and James Wood Commissioners to make such partition, Oct. 13, 1854 said Commissioners make report wherein they set off and assign to Margaret McCarty as her one third interest of the real estate described in her petition certain real estate in the City of Indianapolis not including Out Lot 120 in the City of Indianapolis nor any part thereof, which report was approved and confirmed by the Court. Proceedings appear in Complete Record No. 4 Common Pleas Court page 159 to 163.

4 Susannah McCarty
and
Henry Day

Marriage December 9, 1857
Marriage Rec. No. 6 page 659

5 Margaret R. McCarty
and
John C. S. Harrison

Marriage October 2, 1867
Marriage Record No. 10 page 30

6 Susanna McCarty Day died testate Aug. 30, 1873. Her will appears in will Record "E" page 123 and is in substance as follows:

Devises to her Brother Nicholas McCarty all her personal property (except that in the dwelling house occupied by testator which is given to her husband Rev. Henry Day) and the crops on certain land on condition of the payment of a certain amount of cash to her executors and the execution of certain notes to her executor, also devises to Nicholas McCarty certain real estate in Marion County, Indiana (not embracing any part of Out Lot 120) on condition of the payment of a certain amount of cash to her estate and the execution of certain notes by him to her executor, Should such condition imposed be

not complied with either as to the personal or real estate such bequest and devise shall fail and such property is devised equally to husband and children of testator, Rev, Henry Day and Henry McCarty Day. Gives and bequeaths all the residue of testators real property of whatever description and wherever situate the one third to husband Rev. Henry Day, one third to son Henry McCarty Day and one third to daughter; Margaret McCarty Day, Appoints Rev. Henry Day executor of will and also as Guardian of testators children. Said will is dated Aug. 21, 1873, is witnessed by Margaret A. Wood and John S. Tarkington and was admitted to probate Sept. 19, 1873.

7

Estate of Susanna McCarty Day was fully and finally settled October 17, 1874 as appears in Circuit Court Order Book (Probate) No. 35 page 80.

8

Henry Day was appointed Guardian October 15, 1873, of Henry McCarty Day, and Margaret McCarty Day aged 14 and 10 years respectively Guardian's Docket 3 page 30 Order Book 34 page 309 of the Marion Circuit Court.

Henry McCarty Day became of age October 21, 1880 and said Guardianship was closed as to him. Order Book 56 page 227.

Guardianship closed as to Margaret McCarty Day Sept. 11, 1885. See Order Book 72 page 284.

9

Plat Book 7 page 74 shows that Nicholas McCarty, Frances J. McCarty, John C. S. Harrison and Margaret R. McCarty Harrison his wife, and Henry Day for himself and as Guardian of Henry McCarty Day and Margaret McCarty Day, filed a plat of McCarty's Subdivision of the West part of Out Lot 120 in the City of Indianapolis, said Plat was dated Apr. 10, 1875 and recorded Apr. 13, 1875.

This Subdivision comprises 136 lots, numbered 1 to 136 inclusive, and two large lots or blocks lettered "A" and "B".

10

Affidavit in Misc. Record 17. page 11 as follows, I Henry Day, the undersigned, being duly sworn according to law, say that ever since the year 1857, I was acquainted with the family of the Nicholas McCarty to whom the Agent of the State deeded Out Lot 120 in the City of

13

Order Book 35 Circuit Court pages 486 to 488 shows petition filed May 19, 1875 by Henry Day Guardian of Henry McCarty Day and Margaret McCarty Day for the sale of the undivided one sixth interest owned by said wards in lots 1 to 136 in McCarty's Subdivision of the West part of Out Lot No. 120 in the City of Indianapolis.

Record shows appointment of Lawrence G. Hay and William Mansur appraisers filing of report of appraisers wherein said lot 77 is appraised at \$58.00 Additional Bond filed by Guardian. Guardian ordered to sell said lots at private sale without notice where the amount of sale shall not exceed \$1000, and sale may be made upon such terms and time of credit as shall be best for wards interests not to exceed five years. Order Book 52 page 288 shows report of said Guardian May 31, 1879, where in he reports a sale, at private sale of the undivided interests of said wards to William Beever June 6, 1876 at more than the appraised value of said lot, that full payment of the purchase money has been made. Court approves and confirms sale, orders Guardian to execute deed, which deed is reported the Court and examined and approved by him and ordered delivered.

Said proceedings are also shown in Complete Record 27 page 228.

14

Miscellaneous Rec. 74 page 241 shows the following affidavit:

State of Indiana, Marion County, SS: Nicholas McCarty being duly sworn upon his oath says: That he is the son of Nicholas McCarty, deceased who formerly owned in his life time Out Lot 120 in the City of Indianapolis, Indiana.

That this affiant is now 78 years of age, and that he is the brother of Margaret R. McCarty, Frances J. McCarty and Susannah McCarty Day, that this affiant has never been married and his sister Frances J. McCarty has never been married and that Margaret R. McCarty was married on the 3rd day of October 1867 to John C. S. Harrison.

(Signed) Nicholas McCarty.

Subscribed and sworn to Nov. 22, 1912 and Recorded Nov. 23, 1912. Also Misc. Rec. 73 page 590 shows affidavit of N. McCarty to the effect that himself and sister Frances J. were unmarried May 11, 1871. Misc. Rec. 71 page 486 shows affidavit of Nicholas McCarty that himself and sister Frances J. were unmarried April 28, 1875.

An instrument of writing purporting to be the last will and testament of Mary E. Beaver deceased late of this County, executed on September 21, 1906, is now produced in open Court and application made for the probate thereof. And now comes Richard M. Coleman, one of the subscribing witnesses to said instrument and Charles E. Pierson and Albert C. Beaver and testify as to due execution thereof by said decedent:

And the Court being sufficiently advised now finds that said Mary E. Pierce was divorced from William Pierce, October 2, 1897 in the Marion Superior Court of Marion County, Cause #54904 and entered in Order Book 222 page 428 in said Court.

The Court further finds that Mary E. Pierce married Alexander Shanks, and that Mary E. Shanks was divorced from Alexander Shanks on June 26, 1908, and name of Mary E. Beaver restored to her in the Marion Superior Court. Cause #76014 and entered in Order Book 282 page 188.

The Court further finds that Mary E. Pierce being an unmarried woman at the time of the execution of said instrument offered for probate and afterwards married Alexander Shanks that the same should not be probated.

It is therefore ordered by the Court that the instrument of writing purporting to be the last will and testament of Mary E. Pierce should not be probated.

22 Alexander Shanks
vs
Mary E. Shanks

Costs SINCE PAID *aug 21 1916*
Marion Title Guaranty Company
By *J. H. Wilkins* Mandate

Judgment Superior Court
Series 4 page 44
Order Book 282 page 188
Cause #76014
Amount: Costs. Unpaid except \$2.00
and fee of \$5.00 to Pros. Atty.

*Costs pd.
aug 21/1916
cy*

*2.55
2.00
3.00
40
7.95*

15 From sources outside of the records we are informed that William Beaver died at Marion County, Indiana, October 9, 1886 intestate, and leaving surviving him as his only heirs at law. Mary E. Beaver his widow, and Albert Beaver a son.

No settlement of his estate was made in Marion County, Indiana.

16 Mary E. Beaver
to
William D. Pierce

Marriage Record 23 page 178
Date: Jan'y 31, 1891

17 Mary E. Pierce
vs
William Pierce

Decree of Divorce
Superior Court
October 2, 1897
Cause #54904
Order Book 222 page 428

18 Mary E. Pierce
to
Alexander Shanks

Marriage Record 42 page 710
Date: September 22, 1906

19 Mary E. Shanks
vs
Alexander Shanks

Decree of Divorce
Superior Court June 26, 1908
Cause #76014 Order Book 282 p 188
Restoration of former name Mary E.
Beaver given plaintiff.

20 Mary E. Beaver died intestate (see entry below) September 16, 1915. Herman Grinsteiner appointed administrator. Estate still pending. General Entry Docket 47-13802.

21 The following entry appears of record in Order Book 33 page 482 of the Marion Probate Court:
In re Estate
of Mary E. Beaver Deceased.

Indianapolis, on May 2, 1835, which deed is recorded in Deed Record "D" page 535, that said Nicholas McCarty died previous to the fall of 1854, that he left Margaret McCarty, his widow, surviving him; that the only children he left surviving him were Nicholas McCarty, Junior, Margaret R. McCarty, Frances J. McCarty and Susannah McCarty, who subsequently married affiant; that he left surviving him no grand-children by deceased sons or daughters, that said Nicholas McCarty, Jr. Frances J. McCarty and Margaret R. McCarty were of age and unmarried on February 9, 1864, and that the said Susannah McCarty affiant's wife, was of age on February 9, 1864. This affidavit was dated Sept. 7, 1881 and Recorded Jan. 23, 1893.

11	Nicholas McCarty Margaret R. McCarty Harrison and Husband John C.S. Frances J. McCarty Henry Day to William Beaver (Name also looks like Beyer) said Subdivision as recorded in the Recorder's Office of said County of Marion.	Warranty Deed Town Lot Rec. 127 page 245 Date: June 7, 1876 Recorded September 27, 1879 Conveys: Undivided five sixths part of Lot numbered 77 in McCarty's Subdivision of the West part of Out Lot 120 in the City of Indianapolis, according to the plat of
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12	Henry Day, Guardian of Henry McCarty Day and Margaret McCarty Day Minor Heirs of Susanna McCarty Day to William Beaver (Name also looks like "Beyer")	Guardian's Deed Town Lot Record 127 page 246 Date: May 31, 1879 Recorded Sept. 27, 1879 Conveys: The undivided one sixth part of lot number 77 in McCarty's Subdivision of the West part of Out Lot 120 in the City of Indianapolis, Marion County, Indiana.
----	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

By order of the Circuit Court of Marion County in the State of Indiana, entered in Order Book 52 of said Court at page 288, May 31, 1879, approved by J.D. Adams, Judge.

