

66 40825

WARRANTY DEED

Project 1-70-3(52)77
Code 0536
Parcel 56

Chyler

This Indenture Witnesseth, That Sam M. Calderon & Fanny Calderon (Adult husband & Wife)
Sam A. Moore & Luevenia Moore (Adult husband & Wife)

of Marion County, in the State of Indiana Convey and Warrant to

the STATE OF INDIANA for and in consideration of Six thousand - - - - -

- - - - - Dollars,
- - - - - (\$6,000.00) - - - - -

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

LOT No. 45 AND A STRIP OF GROUND OF THE UNIFORM WIDTH OF 3 FEET OFF THE ENTIRE NORTH SIDE OF LOT 44 IN McCARTY'S SUBDIVISION OF THE EAST PART OF OUT LOT 120 IN THE CITY OF INDIANAPOLIS AS SHOWN BY THE PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGE 86 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

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

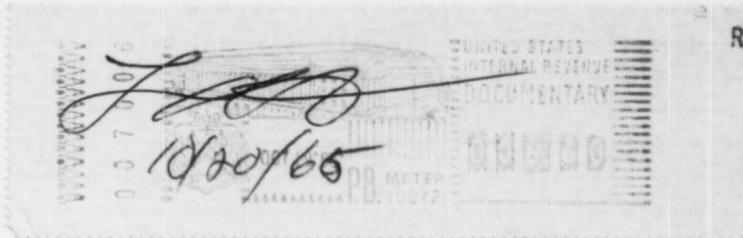
DULY ENTERED FOR TAXATION

AUG 3 1966

John T. S. Thors
COUNTY AUDITOR

RECEIVED FOR RECORD
1966 AUG -9 AM 10:40

MARCIA M. HAWTHORNE
RECORDER OF MARION COUNTY



A-109229
A-150330

6.60

Paid by Warrant No. 11-150330

Dated 7-25-66

W.H.B.
6-8-66

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 Sam M. Calderon & Fanny Calderon (Adult husband & Wife)
Sam A. Moore & Luevenia Moore (Adult husband & wife)

have hereunto set their hands and seals, this 20 day of October 19 65

Sam Calderon (Seal) Fanny Calderon (Adult wife) (Seal)
Sam A. Moore (Seal) Luevenia Moore (Adult wife) (Seal)
WITNESS *Lyle C. Neff* (Seal) *Frank L. Cullivan, Sr.* (Seal)

66 ^{SDK} 40825

This Instrument Prepared by C. E. LANGE 5-28-65

John T. S. Thors
JUN 2 1966

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

STATE OF INDIANA, _____ Marion County, ss:
 Before me, the undersigned, a Notary Public in and for said County and State, this 20
 day of October, A. D. 1965; personally appeared the within named _____
SAM M. CALDERON AND FANNY CALDERON adult
husband and wife Grantor S in the above conveyance, and acknowl-
 edged the same to be their voluntary act and deed, for the uses and purposes herein mentioned.
 I have hereunto subscribed my name and affixed my official seal.
 My Commission expires January 19, 1966 Luther C. Hepler Notary Public
LUTHER C. HEPLER

STATE OF INDIANA, _____ Marion County, ss:
 Before me, the undersigned, a Notary Public in and for said County and State, this 20
 day of October, A. D. 1965; personally appeared the within named _____
SAM A. MOORE and LUEVENIA MOORE adult husband and wife
 Grantor S in the above conveyance, and acknowl-
 edged the same to be their voluntary act and deed, for the uses and purposes herein mentioned.
 I have hereunto subscribed my name and affixed my official seal.
 My Commission expires January 19, 1966 Luther C. Hepler Notary Public
LUTHER C. HEPLER

66-40825

WARRANTY DEED

FROM

TO

STATE OF INDIANA

Received for record this _____

day of _____, 19____

at _____ o'clock _____ m, and

Recorded in Book No. _____ page _____

Recorder _____ DUTY ENTERED _____ County

Duly entered FOR RECORDED _____

day of _____, 19____

Auditor's _____ John T. Latta County
 Auditor _____ COUNTY AUDITOR

Division of Land Acquisition
 Indiana State Highway Commission

(57)

ENVELOPE

INDIANA STATE HIGHWAY COMMISSION
Division of Land Acquisition
ROOM 1105 • 100 NORTH SENATE AVENUE
INDIANAPOLIS, INDIANA

B

..... August 1, 19 66

To Sam M. Calderon
Fanny Calderon
Sam A. Moore
Luevenia Moore
5014 N. Capital Ave.

GENTLEMEN: Indianapolis, Indiana

We enclose State Warrant No. *A-109228* 719.25
in settlement of the following vouchers: Transmittal #67-17

| DESCRIPTION | AMOUNT | |
|---|--------|----|
| Purchase | | |
| <i>For the purchase of Right of Way on State Road</i> | | |
| No. <i>I-70</i> in <i>Marion</i> | | |
| County <i>I</i> Project <i>70-3</i> | | |
| Section <i>(52)</i> as per Grant dated | | |
| <i>10-20-65</i> | | |
| Parcel #56 | \$5400 | 00 |

PLEASE RECEIPT AND RETURN

Received Payment: *Sam M Calderon*

Date: *8-4-66*

Sam A. Moore

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE
INDIANAPOLIS, INDIANA

August 1, 19 66

To Sam A. & Luevenia Moore
1106 S. Illinois ST.
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-109229 7-25-1966
in settlement of the following vouchers: Transmittal #67-17

| DESCRIPTION | AMOUNT | |
|---|--------|----|
| Purchase | | |
| <i>For the purchase of Right of Way on State Road</i> | | |
| No. <u>I-70</u> in <u>Marion</u> | | |
| County <u>I</u> Project <u>70-3</u> | | |
| Section <u>(52)</u> as per Grant dated | | |
| <u>10-20-65</u> | | |
| Parcel #56 | | |
| Escrow | \$600 | 00 |

PLEASE RECEIPT AND RETURN

Received Payment: Sam A MooreDate: 8-31-66

Central

APPRAISAL REVIEW FORM
Division of Land Acquisition
Indiana State Highway Commission

Project I 70 - 3 (52)
Parcel No. 56
Road I 70
County Marion
Owner McCullough
Address 1029-31 So. Ellinore, Indpls
Address of Appraised Property:

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. yes
- 2. Planning and Detail Maps were supplied appraisers. yes
- 3. The three approaches required (Income, Market Data, and Cost Replacement) were considered. yes
- 4. Necessary photos are enclosed. yes
- 5. The appraisal is fully documented and supported as required by the State Highway Commission and the requirements of P.P.M. 21-4.1 of the Federal Bureau of Roads. yes
- 6. Plats drawn by the appraisers are attached. yes
- 7. I have personally inspected the Plans. yes
- 8. I have personally inspected the site and familiarized myself with the parcel on... 9-29-65
- 9. The computations of this parcel have been checked and reviewed. yes
- 10. The appraiser has complied with the Indiana State Highway Commission instructional outline and/or good appraisal practices. yes

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

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

It is my opinion as of 9-29-65 :
(Date)

Estimate of Appraisers:

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

| By: | By: | Approved By Reviewer |
|---------|-----|----------------------|
| \$ 6000 | \$ | \$ 6000 |
| \$ 0 | \$ | \$ 0 |
| \$ 6000 | \$ | \$ 6000 |
| \$ 6000 | \$ | \$ 6000 |
| \$ | \$ | \$ |
| \$ | \$ | \$ |
| \$ | \$ | \$ |

| Approved | Date | Signed |
|----------------------|---------|--------------------|
| Rev. Appr. | 9-29-65 | Ernie V. Heathcock |
| Asst. or Chief Appr. | 10/1/65 | J.E. Gallagher |

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

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

BUYERS REPORT # 7

PROJECT # I-70-3(52) PARCEL # 56 COUNTY Marion
NAME & ADDRESS OF OWNER Sam M. Calderon & Sam A. Moore (Contract buyer)
PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED _____
PHONE # _____

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

DATE ASSIGNED _____ DATE OF CONTACT _____

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:

This parcel was signed and purchased October 20, 1965. The delay was at the request of the Contract purchaser, who wanted to continue to collect rent to pay for a new furnace that had been installed.

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

Distribution Made

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

Luther Hepler
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

BUYERS REPORT # 6

PROJECT # I-70-3(52) PARCEL # 56 COUNTY Marion
NAME & ADDRESS OF OWNER L. M. Calderon & Fanny Calderon (Sam Moore Contract Buyer)
PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Mrs Moore
PHONE # _____

(List other interested parties on reverse side including nature of their interest)
DATE ASSIGNED October 7, 1965 DATE OF CONTACT June 1, 1966
OFFER \$ 6,000⁰⁰ TIME OF CONTACT 10:30

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: Picked up the 1966A tax receipt and the money for the 1966B.
Went to the treasurers office and the Center Township assessors office to pay the taxes.

