

68 32293

no fee

WARRANTY DEED

Project 1-70-3(52)
Code 0536
Parcel 15

This Indenture Witnesseth, That *HARRY ZUCKERBERG*
SINGLE MALE UNMARRIED

of *Marion* County, in the State of *Indiana*

Convey and Warrant to

the STATE OF INDIANA for and in consideration of

FIFTY THREE THOUSAND ONE HUNDRED FIFTY (\$53150⁰⁰) Dollars,

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

LOT 2 IN McCARTY'S SUBDIVISION OF OUT LOT 119 AND THE WEST HALF OF OUT LOT 118 OF THE DONATION LANDS OF THE CITY OF INDIANAPOLIS, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 253, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

ALSO, A PART OF LOT 33 IN MARGARET McCARTY'S SUBDIVISION OF OUT LOT 119 AND THE WEST PART OF OUT LOT 118 OF THE DONATION LANDS OF THE CITY OF INDIANAPOLIS, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 1, PAGE 253, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, AND A PART OF LOT 34 IN NICHOLAS McCARTY'S SUBDIVISION OF OUT LOT 116 AND 2 ACRES ON THE SOUTH SIDE OF OUT LOT 117 OF THE DONATION LANDS OF THE CITY OF INDIANAPOLIS, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 1, PAGE 77, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF SAID LOT 33 AT A POINT 23.00 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 40 DEGREES 05 MINUTES 01 SECOND EAST 106.93 FEET TO THE NORTH LINE OF SAID LOT 34; THENCE EASTERLY 0.23 FEET ALONG SAID NORTH LINE; THENCE SOUTHERLY 84.00 FEET ALONG A LINE, WHICH LINE IS PARALLEL WITH THE WEST LINE OF SAID LOTS 33 AND 34 TO THE SOUTH LINE OF SAID LOT 33; THENCE WESTERLY 70.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING AND CONTAINING 2,947 SQUARE FEET, MORE OR LESS.

TOGETHER WITH THE PERMANENT EXTINGUISHMENT OF ALL RIGHTS AND EASEMENTS OF INGRESS AND EGRESS TO, FROM, AND ACROSS THE LIMITED ACCESS FACILITY (TO BE KNOWN AS I-70 AND AS PROJECT I-70-3(52)77) TO AND FROM THE OWNER'S ABUTTING LANDS ALONG LINES OF LOT 2 DESCRIBED ABOVE. THIS RESTRICTION SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON ALL SUCCESSORS IN TITLE TO THE SAID ABUTTING LANDS.

SUBJECT TO A LEASE, WHICH LEASE WAS CONVEYED APRIL 1, 1958 AND FEBRUARY 9, 1960, BY HARRY ZUCKERBERG AND ROSE ZUCKERBERG, HIS WIFE TO A. ZUCKERBERG AND SON, INC. BY VIRTUE OF A LEASE RECORDED FEBRUARY 23, 1960, IN MISCELLANEOUS RECORD 641, PAGES 92 AND 93 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

John T. Jackson
COUNTY AUDITOR

809410 JUL-9 '68

DULY ENTERED
FOR TAXATION

Paid by Warrant No. *A 215399*

Dated *6-26* 19*68*

RECEIVED FOR RECORD
'68 JUL -9 AM 11:47
MARCIA M. HAWTHORNE
RECORDER OF MARION COUNTY

68 32293

Page 1

JAF 3-17-67

WATB
3-29-68

This Instrument Prepared by *John W. Brossart*
Attorney

John W. Brossart
MAY 3 1968

Land and improvements \$ 53150⁰⁰, Damages \$ NONE; Total consideration \$ 53150⁰⁰

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 Harry Zuckerberg ADULT MALE UNMARRIED has hereunto set his hand and seal, this 14th day of March 1968

(Seal) Harry Zuckerberg (Seal)
(Seal) HARRY ZUCKERBERG (Seal)
ADULT MALE UNMARRIED (Seal)
(Seal) (Seal)
(Seal) (Seal)
(Seal) (Seal)
(Seal) (Seal)
(Seal) (Seal)
(Seal) (Seal)
(Seal) (Seal)

STATE OF INDIANA, Marion County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of March, A. D. 1968; personally appeared the within named

Harry Zuckerberg

Grantor in the above conveyance, and acknowledged the same to be his 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 June 3, 1968

Jacob S. Miller Notary Public
Jacob S. Miller

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 acknowledged 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

Jacob S. Miller
MAY 3 1968

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition
 ROOM 1105 — 100 NORTH SENATE AVENUE
 INDIANAPOLIS, INDIANA 46209

5-27-68 19

To
 A Zuckerberg & Son, Inc.

Indpls, Ind.

GENTLEMEN:

We enclose State Warrant No. A 209814 5-21-68 19
 in settlement of the following vouchers: 68-627

Description	Amount
For <u>Relocation expense</u> on State Road No. <u>49</u> in <u>Marion</u> County, Project <u>I-70-3(52)</u> Parcel No. <u>15</u> as per Grant/Warranty Deed, Dated <u>4-9-68</u>	\$2998 50

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By Harry Zuckerberg
 Date 6/6-68

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition
 ROOM 1105 — 100 NORTH SENATE AVENUE
 INDIANAPOLIS, INDIANA 46209

July 2

19 68

To Harry Zuckerberg
 6430 Hoover Road
 Apt. C
 Indianapolis, Indiana, 46260

GENTLEMEN:

We enclose State Warrant No. A-215399 6-26- 19 68
 in settlement of the following vouchers:

Description	Transmittal #68-712 Amount
For <u>Purchase</u> on State Road No. <u>I-70</u> in <u>Marion</u> County, Project <u>I-70-3(52)</u> Parcel No. <u>15</u> as per Grant/Warranty Deed, Dated <u>3-19-68</u>	\$53,150.00

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By

By

Harry Zuckerberg

Date

7-3-68

APPRAISAL REVIEW FORM

Division of Land Acquisition
Indiana State Highway Commissioner

Project I 70-3(52)
Parcel No. 15415A
Road I 70
County MARION
Owner ZUCKERBERG
Address 1001 S. MERIDIAN
Address of Appraised Property:
SAME

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. | <u>YES</u> |
| 2. Planning and Detail Maps were supplied appraisers. | <u>ADVANCED ACQUISITION</u> |
| 3. The three approaches required (Income, Market Data, and Cost Replacement) were considered. | <u>YES</u> |
| 4. Necessary photos are enclosed. | <u>YES</u> |
| 5. The appraisal is fully documented and supported as required by the State Highway Commission and the requirements of P.F.M. 21-4.1 of the Federal Bureau of Roads. | <u>YES</u> |
| 6. Plats drawn by the appraisers are attached. | <u>YES</u> |
| 7. I have personally inspected the Plans. | <u>ADVANCED ACQUISITION</u> |
| 8. I have personally inspected the site and familiarized myself with the parcel on... | <u>9-8-67</u> |
| 9. The computations of this parcel have been checked and reviewed. | <u>YES</u> |
| 10. The appraiser has complied with the Indiana State Highway Commission instructional outline and/or good appraisal practices. | <u>YES</u> |

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 9-8-67 :
(Date)

	APPRAISALS				REVIEWS		
	DAVIDSON	BACON	DAVIDSON	SULLIVAN	BABB	YORK	CANTWELL
(a) The fair market value of the entire property before the taking is:	\$ 30,000.	\$ 53,300	\$ 9,100.	\$ 57,900.	\$ 43,925.	\$ 9,100.	\$ 53,025.
(b) The fair market value of the property after the taking, assuming the completion of the improvement is:	—	—	5,550.	4,750.	—	5,550.	5,550.
The Total Value of Taking Is: (a minus b)	30,000.	53,300.	3,550.	53,150.	43,925.	3,550.	47,475.
(1) Land and/or Improvements	30,000.	53,300.	3,550.	53,150.	43,925.	3,300.	47,225.
(2) Damages	—	—	—	—	—	250.	250.
(3) Less non-compensable items	—	—	—	—	—	—	—
(4) Estimated Total Compensation	30,000.	53,300.	3,550.	53,150.	43,925.	3,550.	47,475.

Approved	Date	Signed
Rev. Appr.	9-13-67	Stephen M. Cantwell
Asst. or Chief Appr.	9-14-67	Richard H. Baird

Review

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3(52)

BUYER'S REPORT NUMBER: _____ COUNTY Marion PARCEL NO. 15

NAME & ADDRESS OF OWNER HARRY ZUCKERBERG

By STANLEY MILLER HIS ATTORNEY PHONE # 637-2447

NAME & ADDRESS OF PERSON CONTACTED STANLEY MILLER

PHONE # _____

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

DATE ASSIGNED 12-27-65 DATE OF CONTACT 3-12-68

OFFER \$ 53150⁰⁰ TIME OF CONTACT 10 AM

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? _____)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: _____

Met - Made new offer based upon
revised appraisal.

Letter - Lease Release - Orig Deed and
Voucher - and Tax Memo.

Mr Miller will go further with this
Parcel

Buyer also asked for Lease Release

Buyer sent ~~to~~ Corp Auth App For Lease Release

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

() Other, awaiting what? _____

Distribution Made

- (1) Parcel (1) Weekly Summary
- () Owner () Other, Specify

to Stanley
Miller

Charles G. Hale

(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. _____

BUYER'S REPORT NUMBER: _____ COUNTY _____ PARCEL NO. _____

NAME & ADDRESS OF OWNER ZUCKERBERGS TRRY

ATTY MILLER PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED _____

PHONE # _____

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

DATE ASSIGNED 12-27-65 DATE OF CONTACT 3-11-68 - 3-12-68

OFFER \$ REVISED 53150⁰⁰ TIME OF CONTACT DND 3-19-68

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
- 3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
- 5. _____ Showed plans, explained take, made offer, etc.?
- 6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
- 8. _____ Walked over property with owner? (or with whom? _____)
- 9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
- 10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
- 12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: ON 3-8-68 MADE APPT WITH ATTY MILLER

ON 3-12-68 TO ATTY MADE NEW OFFER - LEFT PAPERS

ON 3-19-68 REC'D SIGNED LEASE RELEASE - DATED -
VOUCHER FROM ATTY MILLER

NOW NEEDED 67 BTax REC ON STAGE 1 LOT

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

Distribution Made NO COPY TO OWNER
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify _____

Chadwick H. Hall
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: _____ COUNTY MARION PARCEL NO. 15-15A

NAME & ADDRESS OF OWNER LARRY ZUCKERBERG
1001 SOUTH MERIDIAN ST TWO TWO PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED TIRU ATTORNEY STANLEY MILLER
229 EAST WASHINGTON ST PHONE # 637-2442

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

DATE ASSIGNED 12-27-65 DATE OF CONTACT 9-18-67

OFFER \$ LOT 3550.00 TIME OF CONTACT 11:25 AM

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
- 3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
- 5. _____ Showed plans, explained take, made offer, etc.?
- 6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
- 8. _____ Walked over property with owner? (or with whom? _____)
- 9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
- 10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
- 12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: BUYER TELEPHONED ATTORNEY MILLER AT 637-2442
AND INFORMED HIM THAT BASED UPON HIS PRIVATE
APPRAISAL (ORIGINAL OF WHICH IS RETURNED HERewith)
THERE HAD BEEN ACCOMPLISHED A REVIEW BY THE
STATE HIGHWAY WHICH RESULTED IN NO CHANGE OF
THE ORIGINAL OFFERS (SEE ABOVE)

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

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

633-4423
COPY TO ATTORNEY
STANLEY MILLER
MAILED 9-18-67
Chadwick G Hall
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I70-3 (52)

BUYER'S REPORT NUMBER: _____ COUNTY MARION PARCEL NO. 15-15A

NAME & ADDRESS OF OWNER HARRY ZUCKERBERG (owner)
1001 SOUTH MERIDIAN INDIANAPOLIS IN. PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED HARRY ZUCKERBERG - CITY FAMILY MUSEUM - SW IN-LAN
JOSEPH PHONE # 635-2216

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

DATE ASSIGNED PAR 15A = 3550⁰² PARKING LOT DATE OF CONTACT 7-26-67

OFFER \$ → TIME OF CONTACT 2 PM

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. YES Checked abstract with owner? 2. No Any affidavits taken?
3. No Any mortgage(s)? 4. No Any other liens, judgements, etc.?
5. YES Showed plans, explained take, made offer, etc.? RE OFFERED INCLUDING PAR 15A
6. YES Explained about retention of buildings, etc.? 7. No Any being retained?
8. YES Walked over property ~~with owner?~~ (or with whom? BY MYSELF)
9. YES Arranged for owner to pay taxes? (Explain how in remarks)
10. No Secured Right of Entry? 11. NA Secured Driveway Right of Entry?
12. YES Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. YES Was 180 Day Notice Letter delivered or mailed to all parties?
14. No Waivers, were any secured? 15. NA Filled out RAAP Form?

REMARKS: #9 LEFT MEMO - EXPLAINED

#12 CITY MUSEUM SIGNED STATEMENT OF OCCUPANCY - MOVING RELOCATION
PAPER. MR ZUCKERBERG WANTED TO KNOW WHETHER HIS LONG TERM
LEASE WAS EVALUATED IN THE OFFER. BUYER STATED THAT IT WAS
USED BY APPRAISER AS ONE APPROACH. BUYER ALSO STATED THAT
THE OFFER INCLUDED ALL HOLDINGS IN THE PROPERTY AND THAT
THE STATE REQUIRED FREE AND UNINCUMBERED TITLE WHICH
MEANT THAT THE OWNER WOULD HAVE TO CLEAR LEASES AND
OTHER HOLDINGS IN ORDER TO CLEAR THE TITLE. MR ZUCKERBERG
STATED THAT HIS PARKING LOT (15A) WAS WORTH MUCH MORE
AND THAT HIS RELOCATION WAS GOING TO COST IN THE \$100,000⁰⁰ OR
MORE FIGURE. BUYER ASKED WHAT FIGURE THEY HAD IN MIND

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
AND THEY STATED THAT THEY WOULD CONSIDER LATER WHAT THEY
() Other, awaiting what? HAD IN MIND. A PRIVATE APPRAISAL WAS

DISCUSSED - CITY MUSEUM HAS OBTAINED SOME COMPARABLES
THEY WOULD LIKE TO MEET WITH MR WATKINS AND
MR O'CONNOR LATER.

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

Charles M. Hall
(Signature)

MAILED
7-27-67
Hall

CITY MUSEUM WILL
CALL IN ABOUT 2-3 WEEKS

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I70-3 (52)

BUYER'S REPORT NUMBER: _____ COUNTY MARION PARCEL NO. 15 AND 15A

NAME & ADDRESS OF OWNER HARRY ZUCKERBERG
1001 SOUTH MERIDIAN IND IND PHONE # 635-2216
Home 925-8503

NAME & ADDRESS OF PERSON CONTACTED MR ZUCKERBERG
THESE PARCELS COMBINED AND BACK FROM APPR 7-24-67
ORIGINALLY PAR 15 NOW ALSO 15A PARKING LOT PHONE # _____

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

DATE ASSIGNED 12-27-65 DATE OF CONTACT _____

OFFER \$ PAR 15 43925⁰⁰ TIME OF CONTACT _____
PAR 15A 3550⁰⁰

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? _____)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: ORIGINAL OFFER MADE SHORTLY AFTER 12-27-65. ~~THE~~ AT THIS

TIME MR ZUCKERBERG WAS TRYING TO RELOCATE SLOWLY - NO ACTION ON THE
OFFER WAS TAKEN - ON 7-19-66 THIS PARCEL WAS RE OFFERED AND
PLACED IN INACTIVE FILE - RENEGO 10-4-66 THRU CITY CLERK MILLER AT
2PM AT 1105 SOB. WHO SAID HE WOULD GET PRIVATE APPRAISAL AND THAT
"GENERALLY THE STATE IS FAIRLY CLOSE TO TRUE VALUE ON THEIR FIGURES".

NO PRIVATE APPRAISAL WAS FURNISHED. ON 2-16-67 THIS PARCEL WAS
PLACED IN HOLD FOR LATER "UNITY-OF-USE" ~~APP~~ APPR WITH THE PARKING
LOT AT NORTHEAST CORNER OF RAY CHURCH ST - THIS LOT IS USED AS A PARKING
FACILITY FOR THE STORE ON 1001 S MERIDIAN. IT APPEARS TO BUYER THAT
ALL PRIOR BUYERS REPORTS AND FORMAL OFFERS WERE LOST IN THE SHUFFLE.