There are no further conveyances.
ENCUMBRANCES.

23 All Park Assessments in South District paid.

24 Taxes of 1914 paid in full.

25

Taxes of 1915 are

SINCE PAID
Marion Title Company
By W. C. Roupree Manager

We find no further conveyances, nor unsatisfied encumbrances of record on lot as described in the Caption of this abstract, except as set forth above.

Search made of the public records of Marion County, Indiana, in the Redorder's Office, The Indexes of Tax Sales in Auditor's Office, Tax Duplicates in the Treasurer's Office, the Lis Pendens Records of Complaints and Attachments, Judgment Dockets of the Marion Superior, Civil Circuit, and Probate Courts: also Indexes of municipal Assessments in the Treasurer's Office, as certified by the City Authorities, as said Records Dockets and Indexes are now entered up.

October 23, 1915.

INDIANAPOLIS TITLE COMPANY

BY W. C. Roupree

Manager.

--108,274--

Continuation of Abstract of Title to Lot 77 in McCarty's subdivision of the West part of Out Lot 120 in the City of Indianapolis, reference being made to the recorded plat thereof in Plat Book 7, page 74 in the Recorder's office of Marion County, Indiana.

Prepared for W. T. Cannon, since date of October 23, 1915.

Town Lot Record
562. p. 550.
Aug. 1, 1916,
Recorded
Aug. 2, 1916.

Charles E. Pierson, (unmarried)
to
Albert C. Beaver.

Warranty Deed

All my interest in lot number 77 in McCarty's Subdivision of the West part of Out Lot 120 in the City of Indianapolis.

Subject to the second half of the taxes for the year 1915, and for the year 1916.

There are no further conveyances.

ASSESSMENT.

251. p. 136
Approved
May 27, 1921.

6/10 pd. May 1927.

Albert C. Beaver,

Sewer in 1st Alley West of Senate Avenue from Ray Street to point 20 feet North of Wilkins Street.

Lot 77 as above described assessed for \$127.98 payable in 10 annual installments with 6% interest per annum payable semi-annually; 1/10 of said principal sum being payable annually, and the interest payable in May and November of each year.

1st installment due in November, 1921, not paid.

Taxes for the year 1920. 1st installment paid; 2nd installment unpaid payable in November, 1920.

Taxes for the year 1921. now a lien, payable in May and November, 1922.

Indianapolis, Indiana, October 1, 1921.

We find no further conveyances nor unsatisfied encumbrances of record on Lot as described in caption.

Search made in the Recorder's Office, the Tax Sale Records in the Auditor's Office, Current Tax Duplicates in the Treasurer's Office, and the Lis Pendens Records of Complaints and Attachments and Judgment Dockets of the Marion Superior, Circuit and Probate Courts; also Records of Street, Park, Alley and Sewer Improvement Assessments in the Treasurer's Office, as certified by the City Comptroller, as said Records and Dockets are now entered up.

No search made for Judgments in the United States Circuit and District Courts at Indianapolis.

E.C.

-2-

MARION TITLE GUARANTY COMPANY

J. W. Williams
Manager

#11974

1.

INDIANAPOLIS

Continuation of Abstract of Title to Lot Numbered Seventy Seven (77) in McCarty's Subdivision of the West part of Out Lot Numbered One Hundred Twenty (120) in the City of Indianapolis, as per plat thereof recorded in Plat Book 7 page 74 in the Office of the Recorder of Marion County, Indiana.

TITLE

Prepared for W. T. Cannon, since date of October 1, 1921.

T. L. Record
657, p. 153
Oct. 21, 1921
Recorded
Oct. 25, 1921

OF

Albert C. Beaver and Myrtle J. Beaver, his wife. Warranty Deed
to
Stephen Flike and Alma Flike, husband and wife.

2.

ABSTRACTS

Lot 77 in McCarty's Subdivision of the West part of Out Lot 120 in the City of Indianapolis, as per Plat Book 7 page 74 of the records in the office of the Recorder of Marion County, Indiana.

3.

There are no further conveyances.

Encumbrances.

Mtg. Record
795, p. 244
Oct. 23, 1921
Recorded
Oct. 25, 1921

L. M. Brown Abstract Co.,

Stephen Flike and Alma Flike, his wife.
to
The Railroadmen's Building and Savings Association.

Mortgage

4.

Lot 77 in McCarty's Subdivision of the West part of Out Lot 120 in the City of Indianapolis.

To secure the payment of a certain promissory note of even date hereof payable on or before 10 years from date in the principal sum of \$800.00 with interest at the rate of 6-1/2% per annum, until paid together with certain dues, fines, attorney's fees etc.

RECORDED 10/22/21
L. M. BROWN
ABSTRACT & TITLE CO., INC.
RECORDERS & GENL. MGR.

Mtg. Record
917, p. 392
March 7, 1925
Recorded
March 10, 1925

5.

TITLE OF ABSTRACTS OF INDIANAPOLIS

Stephen Flike and
Alma Flike, his wife.

Mortgage

to
The Railroadmen's Building and
Savings Association.

Lot 77 in McCarty's Subdivision of the West part
of Out Lot 120 in the City of Indianapolis.

To secure the payment of a certain promissory
note of even date hereof payable on or before 10 years
from date in the principal sum of \$300.00 with
interest at the rate of 6-1/2% per annum until paid
together with certain dues, fines, attorney's fees,
etc.

Mechanic's Lien.

Misc. Record
181, p. 284
Inst. #11462
March 16, 1927
Recorded
March 17, 1927

6.

ABSTRACTS OF

North Shore Construction & Lumber
Co., of Indiana, Incorporated.

Lien

to
Stephen Flike and
Alma Flike.

Lot 77 McCarty's Subdivision of Out Lot 120
otherwise known as No. 1026 S. Senate Ave. Indianapolis,
Ind., County of Marion.

For the sum of \$293.71.

NOTE: See Entry following for assignment.

SEE ENTRY # SUBSEQUENT CONTINUATION

Release and
Assignment
Record 23, p.
443.

7.

L. M. Brown Abstract Co.,

ASSIGNMENT OF MECHANIC'S LIEN.

For value received the undersigned does hereby
assign, transfer and set over unto Traders Investment
Company, all right, title and interest of the
undersigned in and to a certain claim for lien filed
by the undersigned against Stephen Flike and Alma
Flike, on the premises described as follows:

Lot 77 McCarty's Subdivision of O. L. 120
commonly known as 1026 S. Senate --- in the City of
Indianapolis, County of Marion and State of Indiana,
said claim for lien being heretofore filed in the
office of the recorder of Deeds of Marion County,
Indiana, as document No. 11462 on the 17th day of
March A. D. 1927.

Executed and sealed this 18th day of March A. D.
1927.

(--- ---) North Shore Construction & Lumber Co.
of Indiana, Incorporated.
By Harry Schultes, President.

(NOTE: No acknowledgment and no corporate seal
to above instrument).

8.

INDIANAPOLIS

Taxes for the year 1926, assessed in the name of Stephen and Alma Flike
1st installment \$16.31 paid.
2nd installment \$16.31 not paid.

SINCE AND IN FULL
ATTN: UNION ABSTRACT CO., INC.
BY *Willis*
PRES. & GENL. MGR.

9.

TITLE

Taxes for the year 1927, May and November, 1928.

SINCE AND IN FULL
ATTN: UNION ABSTRACT CO., INC.
BY *Willis*
PRES. & GENL. MGR.

OF

ABSTRACTS

10.

L. M. Brown Abstract Co.,

Indianapolis, Indiana, September 19, 1927.

We find no further conveyances, nor unsatisfied encumbrances filed within the period embraced in this examination.

Searches made in the Recorder's office of Marion County, including the Federal Tax Lien Index in said office, the Lis Pendens records of complaints and attachments, and the general Judgment dockets of the Marion Circuit Court, of the Marion Superior Courts, of the Probate Court of Marion County and of the Civil Municipal Courts of Marion County as said records and dockets are now entered up; the Auditor's indexes of tax sales; the current tax duplicates and the duplicates of unpaid municipal assessments, as same now appear in the hands of the Treasurer of Marion County for collection.

L. M. BROWN ABSTRACT CO.

Willis MGR.

MoA.

-3-

124117

To secure the payment of a certain promissory note of even date herewith payable on or before 10 years from date in the principal sum of \$950.00 with interest at the rate of 6-1/2% per annum until paid, together with certain dues, fines and 10% attorney's fees.

Judgment Search

-4-

Examination made for judgments entered against the following named parties, the search being made and limited according to the names exactly as set forth herein and not otherwise:

Stephen Flike
and
Alma Flike,
not individually

from September 19, 1927
to date and against none
other.

-5-

Taxes for the year 1929 paid.

-6-

Taxes for the year 1930 unpaid.

-7-

Taxes for the year 1931 unpaid.

-8-

Taxes for the year 1932 on the real estate for which this abstract is prepared are assessed in the name of Stephen and Alma Flike and are due and payable on or before the first Mondays in May and November of 1933.

General Tax Duplicate No. 72804 E.F.G.
Indianapolis Center Township

May Installment \$15.88 unpaid.

Nov. Installment \$15.88 unpaid.

-9-

Taxes for the year 1933 now a lien.

124117

CAPTION

-1-

Continuation of Abstract of Title to Lot 77 in McCarty's Subdivision of the West part of Out Lot 120 in the City of Indianapolis as per plat thereof, recorded in Plat Book 7 page 74 in the office of the Recorder of Marion County, Indiana.

Since September 19, 1927.