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

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

Luther Hepler
(Signature)

PROJECT # I-70-3(52) PARCEL # 56 COUNTY Marion
NAME & ADDRESS OF OWNER Calderson Fee Sam A. Moore Contract Buyer
1106 S Illinois St. Indianapolis PHONE # _____
NAME & ADDRESS OF PERSON CONTACTED Sam A. Moore
PHONE # _____

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

DATE ASSIGNED Oct 7 DATE OF CONTACT January 31, 1966
OFFER \$ 6000 TIME OF CONTACT 10:00 AM

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: Talked to Mr. Moore about the tax
on the property and about possession.
He will call when he is ready to
send the papers through.

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

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

Luther Hopler
(Signature) WE 3-6630

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

BUYERS REPORT # 2

PROJECT # I-70-3(52) PARCEL # 56 COUNTY Marion

NAME & ADDRESS OF OWNER Calderon, Mrs Moore
5014 N. Capital PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Mrs & Mrs Sam M. Calderon
5014 N. Capital PHONE # _____

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

DATE ASSIGNED Oct 7 DATE OF CONTACT Oct 19

OFFER \$ 6000 TIME OF CONTACT 2:30

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: Mrs Calderon signed the deed and two
ouchers.

Mrs Calderon made her mark, witnessed by
Lester Kepler and Frank L. Cullivan, Jr

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

Distribution Made

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

Frank Cullivan
Lester Kepler
(Signature)
ME 3-6630

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

BUYERS REPORT # 3

PROJECT # I-70-3 (52) PARCEL # 56 COUNTY Marian

NAME & ADDRESS OF OWNER Calderon and Moore
PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Charles Calderon
527 North East St. PHONE # _____

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

DATE ASSIGNED Oct 7 1965 DATE OF CONTACT Oct 19 1965

OFFER \$ 6000 TIME OF CONTACT 11 AM

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: Talked to Mr Charles Calderon and explained
the offer.

First check in approximately 8 to 10 weeks.

Received "600" for documentary stamps.

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

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

Lillian Hopkins
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

BUYERS REPORT # 56

PROJECT # I-70-3(52) PARCEL # 56 COUNTY Marion

NAME & ADDRESS OF OWNER Calderon and Moore
1104 South Illinois PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Mr Sam Moore
1106 S Illinois St PHONE # _____

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

DATE ASSIGNED October 7 DATE OF CONTACT October 18

OFFER \$ 6000⁰⁰ TIME OF CONTACT 4 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? (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: Made an appointment with Mr and Mrs Moore
to sign the papers Wednesday Morning at 9:AM

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

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

Lester C Hapler
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

BUYERS REPORT # 3

PROJECT # I-70-3(52) PARCEL # 56 COUNTY Marion

NAME & ADDRESS OF OWNER Sam Calderon (Contract Buyer)

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Raymond Jefferson

1029 S. Illinois

PHONE # _____

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

DATE ASSIGNED _____ DATE OF CONTACT 10/20/65

OFFER \$ _____ TIME OF CONTACT 10:00 am

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:

Property management Room 1105 State Office Bldg
Mr. Cole

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

() Other, awaiting what? _____

Distribution Made

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

Lilla C Hopla
(Signature)
ME 3-6630

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

BUYERS REPORT # 5

PROJECT # I-70-3(52) PARCEL # 56 COUNTY Marion

NAME & ADDRESS OF OWNER Sam M. Callahan & Sam A. Moore

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Sam A. Moore and ~~Sam~~ Mrs Moore
1106 1/2 Illinois St.

PHONE # _____

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

DATE ASSIGNED October 7 DATE OF CONTACT October 20

OFFER \$ 6000⁰⁰ TIME OF CONTACT 9:30 AM.

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 and Mrs Moore signed the Deed and vouchers and agreement for possession.

First check is approximately 8 to 10 weeks
Balance upon possession

Received the 1965-B tax receipt.

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

Distribution Made

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

Leather Kepler
(Signature)
ME 3-6630

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I-70-3(52)

BUYER'S REPORT NUMBER: _____ COUNTY Mason PARCEL NO. 56

NAME & ADDRESS OF OWNER Helen V. Manuel 1031 S Illinois
Indpls Ind PHONE # 632-8726

NAME & ADDRESS OF PERSON CONTACTED Helen V Manuel 1031 S
Illinois Indpls Ind PHONE # _____

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

DATE ASSIGNED 4/5/67 DATE OF CONTACT 4/6/67

OFFER \$ 208⁰⁰ Moving TIME OF CONTACT 6:30 AM

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. Cullinan met with Helen V. Manuel 1031
S Illinois Indpls Ind and gave to her a
180 day letter and explained the contents of same
all of the information pertaining to House Bill
1347 was explained. A moving allowance of
4,108.⁰⁰ was allowed and relocation of \$100.⁰⁰
she was allowed a total of \$2,080.⁰⁰ Mr.
Cullinan told Helen Manuel to stop
her rent payments for the present.

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

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify: none

Frank L. Cullinan Jr
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

BUYERS REPORT # 1

PROJECT # I-70-3(52) PARCEL # 56 COUNTY Marion

NAME & ADDRESS OF OWNER Calderson PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Sam A. Moore
1106 S Illinois St. PHONE # _____

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

DATE ASSIGNED Oct 7 DATE OF CONTACT Oct 11

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: Mrs will call for appointment Thursday

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

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

Luther Hepler
(Signature)
ME3-6600

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I-70-3(52)

BUYER'S REPORT NUMBER: _____ COUNTY Marion PARCEL NO. 56

NAME & ADDRESS OF OWNER Helen V. Manuel 1031 S. Illinois
Indpls, Ind PHONE # 632-8726

NAME & ADDRESS OF PERSON CONTACTED Helen V. Manuel 1031 S.
Illinois Indpls Ind PHONE # _____

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

DATE ASSIGNED 4/5/67 DATE OF CONTACT 4/6/67

OFFER \$ 208⁰⁰ Moving TIME OF CONTACT 6:30

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 Cullinan met with Helen V. Manuel 1031
S. Illinois, Indpls, Ind and gave to her a
180 day letter and explained the contents of same.
all of the information pertaining to House Bill
1347 was explained. A Moving allowance of
\$108.⁰⁰ was allowed and Dislocation of \$100.⁰⁰
also was allowed a total of \$208.⁰⁰. Mr.
Cullinan told Helen Manuel to stop
her rent payments for the present.

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

Distribution Made

(1) Parcel (1) Weekly Summary
(~~1~~) Owner () Other, Specify: None

Frank L Cullinan Jr
(Signature)

AFFIDAVIT

STATE OF INDIANA

COUNTY OF Marion

The undersigned, an agent of the Indiana State Highway Commission, having been duly sworn, says on his oath that he has personally delivered or sent by First Class U. S. Mail, at their last known address, notice of possession to those persons named in the attached notice, in accordance with the Relocation Assistance Act as passed by the 1967 General Assembly.

This affidavit is given in compliance with Section 11 (b) of that Act.

Frank L. Bullwinn Sr.

Subscribed and sworn to before me this 7th day of April, 1967.

Chadwick S. Hall

Notary Public

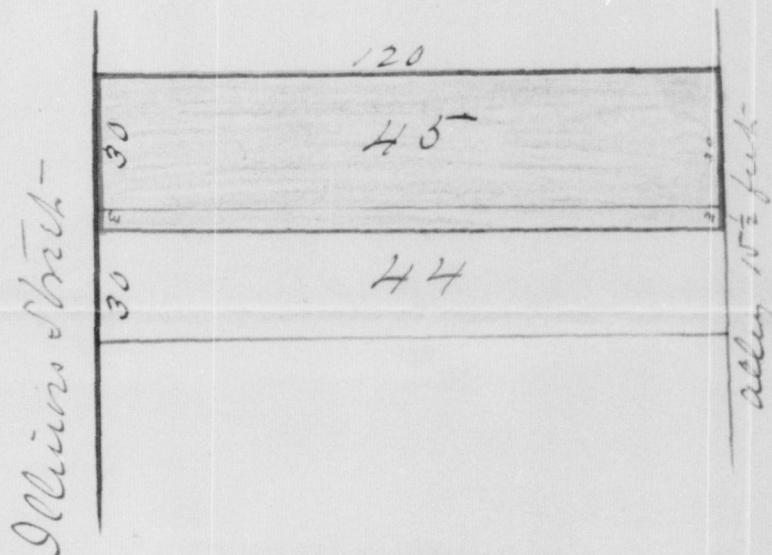
My commission expires

January 29, 1969

CHAIN OF TITLE AND INCUMBRANCES,

To the following described Real Estate:

Lot 45 and 300(3) feet off of the north side of
Lot 44 McCarly's Subdivision of the East part
of Oak Lot 120 in the City of Indianapolis -



IN THE CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA.