PARCEL COMBINED 15 AND 15A AND RETURNED TO ME 7-24-67
Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? Now For RENEGO -

Distribution Made

- (1) Parcel (1) Weekly Summary
- () Owner () Other, Specify

Radwin Hall

(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I70-3(52)

BUYER'S REPORT NUMBER: _____ COUNTY MARION PARCEL NO. 15

NAME & ADDRESS OF OWNER JUCKER BROS'S STORE THRU

ATTY STANLEY MILLER PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED ATTY STANLEY MILLER

PHONE # _____

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

DATE ASSIGNED _____ DATE OF CONTACT 2-14-67

OFFER \$ _____ TIME OF CONTACT 3 PM

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: TBL CONVERSATION WITH ABOVE RE ACTION DISCLOSES THAT
ATTORNEY WOULD LIKE A UNITY-OF-USE COVERAGE ON
THIS BUILDING TIED IN WITH THE PARKING LOT ACROSS
THE STREET AND TO THE REAR WHICH IS IN ANOTHER
TAKE ON THE CURVE AT THAT POINT. INASMUCH AS
NOTHING BUT PRELIMINARY STAKING AND INCLUSION IN
THE RIGHT OF WAY HAS BEEN DONE ON THE PARKING LOT
WE ARE AT AN IMPASSE AT THIS POINT. MR MILLER
WILL COME TO 1105 SOB. WITHIN A FEW DAYS

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

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

Chadwick B. Hill
Ronald J. Rogers
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. _____

BUYER'S REPORT NUMBER: _____ COUNTY MARION PARCEL NO. _____

NAME & ADDRESS OF OWNER HARRY ZUCKERBERG
1001 SOUTH MERIDIAN PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED ATTORNEY STANLEY MILLER
PHONE # _____

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

DATE ASSIGNED 12-27-65 DATE OF CONTACT 10-4-66

OFFER \$ 43925⁰⁰ TIME OF CONTACT 2 PM

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: MR MILLER CAME IN - DISCUSSED FIXTURES - OTHER
PROPERTY ACROSS THE STREET USED FOR PARKING. HE
WANTED TO KNOW IF THIS HAD BEEN CONSIDERED IN THE
APPRAISAL SINCE ALTHOUGH IT WAS NOT PART OF THE TAKE
IT HAD A "UNITY-OF-USE" FACTOR IN DETERMINING THE
VALUE OF THE SUBJECT PROPERTY. I WAS NON COMMITAL ON
THIS. I GAVE HIM A PRIVATE APPRAISAL LETTER. HE SUGGESTED
THAT HE WOULD ATTEMPT TO GET A "PRELIMINARY" VALUE FROM
A PRIVATE APPRAISER AT AROUND "200⁰⁰ COST" TO SEE HOW CLOSE WE WERE.
HE SEEMS TO BE SEARCHING IN THE DARK AND ALSO INDICATED
THAT THE STATE GENERALLY HAD COMPARHENSIVE & GOOD APPRAISALS

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

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

Richard Hall
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

BUYERS REPORT # _____

PROJECT # I 70-3 (52) PARCEL # 15 COUNTY MARION

NAME & ADDRESS OF OWNER HARRY LUCKERBERG & SON JOSEPH
1001 SOUTH MERIDIAN PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED THE ABOVE

PHONE # _____

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

DATE ASSIGNED 12-27-65 DATE OF CONTACT 1-5-65

OFFER \$ # 43925⁰⁰ TIME OF CONTACT 11 AM

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

- 1. () (X) () Checked abstract with owner? Affidavit taken? () Yes () No
- 2. () (X) () Showed plans, explained take, made offer, etc.?
- 3. (X) () () Any mortgage? (Is it VA ____, FHA ____, FNMA ____, Fed.Ld. Bk. ____, Conv'l. __?)
- 4. () () () Explained about retention of Buildings? (any being retained? () Yes, () No)
- 5. () () (X) Filled out RAAP Form?
- 6. () (X) () Walked over property with owner (or who? _____)
- 7. (X) () () 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: 3# MORT AFNB

MET WITH ABOVE - EXPLAINED ALL PHASES

MADE OFFER - MORE TIME TO CONSIDER

LEFT ORIGINAL COPY OF OFFER LETTER WITH THE ABOVE.

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

Distribution Made

- (1) Parcel (1) Weekly Summary
- (X) Owner () Other, Specify: _____

Charles H. Hill
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

BUYERS REPORT #

PROJECT # I-70-3(32) PARCEL # 15 COUNTY Marion

NAME & ADDRESS OF OWNER Harry Zuchowicz
1001 S. Meridian St. PHONE #

NAME & ADDRESS OF PERSON CONTACTED Joe Zuchowicz
Same PHONE #

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

DATE ASSIGNED DATE OF CONTACT February 15, 1966

OFFER \$ 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:

Mr. Zuchowicz - is considering the offer and will call at a later date.

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

Distribution Made

- (1) Parcel (1) Weekly Summary
- () Owner () Other, Specify:

ME 3-4385 Leather C Hopler
(Signature)

GUARANTY OF TITLE

372
104

Pioneer National Title Insurance Company

Union Title Division

S.R. I-70	PROJECT I-70-3(52)	COUNTY Marion	PNTIC # 66-13925-0
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Names on Plans Harry and Rose Zuckenberg

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation with its principal Indiana Office in the City of Indianapolis, in consideration of premium paid, hereby guarantees that as of the 22nd day of November, 1966, 8 A.M.

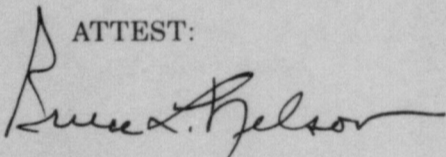
Harry Zuckenberg
1001 S. Meridian Street,
Indianapolis, Indiana.

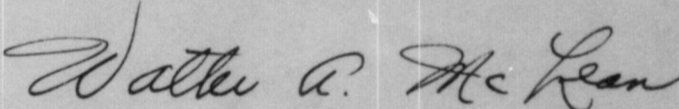
are the Record Owner or Owners of the property described in Schedule "A" as disclosed by a search of the Public Record for a twenty-year period immediately prior to the effective date of this Guaranty, and that said search disclosed no defects or liens or encumbrances in the title to said property except those shown in or referred to in Schedule "B".

This Guaranty is issued for the use and benefit of the State of Indiana.

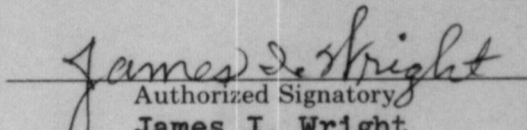
The maximum liability of the undersigned under this Guaranty is limited to the sum of \$5,000.00.

IN WITNESS WHEREOF, PIONEER NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereto affixed by its duly authorized officers.

ATTEST:

Assistant Secretary

PIONEER NATIONAL TITLE INSURANCE COMPANY

Vice President

Countersigned and validated as of the 7th day of Dec., 1966


Authorized Signatory
James I. Wright
Attorney

SCHEDULE "A"

The property covered by this Guaranty is situated in the County of Marion in the State of Indiana and is described as follows:

REAL ESTATE DESCRIPTION ATTACHED

The Record Owner or Owners disclosed above acquired title by

Deed from Solly L. Schubach and Emily W. Schubach, his wife dated July 28, 1954, recorded July 30, 1954, in Deed Record 1538, Instrument #51545. (No U.S.R. Shown)
Deed from Solly L. Schubach and Emily W. Schubach, his wife dated July 16, 1954, recorded July 30, 1954, in Deed Record 1538, Instrument #51546. (U.S.R. \$2.75)

INTERIM CERTIFICATE OF TITLE

Pioneer National Title Insurance Company

Union Title Division

15

S.R.	PROJECT	COUNTY	PNTIC #
I-70	I-70-3 (52)	Marion	66-13925-S

Name on Plans Harry and Rose Zuckerberg

Name of Fee Owner Harry Zuckerberg

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation with its principal Indiana Office in the City of Indianapolis, in consideration of premium paid, hereby certifies that a search of the records from November 22, 1966 8 A.M. to and including April 4, 1968 8 A.M. reveals no changes as to the real estate described under PNTIC # 66-13925-0 except:

1. Taxes for 19 66 payable 19 67 in name of Harry and Rose Zuckerberg
 Duplicate # 7266853 Parcel # 1035849 Township I-Center Code # 1-01
 May \$ 42.84 (paid) ~~XXXXXX~~ November \$ 42.84 (paid) ~~XXXXXX~~
 Taxes for 19 67 payable 19 68 ~~XXXXXX~~ unpaid in name of Harry and Rose Zuckerberg.
Taxes for 1968 payable 1969 now a lien in name of Harry and Rose Zuckerberg.

IN WITNESS WHEREOF, PIONEER NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereto affixed by its duly authorized officers.

ATTEST:

PIONEER NATIONAL TITLE INSURANCE COMPANY

Russell Nelson

Assistant Secretary

Walter A. McLean

Vice President

Countersigned and validated as of the 10 day of April, 19 68.

Tom J. O'Brien

Authorized Signatory

TOM J. O'BRIEN, Attorney

SCHEDULE "B"

This certificate is a guarantee of Record Ownership only and as such does not purport to cover nor disclose:

1. the rights of parties in possession
2. matters that might be disclosed by an accurate survey
3. statutory liens for labor or materials unless filed of record
4. ordinances, laws or regulations enacted by governmental authority

The search of the record of the property described in Schedule "A" discloses the following liens, encumbrances or defects in the title of the Record Owner or Owners.

~~5. Taxes for 19____ payable 19____ in name of____
Duplicate #____ Parcel #____ Township____ Code #____
May \$____ (paid) (unpaid); November \$____ (paid) (unpaid)
Taxes for 19____ payable 19____ now a lien.~~

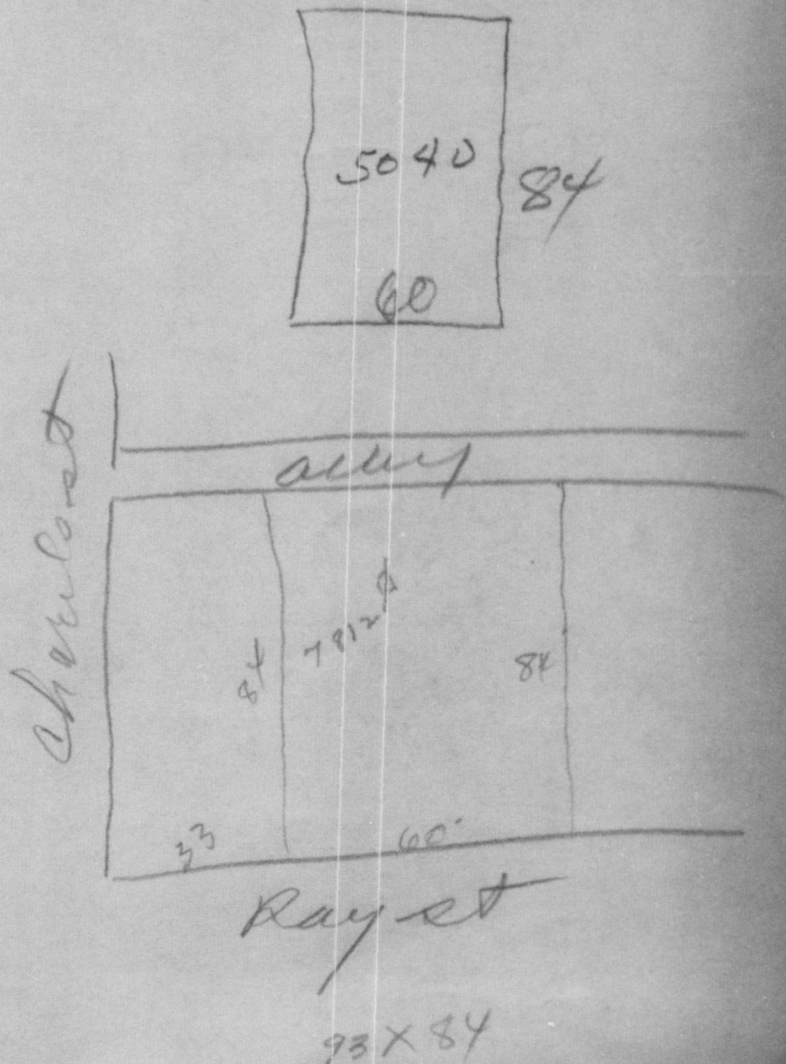
5. Taxes for 1965 payable 1966 on 60 ft. E. of 33 Ft. W. End L 33 OL 119 L 34 OL 116 herein.
Duplicate #6100751, Parcel #1035849, Township I-Center, Code #1-01.
May \$39.98 Paid; November \$39.98 Unpaid.
Assessed Valuation:
Land \$840.00 Improvements (None) Exemptions (None)
Taxes for 1966 payable 1967 now a lien.
6. Lease for a term of 3 years beginning April 1, 1958, and extended to March 31, 1976 on February 9, 1960, from Harry Zuckerberg and Rose Zuckerberg, his wife recorded February 23, 1960, in Miscellaneous Record 641, pages 92 and 93.

REAL ESTATE DESCRIPTION

A part of Lot 33 in Margaret McCarty's Subdivision of Out Lot 119 and the west portion of Out Lot 118 as per plat thereof in Plat Book 1, page 253.

Also, A part of Lot 34 in Nicholas McCarty's Subdivision of Out Lot 116 and 2 acres on the south side of Out Lot 117 as per plat thereof in Plat Book 1 page 77. Said Plat Books being in the Recorder's office of Marion County, Indiana. Said parts of said lots 33 and 34 aforesaid are situated in the City of Indianapolis. The property herein conveyed is more particularly described as follows:

Beginning at a point 33 feet east of the Southwest Corner of said Lot 33 and running Eastward 60 feet on the South Line of said Lot 33, thence northward 84 feet, thence westward 60 feet along the North Line of said Lot 34, thence southward 84 feet to the place of beginning.



13495
KLR
Family
Ind. (England)
1-1-58
FEB 23 1960

13496
KLR
Family
14
1-2-60
FEB 23 1960

13493
1-1-58
118-117

13495

This Indenture Witnesseth, That
Harry Zuckerberg and Rose Zuckerberg, his wife
of the County of Marion in the State of Indiana
has this day demised and leased to A. Zuckerberg & Son, Inc.
of said County and State, and to executor, administrators and assigns
the following premises in said County and State, to-wit:
Storeroom premises known as and located at
1001 S. Meridian Street, Indianapolis, Indiana
Lessor shall keep the roof and exterior walls in
repair; and Lessee hereby assumes the obligations
of all other repairs, maintenance and replacement.
Also parking lot located at Northeast corner Charles
and Kay Streets.

together with the right, privileges and appurtenances to the same belonging, to have and to hold the same
for and during the term of Three (3) years from the 1st day of
April 1958 And the said Lessee
hereby agrees to pay as rent for said premises, the sum of \$7,800.00
weekly in the amount of \$150.00 per year : the said rent to be paid ~~in~~
~~advance~~ in advance without relief from
valuation or appraisement laws:

THE CONDITIONS of this lease are: That the premises are to be used and occupied by Lessee
for a general depart-
ment store and for no other purpose. That no ashes are to be kept in wooden vessels, or allowed to accu-
mulate on the premises. That the premises are not to be sub-leased by said Lessee. ~~with~~
~~or~~ or occupied by other persons, or for other purposes than herein expressed, or
this lease assigned by the said
without the written consent of the said Lessor
That no nails are to be driven into the walls, and no waste committed or damage done to the premises, and
no lewd or immoral practices are to be allowed thereon

And the said part... of the second part hereby further agree... at the expiration of this lease to de-
liver up the possession of said premises, peaceable and in as good condition and repair as the same is now
in, or in as good condition and repair as the said part... of the first part may at any time during this
lease put the same in. The natural wear, accidents, fire and other acts of God excepted.

At the expiration of this lease, or on the failure to pay the rent when the same is due, or on a failure
to comply with any of the conditions of this lease, the same shall terminate at once without notice, and the
said
representatives and assigns may enter upon and take possession of said premises and expel
the occupants thereof, without in anywise being a trespasser; and the failure of the said Lessor
to take possession of said premises at the times aforesaid,
shall not stop Lessor from afterwards asserting said rights, and the occupation of said premises
by the said tenant, after the expiration of said lease, or the forfeiture thereof, shall give Lessee
no rights as a tenant but Lessee may be expelled at any time without notice. On failure to pay
rent at maturity, or to give possession at the expiration of this lease and as liquidated damages for failure
it is agreed that double the rent above specified shall be paid for the time the rent remains due or unpaid
or said tenant holds possession without right, and should suit be instituted to collect rent, or obtain posses-
sion of the said premises, the said
agree to pay attorney's fees therefor.

Witness our hands, this 1st day of
A. ZUCKERBERG & SON, INC.
Harry Zuckerberg, Inc.
Rose Zuckerberg

MAX KLEZMER
LAWYER
This instrument prepared by: MAX KLEZMER
INDIANAPOLIS, INDIANA
19 58

Park

INTERIM CERTIFICATE OF TITLE

Pioneer National Title Insurance Company

Union Title Division

S.R. I-70	PROJECT I-70-3 (52)	COUNTY Marion	PNTIC # 66-13945-S
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Name on Plans Harry and Rose Zuckerberg

Name of Fee Owner Harry Zuckerberg

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation with its principal Indiana Office in the City of Indianapolis, in consideration of premium paid, hereby certifies that a search of the records from November 22, 1966 8 A.M. to and including April 24, 1968 8 A.M. reveals no changes as to the real estate described under PNTIC # 66-13945-0 except:

1. Taxes for 19 66 payable 19 67 in name of Harry and Rose Zuckerberg
Duplicate # 7266854 Parcel # 1035852 Township I-Center Code # 1-01
May \$ 23.46 (paid) ~~X~~; November \$ 23.46 (paid) ~~X~~
Taxes for 19 67 payable 19 68 ~~now a lien~~ unpaid in name of Harry and Rose Zuckerberg
Taxes for 1968 payable 1969 now a lien in name of Harry and Rose Zuckerberg

IN WITNESS WHEREOF, PIONEER NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereto affixed by its duly authorized officers.

ATTEST:

PIONEER NATIONAL TITLE INSURANCE COMPANY

Bruce A. Nelson

Assistant Secretary

Walter A. McLean

Vice President

Countersigned and validated as of the 30 day of April, 19 68

Tom Withrow

Authorized Signatory

TOM WITHROW, Title Officer

GUARANTY OF TITLE

375
15A

Pioneer National Title Insurance Company

Union Title Division

S.R. I-70	PROJECT I-70-3(52)	COUNTY Marion	PNTIC # 66-13945-0
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Names on Plans Harry and Rose Zuckerberg

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation with its principal Indiana Office in the City of Indianapolis, in consideration of premium paid, hereby guarantees that as of the 22nd day of November, 19 66, 8 A.M.

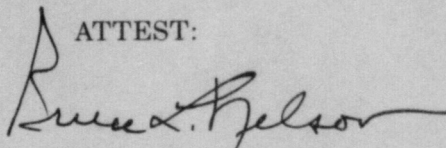
Harry Zuckerberg
1001 S. Meridian Street
Indianapolis, Indiana

are the Record Owner or Owners of the property described in Schedule "A" as disclosed by a search of the Public Record for a twenty-year period immediately prior to the effective date of this Guaranty, and that said search disclosed no defects or liens or encumbrances in the title to said property except those shown in or referred to in Schedule "B".