Prepared for: Home Owners' Loan Corporation

Release Record
23 page 543
Sept. 29, 1927
Recorded
Oct. 5, 1927

RELEASE OF MECHANIC'S LIEN

This certified, That a certain Mechanic's Lien executed by North Shore Construction and Lumber Company of Indiana, Inc. and assigned to Traders Investment Co. on Mar. 18, 1927 to Stephen Flike and Alma Flike on 16th day of March 1927 calling for \$293.71 and duly recorded in Miscellaneous Records of Marion County, State of Indiana in Record No. 181 on page 234 has been fully paid and satisfied, and same is hereby released.

-2-

Witness _____ hand this 29th day of September, 1927.

Traders Investment Company(_____)
By J. H. Leevenhart, Pres.

STATE OF ILLINOIS, COOK COUNTY, SS:

Before me the undersigned a Notary Public in and for said County, this 29th day of September 1927, appeared Traders Investment Company by J.H. Leevenhart acknowledged the execution of the annexed release of Mechanic's Lien.

Witness my hand and notarial seal
Sophia Magid (L.S) Notary Public.

Mtg. Record
1002 page 320
Inst. #43582
Sept. 26, 1927
Recorded
Oct. 1, 1927

Stephen Flike and
Alma Flike, his wife
to
The Railroadmen's Building
and Savings Association
Lot 77 in McCarty's Subdivision of the West
part of Out Lot 120 in the City of Indianapolis.

RECORDED 3/1/34
Mortgage
UNION TITLE CO. INC.
ATTEST
WILLIS H. CORAL
PRES. GENL. MGR.

124117

GUARANTEED CERTIFICATE

10



STATE OF INDIANA }
COUNTY OF MARION } ss:

The undersigned hereby certifies, guarantees and warrants to whoever relies upon this certificate, and this certificate inures to the benefit of the present and all future persons in interest and runs with the real estate described in the caption hereof.

FIRST That the foregoing contains a true and correct abstract of all deeds, mortgages unsatisfied of record, notices of mechanic's liens unsatisfied of record, and all other instruments filed for record or recorded in the Office of the Recorder of said County, including the Federal Tax Lien Index in said Office, affecting the title to the real estate described in the Caption hereof.

That all instruments abstracted herein appear regular in form, execution, and acknowledgment, unless otherwise noted.

SECOND That there are no wills, estates, nor guardianships affecting the title to the real estate described in the caption hereof, except as shown herein.

That there are no notices of Lis Pendens filed in the Lis Pendens Records of Complaints and Attachments, and no judgments against, nor any Recognizance or Replevin Bail signed by any of the parties named above under the caption of judgment search which are now liens upon the real estate described in the caption hereof, as appears from the General Judgment Dockets of the Criminal, Circuit, Superior and Probate Courts, and the Civil Municipal Courts of Marion County, nor any transcripts of judgments of the United States Courts filed in the Office of the Clerk of the Circuit Court of Marion County, as said records and dockets are now entered up, except as hereinabove set out.

THIRD That according to the current tax duplicates and special tax duplicates, and the municipal assessment records in the County Treasurer's Office as certified by the City Comptroller, there are no taxes nor municipal assessments assessed or entered against said real estate, either general or special, due and unpaid, except as shown herein. That according to the tax sale records in the Auditor's Office, there are no tax sales unredeemed, except as shown herein.

FOURTH That there are no liens for unpaid gross income taxes as shown by warrants docketed in the judgment docket in the Office of the Clerk of the Circuit Court, nor for unpaid taxes on intangibles entered upon the duplicates for omitted taxes in the Office of the County Treasurer, against any of the parties named above under the Caption of Judgment Search entered within the periods designated in said Judgment Search.

The period of search of the General Judgment Dockets is specifically set forth in the judgment caption and as to all other matters the period of search covered by this abstract is from the date set out in the Caption hereof to the date of this certificate, both inclusive, and the foregoing recitals relate and our liability hereunder is limited to matters filed or entered of record within such period.

This certificate covers entries Nos. 1 to 10 both inclusive and sheets water-
marked "Union Title Company" Nos. 1 to 3 both inclusive.

Dated at Indianapolis, Indiana, February 2, 1934 8 A.M.

UNION TITLE COMPANY

By *Willis N. Corral*
President and General Manager

-3- H

UNION TITLE COMPANY

INCORPORATED

OFFICERS

WILLIS N. COVAL, President
ALBERT M. BRISTOR, Vice-Pres. & Treas.
HIRAM E. STONECIPHER, Secretary

INDIANAPOLIS, IND.

CAPITAL STOCK \$1,000,000.00

ABSTRACTS OF TITLE TITLE INSURANCE, ESCROWS

UNION TITLE BUILDING
155 E. MARKET ST. LINCOLN 8361-2

DIRECTORS

ALBERT M. BRISTOR
ARTHUR V. BROWN
VERN E. BUNDRIDGE
WILLIS N. COVAL
LINTON A. COX
FRED C. DICKSON
GEORGE B. ELLIOTT
GEORGE C. FORREY, Jr.
MARION F. HINKLE
FRANK P. HUSE
DICK MILLER
NORMAN A. PERRY
FRED T. REED
TIMOTHY P. SEXTON
GEORGE W. SNYDER
H. E. STONECIPHER
JOHN R. WELCH

INDIANAPOLIS, IND., February 2 1934
124117 8 A.M.

Prepared for: Home Owners' Loan Corporation

SEARCH FOR

FEDERAL JUDGMENTS, PENDING BANKRUPTCIES, INTERNAL REVENUE TAX LIENS

in the

UNITED STATES DISTRICT COURTS OF INDIANA

Southern District

Indianapolis Division
Terre Haute Division
Evansville Division
New Albany Division

Northern District

South Bend Division
Hammond Division
Fort Wayne Division

The undersigned hereby CERTIFIES, GUARANTEES, and WARRANTS to whoever relies upon this certificate, that there are no unsatisfied judgments of record constituting liens on real estate in any of the seven divisions of the Federal Courts named above, rendered within that portion of the ten years last past prior to March 11, 1929, the date of the enactment of the Indiana Judgment Conformity Act; nor any transcripts of judgments of the United States Courts filed in the office of the Clerk of the Circuit Court of Marion County, Indiana, that there is no notice of lien for unpaid internal revenue taxes or notice of income tax lien constituting a lien on real estate prior to March 4, 1925, the date of the Indiana Recording Act, and that there is no notice of lien filed in the Federal Tax Lien Index in the Office of the Recorder of Marion County, Indiana; and that there are not upon the records of any of the seven divisions of the Federal courts above named, voluntary bankruptcy proceedings by or involuntary bankruptcy proceedings against any of the following named persons, except as herein-after set out:

Examination made against the parties named below, the search being made and limited according to the names exactly as set forth herein and not otherwise:

This certificate covers all divisions of both Districts of the State down to and including January 31, 1934 8 A.M.

and

The Indianapolis Division of the Southern District down to and including February 2, 1934 8 A.M.

Stephen Flike
Alma Flike

Union Title Co.
INCORPORATED
BY *Willis N. Coval*
PRES. & GENL. MGR.

124117-A

CAPTION

-1-

Continuation of Abstract of Title to Lot 77 in
McCarty's Subdivision of the West part of Out
Lot 120 in the City of Indianapolis as per plat
thereof, recorded in Plat Book 7 page 74 in the
office of the Recorder of Marion County, Indiana.
Since February 2, 1934, 8:00 A.M.

Prepared for: Home Owners' Loan Corporation.

Mortgage Record
1103 page 610
Inst. # 5237
Feb. 26, 1934
Recorded
Feb. 28, 1934
at: 2:35 P.M.

Stephen Flike and
Alma Flike,
husband and wife,
to
Home Owners' Loan
Corporation

Mortgage
SATISFIED & RECORDED
ATTEST, UNION TITLE CO.
BY *Albert M. Grist*
PRESIDENT

3/25/48

-2-

Lot 77 in McCarthy's Subdivision of the West
part of Out Lot 120 in the City of Indianapolis,
as per plat thereof, recorded in Plat Book 7 page
74 in the office of the Recorder of Marion County,
Indiana.

To secure the payment when the same becomes
due of one promissory note, of which the follow-
ing in words and figures is a true copy, to wit:-
\$ 800.00

Indianapolis, Indiana
February 26th, 1934

For value received, I, or we, promise to pay
to the order of Home Owners' Loan Corporation at
its office in Washington, D.C., the sum of \$800.00
with interest at the rate of 5% per annum on the
unpaid balance, and said principal and interest
shall be payable \$ 6.33 monthly from date, to
be applied first to interest on the unpaid balance
and the remainder to principal until said debt is
paid in full. Extra payments may be made at any
time and interest will be charged only on the
unpaid balance.

-18-

-1-M

-over-

124117-A

It is agreed that the borrower pay a sum of \$ 3.33 monthly from date until June, 1936, representing interest only on said debt, at his option, provided all other conditions and covenants of this note and the instrument securing the same are promptly met, and thereafter the monthly payments shall be \$ 7.40 per month, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full.

It is agreed that time is of the essence of this contract and that in the event of default in payment of any installment for a period of 90 days the holder of this note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. In the event of default in the making of any payments herein provided and in the event the whole of said debt is declared to be due, interest shall accrue at the rate of 6% per annum. In the event of default in payment of this note, I, or we, agree to pay all costs of collection, including reasonable attorneys' fees.

I, or we, and each of us, whether principal, surety, guarantor, endorser, or other party hereto, agree to be jointly and severally bound and I, or we, hereby waive the benefit of any valuation or appraisal laws of this State. I, or we, each further waive demand, protest and notice of demand, protest and non-payment.

Given under the hand and seal of each party.