Prepared for Emma A. Winsor.

By an act of the 14th Congress, 1st session, chapter 57, approved April 19, 1816, four sections of land in Township 15 north, of range 3 east, of the 2d principal meridian, are donated to the State of Indiana for a seat of Government.

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 east side of White River, contains 448.20 acres, leaving 202.07 acres to be taken out of section 3.

By an act of the 15th Congress, 2d session, chapters 83, 84 and 85, approved March 3, 1819, sections 1 and 12, and fractional sections 2 and 11, which lies on the east side of White River, and so much of section 3 as will make four entire sections, or 2,560 acres, shall constitute the above donation.

The original survey of the City of Indianapolis, as made in the year 1821, is included within North, South, East and West Streets, embracing squares from 1 to 101 inclusive, which were subdivided into lots; and in pursuance of an act of 1824, out-lots numbering from 1 to 10 on the north, and 11 to 20 inclusive, on the south side of the city were laid off, and in 1825 an additional survey of out-lots, including 21 to 30 on the south; and 31 to 40 on the north side of the city was authorized. "H" is a square of two acres, laid out and sold for a brick yard, under authority of an act of 1822. By an act of 1827 the original plan of the city was modified by vacating parts of certain streets and alleys, as now represented, and squares numbered 11 to 20 inclusive on the north, and 78 to 101 inclusive on the south part of the city were authorized to be sold as out-lots. The survey of the remaining part of the donation authorized by the law of 1831. Plat filed in the Recorder's Office of Marion County, Indiana, July 5th, 1831.

5 Lewis Robbins wife } August 26. 1855
Thomas J. Bristow - } Record 25 page 656
Joseph Bristow } Same lots 44 & 45

6 Joseph Bristow - } November 26. 1866
Thomas J. Bristow wife } Record 31 page 608
William Dorrill } Same lots 44 & 45

7 William Dorrill wife } January 13. 1870
William K. Davis } Record 41 page 531
Same lots 44 & 45

8 Ruth T. Davis } Superior Court
Charles H. Davis } February 11. 1874
Mary H. Davis } Complete Record 5 page 167
Partition.

Proceedings show that Wm. K. Davis died intestate July 6. 1871 leaving Ruth T. Davis widow - and Charles H. Davis William Davis children, that William Davis died July 13. 1873 leaving a widow Mary H. Davis but no children -

Commissioners herein set off to Ruth T. Davis Lot 45 and all of lot 44 except 27 feet of South side thereof

No 1 Agents of State deed } May 2. 1834
 Nicholas McCarty } Rec'd D. page 530-
 } Out bk 120

2 Nicholas McCarty died intestate May 17. 1854 - Estate settled in Common Pleas Court Jan'y 7. 1860. Complete Record 11 page 66. Settlement shows his only heirs to be Margaret McCarty widow and Nicholas McCarty - Frances J McCarty - Margaret R. McCarty and Susanna McCarty Day Children.

The interests of Margaret McCarty as widow of Nicholas McCarty deceased was set off and assigned to her out of other Real Estate of said deceased than that above named - see proceedings in Common Pleas Court October Term 1854 Complete Record 4 page 159

3 Nicholas McCarty - Frances J McCarty - Margaret R. McCarty and Susanna McCarty Day husband and wife divided the East part of Out bk 120 into 161 lots Jan'y 27. 1863 as recorded in Plat Book 2 page 86

4 Susanna McCarty - Day Subsd } February 9. 1864
 Nicholas McCarty - } Record 20 page 540
 Frances J. McCarty - } Lots 44 + 45
 Margaret R. McCarty - } McCarty's Sub. of
 } East part Out bk 120
 Louis Robbins

9 Ruth T. Davis widow
of William K. Davis } August - 5. 1880
Warrant } Record 135 page 448
William J. Gray } Lot 45 and 3 feet off north
side of St 44 M'Carthy's Sub-
of East park Oak St 120

x 10 William J. Gray wife
Warrant } June 23. 1883
Emma A. Winsor } Record 143 page 232
Same Real Estate

x 11 Emma A. Winsor - unannued
Warrant } March 30. 1885
Mary B. Ames } Record 174 page 385
Same Real Estate

x 12 Mary B. Ames unannued
Warrant } May 25. 1885
Emma A. Winsor } Record 176 page 225
Lot 45 and 3 feet off
the north side of St 44 M'Carthy's Subdivision of East
park of Oak St 120

Incumbrances

3/25/90
Sat. (7)
Released
March 25 1890

Emma A. ~~Winton~~ ^{Winton} } April 3, 1886
 John ~~Winton~~ ^{Winton} } Record 145 page 123
 Secured by ~~Indiana Title Guaranty & Loan Co.~~ } Same book 45 & page 44
 1 year - Interest 7% payable semi annually

3/25/90
Sat. (7)
Released
March 25 1890

Emma A. Winton - ~~Winton~~ } April 5, 1886
 Charles ~~Winton~~ ^{Winton} } Record 145 page 125
 Secured by ~~Indiana Title Guaranty & Loan Co.~~ } Same book 45 & page 44
 18 months - Interest 7% - pay-
 able semi annually

1889 - 7/1/90
 SINCE PAID IN FULL
 INDIANA TITLE GUARANTY & LOAN CO.
 No. 11

March 21, 1890

The foregoing is the Chain of Title and incumbrances
 in cumbrances on lot 45 & 3 feet off North side 44
 N. East's sub. of East park Sub. lot 120 as appears
 from examination of Record of Records Office and
 De Penders Record and Judgment docket of
 Circuit and Superior Courts

Elliott & Satter

Continuation of Abstract of Title to Lot 45 and Three feet off of the North side of Lot 44 in McCarty Subdivision of the East part of Out Lot 120 in the City of Indianapolis, Indiana.

Prepared for L. E. Haag, since date of March 21, 1890.

AFFIDAVIT

17 p 11
Sept. 7, 1881
Recorded
Jan. 23, 1893

STATE OF INDIANA, MARION COUNTY, SS: I, Henry Day, the undersigned, being duly sworn according to law say, that ever since the year 1857, I was acquainted with the family of the Nicholas McCarty to whom the Agent of State deeded Out Lot 120 in the City of Indianapolis, Indiana, on the 2nd day of May 1835, which deed is recorded on page 535 of Marion County Deed Record "D". That said Nicholas McCarty died previous to the Fall of 1854; that he left Margaret McCarty, his widow surviving him; that the only children he left surviving him were Nicholas McCarty, Junior, Margaret R. McCarty, Frances J. McCarty and Susanna McCarty, who subsequently married affiant; that he left surviving him no grandchildren by deceased sons or daughters; that the said Nicholas McCarty, Junior, Frances J. McCarty and Margaret R. McCarty were of age and unmarried on the 9th day of February 1864; and that the said Susannah McCarty affiant's wife was of age on the 9th day of February 1864.

(Signed) Henry Day

Subscribed and sworn to before me this 7th day of September 1881.

(Signed) William Watson Woollen,
Notary Public, (L.S.)

218 p 144
Mch. 5, 1890
Recorded
Mch. 25, 1890

Emma A. Winser, widow

Warranty Deed

to
Louisa Haag.

Let No. 45 and 3 feet off the North Side of Lot No. 44 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis.

Subject to a mortgage incumbrance of \$900.00 on said premises which said Louisa Haag hereby assumes and agrees to pay as a part of the above named consideration.

There are no further conveyances.

Louisa Haag died testate August 15, 1910.

Will Record
K. p 595
Dec. 17, 1903

LAST WILL AND TESTAMENT OF LOUISA HAAG, DECEASED, PROBATED SEPTEMBER 21, 1910.

I, Louisa Haag of Marion County, in the State of Indiana, revoking all wills heretofore made, do make, and publish, this my last Will and Testament.

Item 1. I give, devise and bequeath unto my daughter Elnora C. Haag, the following described real estate, to-wit:- Lot Numbered 45 and 3 feet of even width off of the North side of Lot number forty four (44) in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis, in Marion County, in the State of Indiana To Have and To Hold the fee simple title thereto. I also give, devise and bequeath unto my said daughter Elnora C. Haag all of my personal property of whatsoever nature.

