

67-26332

As Found

WARRANTY DEED

Project 1-70-3(52)77
Code 0536
Parcel 63

This Indenture Witnesseth, That ANNA OFENGENDER AND ABRAHAM OFENGENDER HER HUSBAND - ELIZABETH M. WORLAND (UNMARRIED) ADULT

of MARION County, in the State of INDIANA Convey and Warrant to

the STATE OF INDIANA for and in consideration of FOUR THOUSAND FIVE HUNDRED ---
\$ 4,500 --- Dollars,

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

LOT 207 IN McCARTY'S SUBDIVISION OF THE MIDDLE PART OF OUT LOT 120 OF THE DONATION LANDS OF THE CITY OF INDIANAPOLIS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 145, 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.



495

RECEIVED FOR RECORD
1967 JUN 19 AM 8:59
MARCIA M. HAWTHORNE
RECORDER OF MARION COUNTY

DULY ENTERED
FOR TAXATION

077418 JUN 19 '67

John T. Sutton
COUNTY AUDITOR

Paid by Warrant No. *A-155593*
A-155594
Dated *6-6-1967*

*W.H.B.
4-25-67*

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 GRANTORS

have hereunto set their hands and seal, this

13th day of *APRIL* 19*67*

Anna Ofengender (Seal) *Elizabeth M. Worland* (Seal)
ANNA OFENGENDER (ADULT WIFE) ELIZABETH M. WORLAND (UNMARRIED ADULT)
Abraham Ofengender (Seal) (Seal)
ABRAHAM OFENGENDER (ADULT HUSBAND) (Seal) (Seal)
(Seal) (Seal)

67-26332

This Instrument Prepared by S. W. BURRES 6/18/65

M.E. Jones
MAY 1967

STATE OF INDIANA, _____ County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, A. D. 19____; personally appeared the within named _____

_____, Grantor _____ in the above conveyance, and acknowledged the same to be _____ voluntary act and deed, for the uses and purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.

My Commission expires _____ Notary Public

STATE OF INDIANA, _____ MARION _____ County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this _____ 13 day of _____ APRIL _____, A. D. 1967; personally appeared the within named _____ ELIZABETH M. WORLAND

_____, Grantor _____ in the above conveyance, and acknowledged the same to be _____ HER 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 _____ OCTOBER 21, 1969 _____ Notary Public FRANK L. CULLIVAN SR

STATE OF INDIANA, _____ MARION _____ County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this _____ 15 day of _____ APRIL _____, A. D. 1967; personally appeared the within named _____ ANNA OFENGENDER AND ABRAHAM OFENGENDER

_____, Grantor _____ in the above conveyance, and acknowledged 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 _____ OCTOBER 21, 1969 _____ Notary Public FRANK L. CULLIVAN SR

67 26332

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 _____ County _____

Duly entered for taxation this _____

day of _____, 19____

Auditor's fee \$ _____

Auditor _____ County _____

63 ENVELOPE

Division of Land Acquisition
Indiana State Highway Commission

INDIANA STATE HIGHWAY COMMISSION

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

June 13, 1967 19

To Anna Ofengender
 Abraham Ofengender
 Elizabeth M. Worland
 5255 N. Park
 Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-155593 6-06 19 67
 in settlement of the following vouchers:
 Transmittal #67-361

Description	Amount
For <u>Purchase</u> on State Road No. <u>I-70</u> in <u>Marion</u> County, Project <u>I-70-3 (52)</u> Parcel No. <u>63</u> as per Grant Warrant Deed, Dated <u>4-13-67</u>	\$4392.88

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received:

By

Date

Elizabeth M. Worland *Abraham Ofengender*
20 June 67 *June 20, 67*
Ab Ofengender

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 — 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46209

June 13

19 67

To Treasurer of Marion County
City County Building
Indianapolis, Indiana

JUL 13 1967

GENTLEMEN:

We enclose State Warrant No. A-155594 6-06 19 67
in settlement of the following vouchers:
Transmittal #67-361