Stephen Flike
1026 S. Senate,
Alma Flike
1026 S. Senate,

Judgment Search Examination made for judgments entered against the following named parties, the search being made and limited according to the names exactly as set forth herein and not otherwise:

-3-

Stephen Flike and
Alma Flike,
not individually,

from February 2, 1934,
8:00 A.M. to date and
against none other.

-4-

For Taxes see preceding continuation.

GUARANTEED CERTIFICATE



-5-

STATE OF INDIANA }
 COUNTY OF MARION } SS:

12A/938

The undersigned hereby *certifies, guarantees and warrants* to whoever relies upon this certificate, and *this certificate inures to the benefit of the present and all future persons in interest and runs with the real estate described in the caption hereof.*

FIRST That the foregoing contains a true and correct abstract of all deeds, mortgages unsatisfied of record, notices of mechanic's liens unsatisfied of record, and all other instruments filed for record or recorded in the Office of the Recorder of said County, including the Federal Tax Lien Index in said Office, affecting the title to the real estate described in the Caption hereof.

That all instruments abstracted herein appear regular in form, execution, and acknowledgment, unless otherwise noted.

SECOND That there are no wills, estates, nor guardianships affecting the title to the real estate described in the caption hereof, except as shown herein.

That there are no notices of Lis Pendens filed in the Lis Pendens Records of Complaints and Attachments, and no judgments against, nor any Recognizance or Replevin Bail signed by any of the parties named above under the caption of judgment search which are now liens upon the real estate described in the caption hereof, as appears from the General Judgment Dockets of the Criminal, Circuit, Superior and Probate Courts, and the Civil Municipal Courts of Marion County, nor any transcripts of judgments of the United States Courts filed in the Office of the Clerk of the Circuit Court of Marion County, as said records and dockets are now entered up, except as hereinabove set out.

THIRD That according to the current tax duplicates and special tax duplicates, and the municipal assessment records in the County Treasurer's Office as certified by the City Comptroller, there are no taxes nor municipal assessments assessed or entered against said real estate, either general or special, due and unpaid, except as shown herein. That according to the tax sale records in the Auditor's Office, there are no tax sales unredeemed, except as shown herein.

FOURTH That there are no liens for unpaid gross income taxes as shown by warrants docketed in the judgment docket in the Office of the Clerk of the Circuit Court, nor for unpaid taxes on intangibles entered upon the duplicates for omitted taxes in the Office of the County Treasurer, against any of the parties named above under the Caption of Judgment Search entered within the periods designated in said Judgment Search.

The period of search of the General Judgment Dockets is specifically set forth in the judgment caption and as to all other matters the period of search covered by this abstract is from the date set out in the Caption hereof to the date of this certificate, both inclusive, and the foregoing recitals relate and our liability hereunder is limited to matters filed or entered of record within such period.

This certificate covers entries Nos. 1 to 5 both inclusive and sheets water-marked "Union Title Company" Nos. 1 to 3 both inclusive.

Dated at Indianapolis, Indiana, February 28, 1934, 2:35 P.M.

UNION TITLE COMPANY

By Willis W. Coval
 President and General Manager

-3-M

385972

CAPTION

-1-

Continuation of Abstract of Title to Lot 77 in McCarty's Subdivision of the West part of Out Lot 120 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 7, page 74, in the office of the Recorder of Marion County, Indiana.

Since February 28, 1934, 2:35 P. M.

Prepared for: Louis P. M. Adams

Old Age Assistance Search

-2-

Examination has been made, as to the persons named under the heading of Judgment Search, and for the period so specified under said search for liens shown by notices of Old Age Assistance filed in the Office of the Recorder of Marion County, as provided by the Acts concerning Public Welfare, approved May 1, 1947.

Judgment Search

-3-

Examination made for judgments entered against the following named parties, the search being made and limited according to the names exactly as set forth herein and not otherwise:

Stephen Flike
and
Alma Flike
jointly and
not individually

for the 10 years
last past and
against none other.

385972

-4-

Taxes for the year 1949 on the Real Estate for which this Abstract is prepared are assessed in the name of Stephen and Alma Flike and are due and payable on or before the first Mondays in May and November of 1950.

General Tax Duplicate No. 508155, E.F.G. Indianapolis. Center Township. Parcel No. 22004.

May Installment \$21.18 Paid.

November Installment \$21.18 Unpaid.

SEE SUBSEQUENT CONTINUATION

-5-

Taxes for the year 1950 now a lien.

SEE SUBSEQUENT CONTINUATION

ZONING

-6-

Zoning ordinance #114, prepared by City Plan Commission, Council Proceedings of 1922, page 655, introduced November 6, 1922, passed by the Common Council November 20, 1922, signed by the Mayor December 4, 1922, and effective December 20, 1922.

General Ordinance #79, 1939, an ordinance to amend General Ordinance #114, 1922, Council Proceedings of 1939, page 645, introduced October 2, 1939, passed by the Common Council, October 16, 1939, and signed and approved by the Mayor, October 19, 1939, and effective January 10, 1940.

Provides for the establishing of a Zoning Plan for the City of Indianapolis to regulate and restrict the height, area, bulk and use of all buildings, to regulate and determine the area of yards, courts and other open spaces, to specify and regulate the location of industries, commercial enterprises and the location and character of buildings designed for special uses, to establish building lines, and for all such purposes to divide the City into the following districts:

Being five Classes of Use Districts termed respectively, Class U-1, or Dwelling House Districts; Class U-2, or Apartment House Districts; Class U-3, or Business Districts; Class U-4, or First Industrial Districts; and Class U-5, or Second Industrial Districts.

And into four Classes of Height Districts, H-1, 50 foot Height limit; H-2, 80 foot Height limit; H-3, 108 foot Height limit; and H-4, 180 foot Height limit; and

Eight Classes of Area Districts, Class AAA, 30,000 square feet per family; Class AA, 15,000 square feet per family; Class A-1, 7,500 square feet per family; Class A-2, 4,800 square feet per family; Class A-3, 2,400 square feet per family; Class A-4, 1,200 square feet per family; Class A-5, 600 square feet per family; Class A-6, unlimited.

Provides for its administration by the Building Commissioner, and for penalties for violation of its provisions and authorizes the creation of a Board of Zoning Appeals, and that no building or apartment shall be erected or used except in conformity with the regulations prescribed in said Ordinance.

The real estate herein abstracted appears in Use District, Class U-2; Height District, Class H-1; and Area District, Class A-4; all as shown by said Ordinance and on the Zoning Map of the City, and is subject to the restrictions and uses therein provided for real estate in each of said respective districts.

-7-

July 31, 1950. We hereby certify that no variance has been granted by the Board of Zoning Appeals of the City of Indianapolis, affecting the use of the real estate described in the caption hereof.

JAG

GUARANTEED CERTIFICATE

-8-

62

STATE OF INDIANA }
COUNTY OF MARION } ss:

The undersigned hereby certifies, guarantees and warrants to whoever relies upon this certificate, and this certificate inures to the benefit of the present and all future persons in interest and runs with the real estate described in the caption hereof.

FIRST That the foregoing contains a true and correct abstract of all deeds, mortgages unsatisfied of record, notices of mechanic's liens unsatisfied of record, and all other instruments filed for record or recorded in the Office of the Recorder of said County, including the Federal Tax Lien Index in said Office, and notices of liens for Old Age Assistance entered in the Abstract of Old Age Certificate in said Office, affecting the title to the real estate described in the Caption hereof.

That all instruments abstracted herein appear regular in form, execution, and acknowledgment, unless otherwise noted.

SECOND That there are no wills, estates, nor guardianships affecting the title to the real estate described in the caption hereof, except as shown herein.

That there are no notices of Lis Pendens filed in the Lis Pendens Records of Complaints and Attachments, and no judgments against, nor any Recognizance or Replevin Bail signed by any of the parties named above under the caption of judgment search which are now liens upon the real estate described in the caption hereof, as appears from the General Judgment Dockets of the Criminal, Circuit, Superior and Probate Courts, and the Civil Municipal Courts of Marion County, nor any transcripts of judgments of the United States Courts filed in the Office of the Clerk of the Circuit Court of Marion County, as said records and dockets are now entered up, except as herein above set out.

THIRD That according to the current tax duplicates, moratorium duplicates, and special tax duplicates, and the municipal assessment records in the County Treasurer's Office as certified by the City Comptroller, there are no taxes nor municipal assessments assessed or entered against said real estate, either general or special, due and unpaid, except as shown herein. That according to the tax sale records in the Auditor's Office, there are no tax sales unredeemed, except as shown herein.

FOURTH That there are no liens for unpaid unemployment compensation taxes nor for unpaid gross income taxes as shown by warrants docketed in the judgment docket in the Office of the Clerk of the Circuit Court, nor for unpaid taxes on intangibles entered upon the duplicates for omitted taxes in the Office of the County Treasurer, against any of the parties named above under the Caption of Judgment Search entered within the periods designated in said Judgment Search.

The period of search of the General Judgment Dockets is specifically set forth in the judgment caption and as to all other matters the period of search covered by this abstract is from the date set out in the caption hereof to the date of this certificate, both inclusive, and the foregoing recitals relates and our liability hereunder is limited to matters filed or entered of record within such period.

This certificate covers entries Nos. 1 to 8 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 4 both inclusive.

Dated at Indianapolis, Indiana, August 3, 1950, 7 A.M.