Item 2: I give, devise and bequeath unto two of my sons, namely, Julius A. Haag and Louis E. Haag in

(over)

undivided equal parts, the following described real estate to-wit:-

Lot 27 in Horace R. Allen's Subdivision of part of Out Lot 181 of the Denation Lands in the City of Indianapolis in Marion County, in the State of Indiana, as shown by plat book No. 3 on page 215 in the office of the Recorder of Marion County, Indiana, to have and to hold the fee simple title thereto.

Item 3. I give, devise and bequeath unto my son, Louis E. Haag the following described real estate, to-wit:

Lot Numbered one (1) in Wm. M. Blythe's Subdivision of lots Nine (9) and Ten (10) Block two (2) of Harris' Subdivision of Out Lot 157 in the City of Indianapolis, in Marion County, in the State of Indiana.

This bequest is made on the express condition that said Louis E. Haag shall pay to Wilkinson M. Haag, the sum of \$500.00 dollars and all of the debts and liabilities of the testator, funeral expenses of the testator and the expenses of administration upon her estate, which indebtedness, expenses and bequest of \$500.00 is hereby made a charge against the said described real estate in this item, and if the said Louis E. Haag refuses to accept said bequest to him in this item made, burdened with such charges, then the same shall have no effect, and my executor is directed to sell and convey the said real estate in this item described, and with the proceeds pay the said various charges, including the said \$500.00 dollars bequest, debts of testator, funeral expenses, of testator and expenses of administering upon the estate of testator, and the surplus if any to be divided among my four children herein named.

Item 4. I give, devise and bequeath unto Louis E. Haag, Trustee herein, for the purpose of carrying out the provisions herein the following described real estate to-wit:-

Lot Numbered forty-two (42) in Ingram Fletcher's First Addition to the City of Indianapolis, in Marion County, in the State of Indiana, to have and to hold the title and possession thereof as such trustee, manage and rent the same, and after paying taxes and assessments necessary repairs and not to exceed two per cent of the rents as a compensation for such trustee to pay the net income derived therefrom to my son, Emil A. Haag, as long as he shall live, and upon the death of the said Emil A. Haag, to pay such income to Louis Herbert M. Haag until he shall have arrived at the age of 21 years, at which time the said trustee is directed to convey the said real estate to the said Louis Herbert M. Haag in fee.

In the event, however, the said Emil A. Haag shall live until the said Louis Herbert M. Haag shall have reached the age of 21 years, then I direct said Trustee to convey the said real estate to the said Louis Herbert M. Haag upon the death of the said Emil A. Haag.

And provided further that in the event that the said Emil A. Haag shall survive the said Louis Herbert M. Haag, I direct the said trustee to convey the said real estate upon the death of said Emil A. Haag to Julius A. Haag, Louis R. Haag, and Elnora C. Haag, in undivided equal parts, or to the survivors or the survivor thereof.

In the event there is a vacancy in the said trusteeship, I appoint Julius A. Haag to act as such trustee to fill such vacancy and if he cannot serve, then that Elnora C. Haag fill such vacancy and act as such trustee, and the said trust be fully and completely executed in all things in accordance with the intention of the testator as herein expressed.

Item 5: I hereby nominate and appoint Louis E. Haag Executor of this will.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of December, 1903.

(Signed) Louisa Haag (Seal)

We, the undersigned, attesting witnesses, hereby certify that the above named Louisa Haag signed the above instrument and acknowledged the execution thereof in our presence as her last Will and Testament and that we signed this attestation at her request and in her presence and in the presence of each other this 17th day of December, 1903.

WITNESS our hands and seals.

(Signed) A. W. Patterson, (Seal)
Charles Remster (Seal)

Transcript of above will recorded June 7, 1913 in Town Let Record 572 page --

Estate Docket
37 p 9923

September 21, 1910, Bond filed and Louis E. Haag appointed and qualified as Executor of the last Will and Testament of Louise Haag, deceased, see Order Book 13, page 64.

October 10, 1910. Proof of notice of appointment filed.

April 3, 1913, Final Report filed.

April 26, 1913. Proof of final notice filed.

April 26, 1913. Proof of posting filed, final report approved and estate closed, see Order Book 24, page 45. Administrator's Reports 44 page 76.

NOTICE OF MECHANIC'S LIENS.

79 p 230

Recorded
Dec. 13, 1913

R. S. Fester Lumber Company
to
Jacob Wexler
A. & R. Rabinowitz.
Let 44 in McCarty's Subdivision of the
East part of Out Lot 120.
\$126.31

Notice of
Mechanic's
Liens

Handwritten: mwp
D. J.

Taxes for the year 1920 first installment paid
Second installment net paid

Taxes for the year 1921 now a lien.

As shown of these taxes are now
FULLY PAID.
BY M. BROWN AS TRUSTEE
BY *[Signature]*

Indianapolis, Indiana May 3, 1921.

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 encumbrances of record on tract as described in Caption.

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

INDIANA TITLE GUARANTY & LOAN CO

[Signature]
Notary Public

K & E
Compared with "T"

Addenda to Abstract of Title Lot 45 and Three feet off of the North side of Lot 44 in McCarty Subdivision of the East part of Out Lot 120 in the City of Indianapolis, Indiana.

Prepared for L. E. Hagg.

#2 of Abstract.

IN THE COURT OF COMMON PLEAS OF MARION COUNTY, OCTOBER TERM 1854.

No. 102
Order Book
148 p 278
Complete Record
4. page 159

Suit filed
June 23, 1854

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

Petition for
Partition

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 Jr. and Frances J. McCarty the said Nicholas and Frances J. being then and now infants within the age of twenty one 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 No. 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 Road, Indianapolis State Road, except one hundred and thirteen feet ten inches off of the North end thereof, also out lots No. 112, 113, 114, 118, 119 and 120 in the City of Indianapolis, also lots No. 146, 145, 155 and 156 in Block No. 17 in McCarty's Addition to the City of Indianapolis; also Lot No. 15, in Block No. 17, Lot No. 39 in Block No. 24, Lots 92, 93, 94, 95 and 96 in Block No. 110. Lot No. 138 in Block 109, and lots No. 23, 29, 30, 19, 20 and 21 in Block No. 116, all in McCarty's Addition to the City of Indianapolis; also lots No. 9 and 11 and 7-1/2 feet off of the East side of Lot No. 8, in Block No. 59, in the City of Indianapolis; Also so much of Block No. 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 No. 99 in said City of Indianapolis as lies South of the Indianapolis and Cincinnati Rail Road 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 forty and 75/100 acres, except five-8/100 acres off the South end 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 of said premises in fee simple and the said children before named are as heirs of the deceased are the joint owners of the remaining two thirds undivided

Your petitioner 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 further relief.

(Signed) Newcomb and Harvey
Attys. for petitioner.
Decree

Margaret McCarty,
versus

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

This day comes the petitioner by Newcomb and Harvey her attorneys and it appears to the satisfaction of the court by the return of the sheriff on the writ of summons herein issued, that the said defendants have been duly served with process more than ten days before the first day of the present term of this court, which writ of summons and the sheriff's return indorsed thereon are in these words (here insert them) And thereupon said defendants Susanna McCarty and Margaret R. McCarty are each three times called and come not, but make default whereby said petition as to said defendants Susanna and Margaret R. remains unanswered and undefended. And on motion of the petitioner Lucian Barbour is by the Court appointed guardian ad litem for said defendants Nicholas McCarty, Junior, and Frances J. McCarty who are infants within the age of twenty one years. And said Lucian Barbour now comes into open court accepts said appointment, and files his answer as such guardian ad litem in these words (here insert) 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 find 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 petitioner. It is therefore adjudged by the court that partition be made of said premises and that one third part of said premises, to-wit: so much of Block No. 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 one hundred and thirteen feet ten inches off of the North end thereof; Also out lots No. 112, 113, 114, 118 119 and 120 in the City of Indianapolis; Also lots No. 146, 145, 155 and 156 in Block 17 in McCarty's Addition to the City of Indianapolis; Also Lot No. 15 in Block No. 17, Lot No. 39, in Block No. 24. Lots No. 92, 93, 94, 95 and 96 in Block No. 110, Lot No. 138 in Block No. 109, and lots No. 23, 29, 30, 19, 20 and 21 in Block No. 116 all in McCarty's Addition to the City of Indianapolis; also lots No. 9 and 11 and 7-1/2 feet off of the East Side of lot No. 8 in Block No. 59 in the City of Indianapolis; also so much of Block No. 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 Street and 374 feet 6 inches on Alabama Street; also so much of block No. 99 in the City of Indianapolis as lies South of the Indianapolis and Cincinnati Rail Road Depot being 365 feet on Delaware Street and 365 feet on Alabama Street; Also the North part of the West Half of the North West Quarter of Section 13, in Township 15, North of Range No. 3 East, containing 40-75/100 acres, except, 58/100 acres off of the South and adjoining N. B. Palmer's land heretofore sold and conveyed to the Madison and Indianapolis Railroad Company, be assigned and set off to the said petitioner Margaret McCarty in severalty forever.