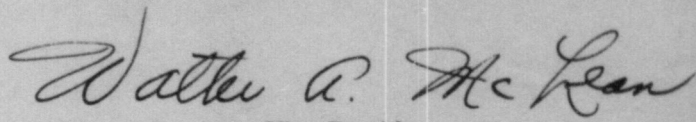
This Guaranty is issued for the use and benefit of the State of Indiana.

The maximum liability of the undersigned under this Guaranty is limited to the sum of \$5,000.00.

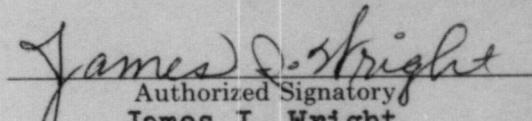
IN WITNESS WHEREOF, PIONEER NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereto affixed by its duly authorized officers.

ATTEST:

Assistant Secretary

PIONEER NATIONAL TITLE INSURANCE COMPANY


Vice President

Countersigned and validated as of the 7th day of Dec., 19 66


Authorized Signatory
James I. Wright
Attorney

SCHEDULE "A"

The property covered by this Guaranty is situated in the County of Marion in the State of Indiana and is described as follows:

REAL ESTATE DESCRIPTION ATTACHED

The Record Owner or Owners disclosed above acquired title by

Deed from Solly L. Schubach and Emily W. Schubach, his wife dated July 28, 1954, recorded July 30, 1954, In Deed Record 1538, Instrument #51545. (No U. S. R. Shown)
Deed from Solly L. Schubach and Emily W. Schubach, his wife dated July 16, 1954, recorded July 30, 1954, in Deed Record 1538, Instrument #51546. (U.S.R. \$2.75)

SCHEDULE "B"

This certificate is a guarantee of Record Ownership only and as such does not purport to cover nor disclose:

1. the rights of parties in possession
2. matters that might be disclosed by an accurate survey
3. statutory liens for labor or materials unless filed of record
4. ordinances, laws or regulations enacted by governmental authority

The search of the record of the property described in Schedule "A" discloses the following liens, encumbrances or defects in the title of the Record Owner or Owners.

5. Taxes for 1965 payable 1966 in name of Harry and Rose Quckerberg
Duplicate # 6100752 Parcel # 1035852 Township I-Center Code # 1-01
May \$ 21.90 (paid) ~~XXXXX~~; November \$ 21.90 ~~XXXXX~~ (unpaid)
Taxes for 1966 payable 1967 now a lien.
Assessed Valuation:
Land \$460.00 Improvements (None) Exemptions (None)

6. Lease for a term of 3 years beginning April 1, 1958, and extended to March 31, 1976 on February 9, 1960, from Harry Zuckerberg and Rose Zuckerberg, his wife recorded February 23, 1960, in Miscellaneous Record 641, pages 92 and 93.

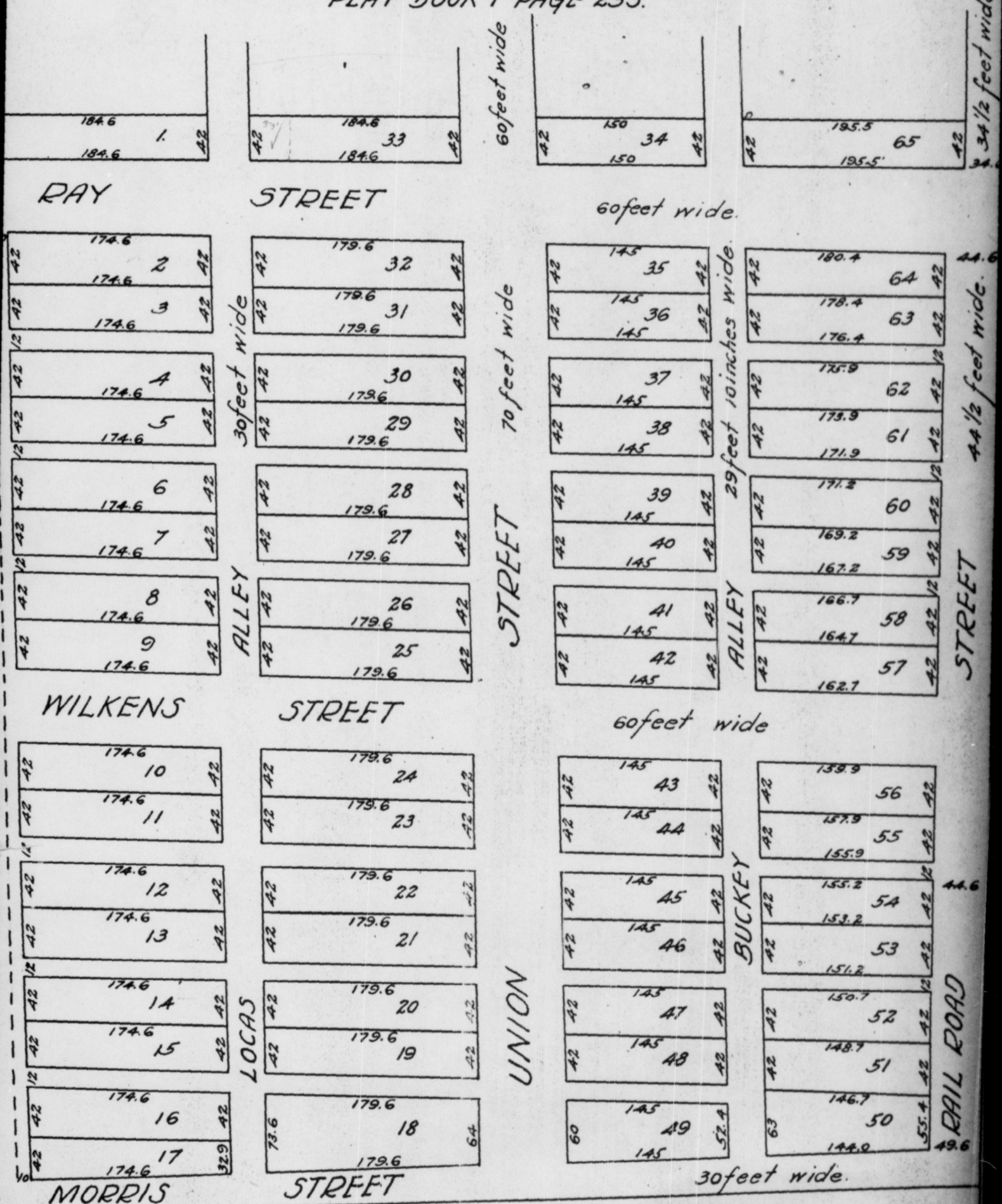
REAL ESTATE DESCRIPTION

33 feet off the entire west end of lot 33 in Margaret McCarty's Subdivision of Out Lot 119 and the west part of Out Lot 118 in the City of Indianapolis, reference being made to the recorded plat thereof in Plat Book 1, page 253, in the Recorder's office of Marion County, Indiana; and

33 feet off the entire west end of Lot 34 in Nicholas McCarty's Subdivision of Out Lot 116 and 2 acres on the South side of Out Lot 117 in the City of Indianapolis, reference being made to the recorded plat thereof in Plat Book 1, page 77, in the office of the Recorder of Marion County, Indiana.

MARGARET McCARTY'S SUBDIVISION
 OUT LOT 119 AND WEST PART OUT LOT 118.

PLAT BOOK 1 PAGE 253.



Note:- A strip of ground 10 feet wide is given off the west side of Out Lot 119 to widen the Bluff Road as exhibited by the dotted line on the plat.

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LEASE 13495
 This Indenture Witnesseth, That
 Harry Zuckerborg and Rosa Zuckerborg, his wife
 of the County of Marion in the State of Indiana
 has this day demised and leased to A. Zuckerborg & Son, Inc.
 of said County and State, and to executor, administrators and assigns
 the following premises in said County and State, to-wit:

Store room premises known as and located at
 1001 S. Meridian Street, Indianapolis, Indiana
 Lessor shall keep the roof and exterior walls in
 repair; and Lessee hereby assumes the obligations
 of all other repairs, maintenance and replacement.
 Also parking lot located at Northeast corner Charles
 and Ray Streets.

together with the right, privileges and appurtenances to the same belonging, to have and to hold the same
 for and during the term of Three (3) years from the 1st day of
 April 1958 And the said Lessee
 hereby agrees to pay as rent for said premises, the sum of \$7,800.00
 weekly in the amount of \$150.00 per year; the said rent to be paid XXXXX
 in advance without relief from
 valuation or appraisal laws:

THE CONDITIONS of this lease are: That the premises are to be used and occupied by Lessee
 for a general depart-
 ment store and for no other purpose. That no ashes are to be kept in wooden vessels, or allowed to accu-
 mulate on the premises. That the premises are not to be subleased by said Lessee ~~XXXXXXXXXXXX~~
~~XXXXXXXXXXXX~~ or occupied by other persons, or for other purposes than herein expressed, or
 this lease assigned by the said
 without the written consent of the said Lessor
 That no nails are to be driven into the walls, and no waste committed or damage done to the premises, and
 no lewd or immoral practices are to be allowed thereon

At the expiration of this lease, or on the failure to pay the rent when the same is due, or on a failure
 to comply with any of the conditions of this lease, the same shall terminate at once without notice, and the
 representatives and assigns may enter upon and take possession of said premises and expel
 the occupants thereof, without in anywise being a trespasser; and the failure of the said Lessor
 to take possession of said premises at the times aforesaid,
 shall not stop Lessor from afterwards asserting said rights, and the occupation of said premises
 by the said tenant, after the expiration of said lease, or the forfeiture thereof, shall give Lessee
 no right as a tenant but Lessee may be expelled at any time without notice. On failure to pay
 rent at maturity, or to give possession at the expiration of this lease and as liquidated damages for failure,
 it is agreed that double the rent above specified shall be paid for the time the rent remains due or unpaid
 and that Lessee shall be instituted to collect rent, or obtain possession
 of the premises, the said

This Instrument prepared by: MAX KLEIMER
 L.A.W.Y.E.R.
 404-407 BOARD OF TRADE BUILDING
 INDIANAPOLIS, INDIANA
 Witness our hands, this 1st day of
 A. ZUCKERBORG & SON, INC.
 Harry Zuckerborg
 Rosa Zuckerborg

Secretary respectively of A. Zuckerborg & Son, Inc, and all of
 said persons being first duly sworn, acknowledge the execution of
 the above and foregoing Instrument as their free and voluntary
 act and deed this 1st day of February 1960.
 WITNESS my Hand and Notarial Seal.

Max Kleimer (S)
 Notary Public

My Commission Expires:
 Aug 25, 1963

This Instrument prepared by:
 MAX KLEIMER
 L.A.W.Y.E.R.
 404-407 BOARD OF TRADE BUILDING
 INDIANAPOLIS, INDIANA

RECORDED AT 2:43
 MARION COUNTY, INDIANA
 FEB 23 1960

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MODIFICATION OF LEASE

WHEREAS, heretofore Harry Zuckerberg, and Rose Zuckerberg, as Lessors leased to A. Zuckerberg & Son, Inc., the storeroom premises known as and located at 1001 S. Meridian Street, Indianapolis, Indiana, under a certain lease dated April 1, 1954; and

and WHEREAS, said lease expires by its terms March 31, 1961;

and WHEREAS, it is the desire of the parties to modify and amend said lease under the terms and conditions hereof;

NOW, WHEREFORE, it is mutually agreed by and between the parties as follows:

1. The term of said lease is hereby extended for the period expiring March 31, 1970.
2. The rental to be paid under said lease shall be as follows:
 - (a) A minimum rental of \$7,000.00 per year payable at the rate of \$150.00 per week;
 - (b) In addition to said minimum rental Lessee agrees to pay Lessors a sum equal to 4 per cent of the gross sales made by Lessee from said premises in excess of \$195,000.00 per year.

3. Except as above modified and amended, terms and conditions of said original lease shall remain in full force and effect.

Dated this 9th day of February 1960.

Harry Zuckerberg
HARRY ZUCKERBERG

Rose Zuckerberg
ROSE ZUCKERBERG

A. ZUCKERBERG & SON, INC.

By Harry Zuckerberg
HARRY ZUCKERBERG, President

WITNESS: Marvin Joseph Zuckerberg
MARVIN JOSEPH ZUCKERBERG, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Personally appeared before me the undersigned, a Notary Public, Harry Zuckerberg and Rose Zuckerberg; and also personally appeared before me Harry Zuckerberg and Marvin Joseph Zuckerberg, President and

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Secretary respectively of A. Zuckerberg & Son, Inc, and all of said persons being first duly sworn, acknowledge the execution of the above and foregoing instrument as their free and voluntary act and deed this 15 day of February 1960.

WITNESS my Hand and Notarial Seal.

Max Klezmer (S)
Notary Public

My Commission Expires:

Aug 28, 1963 (2)

This Instrument prepared by:

MAX KLEZMER
LAWYER
406-407 BOARD OF TRADE BUILDING
INDIANAPOLIS, INDIANA

RECORDED AT 2:00
MARION COUNTY, INDIANA
FEB 23 1960

United States of America } ss:

DISTRICT OF INDIANA

To Meyer-Kiser Bank

I, William P. Kappes, Clerk of the District Court of the United States within and for the District aforesaid, do hereby certify that there are no unsatisfied judgments remaining upon the records of the District Court at Indianapolis, obtained within the last ten years against

William C. Weiland

George F. Weiland

Harry William Weiland

Harry W. Weiland

Ralph W. Weiland

Charles F. Weiland

Mary Sophia Ziegler

Emma E. McBride

Isaac Saglowsky

Abraham Zuckerberg

Note: Search has been made only as to names that are spelled exactly as above. As to any name in which an initial is used above, the search has been made as to proceedings in which the name is given by initial only and not as to proceedings in which the name is given in full.

WITNESS my hand and the seal of said District Court at Indianapolis,

in said District, the 5th day of March

A. D. 1925

William P. Kappes
Clerk.

Indianapolis Inds. 91
June 11th 1883.

I Ludwig Porkeus certify that I am the same
Ludwig Porkeus who owned lot 2 in Margaret
McCarthy's Subdivision of Outlot 119 &
West part of Outlot 118 in the City of
Indianapolis, Indiana from Aug
13th 1866 & that Thomas Gillig &
John P. Gillig who deeded the same
to me at that date were unmarried
and that Nicholas Gillig who deeded
the said lot to them Jan'y 2nd 1866 was
at the time of said conveyance
unmarried.

Not married

Louis Porkeus

T. WILSON ANNABAL
ATTORNEY AT LAW
411 MEYER-KISER BANK BUILDING
INDIANAPOLIS

March 3rd, 1935.

Meyer-Kiser Bank,
Indianapolis, Indiana.

Gentlemen:--

I have examined the attached abstract of title prepared by the Union Title Company to the following described real estate in the County of Marion and State of Indiana, to-wit:-

Lot number Two (2) in McCarty's Sub-division of Out-Lot 119, and the West half of Out-Lot 118 in the City of Indianapolis, as per plat thereof in Plat Book 1, page 253 of the records of the Redorder's Office, said County and State.

From such examination I find the following record defects, namely;

At #13 the celibacy of Vincent Myers is not shown;

At #14 the celibacy of Nicholus Gillig is not shown. At the same number it appears that he acknowledged this conveyance as Nicholus Gilling, but the deed was signed Nicholus Gillig, so I assume that the difference in spelling was a mistake of the notary;

At #15 the celibacy of Thomas Gillig and John P. Gillig is not shown.

No. 1684

ABSTRACT OF TITLE

TO

Lot number two (2) in McCarty's Subdivision of Out Lot 119 and the West 1/2 of Out Lot 118 in the City of Indianapolis, as per plat thereof recorded in Plat Book 1 page 253, in the office of the Recorder of Marion County, Indiana.

Prepared for A. ZUKERBERG.

BY

UNION TITLE COMPANY

OFFICERS
JAMES S. CRUSE
 PRESIDENT
WILLIS N. COVAL
 VICE-PRESIDENT AND GENERAL MANAGER
FRED COONS
 VICE-PRESIDENT
GEORGE A. KUHN
 TREASURER
WENDELL W. COVAL
 SECRETARY

INDIANAPOLIS INDIANA
 INCORPORATED
 CAPITAL STOCK, \$1,000,000.00
 204 CITY TRUST BUILDING . . . MAIN 7575
 227 LEMCKE BUILDING . . . MAIN 3385
 118 NORTH DELAWARE STREET . . . MAIN 3005

DIRECTORS
REILY C. ADAMS
ARTHUR V. BROWN
W. T. CANNON
FRED COONS
WILLIS N. COVAL
WENDELL W. COVAL
LINTON A. COX
JAMES S. CRUSE
R. F. DAVIDSON
GEORGE B. ELLIOTT
GEO. C. FORREY, JR.
GEORGE A. KUHN
DICK MILLER
FRANK W. MORRISON
ROY SAHM
C. N. THOMPSON
JOHN R. WELCH
C. N. WILLIAMS
JOSH. ZIMMERMAN

**ABSTRACTS OF TITLE,
TITLE INSURANCE, ESCROWS**

HISTORICAL NOTES. The title to all real estate in Marion County, Indiana, is derived from the United States. An epitome of the fee title to these lands, prior to the local records of the county, is as follows: Spain, France and Great Britain asserted sovereignty over the territory, now forming the State of Indiana; Spain, by virtue of the discovery of America, by Columbus, the discoveries by Ponce de Leon, in 1512, and Hernando de Soto, between 1538 and 1542; France, by virtue of the explorations of Verrazzani in 1524, Carter and LaSalle; and Great Britain, by virtue of the explorations by the Cabots, in 1497, acquisition from the Indian Confederacy, and actual occupancy. Despite the claims based on priority of discovery, exploration and occupancy, the title vested in the nation strongest in military power. By the terms of the Treaty of Paris, February 18, 1763, between said countries, Great Britain was ceded all lands in the State of Indiana. The title of Great Britain to said territory passed to the United States by the Treaty of September 3, 1783, ratified by Congress, January 14, 1784. Virginia, Connecticut, New York and Massachusetts were claimants of the vacant lands north and west of the River Ohio. Whatever rights existed were compromised, and deeds of session were made to the United States. The conveyance by Virginia, the only state recognized to have a valid claim to lands in Marion County, was accepted by Congress March 1, 1784.