UNION TITLE COMPANY

by *Albert M. Binstor*
President

-4- rmy

UNION TITLE COMPANY

ABSTRACTS OF TITLE + TITLE INSURANCE + ESCROWS

155 East Market Street

Union Title Building

Indianapolis 4, Indiana

Market 2361-5

Capital Stock \$1,000,000.00

385972

UNITED STATES DISTRICT COURTS OF INDIANA

SOUTHERN DISTRICT

Indianapolis Division
Terre Haute Division
Evansville Division
New Albany Division

NORTHERN DISTRICT

South Bend Division
Hammond Division
Fort Wayne Division

SEARCH FOR
PENDING BANKRUPTCIES
INTERNAL REVENUE TAX LIENS

Prepared for: **Louis P. M. Adams**

The undersigned hereby CERTIFIES, GUARANTEES, and WARRANTS to whoever relies upon this certificate, that there are no transcripts of judgments of the United States Courts filed in the office of the Clerk of the Circuit Court of Marion County, Indiana; that there is no notice of lien for unpaid internal revenue taxes or notice of income tax lien constituting a lien on real estate prior to March 4, 1925, the date of the Indiana Recording Act, that there is no notice of lien filed in the Federal Tax Lien Index in the office of the Recorder of Marion County, Indiana; and that there are not now pending upon the records of any of the seven divisions of the Federal Courts above named, voluntary bankruptcy proceedings by or involuntary bankruptcy proceedings against any of the following named persons, except as hereinafter set out:

Examination made against the parties named below, the search being made and limited according to the names exactly as set forth herein and not otherwise:

This certificate covers all divisions of both Districts of the State down to and including

August 2, 1950, 7 A.M. and

The Indianapolis Division of the Southern District down to and including

August 3, 1950, 7 A.M.

Stephen Flike

Alma Flike

UNION TITLE CO.

BY *Albert M. Binstor*
PRESIDENT

rmy

391071

CAPTION

-1-

Continuation of Abstract of Title to Lot 77 in McCarty's Subdivision of the West part of Out Lot 120 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 7, page 74, in the office of the Recorder of Marion County, Indiana.
Since August 3, 1950, 7 A.M.

Prepared for: Arsenal Building and Loan Association

Mortgage Record
1566 page 423
Inst. #52992
Aug. 10, 1950
Recorded
Aug. 10, 1950

Stephen Flike and
Alma Flike
husband and wife
to
The Altenheim of
Indianapolis

SATISFIED OF RECORD
L. M. BROWN TITLE CO. REC.
BY *Russell* Mortgage
PRES.

-2-

Below margin
DS

Lot Numbered 77 in McCarty's Subdivision of the West part of Out Lot 120 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 7, page 74, in the office of the Recorder of Marion County, Indiana.

To secure the payment, when the same shall respectively become due, of first mortgage note in the principal sum of \$750.00 bearing interest at the rate of 4 1/2 per centum per annum computed in advance on January 1st and July 1st of each year. Said interest and principal are payable in monthly installments of not less than \$10.00 beginning September 10, 1950, and continuing until paid in full. Payments should first be credited to interest and then principal. Said note is dated August 10, 1950 bearing interest at eight per centum per annum after maturity, payable with -- per cent attorney's fees.

The mortgagors reserve the right to prepay in any sum without penalty except such prepayments shall not affect the interest computed in advance for any six month period.

Old Age Assistance
Search

Examination has been made, as to the persons named under the heading of Judgment Search, and for the period so specified under said search for liens shown by notices of Old Age Assistance filed in the Office of the Recorder of Marion County, as provided by the Acts concerning Public Welfare, approved May 1, 1947.

-3-

391071

Judgment Search

-4-

Examination made for judgments entered against the following named parties, the search being made and limited according to the names exactly as set forth herein and not otherwise:

Stephen Flike
and
Alma Flike
jointly and
not individually

from August 3, 1950
7 A.M. to date and
against none other.

-5-

Taxes for the year 1949 on the Real Estate for which this Abstract is prepared are assessed in the name of Stephen and Alma Flike and are due and payable on or before the first Mondays in May and November of 1950.

General Tax Duplicate No. 508155. E. F. G. Indianapolis, Center Township. Parcel No. 22004.

May Installment \$21.18 Paid.

November Installment \$21.18 Unpaid.

-6-

*Since Paid
Drs*

Taxes for the year 1950 now a lien.

As shown of record these taxes are now
DAILY PAID.
W. B. DOWN TOWN Co., Inc.
BY *Russell* PRES.

-7-

September 25, 1950. We hereby certify that no variance has been granted by the Board of Zoning Appeals of the City of Indianapolis, affecting the use of the real estate described in the caption hereof.

GUARANTEED CERTIFICATE

69

-8-

STATE OF INDIANA }
COUNTY OF MARION } ss:

The undersigned hereby *certifies, guarantees and warrants* to whoever relies upon this certificate, and *this certificate inures to the benefit of the present and all future persons in interest and runs with the real estate described in the caption hereof.*

FIRST That the foregoing contains a true and correct abstract of all deeds, mortgages unsatisfied of record, notices of mechanic's liens unsatisfied of record, and all other instruments filed for record or recorded in the Office of the Recorder of said County, including the Federal Tax Lien Index in said Office, and notices of liens for Old Age Assistance entered in the Abstract of Old Age Certificate in said Office, affecting the title to the real estate described in the Caption hereof.

That all instruments abstracted herein appear regular in form, execution, and acknowledgment, unless otherwise noted.

SECOND That there are no wills, estates, nor guardianships affecting the title to the real estate described in the caption hereof, except as shown herein.

That there are no notices of Lis Pendens filed in the Lis Pendens Records of Complaints and Attachments, and no judgments against, nor any Recognizance or Replevin Bail signed by any of the parties named above under the caption of judgment search which are now liens upon the real estate described in the caption hereof, as appears from the General Judgment Dockets of the Criminal, Circuit, Superior and Probate Courts, and the Civil Municipal Courts of Marion County, nor any transcripts of judgments of the United States Courts filed in the Office of the Clerk of the Circuit Court of Marion County, as said records and dockets are now entered up, except as herein above set out.

THIRD That according to the current tax duplicates, moratorium duplicates, and special tax duplicates, and the municipal assessment records in the County Treasurer's Office as certified by the City Comptroller, there are no taxes nor municipal assessments assessed or entered against said real estate, either general or special, due and unpaid, except as shown herein. That according to the tax sale records in the Auditor's Office, there are no tax sales unredeemed, except as shown herein.

FOURTH That there are no liens for unpaid unemployment compensation taxes nor for unpaid gross income taxes as shown by warrants docketed in the judgment docket in the Office of the Clerk of the Circuit Court, nor for unpaid taxes on intangibles entered upon the duplicates for omitted taxes in the Office of the County Treasurer, against any of the parties named above under the Caption of Judgment Search entered within the periods designated in said Judgment Search.

The period of search of the General Judgment Dockets is specifically set forth in the judgment caption and as to all other matters the period of search covered by this abstract is from the date set out in the caption hereof to the date of this certificate, both inclusive, and the foregoing recitals relates and our liability hereunder is limited to matters filed or entered of record within such period.

This certificate covers entries Nos. 1 to 8 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 3 both inclusive.

Dated at Indianapolis, Indiana, October 3, 1950, 8 A.M.

UNION TITLE COMPANY

by... *Albert M. Bristor*
President

-3- rmy

UNION TITLE COMPANY

ABSTRACTS OF TITLE + TITLE INSURANCE + ESCROWS

155 East Market Street

Union Title Building

Indianapolis 4, Indiana

Market 2361-5

Capital Stock \$1,000,000.00

391071

UNITED STATES DISTRICT COURTS OF INDIANA

SOUTHERN DISTRICT

Indianapolis Division
Terre Haute Division
Evansville Division
New Albany Division

NORTHERN DISTRICT

South Bend Division
Hammond Division
Fort Wayne Division

SEARCH FOR
PENDING BANKRUPTCIES
INTERNAL REVENUE TAX LIENS

Prepared for: Arsenal Building and Loan Association

The undersigned hereby CERTIFIES, GUARANTEES, and WARRANTS to whoever relies upon this certificate, that there are no transcripts of judgments of the United States Courts filed in the office of the Clerk of the Circuit Court of Marion County, Indiana; that there is no notice of lien for unpaid internal revenue taxes or notice of income tax lien constituting a lien on real estate prior to March 4, 1925, the date of the Indiana Recording Act, that there is no notice of lien filed in the Federal Tax Lien Index in the office of the Recorder of Marion County, Indiana; and that there are not now pending upon the records of any of the seven divisions of the Federal Courts above named, voluntary bankruptcy proceedings by or involuntary bankruptcy proceedings against any of the following named persons, except as hereinafter set out:

Examination made against the parties named below, the search being made and limited according to the names exactly as set forth herein and not otherwise:

This certificate covers all divisions of both Districts of the State down to and including

October 3, 1950, 8 A.M. and

The Indianapolis Division of the Southern District down to and including

October 3, 1950, 8 A.M.

Stephen Flike

Alma Flike

UNION TITLE CO.

BY *Albert M. Bristor*
PRESIDENT

rmj

1

Continuation of Abstract of Title to Lot Numbered Seventy-seven (77) in McCarty's Subdivision of the West part of Out Lot 120 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 7, page 74, in the office of the Recorder of Marion County, Indiana.

Prepared for Edsel Realty Co.
Since date of October 2, 1950

INDIANAPOLIS, INDIANA

CONVEYANCES

Deed Record
1394 page 313
Inst. #69762
Oct. 16, 1950
Recorded
Oct. 18, 1950

Stepehn Flike and,
Alma Flike,
husband and wife,
to

Warranty Deed
Revenue Stamps
Attached

Raymond E. Flike and,
Dorothy J. Flike,
husband and wife,

2

Lot 77 in McCarty's Subdivision of the West part of Out Lot 120 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 7, page 74, in the Office of the Recorder of Marion County, Indiana.

Subject to all taxes, liens and encumbrances of record.
Deed contains usual citizenship statement.