And the court now appointed James Blake, Andrew Wilson, and James Wood, three disinterested free-holders of the County of Marion not of kin to any of the parties 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.

STATE OF INDIANA, MARION COUNTY, SS:

I, William Stewart clerk of the Marion Circuit Court of Common Pleas do hereby certify that the foregoing is a true copy of the decree of partition and dower in the above case.

Witness the seal of said court and my name at Indianapolis this 31st day of July 1854.

STATE OF INDIANA, MARION COUNTY: SS:

James Blake, Andrew Wilson and James Wood, the commissioners appointed by the court of Common Pleas of Marion County to make partition of the lands and lots mentioned above, and in pursuance of the above order of said Court, being sworn declare on oath that they will faithfully perform the duties of the trust confided to them as such commissioners. (Signed) James Blake, Andrew Wilson and James Wood.

Subscribed and sworn to before me the undersigned a Notary Public of said County of Marion this thirteenth day of October 1854.

Witness my hands and Notarial Seal.

(Signed) Jonathan S. Harvey
Notary Public.

Filed
Oct. 13, 1854

The undersigned commissioners appointed at the July Term of said Court in the year 1854 to make partition of and assign to Margaret McCarty one third part of the following described real estate situate in said County of Marion and State of Indiana, to-wit: so much of block No. 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 one hundred and thirteen feet and ten inches off of the North end thereof; also out lots No. 112, 113, 114, 118, 119 and 120 in the City of Indianapolis; also lots No. 145, 146, 155 and 156 in Block 17 in McCarty's Addition to the City of Indianapolis; Lot No. 15 in Block No. 17; Lot No. 39 in Block No. 24; Lots No. 92, 93, 94, 95 and 96 in Block No. 110, Lot No. 138 in Block No. 109; lots No. 23, 29, 30, 19, 20 and 21 in Block No. 116, all in McCarty's Addition to the City of Indianapolis; also lots No. 9 and 11 and 7-1/2 feet off of the East Side of lot No. 8, in Block No. 59, in the City of Indianapolis;

Also so much of Block No. 84 in the City of Indianapolis as lies South of the Union Railroad track and North of the Indianapolis and Cincinnati Railroad Depot, being 207 feet and 8 inches on Delaware Street and 374 feet 6 inches on Alabama Street; also so much of block No. 99 in the City of Indianapolis as lies South of the Indianapolis and Cincinnati Railroad Depot, being 365 feet on Delaware Street and 365 feet on Alabama Street; also the North part of the West half of the Northwest quarter of Section 13, in Township 15, North, of Range No. 3, East, containing 40-75/100 acres, except 5-8/100 acres off of the South end adjoining N. B. Palmer's land heretofore sold and conveyed to the Madison and Indianapolis Railroad Company. 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 parts and parcels above described to-wit:- Lots No. 15, 145, 146, 155 and 156 in Out Block No. 17, lot No 39 in Out Block No. 24 lots, No. 92, 93, 94, 95 and 96 in Out Block No. 110; Lot No. 138 in Out Block No. 109; Lots No. 23, 29, 30, 19, 20 and 21 in Out Block No. 116; Out Blocks No. 112, 118 and 119; All in McCarty's Addition to the City of Indianapolis; Also 55 feet of square No. 84 lying immediately North of the Indianapolis and Cincinnati Railroad Depot, in the City of Indianapolis, containing 53/100 of an acre; also part of Out Block No. 25, lying West of the Indianapolis and Madison State Road, containing 1-36/100 acres, including the buildings thereon; Lot in said Out Block No. 25, lying East of Indianapolis and Madison State Road off the North end of said Out Lot and adjoining lot sold to Frederick Wright, commencing at the Southeast corner of said lot on Pennsylvania Street running South on said street 45 feet thence West to the Indianapolis and Madison State Road, thence North West on said Indianapolis and Madison State Road 47 feet 10 inches to the corner of Frederick Wright's lot, thence East along the South line of said lot to Pennsylvania Street to the place of beginning, in pursuance of the order of said court hereto attached.

Given under our hands this 13th day of October A. D. 1854

(Signed) Andrew Wilson, James Blake, James Wood.

Commissioners fees: James Blake 3 days \$1.50 \$4.50
James Wood 4 days \$1.50 \$6.00

Acknowledged in open court October 13th, 1854.

(Signed) Wm. Stewart, Clerk.

Respectfully

INDIANA TITLE GUARANTY & LOAN CO

John C. ...
James C. ...

22491

1.

INDIANAPOLIS

A Continuation of an Abstract of Title to Lot numbered Forty Five (45), also a strip of ground of the uniform width of 3 feet taken by parallel lines off the North side of Lot 44, all in McCarty's Subdivision of the East part of Out Lot 120 of the Donation lands of the City of Indianapolis, the plat of which appears of record in the office of the Recorder of Marion County, Indiana, in Plat Book 2 at page 86 thereof.

TITLE

Prepared for W. T. Cannon, since date of May 3, 1921.

CONVEYANCES.

OF

Belle Bristow

Affidavit

Misc. Record
119 page 199
May 23, 1921
Recorded
May 24, 1921

2.

ABSTRACTS

Belle Bristow says that she is the widow of Joseph Bristow, late deceased, who died in the City of Indianapolis, Indiana, on the 18th day of January 1920: that said Joseph Bristow and Thomas J. Bristow, his brother were the grantors named in the conveyance of November 26, 1866, duly recorded in Deed Record of Town Lots No. 31 at page 608 of the Records in the office of the Recorder of Marion County, Indiana, and that said Joseph Bristow was unmarried at the time of his execution and delivery of said deed of November 26, 1866, to William Dorrell, and said Joseph Bristow and this affiant were not married until some years after the time of this conveyance.

Mrs. Belle Bristow

Deed Record
Town Lots
648 page 320
May 24, 1921
Recorded
May 26, 1921

3.

L. M. Brown Abstract Co.,

Elnora C. Haag, unmarried,

Warranty Deed

to

Sam M. Passo and
Sophia Passo, husband and wife and
Sam M. Calderon and
Fanny Calderon, husband and wife,

Lot No. 45 and a strip of ground of the uniform width of 3 feet off the entire North side of Lot 44 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis as shown by the plat thereof recorded in Plat Book 2 page 86 in the office of the Recorder of Marion County, Indiana; the grantor herein being the daughter of Louisa Haag, deceased, to whom said real estate was devised by will recorded in Will Record K at page 595 of the Records in the office of the Clerk of Marion County, Indiana, conveys the undivided one half of said described real estate to said M. Passo and Sophia Passo, as tenants by the entirety and the other undivided one half thereof to said Sam M. Calderon and Fanny Calderon, husband and wife, as tenants by the entirety.

4.

INDIANAPOLIS

We find no further conveyances.

ENCUMBRANCES.

MORTGAGES.

Mtg. Record
792 page 132
May 24, 1921
Recorded
May 26, 1921

Sam M. Passo and
Sophia Passo, his wife,
Sam M. Calderon and
Fanny Calderon, his wife,
to

Mortgage record appears the entry
FULLY PAID AND SATISFIED.
L. M. BROWN ABSTRACT CO.
Russell a Fair

5.

TITLE OF

The Railroadmen's Building
and Savings Association

Lot 45 and 3 feet off of the North side of Lot 44
in McCartys Subdivision of the East part of Out Lot
120 in the City of Indianapolis.

*Satisfied on
margin Aug 16
1928 RR*

To secure the payment of a certain promissory note
of even date of herewith payable at the office of said
association, in the principal sum of \$1500.00, with
interest at the rate of 6 $\frac{1}{2}$ % per annum, until paid, to-
gether with certain dues, fines, attorney's fees, etc.

ABSTRACTS

MECHANIC'S LIENS.

6.

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

7.

L. M. Brown Abstract Co.,

JUDGMENTS.

Search is made as to judgments which may have been
entered against Elnora C. Haag, from May 3, 1921, to
May 26, 1921, both inclusive.

Sam M. Passo and Sophia Passo, jointly, for the
period of ten years last past, no search has been
made for judgments which may have been entered against
either of them individually.