INDIAN CLAIMS. The original possessory title to said lands was held by the Indians. The Weas, Delawares, Miami, and Kickapoos were the only tribes recognized as having substantial rights, and their claims were extinguished by cessions dated October 2, 3 and 6, 1818, and July 30, 1819.—7 U. S. Statutes at Large, pp. 185, 186, 188, 189 and 200.

TERRITORIAL GOVERNMENT. The maintenance of a government, in the Territory of the United States Northwest of the River Ohio, was provided for by a series of Resolutions of April 23, 1874. By authority of an Ordinance of Congress, July 13, 1787, Indiana Territory was organized May 7, 1800.

STATE GOVERNMENT. A Memorial praying for authority to form a State Government, was adopted by the Legislature of said Territory, December 14, 1815, and laid before Congress, December 23, 1815. An Enabling Act was approved by Congress, April 19, 1816. 3 U. S. Statutes at Large, p. 289. Elections were held May 13, 1816, for delegates to the Constitutional Convention. The convention met June 10, and on June 29, 1816, approved the Constitution. R. S. 1824, p. 33. The State Government superseded Territorial Government, November 7, 1816, and Indiana was formally admitted into the Union by a Joint Resolution of Congress, approved December 11, 1816. 3 U. S. Statutes at Large, p. 399.

ORGANIZATION OF COUNTY. Marion County lands were included within the boundaries of Delaware County, organized January 20, 1820, Acts 1820, p. 95. Marion County was organized December 31, 1821, Acts 1821-2, p. 135. The boundary lines of Marion County were corrected and established January 7, 1824, Acts 1824, p. 52.

CITY OF INDIANAPOLIS. By act of Congress, approved April 19, 1816, hereinbefore mentioned, four sections of land were granted to the State, "for the purpose of fixing their seat of Government thereon," which grant was accepted by the Territorial Convention, by Ordinance of June 29, 1816, R. S. 1824, p. 33. By Act of Congress, approved March 3, 1819, it was provided that instead of 4 sections, "Any contiguous quarter sections, fractions, or parts of sections, not to exceed in the whole the quantity contained in 4 entire sections," were to be selected under the direction of the Legislature. 3 U. S. Statutes at Large, p. 516. By Act, approved January 11, 1820, Commissioners were appointed by the General Assembly to select and locate a seat for the permanent seat of Government of the State of Indiana. Acts 1819, p. 18. Commissioners reported, June 7, 1820, selection of sections 1 and 12, east and west fractional sections, numbered 2, east fractional section numbered 11, and so much of the east part of west fractional section, numbered 3, to be set off by a North and South line as will complete 4 entire sections, or 2,560 acres in township 15, North, and range 3, East of the second principal Meridian. House Journal 1820-1821, p. 25. According to the returns of the United States Surveyors, section 1 contains 658.20, section 2, 611.53, section 12, 640 acres, and section 11, on the east side of White River, 448.20 acres, leaving 202.07 acres to be taken out of section 3. The Act approved January 6, 1821, approved the selection of the above described land, provided for the appointment of three Commissioners, to lay out a town on such part of the land selected, as they deemed most proper, provided for the sale of lots, the appointment of Agents and authorized the execution of certificates and deeds by said Agents. Said act further provided, "that said town shall be called, and known by the name of Indianapolis." Acts 1820, p. 44. The original survey of the town, as made in the year 1821, included within North, South, East and West streets, embracing squares 1 to 101 inc., which were all divided into in-lots. By Act approved November 28, 1821, the acts and proceedings of the commissioners were legalized. Acts 1821-2, p. 18. By Act, approved January 3, 1822, it was provided that the agent lay off in lots from 5 to 20 acres, the fraction of land lying west of the west fork of White River, opposite Indianapolis, and which is within the Donation. Said Agent was authorized to sell any part of the unappropriated Donation, not exceeding 2 acres, to any person or persons, for the purpose of making bricks for the improvement of the town. Acts 1821-2, p. 129. A square tract of 2 acres was platted and sold as a brick yard and designated "H" on the map. By Act, approved January 20, 1824, Indianapolis was adopted and established as the permanent seat of Government, upon, from, and after the 2nd Monday in January, 1825. Acts 1824, p. 10. The Act, approved January 31, 1824, authorized the Agent to lay out on the North and South sides of the town plat, 20 out-lots of the same size as the squares in said town plat, and to offer said out-lots for sale. Acts 1824, p. 88. By the Act, approved February 12, 1825, the Agent was required to lay off one more tier of out-lots on the North and South sides of the said town, of the same size and dimensions of the 20 out-lots provided for in the foregoing Act. Acts 1825, p. 3. An Act, approved January 26, 1827, authorized the Agent to sell a quantity of ground not exceeding 7 acres, on White River and adjoining thereto, either above, or below the Ferry, on said river, to be by said Agent laid off and surveyed, in such form and manner as in his opinion will best answer the purpose designed; which piece of land shall be sold for the purpose of affording a site for the erection of a steam mill, etc. Acts 1827, p. 3. This tract is designated "Steam Mill" on the map. By an Act, approved January 26, 1827, all the alleys passing through squares 1 to 20 inc., 80, 84, 85 and 90 to 101 inc., were vacated and the Agent was granted authority to divide squares 80, 84 and 85. Acts 1827, p. 5. Within the surveys including that necessitated by the Act of 1827, the streets are 90 feet wide, except Washington, which is 120 feet, and Circle, which is 80. The alleys are 30 and 15 feet wide, each of the regular squares are 420 feet, including the alleys, and contain 4 4-100 acres. The lots in the regular squares are 67 feet 6 inches in front, and 195 feet in depth where they abut on 30 foot alleys; where they abut on 15 foot alleys, they are 65 feet in front and 202 feet 6 inches in depth. By Act, approved February 9, 1831, the Agent was required to cause the lands around the Town of Indianapolis, belonging to the State, to be accurately surveyed and divided into lots, according to the plan designated on the plat presented by the said Agent, and cause the corners and boundaries thereof to be distinctly marked and numbered. Acts 1830-1, p. 82. A "Map of Indianapolis and Its Environs" as originally drawn by B. F. Morris, surveyor, was filed by E. Sharpe, Agent, July 5, 1831, in the Recorder's office of Marion County. A verified copy of the same is now of record in said office.

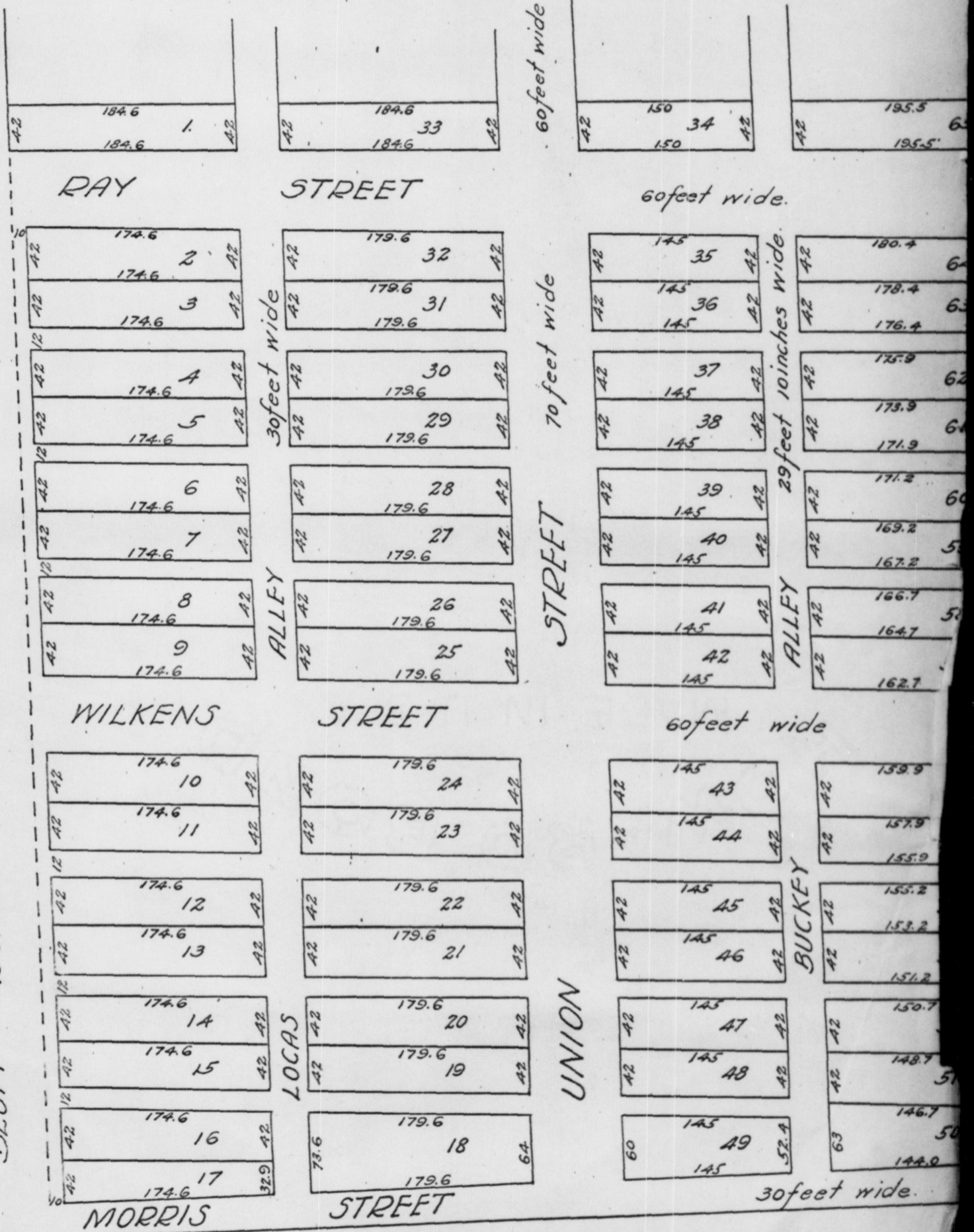
In the Survey of the Remaining part of the Donation, authorized by the law of 1831, the lines of the original survey of the town are assumed as having been run according to the True Meridian, and the lines on the east side of White River are run with the same bearing upon the assumption the variation of the needle indicated at this time, by the instrument used is 3 degrees, 25 minutes, east. The lines on the west side of the River are run at a variation of 5 degrees, 30 minutes, as corresponding more exactly with the congressional surveys, Washington street is continued west to the River and east with the National Road, to the Boundary of the Donation, 120 feet wide. The National Road, after leaving Washington street, is 80 feet wide. The Michigan Road is 100 feet. The continuations of Kentucky, Massachusetts, Virginia, New Jersey, north, and Delaware, Pennsylvania, Meridian and Illinois street, south, are respectively 80 feet wide; the Fort Wayne, Madison and Bluff Roads are severally 80 feet wide. The continuation of Market and New York streets, east, North street, west, and the Lafayette Road are severally 60 feet wide. Water street is 99 feet wide, between the River and lots 135, 136, 139, and the South end of 145; at the North end of 145 it is 118 feet wide. The Act of February 2, 1841, appointed the State Librarian ex-officio Agent of State, and made such officer custodian of all books and papers of every description relating to the affairs of the Town of Indianapolis. Acts 1841, p. 114. By Act of January 15, 1844, all books, papers and maps were placed in the custody of the Auditor of State and said act further provided, "All final or partial payments of lots in Indianapolis shall hereafter be made to the State Treasurer, upon the statement of the Auditor, and the final certificate of the Auditor of State shall authorize the Secretary of State to issue a patent therefor." Acts 1844, p. 103.

SCHOOL LANDS. By the proposition on the part of the United States, offered in the Enabling Act, approved April 19, 1816, which when accepted, as hereinbefore noted, became obligatory, every section numbered 16, in every township, in Marion County, was granted to the inhabitants of such township, for the use of Schools. 3 U. S. Statutes at Large, p. 290. R. S. 1824, p. 33. By Acts, approved January 31, 1831, the Congressional Townships were constituted bodies corporate. By the Act of 1824, the lands were vested in such corporation. By an Act of Congress, approved May 24, 1828, the legislature of the State of Indiana was authorized to sell and convey in fee simple, after complying with certain provisions, all, or any part of the lands heretofore reserved and appropriated by Congress for the use of the schools within said State. 4 U. S. Statutes at Large, p. 298. Provisions for the sale of such lands, and authority for certain officers to execute deeds, were provided, by the Acts of 1829, 1831, 1843, 1852 and 1865. R. S. 1824, p. 379; Acts 1829, p. 120; R. S. 1831, p. 463; R. S. 1843; Articles 13, R. S. 1852, p. 450; Acts 1865, p. 16.

MARGARET McCARTY'S SUBDIVISION
 OUT LOT 119 AND WEST PART OUT LOT 118.

PLAT BOOK 1 PAGE 253.

80 feet wide.

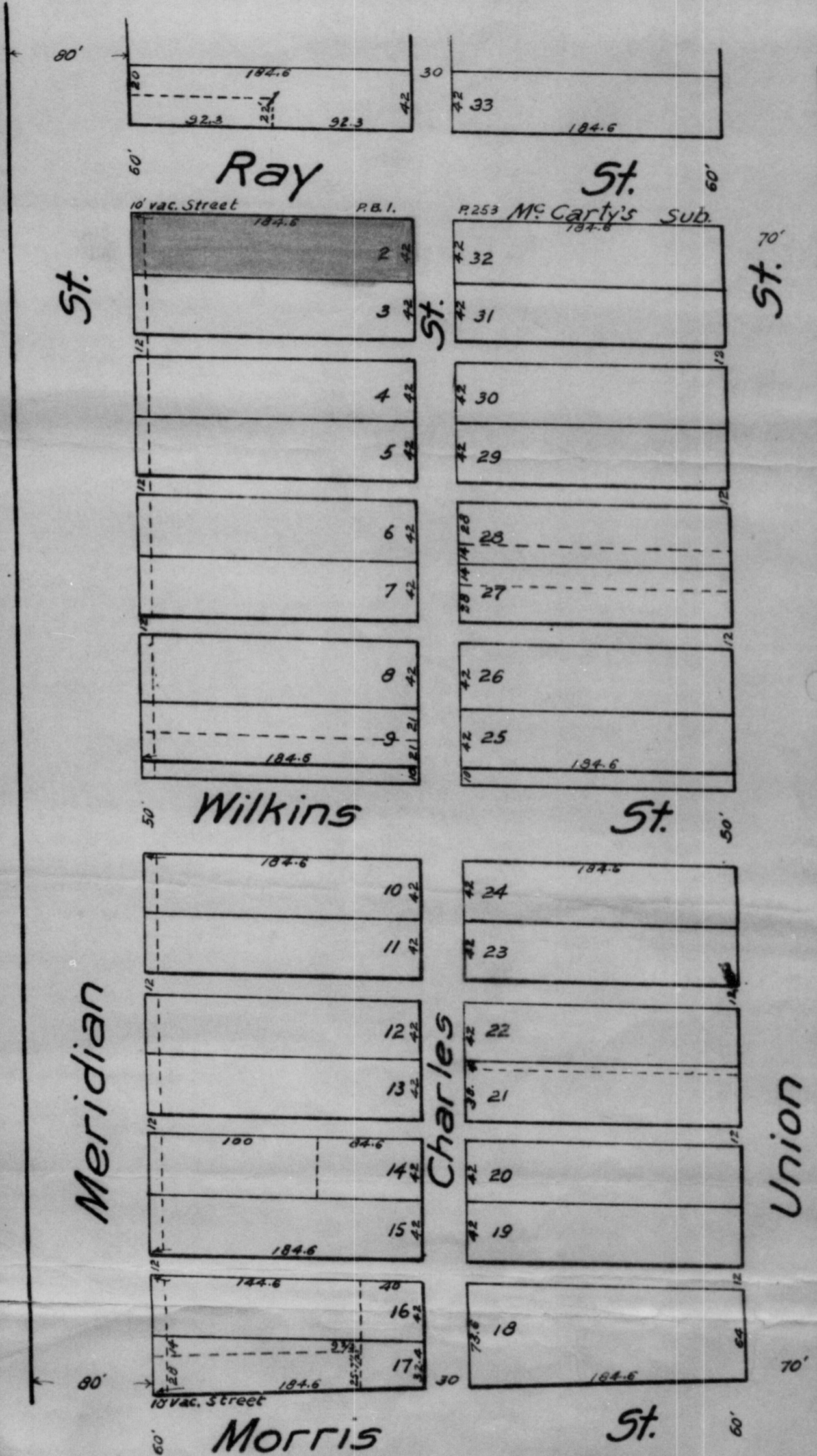


Note:-

A strip of ground 10 feet wide is given off the west side of Out Lot 119 to widen the Bluff Road as exhibited by the dotted line on the plat.

Inserted by Abstract Section
 Indiana State Highway Department
 JWB

Out Lot No 119.



Meyer-Kiser Bank,

-2-

These conveyances were made in 1865 and 1866, fifty-nine and sixty years ago, respectively. If a grantor is in fact married at the time a conveyance is made and his wife survives him, the statute of limitations does not run as against her until after the lapse of twenty years from the death of her husband. There is the possibility that the statute of limitations has not fully run as to these conveyances, if the several grantors were in fact married at the time, and their respective wives survived them.