Deed Record
1582 page 518
Inst. #56697
Aug. 2, 1955
Recorded
Aug. 3, 1955

Raymond E. Flike and,
Dorothy J. Flike,
husband and wife,
to

Warranty Deed
Revenue Stamps
Attached

Francis T. Graham and,
Evelyn L. Graham,
husband and wife,

3

Lot 77 in McCarty's Subdivision of the West part of Out Lot 120 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 7, page 74, in the office of the Recorder of Marion County, Indiana.

Subject to all unpaid taxes and assessments.

Subject to the unpaid balance of a certain mortgage in the principal sum of \$2,000.00, executed by the grantors herein to Arsenal Building and Loan Association dated October 16, 1950, recorded in Mortgage Record 1575 page 619 in the office of the Recorder of Marion County, Indiana, which the grantees herein assume and agree to pay.

Deed contains usual citizenship statement.

(Note: Mortgage above referred to since entered satisfied of record.)

L. M. Brown Title Company, Inc.

4

WE FIND NO FURTHER CONVEYANCES

ENCUMBRANCES

MORTGAGES

Mtg. Record
1793 page 374
Inst.#56702
Aug. 2, 1955
Recorded
Aug. 3, 1955

5

*Released
65-22299
5-14-65
67K*

INDIANAPOLIS, INDIANA

Francis T. Graham and,
Evelyn L. Graham,
husband and wife,
to
Railroadmen's Federal Savings
and Loan Association,
of Indianapolis,

SATISFIED OF RECORD
L. M. BROWN TITLE DIVISION
OF
LAWYERS TITLE INSURANCE CORP.
M. L. Sullivan

Mortgage

Lot 77 in McCarty's Subdivision of the West part of
Out Lot 120 of the Donation Lands of the City of Indianapolis,
as per plat thereof, recorded in Plat Book 7, page 74,
in the office of the Recorder of Marion County, Indiana.

To secure the payment of a loan evidenced by a
promissory note of even date herewith payable on or before
12 years from date, in the principal sum of \$2,300.00, with
interest as provided for in said note, payable in payments of
not less than \$22.45 per month on or before the 16th
day of each calendar month hereafter until fully paid.

On or before the 16th day of each calendar month
hereafter until the obligations hereby secured are fully
satisfied, mortgagors shall pay to the mortgagee not less
than the sum of \$6.55 to be used in the payment of taxes,
assessments and insurance premiums when due, with 10%
attorney's fees.

L. M. Brown Title Company, Inc.

MECHANICS' LIENS.

6

None found unsatisfied of record filed within the period of this search.

OLD AGE ASSISTANCE LIENS.

7

Examination has been made, as to the persons in title subsequent to May 1, 1947, for liens shown by Notices of Old Age Assistance, filed in the Office of the Recorder of Marion County, as provided by the Acts concerning Public Welfare, effective May 1, 1947.

We find none.

SEARCH IN THE JUVENILE COURT OF MARION COUNTY, INDIANA.

8

Individual Search has been made in the Juvenile Court of Marion County, Indiana, as to the persons named under the heading of Judgments, and for the period so specified under such search for unsatisfied judgments rendered in Paternity and Heirship proceedings.

We find none.

JUDGMENTS.

9

Search is made and strictly limited, for judgments which may have been entered against the following parties solely under the names as herein written, and not otherwise, and the General Certificate hereto appended is accordingly limited.

Stephen Flike and Alma Flike, jointly and not individually, from October 2, 1950 to October 18, 1950, inclusive.

Raymond E. Flike and Dorothy J. Flike, jointly and not individually, from July 10, 1949 to August 3, 1955, inclusive.

Francis T. Graham and Evelyn L. Graham, jointly and not individually, for 10 years last past.

None found unsatisfied.

ASSESSMENTS

10

None found unsatisfied of record which became a lien within the period of this search.

INDIANAPOLIS, INDIANA

L. M. Brown Title Company, Inc.

TAXES

INDIANAPOLIS, INDIANA

11

Taxes for the year 1957, paid in full.

12

Taxes for the year 1958, assessed in the name of Francis T. and Evelyn L. Graham Parcel No. 22004 General Tax Duplicate No. 297709 Indianapolis, Center Township are due and payable the first Monday in May and November, 1959.

May installment \$19.65 paid
Nov. installment \$19.65 unpaid

13

Taxes for the year 1959, became a lien March 1st, and are due and payable in May and November, of the year, 1960.

L. M. Brown Title Company, Inc.

SYNOPSIS OF THE ZONING AND PLANNING REGULATIONS
OF THE CITY OF INDIANAPOLIS.

14

The original comprehensive Zoning Ordinance adopted for the City of Indianapolis, being General Ordinance No. 114, 1922, as amended, was repealed and reordained, as changed by General Ordinance No. 104, 1950, except Section 22, as amended, being the establishment of the City Plan Commission, and except the District Zone Map, as amended, which were adopted, continued and are now in full force and effect.

The purpose of the "Municipal Code of Indianapolis, 1951" is to restate and codify, General Ordinance No. 104, 1950, as amended, and now in effect, so as to conform such zoning ordinances to become a part of said code. Said code contains the zoning and planning regulations of the City of Indianapolis, in order to regulate and restrict the height, area, bulk and use of all buildings to regulate and determine the area of yards, courts, and other open spaces, to specify and regulate the location of industries, commercial enterprises and the location and character of buildings designed for special uses, to establish building lines, and for all such purposes to divide the City of Indianapolis, into the following districts:

Five Classes of Use Districts termed respectively, Class U-1, or Dwelling House Districts; Class U-2, or Apartment House Districts; Class U-3, or Business Districts; Class U-4, or First Industrial Districts; and Class U-5 or Second Industrial Districts.

Four Classes of Height District, H-1, 50 foot Height limit; H-2, 80 foot Height limit; H-3, 108 foot Height limit; and H-4, 180 foot Height limit.

Modifications of said height restrictions are provided, depending upon position of building on lot, generally allowing 2 feet additional height in Classes H1 and H2 and 3 feet in H3 and H4 for each 1 foot the higher portion is set back from required yard lines.

Seven classes of Area Districts, Class AA, 15,000 square feet per family; Class A-1, 7,500 square feet per family; Class A-2, 4,800 square feet per family; Class A-3, 2,400 square feet per family; Class A-3, (corner Lot) 2000 square feet per family; Class A-4, 1,200 square feet per family; Class A-4 (corner Lot) 1000 square feet per family; Class A-5, 600 square feet per family; Class A-5 (corner Lot) 500 square feet per family; Class A-6, 300 square feet per family.

Provided, that in Class AA, A1, and A2 districts one single family dwelling, and in Class A3 district one dwelling for two families may be erected on any lot that was separately owned as of December 20, 1922, or on any numbered lot in a recorded plat or replat that is on record in the Office of the County Recorder.

Regulations are construed to determine number of families permitted to occupy residential building in area district. No building shall be erected or used for dwelling on lot having area of less than 4800 square feet, unless such lot was separately owned or was a numbered lot of full original size on recorded plat prior to effective date of General Ordinance No. 4-1954.

Computation of Lot Area.

In computing such area of the lot for the purpose of this section any part of the area of any corner lot in excess of 15,000 square feet, shall be considered an interior lot. In computing the area of a lot for the purpose of this section, if the depth of the lot is more than three times the width of such lot a depth of only three times such width shall be used.

In computing the area of the lot for the purpose of this section the lot shall be deemed to extend to the center line of any alley adjoining the rear line of such lot, but such center line shall not be deemed to be a lot line.

Restrictions on Reduction of Lot Areas.

The lot or yard area required by this chapter for a particular building shall not be diminished and shall not be included as part of the required lot or yard area of any other building.

Restrictions of Floor Areas in Dwelling Houses.

(General Ordinance No. 113, 1952)

No dwelling house may be erected, altered or used in which the ground floor area, exclusive of attached garage and open porches, for each family living in such dwelling house, is less than as specified.

In Class AA district 1500 square feet;

In Class A1 district 1200 square feet;

In Class A2 district 900 square feet;

In Class A3, A4, A5, or A6 district 720 square feet.

Building line and Yard Restrictions in U1 and U2 districts.

Where front yard lines are established by recorded plat, such lines shall apply as minimum requirements, or lines may be established by average distance of existing houses.

Where no such lines are established, front set-back lines shall be equal to $\frac{1}{3}$ of the average depth of the lot up to 50 feet, width minimum of 20 feet.

At least 20 per cent of average width of lot shall be devoted to side yards, up to total of 16 feet, minimum side yard 4 feet.

In case of apartment house, or in case of any building more than $2\frac{1}{2}$ stories high, such least dimensions shall be not less than $\frac{1}{6}$ of height of building.

At least 15 per cent of average depth of lot shall be devoted to rear yard, up to 30 feet, (computed to center of alley.) For building other than dwelling house, least dimensions of rear yard shall be not less than $\frac{1}{2}$ of height of building. Accessory building not more than 15 feet high may occupy up to 40 per cent of rear yard area. In case of two or more family dwelling, accessory building shall be at least 25 feet from main building on interior lot or 15 feet on corner lot.

Every building used for dwelling purposes shall have front yard directly abutting on public street, with building lines, yards and areas conforming to requirements.

Garages. Private garage shall not provide storage space for more than one motor vehicle for each 2000 square feet of lot area in U1 district, or 500 square feet in U-2 district.

Non-Conforming uses.

Building, structure, or land use existing or permitted by the original zoning ordinance, and existing at effective date of later ordinance but not conforming thereto, shall be deemed to be a non-conforming use, which shall be permitted to continue, but which shall not be extended. In case of abandonment or destruction such non-conforming use shall not be renewed.

The City Plan Commission is hereby constituted and continued, without any lapse, (as so provided by Section 22 of General Ordinance No. 114, 1922, which section was reordained by the same section of General Ordinance No. 104, 1950, herein restated and reordained as amended), as the board of zoning appeals of this city, with all powers conferred thereon pursuant to law and by this chapter. Such commission and board, in addition to the continuance of any existing rules and regulations, adopted by either thereof, may from time to time amend, change and supplement the same, as needed to administer all statutes and this chapter, or any later ordinances, relating to their respective powers and duties.