Sam M. Calderon and Fanny Calderon, jointly, for the
period of ten years last past, no search has been made
for judgments which may have been entered against either
of them individually.

(None found unsatisfied).

Barrett Book
369. page 319

8.

*5/10 pd to inc
May 1930
since paid
in full
Dm*

INDIANAPOLIS
TITLE

ASSESSMENTS.

Sam. M. Passo, etal

to
Pavement 1st alley West
of Meridian St. from Wilkins St.
to Ray Street

Lot 45 as above assessed \$60.93, in installments under
the Barrett Act, approved by the Board of Public Works
of the City of Indianapolis, on December 7, 1925.
5/10 paid to and including May 1928 installment.

5/10
Record shows this assessment
paid inc... May 1930 installment.
L. M. BROWN ABSTRACT CO.
Assessment
BY *Parsons*

Duplicate
146 page 701

9.

*5-3-65
Checked by
Lawyer TIG
By*

OF
ABSTRACTS

Sam M. Passo, etal
to

Assessment

Pavement 1st alley West
of Meridian St. from
Wilkins St. to Ray St.

Part Lot 44 as above assessed \$6.09, approved by the
Board of Public Works of the City of Indianapolis, on
December 7, 1925.
Not paid and delinquent with penalty.

TAXES.

10.

Taxes for year 1927 assessed in name of Sam M. and
Sophia Passo, and Sam and Fanny Calderon, General Tax
Duplicate No. 78546, Center Township, Indianapolis,
are due and payable the first Monday in May and the
first Monday in November of year 1928.

May installment \$15.18 Paid
Nov. installment \$15.18 Unpaid

11.

Taxes for year 1928 became a lien March 1st and are
due and payable in May and November 1929.

*Since Paid
L. M. Brown Abstract Co.,*

*AS shown on record these taxes are now
FULLY PAID
L. M. BROWN ABSTRACT CO.
BY *Parsons**

12.

INDIANAPOLIS

August 1, 1928

CERTIFICATE

The undersigned, L. M. BROWN ABSTRACT COMPANY, a corporation, hereby certifies that the foregoing, within the limits of the period of search herein specified, is an abstract of the title to and unsatisfied encumbrances upon, the real estate described in the caption hereof.

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

TITLE

I. IN THE OFFICE OF THE RECORDER OF MARION COUNTY, search made for deeds, affidavits, miscellaneous instruments affecting the title, unsatisfied mortgages, mechanics liens, and Federal tax liens, all as now entered up and indexed.

OF

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

ABSTRACTS

III. IN THE OFFICE OF THE TREASURER OF MARION COUNTY, search made in the current tax duplicate for unpaid taxes and in the assessment duplicates for unpaid municipal improvement assessments as the same now appear in the hands of the treasurer for collection, which are a lien upon the real estate for which this examination is prepared.

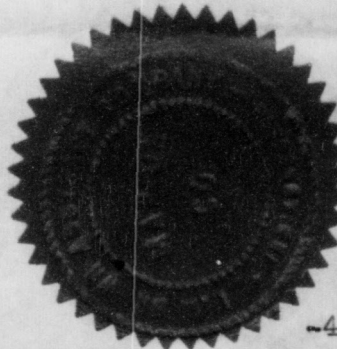
IV. IN THE OFFICE OF THE CLERK OF THE MARION CIRCUIT COURT, search made in the Lis Pendens records of complaints and attachments, the will records and estate and guardianship dockets, and the general judgment dockets of the Marion Circuit Court; of the Superior Courts of Marion County, of the Probate Court of Marion County, and of the Civil Municipal Courts of Marion County, as said records and dockets are now indexed.

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

The period of search covered by this Certificate is from May 3, 1921, to August 1, 1928, and covers Paragraphs No. 1 to 12 both inclusive and sheets No. 1 to 4, both inclusive.

L.M. BROWN ABSTRACT COMPANY

By *[Signature]*



L. M. Brown Abstract Co.

LL

1.

INDIANAPOLIS

Continuation of an abstract of title to Lot numbered forty-five (45), also a strip of ground of the uniform width of 3 feet taken by parallel lines off the north side of Lot 44, all in McCarty's Subdivision of the east part of Out Lot 120 of the Donation lands of the City of Indianapolis, the plat of which appears of record in the office of the Recorder of Marion County, Indiana, in Plat Book 2 at page 86 thereof.

TITLE

Prepared for W. T. Cannon, since date of August 1, 1928

CONVEYANCES

Deed Record
Town Lots
824 page 159
Aug. 10, 1928
Recorded
Aug. 14, 1928

OF

Sam M. Passo
(signs Sam Passo) and
Sophia Passo, his wife
to

Warranty Deed

ABSTRACTS

Sam M. Calderon and
Fanny Calderon,
husband and wife.

2.

An undivided one half interest in and to Lot No. 45 and a strip of ground of the uniform width of 3 feet off the entire north side of Lot 44 in McCarty's Subdivision of the east part of Out Lot 120 in the City of Indianapolis, as shown by the plat thereof recorded in Plat Book 2 page 86 in the office of the Recorder of Marion County, Indiana.

Subject to all unpaid taxes and assessments.

3.

WE FIND NO FURTHER CONVEYANCES

ENCUMBRANCES

MORTGAGES

Mtg. Record
1027 page 157
Aug. 10, 1928
Recorded
Aug. 14, 1928

Sam M. Calderon, and
Fanny Calderon, his wife
to

The Railroadmen's Building
and Savings Association

Mortgage

4.

Colon margin
Em

Lot 45 also a strip of ground of the uniform width of 3 feet taken by parallel lines off the north side of Lot 44 in McCarty's Subdivision of the east part of Out Lot 120 of the donation lands of the City of Indianapolis.

L. M. Brown Abstract Co.,

INDEXED OF RECORD
M. BROWN ABSTRACT CO., INC.
Pres. Mgr.

INDIANAPOLIS

To secure the payment of a certain promissory note of even date hereof payable at the office of said association, on or before ten years from date in the principal sum of \$1500.00 with interest at the rate of 6 1/2 % per annum until paid, together with certain dues, fines, attorney's fees, etc.

MECHANIC'S LIENS

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

TITLE

JUDGMENTS

6. Search is made and strictly limited for judgments which may have been entered against the following parties solely under the names as herein written and not otherwise:
Sam M. Passo and Sophia Passo, jointly from August 1, 1928 to August 14, 1928 inclusive.
Sam M. Calderon and Fanny Calderon jointly from August 1, 1928 to date.
None found unsatisfied.

OF ABSTRACTS

ASSESSMENTS

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

TAXES

8. Taxes for the year 1929 assessed in name of Sam M. & Fanny Calderon General Tax Duplicate No. 58713 Indianapolis, Center Township, are due and payable the first Monday in May, and the first Monday in November 1930.

May installment \$16.53 paid.
Nov. installment \$16.53 not paid.

9. Taxes for the year 1930 became a lien ~~March 1st~~ are due and payable in May and November 1931.

L. M. Brown Abstract Co.,

*Since Paid
C/M*

Full and complete record of record these taxes are now
FULLY PAID.
L. M. BROWN ABSTRACT CO., INC.
BY *[Signature]*
PRES. & MGR.

10.

July 5, 1930

CERTIFICATE.

INDIANAPOLIS

The undersigned, L. M. BROWN ABSTRACT COMPANY, a corporation, hereby certifies that the foregoing, within the limits of the period of search herein specified, is an abstract of the title to and unsatisfied encumbrances upon, the real estate described in the caption hereof.

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

TITLE

I. IN THE OFFICE OF THE RECORDER OF MARION COUNTY, search made for deeds, affidavits, miscellaneous instruments affecting the title, unsatisfied mortgages, mechanics liens, and Federal Tax Liens, all as now entered up and indexed.

OF

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

ABSTRACTS

III. IN THE OFFICE OF THE TREASURER OF MARION COUNTY, search made in the current tax duplicate for unpaid taxes and in the assessment duplicates for unpaid municipal improvement assessments as the same now appear in the hands of the Treasurer for collection, which are a lien upon the real estate for which this examination is prepared.