Subject to the foregoing criticisms it is my opinion that said abstract shows the fee simple title to the aforesaid described real estate to be vested in ISAAC SAGLOWSKY,

SUBJECT TO:

1. Lien of taxes for the year 1924, payable during the current year.
2. Municipal assessment for roadway in Ray Street, approved May 9th, 1923, in the sum of \$1060.44, upon which installments have been paid up to and including November, 1924.
3. Notice of mechanic's lien filed by Max Imell March 27th, 1867, in the sum of \$94.00. The lien thereof expired fifty-seven years ago, and there is no reason why the record thereof should not be satisfied by the recorder by reason of the lapse of time.
4. Future assessments for Park and Boulevard purposes.
5. Rights of parties in possession.
6. Rights of mechanics and material men to hold liens for materials furnished for and labor performed in making improvements on said real estate within the last sixty days.
7. Judgments rendered but not entered on the Judgment Dockets of the Marion Superior, Circuit and Probate Courts.

Meyer-Kiser Bank,

-3-

8. Judgments and recognizance bonds in the Marion Criminal Court.

9. Municipal assessments, contracts for which have been let but have not been certified by the County Treasurer.

10. Judgments in the United States District Court of Indiana.

There should be attached to this abstract the certificate of the Clerk of the United States District Court of Indiana, certifying that no judgments have been rendered in said court during the ten years immediately last past against William C. Weiland, George F. Weiland, Harry William Weiland, Harry W. Weiland, Ralph W. Weiland, Charles F. Weiland, Mary Sophia Ziegler, Emma E. McBride, and Isaac Saglowsky.

If any building construction is contemplated upon said lot it should conform to the requirements of the Zoning Ordinance of the City of Indianapolis.

This opinion is based upon said abstract as of the date of the final certificate thereto, to-wit:- February 18th, 1925.

Respectfully submitted,

J. H. Annabal

TWA/E

- Land Record
"B" p. 395
May 9, 1825
Recorded
May 25, 1835
1. Ebenezer Sharpe, Agent of State,
for the Town of Indianapolis,
to
John E. McCluer,
Out Lot 118 and 119, and other property, in the
Town of Indianapolis. Agent's Deed
-
- Land Record
"G" p. 450
July 27, 1836
Recorded
Aug. 31, 1836
2. John E. McCluer, and
Martha N. F. McCluer, his wife,
to
Nicholas McCarty, and
Calvin Fletcher, their
heirs and assigns,
Out Lots 118 and 119 and other property in the
City of Indianapolis. Warranty Deed
-
- Land Record
N. p. 210
Feb. 15, 1842
Recorded
Feb. 18, 1842
3. Nicholas McCarty and
Margaret McCarty, his wife,
to
John Siter, his heirs and
assigns forever,
The undivided half of same Out Lots 118 and 119, and
other property, as above described. Warranty Deed
-
- Land Record
Q. p. 279
May 14, 1846
Recorded
May 27, 1846
4. Calvin Fletcher, and
Sarah H. Fletcher, his wife,
to
John Siter, heirs and
assigns forever,
Same Out Lots 118 and 119, and other property as
above described. Quit Claim Deed
-
- Land Record
CC p. 546
Nov. 30, 1852
Recorded
Jan. 6, 1853
5. John Siter, and
Maria Siter, his wife,
to
Nicholas McCarty, heirs and
assigns forever,
Out Lots 118 and 119, and other property, in the
City of Indianapolis. Warranty Deed
-
- Land Record
1 p. 191
June 6, 1853
Recorded
Sept. 26, 1853
6. John Siter, and
Maria Siter, his wife,
to
Nicholas McCarty,
Same Out Lots 118 and 119, and other property.
This deed is made to correct error in deed of
November 30, 1852, from same parties to same parties. Warranty Deed
-
7. Nicholas McCarty died intestate May 17, 1854, leaving
him surviving as his sole and only heirs at law, his
widow Margaret McCarty and four children, to-wit:
Nicholas McCarty, Margaret R. McCarty, Susannah McCarty
and Frances J. McCarty, see Complete Record 11, page
66, of the Marion Common Pleas Court.

8. The Estate of Nicholas McCarty, deceased, was finally settled and closed June 7, 1860; see full proceedings in Complete Record 11, page 66, of the Court of Common Pleas of Marion County.

IN THE COMMON PLEAS COURT OF MARION COUNTY.

#102
Complaint filed
June 23, 1854

Margaret McCarty,
versus
Susanna McCarty,
Margaret R. McCarty,
Nicholas McCarty, Jr.,
Frances J. McCarty,

Petition for
Partition.

9.

Your petitioner Margaret McCarty, of said County would respectfully represent that one Nicholas McCarty late of said County, died leaving as his heirs at law him surviving your petitioner Margaret McCarty, his widow, and children Susanna McCarty, Margaret R. McCarty, Nicholas McCarty and Frances J. McCarty, the said Nicholas and Frances J. being then and now infants within the age of 21 years. That said decedent died possessed of personal property sufficient to pay all his debts. That he died seized of the following real estate situate in said County, to-wit:

So much of Block 25 in the City of Indianapolis, as lies west of the Madison and Indianapolis State Road, and so much of said Block as lies East of said Madison and Indianapolis State Road, except 113 feet 10 inches off of the North end thereof. Also Out Lots 112, 113, 114, 118 119 and 120 in the City of Indianapolis, also Lots 146 145, 155, 156 in Block 17 in McCarty's Addition to the City of Indianapolis, also lot 15 in Block 17, Lot 39 in Block 24, Lots 92, 94, 95, and 96 in Block 110, Lot 138, in Block 109, and Lots 23, 29, 30, 19, 20, and 21 in Block 116, all in McCarty's Addition to the City of Indianapolis; also Lots 9 and 11 and 7½ feet off of the east side of Lot 8 in Block 59, in the City of Indianapolis, also so much of Block 84 in the City of Indianapolis as lies South of the Union Rail Road Track and North of the Indianapolis and Cincinnati Rail Road Depot, being 207 feet 8 inches on Delaware and 374 feet 6 inches on Alabama Street also so much of Block 99 in said City of Indianapolis, as lies south of the Indianapolis and Cincinnati Railroad Depot being 365 feet on Delaware Street and 365 feet on Alabama; Also the North part of the West half of the North West Quarter of Section 13, in Township 15, North of Range 3, East, containing 40-75/100 acres, except 5-8/100 acres off the south and adjoining N. B. Palmer's land, heretofore sold and conveyed to the Madison and Indianapolis Rail Road Company.

That your petitioner as the widow of said deceased is the owner of one third undivided in fee of said premises and the said children before named are as heirs of the deceased are the joint owners of the remaining two thirds undivided.

Your petitioners therefore asks that the said Susanna McCarty, Margaret R. McCarty, Nicholas J. McCarty and Frances J. McCarty may be made defendants hereto and that the one third part of said premises may be assigned and set off in severalty to your petitioner in the manner provided by and in accordance with the statute in such cases provided. And that judgment be rendered therefor and commissioners appointed to make such partition.

And for further relief.

4

July 21, 1854, Nicholas McCarty, Jr., and Frances J. McCarty by Lucien Barbour their Guardian ad litem appointed by the Court files answer in general denial.

Susanna McCarty, Margaret R. McCarty, Nicholas McCarty, Jr., and Frances J. McCarty served by reading July 23, 1854.

July 31, 1854, And thereupon this cause is by agreement submitted to the court for judgment upon the petition, default of said adult defendants, the answer of said Guardian ad litem and the evidence adduced and the Court after hearing the evidence and being sufficiently advised in the premises finds that the matters and things set forth and charged in said petition to be true. That the said petitioner Margaret McCarty is the widow of said Nicholas McCarty, deceased, who died seized in fee of the premises named and described in said petition and as such widow, she the said Margaret McCarty is the owner in fee simple of the undivided one third part of said premises and it appears to the satisfaction of the Court that partition of said premises ought to be made in accordance with the prayer of said petition.

It is therefore adjudged by the Court that partition be made of said premises and that one third part of said premises be assigned and set off to the said petitioner Margaret McCarty in severalty forever.

And the court now appoints James Blake, Andrew Wilson and James Wood, three disinterested freeholders of the County of Marion, Commissioners to make partition of said premises in pursuance of the foregoing judgment and it is ordered that said Commissioners make report thereof into this court at the next term thereof, until when further proceedings herein are continued.

October 13, 1854, Commissioners report that after being duly sworn according to law and having such oath indorsed on the order of the Court hereto attached, they proceeded to make partition of said premises in accordance with said order and have assigned and set off to the said Margaret McCarty her heirs and assigns in severalty forever, for and in full of the one third part of the premises, aforesaid, the following described tracts and parcels of land, with the appurtenances, the same being part and parcels above described, to-wit: Out Lots 118 and 119 in the City of Indianapolis, in fee, free of all claims of the other heirs.

For full proceedings in the above cause see Complete Record 4, page 159.

Plat Book
1 p. 253
Dec. 20, 1854
Recorded
Dec. 21, 1854.
10.

The above Out Lot 119 and West part of No. 118 are subdivided into 65 lots, Lot No. 1 is 42 feet wide and 184½ feet deep. Lots from 2 to 17 inclusive are respectively 42 feet wide and 184½ feet deep. Lot 18 is 64 feet wide, in front and 73½ feet in rear and is 179½ feet deep. Lots numbers 19 to 32 inclusive are respectively 43 feet wide and 179½ feet deep. Lot 33 is 42 feet wide and 184½ feet deep and Lot No. 34 is 42 feet wide and 150 feet deep. Lots from 35 to 48 inclusive are respectively 42 feet wide and 145 feet deep. Lot No. 49 is 60 feet wide in front and 52-1/3 feet in rear and 145 feet deep. Lot No. 50 is 55-1/3 feet wide in front and 63 feet wide in the rear and 144 feet deep on south side and 146 feet 7 inches on North side, Lots from No. 51 to 64 inclusive are all 42 feet wide as depths are marked on the plat. Lot 65 is 42 feet wide and 195 feet 5 inches deep. A strip of ground 10 feet wide is given off the West side of Out Lot 119 to widen the Bluff Road as exhibited by the dotted line of the plat. The width of streets and alleys are marked on the plat.

(Signed) Margaret McCarty.

AFFIDAVIT.

Town Lot Record STATE OF INDIANA, MARION COUNTY, SS:

479 p. 142
June 8, 1911
Recorded
June 12, 1911.

11.

Comes now Nicholas McCarty, who being first duly sworn on his oath says: That he is a son of Margaret McCarty, who on January 4, 1861, was the owner of Lot 22 in Margaret McCarty's Subdivision of Out Lot 119, and part of Out Lot 118, in the City of Indianapolis, Indiana and who on that date conveyed said real estate to the Trustees of the First Baptist Church of Indianapolis, and their successors which deed appears of record in Deed Record 13, page 15 of the Marion County Recorder's office, And affiant says that his mother was a widow on said date.

That she became a widow by the death of her husband Nicholas McCarty, Sr., the father of this affiant, on or about the 17th day of May 1854, and that she remained unmarried from that date until her death on the 18th day of February 1873.

(Signed) Nicholas McCarty.

Subscribed and sworn to this 8th day of June 1911.

(Signed) Frank Seidensticker, Notary Public,

(LS)

My commission expires June 1, 1914.

6 p. 459
Aug. 24, 1857
Recorded
Sept. 18, 1857

12.

Margaret McCarty, --- ----

to

James Madison Myers, and
Vincent Myers,

Lot numbered 2 in Margaret McCarty's Subdivision of Out Lot numbered 119 and west part of Out Lot numbered 118 in the City of Indianapolis. That Plat of said Subdivision was recorded at the Recorder's office of Marion County, December 21, 1854.

Warranty Deed

27 p. 72
Sept. 13, 1865
Recorded
Sept. 15, 1865

13.

James M. Myers, and
Henrietta Myers,
and Vincent Myers, ----

to

Nicholas Gillig,

Lot numbered 2 in Margaret McCarty's subdivision of Out Lot numbered 119 and west part of Out Lot numbered 118 in the City of Indianapolis. The Plat of said subdivision was recorded at the Recorder's office of Marion County, December 21, 1854.

Warranty Deed

28 p. 307
Jan. 2, 1866
Recorded
Feb. 21, 1866

14.

Nicholus Gillig ---
Acknowledged: Nicholus Gillig,

to

Thomas Gillig, and John
P. Gillig,

Lot numbered 2 in Margaret McCarty's Subdivision of Out Lot number 119 and west part of Out Lot numbered 118 in the City of Indianapolis.
(And other real estate).

Warranty Deed

31 p. 2
 Aug. 13, 1866
 Recorded
 Aug. 15, 1866

✓ Thomas Gillig, -- and
 ✓ John P. Gillig, ---
 to

Warranty Deed

Ludwig Poehler, and
 Louisa Poehler, his wife,

15.

Lot numbered 2 in Margaret McCarty's Subdivision of Out Lot numbered 119 and west part of Out Lot numbered 118 in the City of Indianapolis. The Plat of said subdivision was recorded at the Recorder's office of Marion County, December 21, 1854.

125 p. 92
 May 19, 1879
 Recorded
 May 21, 1879

Ludwig Poehler, and
 Louisa Poehler, by
 ✓ Sheriff of Marion County,
 to

Sheriff's Deed

Frederick Dunmeyer,

16.

Lot numbered 2 in Margaret McCarty's Subdivision of Out Lot numbered 119 and west part of Out Lot numbered 118 in the City of Indianapolis. The Plat of said subdivision was recorded at the Recorder's office of Marion County, December 21, 1854.

On a judgment and decree of the Superior Court of Marion County, Indiana, dated June 19, 1877, Cause No. 19,119, Order Book 53, page 175, Complete Record 31, page 676.

Decree issued July 7, 1877, and the above described real estate sold August 4, 1877, by the Sheriff of said County to Frederick W. Dunmeyer for \$4903.54 after being legally advertised. Execution Docket 17, page 61. For proceedings see preceding entry.

Filed
 May 23, 1877

IN THE SUPERIOR COURT OF MARION COUNTY, CAUSE #19119

Frederick Danmeyer,

vs.

17.

Ludwig Poehler,
 Louisa Poehler, his wife,
 Frederick Poehler,
 Christian Wilham and
 Wm. Rafert Jr.,

Frederick W. Danmeyer, plaintiff complains of Ludwig Poehler, Louisa Poehler, Frederick Poehler, Christian Wilham, Wm. Rafert Jr., defendants and says; that the defendant Ludwig Poehler sometimes known as Frederick L. Poehler by the description of Louis-Poehler, and the defendant Louisa Poehler, by her own proper name heretofore to-wit: On the 11th day of March 1872, executed a mortgage conveying to the plaintiff the lot or parcel of land therein described as security for the payment of a debt evidenced by a promissory note executed by said Ludwig Poehler by the description of Louis-Poehler, bearing date of March the 11th, 1872, due 5 years after date, being for the sum of \$3677.87, and 5% attorney's fees. Copy of said mortgage which was duly recorded in the Recorder's office of Marion County, Indiana, March 12, 1872, and note marked respectively Exhibits "A" and "B" are each filed herewith and made part hereof- and plaintiff says that the defendants Frederick Poehler, Christian Wilham and Wm. Rafert Jr., each claim to have some lien upon or interest in said mortgaged premises but plaintiff says they have no valid lien upon or interest in said property that all the liens or claims or interests they have ever had have been fully paid, and satisfied, and plaintiff says that on said 11th day of March 1872, the defendant Ludwig Poehler, by the description of Louis Poehler, leased the property described in the mortgage herein described (a copy of which is marked exhibit "A") to one

Sogemerei and by the terms of said lease (copy of which is also filed herewith and made part hereof marked Exhibit "C") which said Poehler on the 12 day of March 1877, assigned to plaintiff, copy of which said assignment is also filed herewith marked Exhibit "D". The defendant Poehler undertook and promised to pay for all improvements that should be made and done upon said mortgage property; which said improvements so made and appraised, according to the terms of said lease, plaintiff was compelled to and did pay, and by the terms of the mortgage of same become a lien on his hands upon said property. Bill of particulars of the amounts so paid is filed herewith and made part hereof marked exhibit "E". And plaintiff says said note and said amounts for improvements advanced by him remain due and wholly unpaid.

Wherefore he asks judgment against the defendant Ludwig Poehler for \$5,000.00. A foreclosure of the mortgage and sale of the property, which is not susceptible of division, to pay his debt. And that the other defendants herein be adjudged to have no interest in or lien upon said property and he asks for all further and proper relief.

Paragraph 2. And further complaining herein defendant says that by the terms of a lease executed on the 11th day of March 1872, by the defendant Ludwig Poehler, by the description of Louis Poehler to William Sogimerei, and on the 12th day of March 1872, assigned by said Poehler, to this defendant (copy of which said lease and assignment marked Exhibit "C" and "D", are filed herewith) said defendant Poehler agreed and bound himself to pay for all improvements placed and done upon said property, and plaintiff says that he was compelled to pay and did pay for said improvements and also for the reason that he held a mortgage upon said property executed by said Poehler to secure the payment of \$3677.87, to him in 5 years from the 11th day of March 1872, (a copy of which said mortgage and note marked respectively Exhibits "A", & "B", are filed herewith) for the purpose of keeping said mortgaged property from being sold for taxes he was compelled to and did pay at defendants request the City and County taxes upon said property and the insurance thereon and redemption from sale for and during the 5 years last passed bill of particulars of said payments of taxes and insurance and of payments made for improvements by plaintiff at defendants request is filed herewith, marked exhibit "F", and plaintiff says that said defendant Ludwig Poehler is indebted to him in the sum of \$861.54 for the payment of taxes and redemption from tax sales and insurance and for improvements as above stated and set out in said bill of particulars which said improvements were duly appraised, all of which remain due and unpaid.