The common council may from time to time, on petition, after public notice and hearing amend, supplement, or change the districts and regulations herein established.

The certificate is a synopsis only of the general provisions. For specific details, reference should be had to the complete text of the ordinance.

The real estate herein abstracted appears in Use District, Class U-2 ; Height District, Class H-1 ; and Area District, Class A-4 ; all as shown by the district zoning map of the City of Indianapolis, and is subject to the restrictions and uses therein provided for real estate in each of said respective districts.

15

June 26, 1959

We hereby certify that no variance has been granted by the Board of Zoning Appeals of the City of Indianapolis, affecting the use of the real estate described in the caption hereof.

CERTIFICATE

The undersigned, L. M. BROWN TITLE COMPANY, Inc., a corporation, hereby certifies, guarantees, and warrants to whoever relies upon this certificate, including present and all future persons in interest and this certificate runs with the real estate described in caption hereof, that the foregoing, within the limits of the period of search herein specified, is an ABSTRACT OF THE TITLE to and unsatisfied encumbrances upon, the real estate described in the caption hereof, and that all instruments abstracted herein appear regular in form, execution and acknowledgment unless otherwise indicated.

And it is further certified that SPECIAL SEARCHES were made as follows:

I. IN THE OFFICE OF THE RECORDER OF MARION COUNTY, search made for deeds, affidavits, miscellaneous instruments affecting the title, unsatisfied mortgages, mechanics' liens, Federal Tax Liens, and Old Age Assistance Liens.

II. IN THE OFFICE OF THE AUDITOR OF MARION COUNTY, search made in the general index to tax sales as the same is now entered up, for unsatisfied or unredeemed tax sales.

III. IN THE OFFICE OF THE TREASURER OF MARION COUNTY, search made in the current tax duplicates for unpaid taxes, assessed against the real estate for which this examination is prepared; search is also made in the assessment duplicates for unpaid Ditch assessments and Municipal improvement assessments, as the same now appear in the hands of the Treasurer for collection, which are a lien upon the real estate for which this examination is prepared. No search is made for unpaid assessments in any City or Town other than the City of Indianapolis.

IV. IN THE OFFICE OF THE CLERK OF THE MARION CIRCUIT COURT, search made in the Lis Pendens records of complaint and attachments, the will records and estate and guardianship dockets, and the general judgment dockets of the Marion Circuit Court, of the Superior Courts of Marion County, of the Probate Court of Marion County, of the Criminal Court of Marion County, of the Juvenile Court of Marion County, and of the Civil Municipal Courts of Marion County, including Replevin Bail, Recognizance Bonds and Transcripts of Judgments of United States Courts, as said records and dockets are now indexed.

V. From the searches as above enumerated, we find no further conveyances nor unsatisfied encumbrances, as indexed, or entered up, within the period herein certified, against the real estate described in the caption hereto, except those which may be herein shown.

The period of search covered by this certificate is
 from October 2, 1950 to and including
 July 10, 1959

and covers Paragraphs No. 1 to 17
 both inclusive, and Sheets No. 1
 to 9 both inclusive.

L. M. BROWN TITLE COMPANY, Inc.
 By *Russell C. Lusk*
 President



ESTABLISHED 1868

L. M. BROWN TITLE COMPANY, INC.

Abstracts - Escrows - Title Insurance

150 EAST MARKET STREET

PHONE MELROSE 8-6401

INDIANAPOLIS 4, INDIANA

434141

In The UNITED STATES DISTRICT COURT

SEARCH FOR BANKRUPTCIES

At the Request of

Edsel Realty Co.

the following certificate is prepared and furnished covering a search for Bankruptcies in the United States District Court of Indiana, held in Indianapolis, Terre Haute, South Bend, Fort Wayne, Evansville, Hammond, New Albany, and Lafayette.

The Undersigned L. M. BROWN TITLE COMPANY, Inc., of Indianapolis, hereby certifies that there are no Bankruptcies, either voluntary or involuntary, of record, in any one of the above named eight divisions of the United States District Court for ten years last past, except such as may hereafter be set out against any one of the following named parties, under the spelling of the name as herein written, and not otherwise.

This certificate covers the Indianapolis Division down to and including July 10, 1959
and all other Divisions of the State of Indiana down to and including July 7, 1959

In The OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, search is also made for Internal Revenue Tax Liens as filed in the Office of the Recorder of Marion County, Indiana, from March 4, 1925, to date. See Internal Revenue Code Sections 3670-3671-3672, and Acts of General Assembly of the State of Indiana, Burns' 49-3221 et seq.

Stephen Flike

Alma Flike

Raymond E. Flike

Dorothy J. Flike

Francis T. Graham

Evelyn L. Graham

L. M. BROWN TITLE COMPANY, Inc.

Dated

July 10, 1959

By

Russell A. Furr
President

RESOLUTION ADOPTING EXISTING MASTER PLANS AND MAKING
RECOMMENDATIONS TO THE MARION COUNTY COUNCIL.

16

Be it resolved by The Metropolitan Plan Commission of Marion County, Indiana, that in order to consolidate the various existing master plans and zoning and subdivision control ordinance now in force in Marion County, Indiana, and the classified cities and towns of Marion County, Indiana, The Metropolitan Plan Commission of Marion County, Indiana, adopts all existing master plans now in force in Marion County, Indiana, and the classified cities and towns of Marion County, Indiana.

And to the end that adequate light, air, convenience of access, and safety from fire, flood, and other danger may be secured, that congestion in the public streets may be lessened or avoided, that property values may be preserved, and that the public health, safety, comfort, morals, convenience and general public welfare may be promoted, be it further resolved by The Metropolitan Plan Commission of Marion County, Indiana that it recommends to The Marion County Council the adoption by it without amendment of all existing zoning and subdivision control ordinances now in force in Marion County, Indiana, and the Classified cities and towns of Marion County, Indiana.

And be it further resolved by The Metropolitan Plan Commission of Marion County, Indiana, that in case any lands within Marion County, Indiana, are not zoned by existing zoning ordinances, The Metropolitan Plan Commission of Marion County, Indiana, recommends that the resolution to be adopted by the Marion County Council pursuant to Section 5 of Chapter 184 of the Acts of 1957, set forth the following residential or agricultural zoning Classifications for such unzoned lands:

If such lands lie inside the corporate limits of any incorporated city or town within Marion County, Indiana, that they be classified and zoned R-3 as that classification and zoning is defined and prescribed in the existing Marion County Master Plan Permanent Zoning Ordinance, and,

If such lands lie outside the corporate limits of any incorporated city or town within Marion County, Indiana, that they be classified and zoned A-2 as that classification and zoning is defined and prescribed in the existing Marion County Master Plan Permanent Zoning Ordinance, said existing Marion County Master Plan Permanent Zoning Ordinance, being one of the aforesaid existing zoning ordinances now in force in Marion County, Indiana, which The Metropolitan Plan Commission of Marion County, Indiana, hereby recommends to The Marion County Council for adoption by it without amendment.

NOTE: Above Resolution passed by the Metropolitan Plan Commission of Marion County at its regular meeting, held March 27, 1957, and certified to the Marion County Council by the Secretary of the Metropolitan Plan Commission and adopted by said Marion County Council as Ordinance #8, 1957. Effective March 28, 1957.

Copy of above Resolution recorded April 1, 1957 in Deed Record 1657 page 486.

1.

INDIANAPOLIS, INDIANA

Continuation of Abstract of Title to Lot Numbered Seventy-seven (77) in McCarty's Subdivision of the West part of Out Lot 120 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 7, page 74, in the office of the Recorder of Marion County, Indiana.

Prepared for Kyler J. Comstock
Since date of July 10, 1959

CONVEYANCES

Deed Record
1761
Inst #53679
July 27, 1959
Recorded
July 27, 1959

Francis T. Graham and
Evelyn L. Graham,
husband and wife
to
Kyler J. Comstock and
Ruth I. Comstock,
husband and wife

Warranty Deed
Revenue Stamps
Attached

2.

L. M. BROWN DIVISION
Lawyers Title Insurance Corporation

Lot Numbered 77 in McCarty's Subdivision of the West part of Out Lot 120 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 7, page 74, in the office of the Recorder of Marion County, Indiana,

Subject to the unpaid balance of a certain mortgage dated August 2, 1955, being instrument #56702 in favor of Railroadmen's Federal Savings and Loan Association of Indianapolis, which the grantees named herein agree to pay.

Subject to the 1959 taxes payable in 1960 and all subsequent taxes.

(Instrument discloses name of person perparing same.)

INDIANAFOLIS... INDIANA

MECHANICS' LIENS

6. None found unsatisfied of record filed within the period of this search.

OLD AGE ASSISTANCE LIENS

7. Examination has been made, as to the persons in title subsequent to May 1, 1947, for liens shown by Notices of Old Age Assistance, filed in the Office of the Recorder of Marion County, as provided by the Acts concerning Public Welfare, effective May 1, 1947.

We find None.

SEARCH IN THE JUVENILE COURT OF MARION COUNTY, INDIANA

8. Individual Search has been made in the Juvenile Court of Marion County, Indiana, as to the persons named under the heading of Judgments, and for the period so specified under such search for unsatisfied judgments rendered in Paternity and Heirship proceedings.

We find None.

JUDGMENTS

9. Search is made and strictly limited, for judgments which may have been entered against the following parties solely under the names as herein written, and not otherwise, and the General Certificate hereto appended is accordingly limited.

Francis T. Graham and Evelyn L. Graham jointly and not individually from July 10, 1959 to July 27, 1959, inclusive.