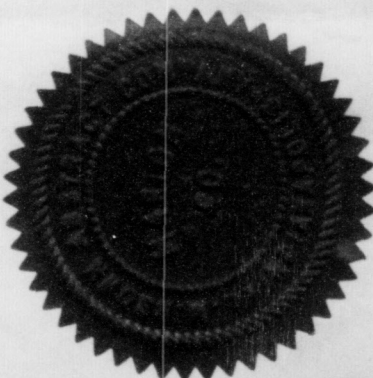
IV. IN THE OFFICE OF THE CLERK OF THE MARION CIRCUIT COURT, search made in the Lis Pendens records of complaints and attachments, the will records and estate and guardianship dockets, and the general judgment dockets of the Marion Circuit Court, of the Superior Courts of Marion County, of the Probate Court of Marion County, and of the Civil Municipal Courts of Marion County, as said records and dockets are now indexed.

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

The period of search covered by this Certificate is from August 1, 1928 to July 5, 1930 and covers Paragraphs No. 1 to 10 both inclusive and sheets No. 1 to 3 both inclusive.

L. M. BROWN ABSTRACT COMPANY.

By *Russell A. Furr, Mgr*



L. M. Brown Abstract Co.,

1.

Continuation of an abstract of title to Lot numbered forty-five (45), also a strip of ground of the uniform width of 3 feet taken by parallel lines off the north side of Lot 44, all in McCarty's Subdivision of the east part of Out Lot 120 of the Donation lands of the City of Indianapolis the plat of which is recorded in Plat Book 2 page 86 thereof.

Prepared for Railroadmen's Federal Savings and Loan Association of Indianapolis since date of July 5, 1930.

INDIANAPOLIS

CONVEYANCES

Misc. Record
224 page 2
July 18, 1930
Recorded
July 21, 1930

TITLE

Sam M. Passo

Affidavit

2.

OF

Affiant says that he is of lawful age and resides in the City of Indianapolis, Marion County, Indiana; affiant further states that he is one and the same person as the Sam M. Passo one of the grantees in a certain Warranty Deed executed May 24, 1921, by Elnora C. Hagg, unmarried, as per Deed Record Town Lots 648, page 320 of the records in the office of the Recorder of Marion County, Indiana, conveying the following described real estate situated in Marion County, Indiana, to-wit: Lot 45 and a strip of ground of the uniform width of 3 feet off of the entire North side of Lot 44 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis.

ABSTRACTS

Affiant further states that he is one and the same person as the Sam Passo, one of the grantors in a certain Warranty Deed executed August 10, 1928 to Sam M. Calderon and Fanny Calderon, husband and wife, as per deed record town lots 824, page 159 of the records in the office of the Recorder of Marion County, Indiana.

This affidavit is made for the purpose of inducing the Railroadmen's Building and Savings Association to make a first mortgage loan on the above described real estate.

Sam M. Passo

3.

WE FIND NO FURTHER CONVEYANCES.

ENCUMBRANCES

4.

MORTGAGES

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

L. M. Brown Abstract Co.,

5.

INDIANAPOLIS

MECHANIC'S LIENS

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

6.

TITLE

OLD AGE ASSISTANCE LIENS

Provided by the Acts concerning Public Welfare, approved March 12, 1947.

Search has been made as to Old Age Assistance Liens filed in the office of the Recorder of Marion County, as to the persons listed, and for the period specified in the following Judgment Search.

We find none.

OF

7.

ABSTRACTS

JUDGMENTS

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

Sam M. Calderon and Fanny M. Calderon jointly and not individually for 10 years last past.

None found unsatisfied.

8.

L. M. Brown Abstract Co.,

ASSESSMENTS

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

INDIANAPOLIS

9. TAXES
 TITLE Taxes for the year 1949 paid in full.
10. ABSTRACTS
 TAXES Taxes for the year 1950, assessed in name of
 Sam M. and Fannie Calderon are due and payable the first
 Monday in May and the First Monday in November, 1951.
 General Tax Duplicate No. 220173
 Parcel No. 11091
 Center Township of Indianapolis
 May installment \$34.67 paid
 Nov. installment \$34.67 unpaid
11. TAXES Taxes for year 1951 became a lien March 1st and are due
 and payable in May and November of the year 1952.

L. M. Brown Abstract Co.,

ZONING

12.

INDIANAPOLIS

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

TITLE

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

OF

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

ABSTRACTS

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

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

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

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

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

L. M. Brown Abstract Co.,

A 16478

CERTIFICATE

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

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

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

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

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

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

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

The period of search covered by this certificate is
from July 5, 1930 to and including
June 4, 1951

and covers Paragraphs No. 1 to 13.
both inclusive, and Sheets No. 1
to 5. both inclusive.



L. M. BROWN ABSTRACT COMPANY

By *Russell A. Jones*
President & Mgr.

ch

Established 1868

OFFICERS
 RUSSELL A. FURR
 PRESIDENT
 VOLNEY M. BROWN
 VICE-PRESIDENT
 FRED G. APPEL
 VICE-PRESIDENT
 CORNELIUS O. ALIG
 TREASURER
 EDSON T. WOOD,
 SECRETARY
 ARCHIE H. ADAMS
 ASST. SECRETARY
 JACOB F. DELKER
 MANAGER

L. M. BROWN ABSTRACT CO., Inc.

150 1/2 EAST MARKET STREET

Phone Market 3448

ABSTRACTS—TITLE INSURANCE—ESCROWS

Capital \$150,000.00

INDIANAPOLIS 4, IND.

309077

DIRECTORS
 EDSON T. WOOD,
 FERMOR S. CANNON
 VOLNEY M. BROWN
 FRED G. APPEL
 J. ALBERT SMITH
 CORNELIUS O. ALIG
 FRED WUELFING
 EDWARD P. FILLION
 ALBERT E. UHL
 RUSSELL A. FURR
 SAMUEL B. SUTPHIN

In The UNITED STATES DISTRICT COURT

SEARCH FOR BANKRUPTCIES

At the Request of

Railroadmen's Federal Savings and Loan
Association of Indianapolis

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

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

This certificate covers the Indianapolis Division down to and including June 4, 1951 and all other Divisions of the State of Indiana, down to and including June 2, 1951

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

Sam M. Calderon
Fanny Calderon

Dated.....June 4, 1951.....

L. M. BROWN ABSTRACT CO.

By.....*Russell A. Furr*.....
President and Manager

ch

- 1. Continuation of Abstract of Title to Lot Numbered Forty-five (45), also a strip of ground of the uniform width of 3 feet taken by parallel lines off the north side of Lot Forty-four (44), all in McCarty's Subdivision of the east part of Out Lot 120 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 2 page 86 thereof.

INDIANAPOLIS INDIANA

Prepared for Sam M. Calderon
Since date of June 4, 1951

- 2. WE FIND NO FURTHER CONVEYANCES

L. M. BROWN DIVISION

ENCUMBRANCES

MORTGAGES

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

Lawyers Title Insurance Corporation

FINANCING STATEMENTS

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

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

MECHANICS' LIENS

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

OLD AGE ASSISTANCE LIENS

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

We find None.

SEARCH IN THE JUVENILE COURT OF MARION COUNTY, INDIANA

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

We find None.

JUDGMENTS

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

Sam M. Calderon and Fanny Calderon jointly and not individually for 10 years last past.

None found unsatisfied.

ASSESSMENTS

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

INDIANA

TAXES

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

11. Taxes for the year 1963 assessed in the name of
Sam M. and Fannie Calderon

ASSESSED VALUATION:

| | |
|---------------|--------|
| Land | \$ 330 |
| Improvements | \$1380 |
| Exemption | \$ - |
| Net Valuation | \$1710 |

Parcel No. 101-11091
General Tax Duplicate No. 339249
Indianapolis-Center Township

were due and payable the first Monday in May and November
1964.

May installment \$76.54 paid
Nov. installment \$76.54 paid

12. Taxes for the year 1964 are due and payable in May
and November 1965.

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

L. M. BROWN DIVISION
Lawyers Title Insurance Corporation

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

14.

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

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

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

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

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

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

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

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

Computation of Lot Area.

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

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

Restrictions on Reduction of Lot Areas.

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

Restrictions of Floor Areas in Dwelling Houses.

(General Ordinance No. 113, 1952)

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

In Class AA district 1500 square feet;

In Class A1 district 1200 square feet;

In Class A2 district 900 square feet;

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

Building line and Yard Restrictions in U1 and U2 districts.

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

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

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

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

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

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

Garages. Private garage shall not provide storage space for more than one motor vehicle for each 2000 square feet of lot area in U1 district, or 500 square feet in U2 district.

Non-Conforming uses.

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

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

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

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

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

March 26, 1965

15. 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.

O R D I N A N C E

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

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

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

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

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

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

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

DATED: May 31, 1960
ATTEST: Clem Smith,
AUDITOR OF MARION COUNTY, INDIANA.

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

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

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

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

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

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

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

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

19.