Wherefore by reason of the premises and of the facts set forth in this complaint, plaintiff asks judgment against the defendant Ludwig Poehler for \$7000.00. That said mortgage described in the first paragraph of this complaint be foreclosed, and the property sold to pay the debt secured by said mortgage, and that the surplus of any, arising from said sale be applied to the payment of the remainder of plaintiff's claim as set forth in this complaint. The same being for taxes paid and the amounts paid for improvements by plaintiff as set forth in the complaint and he asks for all further and proper relief.

(Signed) James L. Mitchell,
Attorney for Plaintiff.

Comes now the plaintiff by his attorney, and it appearing to the satisfaction of the Court from the Sheriff's Return, which is in the words and figures following (H.I.) that process was duly served upon each of the defendants served more than ten days before the first day of the present term of this Court, said defendants are

each upon plaintiffs motion three times loudly called and come not, but wholly make default herein.

And said cause is thereupon upon plaintiffs motion and the default of said defendants submitted to the court for hearing judgment and Decree without the intervention of a jury; and the proof both oral and written being heard; and the court being sufficiently advised does say and find:

That the matters and things set forth in plaintiffs complaint are true: That the mortgage mentioned in the complaint was executed by the defendant Ludwig Poehler; by the style, name and description of Louis Poehler; and that said Ludwig is sometimes known and described by the name of Frederick L. Poehler; and that his wife Louisa Poehler, fined in said mortgage, that there is due to the plaintiff from the defendant Ludwig Poehler, upon the note mentioned and set out in plaintiffs complaint the sum of \$3985.55/100; and that the plaintiff should recover from the defendant Ludwig Poehler, the said sum of \$3985.55/100 together with the costs of this suit taxed at \$-----, with ten per cent interest upon said sum of \$3985.55/100 until paid; and that all is due without relief from valuation or appraisement laws.

That to secure the payment of said sum of money here found due, the defendant Ludwig & Louisa Poehler, husband and wife, on the 11th day of March 1872, executed and delivered to the plaintiff a mortgage on the following described property in Indianapolis, Marion County, State of Indiana, to-wit: Lot number 2 in Margaret McCarty's Subdivision of Out Lot number 119 and the west part of Out Lot number 118 in the City of Indianapolis, the plat of said subdivision having been recorded in the Recorder's office of said County of Marion on December 21st, 1854, that said mortgage was duly recorded in the Recorder's office of Marion County, Indiana, on the 12th day of March 1872; That the lien of plaintiffs mortgage is prior and superior to any and all claims of the other defendants herein.

The Court further finds that there is due the plaintiff from the defendant Ludwig Poehler the further sum of \$770.67/100 for improvements placed and put upon the property mortgaged and paid for by plaintiff, for taxes and insurance paid by plaintiff as requested and described by the defendant Ludwig; but that said sum is due with relief and with 6% interest thereon together with the costs taxed at \$---.

The court further finds that the property mortgage is not susceptible of division; that the mortgage should be foreclosed and the property sold without relief from valuation or appraisement laws to pay plaintiffs debt secured by the mortgage; and that if said property should sell for more than enough to pay the \$3985.55 secured by the mortgage that the over pluss, if any after paying the costs of this suit, should go, and be applied to the payment of the \$770.67 due plaintiff from defendant as herein found, or so much thereof as said over pluss will pay.

It is therefore ordered adjudged and decreed by the Court that the plaintiff recover of the defendant Ludwig Poehler the sum of \$3985.55 without any relief from valuation or appraisement laws, with 10% interest upon the same, together with his costs taxed at \$-----, and that he recover of said defendant Ludwig Poehler the further sum of \$770.67 with relief and 6% and his costs herein taxed at \$--, that the mortgage set out in plaintiff's complaint be foreclosed; and that unless said sum of \$3985.55 secured by said mortgage be paid in one day herefrom that the Clerk of Marion County, Indiana, issue to the Sheriff of said County a copy of this decree and that said Sheriff at once sell, according to law, without any relief from valuation or appraisement law, to pay said sum so secured, the following described property in the City of Indianapolis, Marion County, Indiana, mortgaged as aforesaid to-wit: Lot number two (2) in Margaret McCarty's

Subdivision of of Out Lot number one hundred and nineteen (119) and the West part of Out Lot number 118 in the City of Indianapolis, - the plat of said subdivision having been recorded in the Recorder's office of said County of Marion on December 21st, 1854, And that the equity of redemption of and to said property be as to the defendants herein forever barred foreclosed and except as to the redemption allowed within the year. - It is further ordered adjudged and decreed that if said property should sell for more than sufficient to pay said sum of \$3983.55 together with interest and costs, that the surplus if any, arising from said sale be applied to the payment of said further sum of \$770.67 herein found and said plaintiff or so much thereof as said surplus will pay; and that if said property should fail to sell for sufficient to pay either or both of said sums of \$5983.55, and \$770.67 that said Sheriff shall levy upon and sell any other property of said defendant subject to execution to pay said deficiency; And a certified copy of this decree shall be sufficient to execute the same: It is further ordered adjudged and decreed that the purchaser of said mortgaged property as Sheriff's sale shall be entitled to and receive a certificate of purchase, which shall entitle the holder thereof to a deed, which he shall receive from the Sheriff of Marion County, at the expiration of one year from the date of such sale, unless said property shall be lawfully redeemed within the time allowed by law.

All of which is finally ordered adjudged and decreed.

See Order Book 51 page 175.

See full proceedings in Complete Record No. 31, at page 676.

NOTE: The lease herein above referred to was duly entered cancelled on June 17, 1882.

128 p. 537
Nov. 19, 1879
Recorded
Nov. 21, 1879

18.

Ludwig Poehler, and
Louisa Poehler, his wife,
By Sheriff of Marion County,
to

Sheriff's Deed

Frederick W. Dammeyer,
Lot numbered 2 in Margaret McCarty's Subdivision of Out Lot numbered 119 and west part of Out Lot numbered 118 in the City of Indianapolis. The plat of said subdivision was recorded at the Recorder's office of Marion County, December 21, 1854.

On a judgment and decree of the Superior Court of Marion County, Indiana, dated June 19, 1877, Cause No. 19,119, Order Book 53, page 175, Complete Record 31, p.676.

Decree issued July 7, 1877, and the above described real estate sold August 4, 1877, by the Sheriff of said County to Frederick W. Dammeyer for \$4903.54 after being legally advertised. Execution Docket 17, page 61.

This deed is made to correct deed made for the same property and recorded in Deed Record No. 125, page 92 in the Recorder's office of Marion County, Indiana. Said deed having been executed to Frederick W. Dammeyer, when in fact the same should have been executed to Frederick W. Dammeyer who was the plaintiff in the action therein named, and who was the purchaser at said sale, said name having been erroneously written in the decree issued to the Sheriff occasioning the said error in said name.

- 141 p. 258
Mch. 18, 1881
Recorded
Mch. 21, 1881
19.
- Ludwig Poehler, and
wife, by Treasurer of
The City of Indianapolis,
to
C. L. Turner, Trustee,
Lot No. 2 in McCarty's Subdivision in Out Lot No. 119
in the City of Indianapolis, Marion County, Indiana, sold
June 23, 1879, for the non-payment of taxes, costs and
charges for the years 1877, and 1878.
- Tax Deed
-
- 142 p. 26
Feb. 23, 1881
Recorded
Apr. 1, 1881
20.
- Ludwig Poehler,
By Auditor Marion County,
to
Christ Hilgenberg,
Lot 2 in Out Lot 119 in the City of Indianapolis,
Marion County, Indiana, sold August 15, 1879, for the non-
payment of taxes, costs and charges for the years 1877
and 1878.
- Tax Deed
-
- 153 p. 213
July 20, 1881
Recorded
June 19, 1882
21.
- Chauncey L. Turner,
Trustee, and Clara J. Turner, his wife,
to
Frederick Dammeyer,
Lot number 2 in Margaret McCarty's Subdivision of Out
Lot number 119 and the West part of Out Lot number 118 in
the City of Indianapolis. The plat of said subdivision
having been recorded in the Recorder's office of said
County of Marion on December 21st, 1854.
And also Quit Claim and Release any and all right
lien and claim to any taxes, tax claims or liens we or
either of us have on said land individually or as trustee by
virtue of any deed or payment of any taxes on said land as
trustee or otherwise.
- Quit Claim Deed
-
- 153 p. 214
July 21, 1881
Recorded
June 19, 1882
22.
- Chris. (Signed: Ch.)
Hilgenberg, and
Mary Hilgenberg, his wife,
to
Frederick Dammeyer,
Lot numbered 2 in Margaret McCarty's Subdivision of
Out Lot number 119 and the West part of Out Lot
number 118 in the City of Indianapolis. The plat of said
subdivision having been recorded in the Recorder's
office of said County, of Marion on December 21st, 1854.
And also Quit Claim and release to said Dammeyer any and
all right lien and claim to any taxes or tax claims or liens
we or either of us have on said land by virtue of the
payment of any taxed thereon or tax deed.
- Quit Claim Deed
-
- Complaint filed
Sept. 12, 1876
23.
- IN THE SUPERIOR COURT OF MARION COUNTY. CAUSE NO. 15768.
Fred L. Poehler,
vs.
Louise Poehler,
November 10, 1876, Defendant filed Cross Complaint.
February 23, 1877, Decree of Divorce granted Defendant
on her Cross-Complaint.
See Order Book 43, page 339.
- Complaint for
Divorce.

153 p. 215
June 17, 1882
Recorded
June 19, 1882

Ludwig Poehler, (Signed: Pöhler) and
Louisa Poehler, (Signed: Pöhler),
both unmarried,
to

Quit Claim Deed

24.

William C. Weiland,

Lot number 2 in Out Lot number 119 in the City of Indianapolis, according to Margaret McCarty's Subdivision as per plat Book 1 pages 253 and 254.

Grantors held title (as shown by Town Lot Record 31 page 2) as husband and wife but were divorced February 23, 1877, as shown by Order Book 43, page 339, Cause 15768 Superior Court.

153 p. 216
June 17, 1882
Recorded
June 19, 1882

Frederick W. Dammeyer,
and Lisette Dammeyer, his wife,
to

Warranty Deed

25.

William C. Weiland,

Lot number 2 in Cut Lot number 119 in the City of Indianapolis, according to Margaret McCarty's Subdivision as per Plat Book 1, page 253, and 254.

26.

William C. Weiland died testate March 26, 1914.

Will Record
Z p. 481
Oct. 16, 1911

LAST WILL AND TESTAMENT OF WILLIAM C. WEILAND,
DECEASED, PROBATED APRIL 1, 1914.

27.

I, William C. Weiland, a resident of the City of Indianapolis, Indiana, being now of sound mind and disposing mind and memory and desirous of making a disposition of my estate, to take effect after my death, do now make, establish, publish and declare the following as and for my last will and testament.

Item I: It is my will that all my just debts, including the expense of my last sickness, funeral and costs of administration upon my estate, be paid as speedily as practicable out of such estate of which I may die seized.

Item II: It is my will that the grocery, meat and feed business now owned and conducted by me in my premises located at the south east corner of Meridian and Ray Streets in the City of Indianapolis, Indiana, be continued and I hereby direct the Executor hereof to continue to operate said business until such time as the same may be disposed of to advantage. I recognize that if said business is not continued after my death, and the same is disposed of in the ordinary course of administration upon my estate that my estate will not realize therefrom the amount which it should and therefore it is my wish that the same be continued until such time as a purchaser may be found for the same who will continue to operate said business in said premises.

Item III: It is my will and I hereby give and bequeath to my daughters, Mary Sophia Ziegler and Emma E. McBride to my daughter-in-law May Weiland, wife of my son Charles F. Weiland and Lena Weiland, wife of my son, George Weiland, each the sum of \$100.00 to be theirs absolutely and forever.

Item IV: It is my will and I hereby give and bequeath to my grand-children Alice M. Weiland, daughter of my son, Charles F. Weiland, Maria Louise Ziegler and Frieda Emma Ziegler, daughters of my daughter, Mary Sophia Ziegler, each the sum of \$50.00 to be theirs absolutely and forever, however in the event any of my said grand-children should die prior to my death then the bequest herein made in favor of any such grandchild shall not lapse but the same shall go to and I hereby give and bequeath the same in that event to the parents of such of said grandchildren as may die prior to my death to be theirs absolutely and forever.

Item V: It is my will and I hereby give, grant, devise and bequeath all of the rest and residue of my estate remaining, whether the same be real, personal or mixed and wherever the same may be situated to my beloved children to-wit: Charles F. Weiland, Mary Sophia Ziegler, Emma E. McBride, George F. Weiland, Harry Wm. Weiland and Ralph W. Weiland to be their absolutely and forever, share and share alike. It is my wish however, that the same be not divided until my son Ralph W. Weiland obtains his majority.

Item VI: I hereby nominate and appoint my said son Charles F. Weiland as Executor hereof.

Item VII: I hereby revoke, cancel and declare as null and void all other wills and testaments heretofore made by me.

IN WITNESS WHEREOF I William C. Weiland, the testator have hereunto set my hand and do declare the above and foregoing instrument, consisting of seven items and written upon two pages in addition to this page, as and for my last will and testament and I have also subscribed, my name to each of the two foregoing pages for identification, this 16th day of October 1911.

(Signed) William C. Weiland.

We the undersigned, hereby certify that the foregoing instrument written upon two pages in addition to this page was on the 16th day of October, 1911, signed by said William C. Weiland, and by him declared to be his last will and testament in our presence and we at his request, in his presence and in the presence of each other have signed the same as witnesses. We also certify that said William C. Weiland, also subscribed his name on each of the two foregoing pages in our presence.

(Signed) Peter Liehr.

Michael Robinus.

~~Estate Docket~~
44 p. 12617

28.

The estate of William C. Weiland, deceased, settled in the Probate Court of Marion County.

April 1, 1914, Will admitted to probate and letters testamentary issued to Charles F. Weiland and Ralph W. Weiland.

June 5, 1915, Final report together with proofs of notice submitted, and the Court finds that more than one year has elapsed since the giving of notice, that all of decedent's debts and legacies have been paid, that decedent left surviving the following and only heirs, Charles F. Weiland, Mary Sophia Ziegler Emma E. McBride, George F. Weiland, Harry W. Weiland and Ralph W. Weiland children of said decedent. That said decedent died the owner of Lot 2 in McCarty's

Subdivision of Out Lot 119 and Lot 26 in Gatling's Subdivision of part of Out Lot 117, that the title to said real estate is now confirmed in the above named children.

Final report approved and Executors discharged, see Order Book 33, page 293.

AFFIDAVIT.

101 p. 418
Apl. 24, 1918
Recorded
Apl. 24, 1918

29.

STATE OF INDIANA, MARION COUNTY, SS:

Emma E. McBride, being duly sworn upon her oath says that she is one of the owners as tenants in common of the following described real estate in Marion County, Indiana, to-wit: Lot number 2 in McCarty's Subdivision of Out Lot 119, and the West part of Out Lot 118 in the City of Indianapolis, as per plat thereof in Plat Book 1 page 253, and 254.

Affiant says that she makes this affidavit on her own behalf, and for and on behalf of the other owners of said real estate. That none of said owners have executed any deed of conveyance, mortgage or other instrument affecting the title to said real estate since date of April 9, 1918, except as shown on the abstract of title continued to said date and that affiant has incurred no obligation for work or labor or material furnished upon said real estate within 60 days from this date for which said real estate might-- held on mechanic's lien.

Affiant further says that there are no unsatisfied judgments of record in the United States Circuit or District Courts for the District of Indiana against herself or any of the other holders of title and that there is no suit pending which involves the title to said real estate.

That all the taxes and assessments against said property have been fully paid except the last half of the 1917, taxes payable in 1918.

Affiant further says that she is authorized by the other heirs of Wm. C. Weiland, deceased, who are the holders with herself, as tenants in common of said real estate to accept and receipt for the money received as consideration for the sale of said real estate and that this instrument will constitute a receipt for the balance of purchase price for said real estate.

Affiant says that this affidavit is made for the purpose of inducing Isaac Sagalowsky to accept a deed of said real estate.

(Signed) Emma E. McBride.

Subscribed and sworn to before me this 24th day of April 1918.

(Signed) Albert M. Bristor, (LS) Notary Public.

My commission expires January 31, 1920.

591 p. 181
Apl. 20, 1918
Recorded
Apl. 24, 1918

29.

Mary Sophia Ziegler,
and Adolph Ziegler, her husband,
Emma E. McBride, and Charles
McBride, her husband, Harry
Wm. Weiland and Bertha Weiland
his wife, Ralph W. Weiland,
unmarried, and Charles F. Weiland
and Mary Weiland, his wife, and
George F. Weiland and Lena
Weiland his wife,

to

Isaac Sagalowsky, --

Lot numbered 2 in McCarty's Subdivision of Out Lot 119 and the West part of Out Lot 118 in the City of

Warranty Deed

Indianapolis, as per plat thereof in Plat Book 1 page 253, and 254 in the office of the Recorder of Marion County, Indiana.

There are no further conveyances.

NOTICE OF MECHANIC'S LIEN.

Mtg. Record
ZZ p. 261
Mch. 27, 1867
Recorded
Mch. 27, 1867

Max Imell,
to
Louis Poehler,
Lot number 2 in O₁t Lot number 119 on the corner of Ray Street, and the Bluff Road in the City of Indianapolis.
For the sum of \$94.00.

Notice of Mechanic's Lien.

30.

TAXES AND MUNICIPAL ASSESSMENT.

B. L.
281 p. 340
Approved
May 9, 1923

Isaac Sagalowsky,
to
Asphalt Rdway Ray Street,
from Union St., to Meridian,
Lot 2 as above described for \$1060.44, payable in 10 annual installments with interest payable semi-annually; 1/10 of said principal sum being payable in November of each year, and the interest payable in May and November of each year. Said payments beginning with November 1923.
All installments paid up to and including November 1924.