Kyler J. Comstock and Ruth I. Comstock jointly and not individually for 10 years last past.

None found unsatisfied.

ASSESSMENTS

10. None found unsatisfied of record which became a lien within the period of this search.

L. M. BROWN DIVISION
Lawyers Title Insurance Corporation

3. WE FIND NO FURTHER CONVEYANCES

INDIANAPOLIS, INDIANA

ENCUMBRANCES

4. MORTGAGES
None found unsatisfied of record filed within the period of this search.

L. M. BROWN DIVISION

5. FINANCING STATEMENTS
None found unsatisfied of record filed within the period of this search.

Lauyers Title Insurance Corporation

INDIANAPOLIS, INDIANA
L. M. BROWN DIVISION
Lawyers Title Insurance Corporation

TAXES

11. Taxes for the year 1963 and prior years paid in full.

12. Taxes for the year 1964 assessed in the name of
Kyler J. and Ruth I. Comstock

ASSESSED VALUATION:

Land	\$280
Improvements	\$770
Exemption	\$520
Net Valuation	\$530

Parcel No. 101-22004
General Tax Duplicate No. 260289
Indianapolis-Center Township

are due and payable the first Monday in May and November 1965.

May installment \$24.72 unpaid
Nov. installment \$24.72 unpaid

13. Taxes for the year 1965 became a lien March 1st and are due and payable in May and November 1966.

14. We hereby certify that no variance has been granted by the Board of Zoning Appeals of the City of Indianapolis, affecting the use of the real estate described in the caption hereof from June 26, 1959 to March 26, 1965.

O R D I N A N C E

15. BE IT ORDAINED by The Marion County Council of Marion County, Indiana, that Marion County Council Ordinance No. 8-1957, as amended, be amended as follows:

The Sub-Sections (e), (f), and (g) of Section 11-118 of Chapter 1 of Title 11 of the Municipal Code of the City of Indianapolis (said Chapter 1 of Title 11 thereof having been adopted as part of Ordinance No. 8-1957 by The Marion County Council on March 28, 1957, and subsequently amended, pursuant to Chapter 283 of the Acts of the Indiana General Assembly of 1955, as amended) be amended to read respectively:

"(e) Class A4 District. In a class A4 district no building shall be erected, altered or used to accomodate or make provision for more than one family for each 1700 square feet of the area of the lot.

(f) Class A5 District. In a class A5 district no building shall be erected, altered or used to accomodate or make provision for more than one family for each 1100 square feet of the area of the lot.

(g) Class A6 District. In a class A6 district no building shall be erected, altered or used to accomodate or make provision for more than one family for each 800 square feet of the area of the lot."

NOW BE IT FURTHER ORDAINED that an emergency exists for the passage of this ordinance and that the same shall be in full force and effect from and after this date.

John D. Hardin
Fred W. Nordsiek
Frank J. Billeter
Louie Moller
John A. Kitley
THE MARION COUNTY COUNCIL

DATED: May 31, 1960

ATTEST: Clem Smith,

AUDITOR OF MARION COUNTY, INDIANA.

O R D I N A N C E

16. BE IT ORDAINED by the Marion County Council of Marion County, Indiana that Marion County Council Ordinance No. 8-1957, as amended, be amended as follows:

That Sub-Section (j) of Section 11-118 of Chapter 1 of Title 11 of the Municipal Code of the City of Indianapolis (said Chapter 1 of Title 11 thereof having been adopted as part of Ordinance No. 8-1957 by The Marion County Council on March 28, 1957, and subsequently amended, pursuant to Chapter 283 of the Acts of the Indiana General Assembly for 1955, as amended) be amended to read as follows:

(j) Restrictions of Floor Areas in Dwelling Houses.

In a class AA district no dwelling house may be erected, altered, or used in which the minimum main floor area, exclusive of garage area, carports and open porches is less than 1,500 square feet for each family, or 1,000 square feet for each family if additional floor area of at least 500 square feet per family is provided on any floor or floors.

In a Class A1 or A2 district no dwelling house may be erected, altered, or used in which the minimum main floor area, exclusive of garage area, carports and open porches is less than 900 square feet for each family, or 660 square feet for each family if additional floor area of at least 240 square feet per family is provided on any floor or floors.

In a class A3, A4, A5, or A6 district no dwelling house may be erected, altered, or used in which the minimum main floor area, exclusive of garage area, carports and open porches is less than 720 square feet for each family, or 600 square feet for each family if additional floor area of at least 120 square feet per family is provided on any floor or floors.

For purposes of this section, "minimum main floor area" shall be the area of that floor or floors (excluding basement or underground floor area) nearest to the level of the finished lot grade measured within the outer face of exterior walls and under the roof of a dwelling house.

For purposes of this section, "additional floor area" shall include basement or other floor area (exclusive of garage area, carports and open porches, and excepting "minimum main floor area") measured within the outer face of exterior walls and under the roof of a dwelling house; provided however that:

(1) At least one complete side of such floor area shall be at ground level or above; and 60% or more of the exterior wall surface for such floor area (excluding that portion of the exterior wall surface enclosing any higher floor) shall be above the level of the finished lot grade; and

(2) Said exterior wall surface shall have a minimum total window area equal to 7% of such "additional floor area".

NOW BE IT FURTHER ORDAINED that an emergency exists for the passage of this ordinance and that the same shall be in full force and effect from and after this date.

John A. Kitley
Albert L. Steinmeier
Josephine K. Bicket
Frank J. Billeter
John D. Hardin
THE MARION COUNTY COUNCIL

Dated July 7, 1961

Clem Smith By Mary N. Darko, Deputy
Attest: AUDITOR OF MARION COUNTY, INDIANA.

Lawyers Title Insurance Corporation

L. M. BROWN DIVISION

Abstracts - Escrows - Title Insurance

140 EAST WASHINGTON STREET - PHONE MELROSE 8-6401 - INDIANAPOLIS 4, INDIANA

470872

In The UNITED STATES DISTRICT COURT

SEARCH FOR
BANKRUPTCIES

At the Request of

Kyler J. Comstock

the following certificate is prepared and furnished covering a search for Bankruptcies in the United States District Court of Indiana, held in Indianapolis, Terre Haute, South Bend, Fort Wayne, Evansville, Hammond, New Albany, and Lafayette.

The Undersigned Lawyers Title Insurance Corporation, with offices in Indianapolis, hereby certifies that there are no Bankruptcies, either voluntary or involuntary, of record, in any one of the above named eight divisions of the United States District Court for ten years last past, except such as may hereafter be set out against any one of the following named parties, under the spelling of the name as herein written, and not otherwise.

This certificate covers the Indianapolis Division down to and including May 10, 1965 8a.m. and all other Divisions of the State of Indiana down to and including April 29, 1965, 8a.m.

In The OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, search is also made for Internal Revenue Tax Liens as filed in the Office of the Recorder of Marion County, Indiana, from March 4, 1925, to date. See Internal Revenue Code Sections 3670-3671-3672, and Acts of General Assembly of the State of Indiana, Burns' 49-3221 et seq.

Francis T. Graham
Evelyn L. Graham
Kyler J. Comstock
Ruth I. Comstock

LAWYERS TITLE INSURANCE CORPORATION

L. M. BROWN DIVISION

Dated May 10, 1965, 8:00 A.M. By M. L. Sullivan

17.

CERTIFICATE

The undersigned, LAWYERS TITLE INSURANCE CORPORATION, hereby certifies, guarantees, and warrants to whoever relies upon this certificate, including present and all future persons in interest and this certificate runs with the real estate described in caption hereof, that the foregoing, within the limits of the period of search herein specified, is an ABSTRACT OF THE TITLE to and unsatisfied encumbrances upon, the real estate described in the caption hereof, and that all instruments abstracted herein appear regular in form, execution and acknowledgment unless otherwise indicated.

And it is further certified that SPECIAL SEARCHES were made as follows:

I. IN THE OFFICE OF THE RECORDER OF MARION COUNTY, search made for deeds, affidavits, miscellaneous instruments affecting the title, unsatisfied mortgages, mechanics' liens, Federal Tax Liens, and Old Age Assistance Liens.

II. IN THE OFFICE OF THE AUDITOR OF MARION COUNTY, search made in the general index to tax sales as the same is now entered up, for unsatisfied or unredeemed tax sales.

III. IN THE OFFICE OF THE TREASURER OF MARION COUNTY, search made in the current tax duplicates for unpaid taxes, assessed against the real estate for which this examination is prepared; search is also made in the assessment duplicates for unpaid Ditch assessments and Municipal improvement assessments, as the same now appear in the hands of the Treasurer for collection, which are a lien upon the real estate for which this examination is prepared. No search is made for unpaid assessments in any City or Town other than the City of Indianapolis.

IV. IN THE OFFICE OF THE CLERK OF THE MARION CIRCUIT COURT, search made in the Lis Pendens records of complaint and attachments, the will records and estate and guardianship dockets, and the general judgment dockets of the Marion Circuit Court, of the Superior Courts of Marion County, of the Probate Court of Marion County, of the Criminal Court of Marion County, of the Juvenile Court of Marion County, and of the Civil Municipal Courts of Marion County, including Replevin Bail, Recognizance Bonds and Transcripts of Judgments of United States Courts, as said records and dockets are now indexed.

V. From the searches as above enumerated, we find no further conveyances nor unsatisfied encumbrances, as indexed, or entered up, within the period herein certified, against the real estate described in the caption hereto, except those which may be herein shown.

The period of search covered by this certificate is from July 10, 1959 to and including May 10, 1965, 8:00 A.M.

and covers Paragraphs No. 1 to 17 both inclusive, and Sheets No. 1 to 7 both inclusive.

LAWYERS TITLE INSURANCE CORPORATION
L. M. BROWN DIVISION

By

M L Sullivan



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