CERTIFICATE

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

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

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

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

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

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

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

The period of search covered by this certificate is

from June 4, 1951 to and including
April 26, 1965, 8:00 A.M.

and covers Paragraphs No. 1 to 19
both inclusive, and Sheets No. 1
to 10 both inclusive.

LAWYERS TITLE INSURANCE CORPORATION
L. M. BROWN DIVISION

By

M L Sullivan



1g

Lawyers Title Insurance Corporation

L. M. BROWN DIVISION

Abstracts - Escrows - Title Insurance

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

470639

In The UNITED STATES DISTRICT COURT

SEARCH FOR BANKRUPTCIES

At the Request of

Sam M. Calderon

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

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

This certificate covers the Indianapolis Division down to and including April 26, 1965 8a.m.
and all other Divisions of the State of Indiana down to and including April 20, 1965 8a.m.

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

Sam M. Calderon
Fanny Calderon

LAWYERS TITLE INSURANCE CORPORATION

L. M. BROWN DIVISION

Dated April 26, 1965, 8:00 A.M. By M. L. Sullivan

I-3(52)
Parcel 56

CONDITIONAL SALES CONTRACT

THIS AGREEMENT made and entered into by and between SAM V. CALDERON and FANNY CALDERON, Husband and Wife,
SAM A. MOORE and LUEVENIA MOORE,
hereinafter referred to as the seller, and SAM A. MOORE and LUEVENIA MOORE,
hereinafter referred to as the buyer, WITNESSETH:

That if the buyer shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the seller hereby covenants and agrees to convey and assure to buyer, who hereby agrees to purchase in fee simple, clear of any encumbrances whatsoever except as hereinafter expressed, by good and sufficient deed of general warranty the real estate situated in the County of Marion, State of Indiana, known as 1029-31 South Illinois Street, Indianapolis, Indiana, and more particularly described as follows, to-wit:

Lot numbered forty-five (45), also a strip of ground of the uniform width of 3 feet taken by parallel lines off the north side of Lot 44, all in McCarty's Subdivision of the east part of Out Lot 120 of the Donation lands of the City of Indianapolis, the plat of which is recorded in Plat Book 2, page 86 thereof.

Subject to any and all conditions, utility easements, highways, rights of way, and other restrictions and limitations of record affecting said real estate.

As purchase price of said described real estate, said buyer hereby covenants and agrees to pay to seller the sum of SIX THOUSAND AND 00/100 Dollars (\$ 6,000.00) without any relief from valuation or appraisal laws of the State of Indiana, with attorney's fees, in the following manner, to-wit:

The sum of SIX HUNDRED AND 00/100 Dollars (\$ 600.00) cash in hand at the time of the execution and delivery of this contract, the receipt of which is hereby acknowledged, and the sum of SIXTY AND 00/100 Dollars (\$ 60.00) each and every month hereafter until the remainder of purchase price, principal and interest, has been paid in full. The first payment shall be made on or before the 1st day of March, 1962, at 527 North East Street in the city of Indianapolis, Indiana, or at such other place as seller shall designate, from time to time, in writing, and like payments shall be made on or before the same day of each succeeding month.

It is understood and agreed that the deferred payments on the balance of said purchase price shall bear interest at the rate of Six per cent (6%) per annum, same to be computed semi-annually in advance on January 1 and July 1 upon the sum unpaid at the beginning of such six months period. The amount so found due as interest charge each six months as hereinbefore mentioned shall be deducted from the amount of aggregate monthly payments made during the preceding six months period and the balance remaining of such monthly payments shall then be credited on principal still due.

The buyer shall have the privilege at any time of paying any sum or sums in addition to the payments herein required upon the consideration, and it is understood and agreed that no such prepayment, except payment in full, shall stop the accrual of interest on the amount so paid until the next succeeding semi-annual computation of interest after such payment is made as herein provided.

It is further understood and agreed between the parties hereto as follows: That the buyer will assume and pay the taxes on said real estate beginning with the installment due and payable November, 1962, and all installments due and payable thereafter, and all assessments for municipal and other improvements completed after date of this contract, also, any taxes assessed on this instrument, and will keep improvements on said real estate insured under fire and extended coverage and public liability, said insurance to be carried in responsible companies to be approved by the seller in a sum not less than the balance due on this contract, all policies to be delivered to and retained by seller during the continuance of this contract.

That possession of said real estate shall be given the buyer on or before Sixty (60) days after date of closing and shall continue so long as the buyer shall punctually pay the installments of the purchase price above provided and shall comply with all the other terms and conditions of this agreement; but the title and ownership of said real estate shall remain in the seller or his assigns and no right, title or interest in said real estate, either legal or equitable shall pass by virtue of this agreement, until said purchase price shall have been fully paid and all the terms and conditions of this agreement fully complied with. The seller agrees to furnish an abstract of title showing a merchantable or insurable title in the grantor to date, provided abstract was not furnished by seller at the time of execution and delivery of this instrument, in such an event no further continuation shall be furnished by seller.

Abstract ~~(was)~~ (was not) continued to date by seller at time of execution of this instrument. It is agreed that the seller may obtain a loan upon the real estate herein described, secured by mortgage, at any time during the term of this contract, and from time to time renew the same in such sum and for such period as seller may see fit, not to exceed the balance due on the unpaid balance of this contract. Should seller place a mortgage on said real estate and then fail to meet any payment of principal or interest, then the buyer shall have the right to make such payment or payments and deduct the same from the next payment or payments due the seller under this contract. Seller, however, agrees to pay said mortgage when due or whenever buyer desires to pay off this contract in full.

That the buyer's interest in this contract shall not be sold, assigned, nor otherwise transferred, nor any interest therein nor in said real estate, alienated or leased; nor said real estate occupied by others, nor shall any of the improvements thereon, or hereafter placed thereon be changed, removed, remodelled, or altered in any manner, whatsoever, nor shall any additional improvements be placed thereon, without the written consent of the seller.

That the buyer shall use said premises well and keep same in good repair, at expense of the buyer, and shall not commit waste thereon, and in the event of any breach and reentry by the seller, shall deliver up premises to seller in as good condition as same are now in or may be put in, ordinary wear and tear, ordinances and acts of God excepted. Buyer shall at all times use and maintain said premises in accordance with the laws, ordinances and regulations of the United States of America, the State of Indiana, and the City of Indianapolis. The seller shall have the right at any reasonable time to enter upon and in said premises for the purpose of inspecting same.

In the event said real estate, or any portion thereof, shall be taken by public authority by virtue of condemnation proceedings, any award therefor, but only to the extent that the same does not exceed the unpaid balance due hereunder, shall be paid directly to seller, and forthwith credited to the then unpaid principal balance due hereunder. Such credit, however, shall not serve to postpone any monthly payments thereafter due and payable under the terms hereof, but such credit shall serve to stop the accrual of interest thereon.

That as a part of the consideration, buyer expressly assumes all risk and responsibility for any accident, injury or damage to persons or property as to himself or others, in or about said premises and agrees to hold seller harmless from all liability therefrom.

That if any taxes, assessments or insurance premium be not paid when due, or if any installment of the purchase price or interest thereon, shall become delinquent for a period of Thirty (30) days, or if the buyer shall fail to observe or perform any other conditions or terms of this agreement, the seller may at his option cancel this agreement, take immediate possession of said real estate and remove the buyer or any other person therefrom without any notice or demand whatsoever, the necessity thereof being hereby expressly waived; and in the event of such cancellation, all payments theretofore made by the buyer shall be retained by the seller not as a penalty, but as liquidated damages for the breach of this agreement and in such event all rights and demands of the buyer shall cease and terminate and the buyer shall have no further right, title, interest or claim of any kind or character in or to the real estate described herein, or the legal or equitable title thereto or any of the benefits provided, under the terms of this agreement. Failure or delay of the seller to exercise any option hereunder at the time of any default shall not operate as a waiver of the right of the seller to exercise such option for the same or any subsequent default at any time thereafter.

It is mutually agreed by and between the parties hereto that the time of payment shall be of the essence of this contract, that all of the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties; that there are no representations respecting said real estate or the sale thereof except as in this agreement contained.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 14 day of February, 1962.
Sam V. Calderon and Fanny Calderon (Seal)
Sam A. Calderon and Fanny Calderon, Husband and Wife. (Seal)
Sam A. Moore and Luevenia Moore, Husband and Wife. (Seal)
Sam A. Moore and Luevenia Moore, Husband and Wife. (Seal)
SELLERS BUYERS

ORDINANCE

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

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

(j) Restrictions of Floor Areas in Dwelling Houses.

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

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

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

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

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

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

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

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

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

Dated July 7, 1961

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