SINCE PAID IN FULL
ATTEST, UNION TITLE CO.
Assessment
Alfred B. ...
PRESIDENT

31.
Jan 1924

32.

Taxes for the year 1923 paid in full.

33.

Taxes for the year 1924 a lien.

34.

Search made for Judgments against the following named persons and none other, Viz: William C. Weiland, George F. Weiland, Harry William Weiland, Ralph W. Weiland, Mary Sophia Ziegler, Emma E. McBride, and Charles F. Weiland, from February 18, 1915, to April 20, 1918, and against Isaac Sagalowsky, for 10 years last past.

Indianapolis, Indiana, February 18, 1925.

From a search of the records in the Recorder's office, tax sale records in the Auditor's office, current tax duplicates and the records of street, alley, park and sewer improvement assessments in the Treasurer's office, as certified by the City Comptroller and the Lis Pendens Records of complaints and attachments and judgment dockets of the Marion Probate, Circuit and Superior Courts as said records and dockets are now entered up we find no further conveyances, nor unsatisfied incumbrances of record on tract as described in Caption.

No search made for judgments in the United States Circuit and District Courts at Indianapolis.
"A" & "F"
Compared with "E".

UNION TITLE CO., Inc.
BY *Alfred B. ...* V.P.

-1- Continuation of an Abstract of Title to Lot number 2 in McCarty's Subdivision of Out Lot 119 and the west 1/2 of Out Lot 118 in the City of Indianapolis, as per plat thereof recorded in Plat Book 1 page 253, in the Office of the Recorder of Marion County, Indiana, Since February 18, 1925.

737 page --
Inst. 11166
Mch. 19, 1925
Recorded
Mch. 19, 1925

Isaac Sagalowsky and Anna
Sagalowsky, his wife,
to
Abraham Zuckerberg.

Warranty

Lot 2 in McCarty's Subdivision of Out Lot 119 and the west part of Out Lot 118 in the City of Indianapolis, as per plat thereof in Plat Book 1, pages 253 and 254 in the Office of the Recorder of Marion County, Indiana.

-2-

Subject to the taxes for the years 1924 and 1925 also to the unpaid balances of the assessment for the improvement of roadway in Ray Street approved May 9, 1923.

919 page --
Inst. 11167
Mch. 19, 1925
Recorded
Mch. 19, 1925

Abraham Zuckerberg, and Ida
Zuckerberg, his wife,
to
Meyer-Kiser Bank, Trustee.

Mortgage

Lot 2 in McCarty's Subdivision of Out Lot 119 and the west half of Out Lot 118 in the City of Indianapolis, as per plat thereof in Plat Book 1 page 253 of the records of the Recorders Office, said County and State to secure the payment of 3 promissory notes or bonds calling for the aggregate sum of \$9000.00 described further as follows:

Each bond for the principal sum of \$3000.00 due March 19, 1930 each bond having attached 10 coupon notes each for \$90.00 all of said coupon notes represent the semi-annual interest on their respective principal bonds from date to maturity the first coupon on each bond being due September 19th 1925 and one of like amount on each bond each March 19th and September 19th thereafter until maturity of their respective principal bonds without preference, priority or distinction as to lien or otherwise of one note or bond over another; all of said notes or bonds are dated on the 19th day of March 1925 bearing interest at the rate of 8% per annum after maturity until paid with 5% attorneys fees.

The said makers have the privilege of paying \$100.00 or any multiple thereof upon said principal indebtedness at any interest paying period by giving the mortgagee 30 days previous written notice, thereby stopping the interest on the amount so paid.

SATISFIED OF RECORD 7-3-28
ATTEST: UNION TRUST CO.
Albert [Signature]
PRESIDENT

919 page --
Inst. 11168
Mch. 19, 1925
Recorded
Mch. 19, 1925.

Abraham Zuckerberg and Ida
Zuckerberg, his wife,
to
Meyer-Kiser Bank, Trustee,

SATISFIED OF RECORD 8-3-25
ATTEST, UNION TITLE CO.
Albert J. Brist
PRESIDENT

Lot 2 in McCarty's Subdivision of Out Lot 119 and the west half of Out Lot 118 in the City of Indianapolis, as per plat thereof in Plat Book 1 page 253 of the records of the Recorders Office, said County and State, to secure the payment of 2 promissory notes or bonds calling for the aggregate sum of \$2000.00 and described further as follows:

Each bond for the principal sum of \$1000.00 due March 19, 1930, each bond having attached 10 coupon notes each for \$30.00 all of said coupon notes representing the semi-annual interest on their respective principal bonds from date to maturity, the first coupon on each bond being due on September 19, 1925, and one of like amount on each bond, each March 19th and September 19th thereafter until maturity of their respective principal bonds.

This mortgage is second and junior to mortgage of \$9000.00 to Meyer-Kiser Bank, dated March 19, 1925, without preference, priority or distinction as to lien or another. All of said notes or bonds are dated on the 19th day of March 1925 bearing interest at the rate of 8% per annum after maturity until paid, with 5% attorney's fees.

The said makers have the privilege of paying \$100.00 or any multiple thereof upon said principal indebtedness at any interest paying period by giving the mortgagee 30 days previous written notice thereby stopping the interest on the amount so paid.

-5- Examination made for judgments in the name of Isaac Sagalowsky from February 18, 1925 up to and including March 19, 1925 and Abraham Zuckerberg for the 10 years last past and against none other.

-6- Taxes 1923 fully paid.

-7- Taxes 1924 unpaid.

SINCE PAID IN FULL
ATTEST, UNION TITLE CO.
Albert J. Brist
PRESIDENT

-8- Taxes 1925 payable in 1926 now a lien.

Indianapolis, Indiana, March 19, 1925.

-9- From a search of the records in the Recorder's Office, tax sale records in the Auditor's Office, current tax duplicates and municipal assessment records in the Treasurer's Office, as certified by the City Comptroller; the Lis Pendens records of Complaints and Attachments, and the General Judgment Dockets of the Marion Probate, Circuit and Superior Courts, as said records and dockets are now entered up; we find no further conveyances, nor unsatisfied encumbrances of record, on the tract described in the Caption.

No search made for judgments in the United States District Court at Indianapolis, for the District of Indiana.

No search made for pending resolutions for municipal improvements where the lien has not attached.

Union Title Company
Incorporated

T By *W. Russell W. Paul*
Secy. 5

477030

CAPTION

-1-

Continuation of Abstract of Title to Lot 2 in McCarty's Subdivision of Out Lot 119 and the West Half of Out Lot 118 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 1, page 253 in the office of the Recorder of Marion County, Indiana. Since March 19, 1925.

Prepared for: Harry Zuckerberg.

-2-

Abraham Zuckerberg died testate April 28, 1946.

Will Record
KKK page 399
Probated
May 3, 1946

-3-

LAST WILL AND TESTAMENT OF ABRAHAM ZUCKERBERG, DECEASED.

I, Abraham Zuckerberg, of the City of Indianapolis, County of Marion and State of Indiana, being of sound and disposing mind and memory and desirous of making a disposition of my estate to take effect after my death, do now make, establish, publish and declare the following as my last will and testament:

ITEM I. I direct that all my just debts be paid as speedily as possible out of my estate, including the cost and expenses of my last sickness, funeral and expenses of administration upon my estate.

ITEM II. I give and bequeath the sum of \$100.00 to the United Hebrew Congregation, located at the intersection of Madison Avenue and Union Street, in the City of Indianapolis, Indiana.

ITEM III. I give and bequeath to my brother, Ben Zuckerberg, now residing in New York City, N. Y., if living at the time of my death, the sum of \$250.00. If my said brother is not living at the time of my death, then this legacy shall lapse.

477030

ITEM IV. I give and bequeath to my sister, Pearl Berger, now residing in Drohobycz, Poland, if living at the time of my death, the sum of \$100.00. If my said sister is not living at the time of my death, then this legacy shall lapse.

ITEM V. I give, grant, devise and bequeath all of the rest and residue of my estate remaining, whether the same be real, personal or mixed, and wheresoever the same may be situated, to my son, Harry M. Zuckerberg, to be his absolutely, however, I direct that my son shall, (in case he accepts the provisions in this will made in his favor), pay to my wife, Ida M. Zuckerberg, the sum of \$15.00 each week, beginning thirty days after my death, so long as she remains unmarried, and my son shall also permit my said wife, so long as she remains unmarried, to use and occupy, as and for her home, the apartment located in the building at the Southeast Corner of Ray and Meridian Streets, in the City of Indianapolis, Indiana, which is now occupied by my said wife and myself as our home and during such occupancy my said son shall also furnish heat and all public utilities to said apartment to the same extent as the same are now or were heretofore, from time to time, supplied by me, and he shall also, during such time, keep said apartment, and the building in which the same is located, in reasonable repair so long as said apartment is so occupied by my said wife, all without any charge whatever to, or expense on the part of, my said wife.

In the event my said wife removes from said apartment, then my said son shall pay to her, in addition to said \$15.00 per week, but only after her removal from said apartment, the sum of \$25.00 in each month thereafter, so long as she remains unmarried, and in the event my said wife removes from said apartment, then thereafter her right to use and occupy the same, under the terms hereof, shall be at an end. The payments hereunder to be made by my said son to my said wife shall be a personal obligation on the part of my said son and such obligation shall continue so long as she remains unmarried. Such obligation shall not be a lien, claim or charge against any of the property hereby devised and bequeathed to my said son, however, the right in my said wife to use and occupy said apartment, during the time and upon the conditions herein stated, shall be a charge against the real estate in which said apartment is located.

The provisions hereof in favor of my said wife shall be in lieu of all of her rights in and to my estate as my surviving widow and she shall have no other right or claim in and to my estate, or in and to any part thereof.

477030

ITEM VI. I hereby nominate and appoint my said son, Harry M. Zuckerberg, as Executor hereof, and I hereby revoke and declare, as null and void, all other wills made by me heretofore.

IN WITNESS WHEREOF, I have hereunto subscribed my name in the presence of L. D. Buenting and C. W. Means, whom I have requested to act as witness to this will, and in whose presence I have declared the above and foregoing instrument, written upon this and the preceding two pages hereof, and consisting of six items, as and for my last will and testament, and I have also subscribed my name on each of the preceding pages hereof, this 16th day of May, 1935.

ABRAHAM ZUCKERBERG

We, the undersigned, hereby certify that the above and foregoing instrument, was, on this 16th day of May, 1935, signed by said Abraham Zuckerberg, in our presence, and was by him declared to be his last will and testament, and that we, at his request, in his presence and in the presence of each other, have signed the same as witnesses.

L. D. BUENTING

C. W. MEANS

IN THE PROBATE COURT OF MARION COUNTY

IN THE MATTER OF THE ESTATE OF ABRAHAM ZUCKERBERG, DECEASED.

May 3, 1946. Will probated in open court. Bond filed and Harry M. Zuckerberg duly appointed and qualified as Executor of the last will and testament of Abraham Zuckerberg, deceased.

Order Book 219 page 183.

May 20, 1946. Proof of notice of appointment filed.

May 31, 1947. Verified final report filed.

June 19, 1947. Proof of publication of final notice filed.

June 28, 1947. Proof of posting of final notice filed, final report approved and estate closed.

Order Book 227 page 57.

Final Report Record ----- page -----.

NOTE: Entry on final report reads in part as follows, to wit: that all of decedent's debts have been paid and discharged;

Estate Docket
135 page 48946

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477030

That said decedent died the owner of the following described real estate situated in Marion County, Indiana to wit: Lot 2 in McCarty's Subdivision of out lot 119 and the West 1/2 of lot 118 in the City of Indianapolis as per plat thereof in Plat Book 1 page 253 in the office of the Recorder of Marion County, Indiana, which real estate, under Item V of decedent's said will was devised and bequeathed to Harry M. Zuckerberg. That this estate was subject to Federal Estate Taxes, which taxes were paid.

That the inheritance taxes assessed against said estate were paid.

That no gross income tax was payable upon said estate. That decedent was not an employer of labor as defined in the Employment Security Act.

ABTRACTOR'S NOTE:- Schedule of property of said decedent filed with the Inheritance Tax Appraiser for Inheritance Tax Appraisement lists caption realty herein as an asset of said estate. Said Schedule further shows the gross value of said decedent's estate to be \$78,876.12..

Town Lot Record
1265 page 436
Inst. #37705
July 9, 1947
Recorded
July 11, 1947

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STATE OF INDIANA, COUNTY OF MARION, SS:

Harry M. Zuckerberg, being first duly sworn upon his oath, says that he acted as executor of the last will and testament of Abraham Zuckerberg, deceased; that he is also the son of said decedent; that the final report of the executor of the estate of said decedent was approved and said estate closed on June 28, 1947, by the Probate Court of Marion County, Indiana; that by the terms of said decedent's will all the residue of said decedent's estate, which included his real estate located at 1001 South Meridian Street, in the city of Indianapolis, Indiana, and described as Lot Numbered 2 in McCarty's Subdivision of Out Lot 119 and the West half of Lot 118 in the City of Indianapolis, Indiana, was devised to affiant Harry M. Zuckerberg.

That decedent's said will was duly probated and is recorded in Will Record KKK, page 399 in the office of the Clerk of Probate Court of Marion County, Indiana.

This affidavit is made for the purpose of having the legal title to said real estate transferred to this affiant for tax purposes.

Harry M. Zuckerberg

Subscribed and sworn to, before me, this 9 day of July, 1947.

Anne L. Fink (LS)
Notary Public

My commission expires: February 23, 1949.

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Old Age Assistance Search

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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

-7-

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

Abraham Zuckerberg

from July 30, 1943 to and including April 28, 1946;

and vs.

Harry M. Zuckerberg and Ida M. Zuckerberg

for the 10 years last past and against none other.

IN THE MUNICIPAL COURT OF MARION COUNTY

Cause #M-80257
January 23, 1954
Order Book
153 page 523

Harry Zuckerberg vs. Herman F. Steirs

COSTS PAID
ATTORNEY UNION TITLE CO.
BY *C. Edward Blum*
PRESIDENT

Judgment rendered vs plaintiff for costs.

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-9-

Taxes for the year 1953 on the real estate for which this Abstract is prepared are assessed in the name of Harry M. Zuckerberg, and are due and payable on or before the first Mondays in May and November of 1954.

General Tax Duplicate No. 335349, Indianapolis, Center Township, Parcel No. 80548.

May Installment \$174.12 Paid.

November Installment \$174.12 Unpaid.

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Taxes for the year 1954 now a lien.

SINCE PAID IN FULL
ATTORNEY UNION TITLE CO.
BY *C. Edward Blum*
PRESIDENT

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

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 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.

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.

477030

Computation of Lot Areas.

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 A-3, 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, from set-back line shall be equal to $1/3$ of the average depth of the lot up to 50 feet, with 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 dimension shall be not less than $1/6$ 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 dimension of rear yard shall be not less than $1/2$ 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 U2 district.

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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.

This 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-3** ; 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.

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July 26, 1954. 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.

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GUARANTEED CERTIFICATE

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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 13 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 9 both inclusive.
Dated at Indianapolis, Indiana, August 4, 1954, 7 A. M.

UNION TITLE COMPANY

by *Albert M. Bual*
President

-9- VBO

UNION TITLE COMPANY

ABSTRACTS OF TITLE + TITLE INSURANCE + ESCROWS

155 East Market Street

Union Title Building
Market 2361-5

Indianapolis 4, Indiana

Capital Stock \$1,000,000.00

477030

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: **Harry Zuckerberg.**

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 4, 1954, 7 A. M. and

The Indianapolis Division of the Southern District down to and including

August 4, 1954, 7 A. M.

**Abraham Zuckerberg
Harry M. Zuckerberg
Ida M. Zuckerberg**

UNION TITLE CO.

BY *Albert M. Smith*
PRESIDENT

V30

164814

Page 5

INTERIM CERTIFICATE OF TITLE

Pioneer National Title Insurance Company

Union Title Division

S.R.	PROJECT	COUNTY	PNTIC #
I-70	I-70-3 (52)	Marion	64-23242-S

Name on Plans Harry Zuckerberg

Name of Fee Owner None Given

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation with its principal Indiana Office in the City of Indianapolis, in consideration of premium paid, hereby certifies that a search of the records from September 28, 1964 8 A.M. to and including April 24, 1968 8 A.M. reveals no changes as to the real estate described under PNTIC # 64-23242-0 except:

1. Taxes for 19⁶⁶ payable 19⁶⁷ in name of Harry and Rose Zuckerberg
Duplicate # 7266855 Parcel # 1080548 Township I-Center Code # 1-01
May \$ 540.15 (paid) ~~(unpaid)~~; November \$ 540.15 (paid) ~~(unpaid)~~
Taxes for 19⁶⁷ payable 19⁶⁸ ~~xxxxxxx~~ unpaid in name of Harry & Rose Zuckerberg
Taxes for 1968 payable 1969 now a lien in name of Harry and Rose Zuckerberg
2. Mortgage recorded in Mortgage Record 2159, page 91, Instrument #74424, released of record February 18, 1966.

IN WITNESS WHEREOF, PIONEER NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereto affixed by its duly authorized officers.

ATTEST:

PIONEER NATIONAL TITLE INSURANCE COMPANY

Russell Nelson

Assistant Secretary

Walker A. McLean

Vice President

Countersigned and validated as of the 30 day of April, 19 68.

Tom Withrow

Authorized Signatory

TOM WITHROW, Title Officer

64-23242A

CAPTION

-1-

Continuation of Abstract of Title to Lot 2 in McCarty's Subdivision of Out Lot 119 and the West Half of Out Lot 118 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 1, page 253 in the office of the Recorder of Marion County, Indiana.

Since August 4, 1954, 7 A.M.

Prepared For: Harry Zuckerberg

-2-

Ida M. Zuckerberg died on or about August 8, 1952 as appears at a subsequent entry herein.

Misc. Record
708, Inst. #74418
Aug. 14, 1962
Recorded
Aug. 15, 1962

-3-

STATE OF INDIANA, COUNTY OF MARION, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of August, 1962, personally appeared Harry Zuckerberg, who being first duly sworn under oath says:

1. The he is a son of Abraham Zuckerberg, deceased, who by Will probated May 3, 1946, granted to his wife, Ida M. Zuckerberg, a life tenancy in an apartment located on the following described real estate in Marion County, Indiana, to-wit:

Lot 2 in McCarty's Subdivision of Out Lot 119 and the West Half of Out Lot 118 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 1, page 253, in the Office of the Recorder of Marion County, Indiana.

-1- scd-over

64-23242A

2. Affiant further says that Ida M. Zuckerberg, widow of Abraham Zuckerberg, died on or about the 8th day of August, 1952, thus extinguishing her life tenancy in the above described real estate.

Further affiant sayeth naught.

Harry Zuckerberg

Witness my hand and Notarial Seal.

Edna B. Shelley (LS)

Notary Public

My Notarial Commission Expires Sept. 10, 1963.

Instrument shows name of person preparing same.

Town Lot Record
1701 Page 71
Inst.#21924
April 1, 1958
Recorded
April 14, 1958

-4-

Harry Zuckerberg and
Rose Zuckerberg,
his wife

to

Max Klezmer, trustee,
for the sole and expressed purpose of
reconveying the real estate herein
referred to, to Harry Zuckerberg and
Rose Zuckerberg, husband and wife,
as tenants by the entireties

Lot Numbered 2 in McCarty's Subdivision of
Outlot 119 in the City of Indianapolis as per plat
thereof recorded in Plat Book 1, page 253 in the
Office of the Recorder of Marion County, Indiana.

Proper Citizenship Clause is Attached.

Warranty Deed

64-23242A

Town Lot Record
1701 Page 72
Inst.#21925
April 1, 1958
Recorded
April 14, 1958

Max Klezmer, Trustee, for
the sole and expressed
purpose of reconveying the
real estate herein referred
to, to Harry Zuckerberg and
Rose Zuckerberg, husband
and wife as tenants by the
entireties

Quitclaim Deed

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to
Harry Zuckerberg and
Rose Zuckerberg,
husband and wife

Lot Numbered 2 in McCarty's Subdivision of
Outlot 119 in the City of Indianapolis, as per
plat thereof recorded in Plat Book 1, page 253 in
the Office of the Recorder of Marion County, Indiana.

Misc. Record
641 Page 92
Inst.#13495
April 1, 1958
Recorded
Feb. 23, 1960

Harry Zuckerberg and
Rose Zuckerberg,
his wife

Lease

-6-

to
A. Zuckerberg & Son,
Inc. (---- ----)
By, Harry Zuckerberg, Pres.
Marvin Joseph Zuckerberg, Sec.

Storeroom premises known as and located at
1001 S. Meridian Street, Indianapolis, Indiana.

Lessor shall keep the roof and exterior walls in
repair; and Lessee hereby assumes the obligations of
all other repairs, maintenance and replacement.

Also parking lot located at Northeast corner
Charles and Ray Streets, together with the right,
privileges and appurtenances to the same belonging
to have and to hold the same for and during the term
of 3 years from the 1st day of April 1958 and the
said Lessee hereby agrees to pay as rent for said
premises, the sum of \$7,800.00 per year; the said
rent to be paid weekly in the amount of \$150.00
each week in advance without relief from valuation or
appraisement laws:

-3- scd-over

64-23242A

THE CONDITIONS of this lease are: That the premises are to be used and occupied by Lessee for a general department store and for no other purpose. That no ashes are to be kept in wooden vessels, or allowed to accumulate on the premises. That the premises are not to be sub-leased by said Lessee, or occupied by other persons, or for other purposes than herein expressed, or this lease assigned by the said - without the written consent of the said Lessor. That no nails are to be driven into the walls, and no waste committed or damage done to the premises, and no lewd or immoral practices are to be allowed thereon.

And the said part-of the second part hereby further agree_at the expiration of this lease to deliver up the possession of said premises, peaceable and in as good condition and repair as the same is now in, or in as good condition and repair as the said part-of the first part may at any time during this lease put the same in. The natural wear, accidents, fire and other acts of God excepted.

At the expiration of this lease, or on the failure to pay the rent when the same is due or on a failure to comply with any of the conditions of this lease, the same shall terminate at once without notice, and the said representatives and assigns may enter upon and take possession of said premises and expel the occupants thereof, without in anywise being a trespasser, and the failure of the said Lessor to take possession of said premises at the time aforesaid, shall not estop Lessor from afterwards asserting said rights, and the occupation of said premises, by the said tenant, after the expiration of said lease, or the forfeiture thereof, shall give Lessee no rights as a tenant but Lessee may be expelled at any time without notice, on failure to pay rent at maturity, or to give possession at the expiration of this lease and as liquidated damages for failure, it is agreed that double the rent above specified shall be paid for the time the rent remains due or unpaid or said tenant holds possession without right, and should suit be instituted to collect rent, or obtain possession of the said premises, the said - agrees to pay attorney's fees therefor.

THE FOLLOWING MODIFICATION OF LEASE IS ATTACHED TO ABOVE LEASE.

MODIFICATION OF LEASE

WHEREAS, heretofore Harry Zuckerberg and Rose Zuckerberg as Lessors leased to A. Zuckerberg & Son, Inc., the storeroom premises known as and located at 1001 S. Meridian Street, Indianapolis, Indiana, under a certain lease dated April 1, 1958; and

WHEREAS, said lease expires by its terms March 31, 1961, and

Misc. Record
641 Page 93
Inst.#13496
Feb. 9, 1960
Recorded
Feb. 23, 1960
-7-

64-23242A

WHEREAS, it is the desire of the parties to modify and amend said lease under the terms and conditions hereof;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The term of said lease is hereby extended for the period expiring March 31, 1976.

2. The rental to be paid under said lease shall be as follows:

(a) A minimum rental of \$7,800.00 per year payable at the rate of \$150.00 per week;

(b) In addition to said minimum rental Lessee agrees to pay Lessors a sum equal to 4 per cent of the gross sales made by Lessee from said premises in excess of \$195,000.00 per year.

3. Except as above modified and amended, terms and conditions of said original lease shall remain in full force and effect.

Dates this 9th day of February 1960.

Harry Zuckerberg

Rose Zuckerberg

A. Zuckerberg & Son, Inc.

By Harry Zuckerberg, President

Attest Marvin Joseph Zuckerberg, Secretary

STATE OF INDIANA, COUNTY OF MARION, SS:

Personally appeared before me the undersigned, a Notary Public, Harry Zuckerberg and Rose Zuckerberg; and also personally appeared before me Harry Zuckerberg and Marvin Joseph Zuckerberg, President and Secretary respectively of A. Zuckerberg & Son, Inc. and all of said persons being first duly sworn, acknowledge the execution of the above and foregoing instrument as their free and voluntary act and deed this 15 day of February 1960.

WITNESS my hand and Notarial Seal.

Max Klezmer (LS)

Notary Public

My Commission Expires: Aug. 28, 1963.

Instrument shows name of person preparing same.

64-23242A

Will Record
A77 Page 38
Probated
Aug. 1, 1963

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LAST WILL AND TESTAMENT OF ROSE ZUCKERBERG, DECEASED.

I, Rose Zuckerberg, of the City of Indianapolis, Marion County, Indiana, being of sound and disposing mind and memory, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all other Wills and testamentary papers and codicils thereto by me heretofore made.

ITEM I. I will and direct that all of my just debts, including the expenses of my last illness and burial, be paid as soon as practicable after my death. I further direct my Executor or Co-Executor, as the case may be, to pay all taxes, whether State, Federal or Municipal, known as Inheritance Taxes, State or Death taxes, or any equivalent name which become payable after and because of my death, out of the corpus of my estate, and there shall be no obligation or liability on the part of any person to reimburse my estate therefor, notwithstanding there may be an obligation by law upon such person.

ITEM II. I give, devise and bequeath all of my real and personal property of every kind and description and wherever located to my beloved husband, Harry Zuckerberg.

ITEM III. If my said husband, Harry Zuckerberg, predeceases me and is not living at my death, then I give, devise and bequeath all of my said estate to my beloved children, Jean Samuelson, Geraldine Zendell and Marvin Joseph Zuckerberg, share and share alike.

If, under this Item III, any of my said children have predeceased me, leaving descendants, such descendants shall take the share of my estate to which his, her, or their parents would have been entitled had such parent survived me per stirpes.

If, under this Item III, any of my said children have predeceased me leaving no descendants, then the survivor or survivors of said children shall take the share of my estate, share and share alike, to which such deceased child would have been entitled had such deceased child survived me.

ITEM IV. I nominate, constitute and appoint my beloved husband, Harry Zuckerberg, as Executor of this My Last Will and Testament; in the event my said husband should predecease me or is unable or unwilling to serve as such Executor then I nominate, constitute and appoint my children Marvin Joseph Zuckerberg and Geraldine Zendell as Co-Executor of this my Last Will and Testament.

64-23242A

I direct the Court, having jurisdiction of the settlement of my estate, to permit my said Executor or Executors, as the case may be, to serve as such without posting bond or other security for the faithful performance of her or their duties as the case may be.

IN WITNESS WHEREOF, I have this day set my hand and seal to this my Last Will and Testament, consisting of 3 typewritten pages, this 8th day of May, 1958.

Rose Zuckerberg

On this 8th day of May, 1958, the above named testator, Rose Zuckerberg, signed, sealed, published declared and acknowledged the foregoing instrument to be her Last Will and Testament in the presence of each of us, and we, in her presence and at her request, and in the presence of each other have hereunto subscribed our names as attesting witnesses.

Witness Mary E. Studebaker

Address 515 Tecumseh Place

Witness Max Klezmer

Address 6615 Sunset Lane

IN THE PROBATE COURT OF MARION COUNTY

Estate Docket
E63-1143

IN THE MATTER OF THE ESTATE OF ROSE ZUCKERBERG, DECEASED.
August 1, 1963. Will probated in open Court
and ordered spread of record.
Order Book 622 Page 469.

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IN THE PROBATE COURT OF MARION COUNTY

Inheritance
Tax Docket
4 Page 266
No. IF63-388

IN THE MATTER OF THE ESTATE OF ROSE ZUCKERBERG, DECEASED.
August 15, 1963. Petition and Schedule to
determine Inheritance Tax without letters of
administration filed, Ordered referred to
Inheritance Tax. Appraiser for investigation.
Order Book - Page -.

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64-23242A

August 15, 1963. Inheritance Tax Appraiser filed report showing estate was not subject to an Inheritance Tax. Approved by the Court.

Order Book - page -.

NOTE: Petition and Order above referred to shows that the persons beneficially interested in this estate are Harry Zuckerberg, surviving husband. Schedule of property of said decedent filed with the Inheritance Tax Appraiser lists no real estate. Said Schedule further shows the gross value of said decedent's estate to be \$0.

Mortgage Record
2159 page 91
Inst.#74424
Aug. 13, 1962
Recorded
Aug. 15, 1962

Harry Zuckerberg and
Rose Zuckerberg,
husband and wife
to
American Fletcher National
Bank and Trust Company

Mortgage

Lot 2 in McCarty's Subdivision of Out Lot 119 and the West Half of Out Lot 118 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 1, page 253, in the Office of the Recorder of Marion County, Indiana.

To secure the performance of the provisions and the payment of the indebtedness as evidenced by a promissory note of even date herewith in the principal amount of \$25,000.00, repayable in installments together with interest as provided for in said note, the final installments thereof being due and payable on August 13, 1972.

Mortgagors shall have the prepayment privilege provided for in said note.

Instrument shows name of person preparing same.

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64-23242A

Old Age Assistance Examination has been made, as to the persons in
Search 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.

-13-

Juvenile Court
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 judgments,
as appear from the General Judgment Dockets of the
Juvenile Court of Marion County, as said dockets are
now entered up.

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Note: Search has been made for the 10 years last
past as to the persons listed below, irrespective
of dates given.

Uniform Commercial
Code

Search has been made of the records in the Office
of the Recorder of Marion County, Indiana, which
search discloses no financing statements as
required by the Uniform Commercial Code (Chapter 317,
1963 Acts of Indiana General Assembly) with respect
to any Security Interest in crops or in fixtures
containing an adequate description of real estate
herein, except none.

-15-

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:

-16-

Harry Zuckerberg
or
Harry M. Zuckerberg
and
Rose Zuckerberg,
jointly and
not individually

from September 26, 1954
to and including
June 5, 1963

and vs
Harry Zuckerberg
and
Harry M. Zuckerberg

for the 10 years
last past and
against none other.

64-23242A

-17-

Taxes for the year 1962 and prior years paid in full.

-18-

Taxes for 1963 payable 1964 in name of Harry and Rose Zuckerberg.

Duplicate No. 455034, T-Z, Indianapolis Center Township, Code No. 1-01, Parcel No. 80548.

May Installment \$429.25 Paid.

November Installment \$429.25 Unpaid.

Assessed Valuation:

Land \$2,300.00 Improvements \$8,290.00 Exemptions \$1000.00

-19-

Taxes for 1964 now a lien in name of Harry and Rose Zuckerberg

64-23242A

METROPOLITAN PLAN COMMISSION

DOCKET NO. 60-AC-4

ORDINANCE

-20- 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-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 for 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.

METROPOLITAN PLAN COMMISSION
DOCKET NO. 61-AO-2

64-23242A

O R D I N A N C E

-21- 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

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

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

-22- 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 land.

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 Town Lot Record 1657, page 486.

-23- September 11, 1964. 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.

EXCERPTS OF THE "AIRPORT DISTRICT ORDINANCE", ADOPTED BY THE MARION COUNTY COUNCIL, SEPTEMBER 4, 1963.

BE IT ORDAINED by The Marion County Council of Marion County, Indiana, that Marion County Council Ordinance No. 8-1957, adopted by The Marion County Council on March 28, 1957, and subsequently amended pursuant to Section 85 of Chapter 283 of the Acts of the Indiana General Assembly for 1955, as amended, and all zoning ordinances adopted as parts thereof be amended by the addition of the following provisions:
SECTION 1.01 AIRPORT DISTRICT

An AIRPORT DISTRICT, a secondary zoning district, is hereby established for Marion County, Indiana. The AIRPORT DISTRICT shall consist of two parts, the "Airport Approach Area" and the "Airport Circling Area" as each is defined in this ordinance and indicated on the Airport District Map for each public airport (which Map dated November 7, 1962 is a part of this ordinance and incorporated herein by reference).

All land so defined and indicated is hereby zoned and classified as the AIRPORT DISTRICT.

SECTION 2.01 AIRPORT DISTRICT REGULATIONS

The following regulations shall apply to land within the Airport District. These regulations shall be in addition to all other primary or secondary zoning district regulations applicable to said land, and in case of conflict, the more restrictive regulations shall control.

1. USE

Within that part of the Airport Approach Area of the Airport District within a horizontal radius of 10,000 feet from the airport reference point, as defined in this ordinance, no building, structure or premises shall be erected, relocated or converted for use as a school, church, child caring institution, hospital, stadium, public auditorium, theater, public assembly hall, public swimming pool, picnic grounds, carnival, amusement park, penal institution or sports arena.

2. HEIGHT

a. Within the Airport Circling Area and the Airport Approach Area, of the Airport District, no projection of any building, structure, or plant growth hereafter constructed, located or grown, or of any existing building, structure, or plant growth hereafter reconstructed, relocated or enlarged shall penetrate above the approach surfaces, the runway surfaces, the transitional surfaces, the horizontal surface, or the conical surface, whichever is more restrictive.

b. Provided, however, projections may extend to a maximum height of 50 feet above the established airport elevation.

3. PERFORMANCE STANDARDS

The following performance standards shall apply within the Airport Circling Area and the Airport Approach Area, of the Airport District, except that part of the Airport Area whose horizontal distance from the airport reference point is greater than the radius of the Airport Circling Area:

Interference with Communication

No use shall create interference with any form of communication whose primary purpose is for air navigation.

Smoke, Dust and Particulate matter

(1) No use shall create or emit smoke of a density equal to or greater than No. 2 according to the Ringelmann Scale, as now published and used by the United States Bureau of Mines.

(2) No use shall cause dust, dirt or fly-ash of any kind to escape beyond the lot lines in a manner detrimental to or endangering the visibility of air crews using the airport in landing, taking off, or maneuvering of aircraft.

NOTE: COPIES OF MAP ABOVE REFERRED TO BEING A DISTRICT MAP FOR INDIANAPOLIS (WEIR COOK) MUNICIPAL AIRPORT ARE ON FILE IN THE OFFICE OF THE METROPOLITAN PLANNING DEPARTMENT: ALSO A COPY FILED OCTOBER 7, 1963, AS INSTRUMENT #59018, IN THE MARION COUNTY RECORDER'S OFFICE.

64-23242A

GUARANTEED CERTIFICATE

-25-
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, Juvenile, 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 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, ditch assessments 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 25 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 16 both inclusive.

Dated at Indianapolis, Indiana, September 28, 1964, 8 A.M.

UNION TITLE COMPANY

by

C. Edward Blum
President

-16- scd

UNION TITLE COMPANY

ABSTRACTS OF TITLE + TITLE INSURANCE + ESCROWS

155 East Market Street

Union Title Building

Indianapolis 4, Indiana

MEIrose 2-2361

Capital Stock \$1,000,000.00

64-23242A

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
Lafayette Division

SEARCH FOR PENDING BANKRUPTCIES INTERNAL REVENUE TAX LIENS

Prepared for: Harry Zuckerberg

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 eight 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

September 23, 1964, 8 A.M. and

The Indianapolis Division of the Southern District down to and including

September 24, 1964, 8 A.M.

Harry Zuckerberg
Harry M. Zuckerberg
Rose Zuckerberg

UNION TITLE CO.

BY

C. Edward Blum

PRESIDENT