Description	Amount
<p>Deed 7034005. 1009 Church St. Par 101187. Anna & Abraham Zengender</p>	
For <u>Purchase</u> on State Road	
No. <u>I-70</u> in <u>Marion</u>	
County, Project <u>I-70-3 (52)</u>	
Parcel No. <u>63</u> as per Grant/Warranty	
Deed, Dated <u>4-13-67</u>	
	\$107.12

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By Marion County Treasurer G. W. [Signature]
Date 7-10-67

Control

APPRAISAL REVIEW FORM

Division of Land Acquisition
Indiana State Highway Commission

Project I-70-3(52)
Parcel No. 63
Road I-70
County Marion
Owner Jacob H. Calderon Estate
Address 5255 N. Park
Address of Appraised Property:
1009 Church

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. Adv. Acq.
- 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. Adv. Acq.
- 8. I have personally inspected the site and familiarized myself with the parcel on... March 2, 1966
- 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 March 2, 1966 :
(Date)

Estimate of Appraisers:

	By: <u>Day</u>	By:	Approved By Reviewer
(a) The fair market value of the entire property before the taking is:	\$ <u>4,500</u>	\$	\$ <u>4,500</u>
(b) The fair market value of the property after the taking, assuming the completion of the improvement is:	\$ <u>-0-</u>	\$	\$ <u>-0-</u>
The Total Value of Taking Is: (a minus b) TOTAL	\$ <u>4,500</u>	\$	\$ <u>4,500</u>
(1) Land and/or improvements	\$ <u>4,500</u>	\$	\$ <u>4,500</u>
(2) Damages	\$ <u>-0-</u>	\$	\$ <u>-0-</u>
(3) Less non-compensable items	\$ <u>-0-</u>	\$	\$ <u>-0-</u>
(4) Estimated Total Compensation	\$ <u>4,500</u>	\$	\$ <u>4,500</u>

Approved	Date	Signed
	<u>3-2-66</u>	<u>Phillip L. York</u>
Rev. Appr.	<u>3-9-66</u>	<u>James P. Baker</u>
Asst. or Chief Appr.	<u>MAR 11 1966</u>	<u>J. Martin</u>

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

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I-70-3(52)

BUYER'S REPORT NUMBER: 6 COUNTY Marion PARCEL NO. 63

NAME & ADDRESS OF OWNER Anna & Abraham Ofengender
1009 Church Indpls Ind PHONE # at 3-6353

NAME & ADDRESS OF PERSON CONTACTED Treasurer of Marion County.
City County Bldg, Indpls Ind PHONE # _____

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

DATE ASSIGNED 3/11/66 DATE OF CONTACT 4/13/67

OFFER \$ 4500 TIME OF CONTACT 4:00 PM

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

1. () () Checked abstract with owner? (Affidavit taken? Yes ___ No ___)
2. () () () Showed plans, explained take, made offer, etc.?
3. () () () Any Mortgage? (Any other Liens, Judgements? Yes ___ No ___)
4. () () () Explained about retention of Bldgs. (any being retained? Yes ___ No ___)
5. () () () Filled out RAAP Form?
6. () () () Walked over property with owner? (or who? _____)
7. () () () Arranged for payment of taxes? (Explain how in remarks)
8. () () () Secured Right of Entry? (Secured Driveway R.O.E.? Yes ___ No ___ N/A ___)
9. () () () Gave Owner Firm Offer & Eminent Domain Procedures Letter & Explained it?

REMARKS: Mr Cullivan went to the Marion County
Treasurers office to pick up a tax bill
for the taxes for all 1967.

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

Distribution Made

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

Frank L. Cullivan Sr
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. F-70-3(52)

BUYER'S REPORT NUMBER: 5 COUNTY Marion PARCEL NO. 63

NAME & ADDRESS OF OWNER Anna Ofengender and Abraham
Ofengender 1009 Church Indpls Ind PHONE # at. 3-6353

NAME & ADDRESS OF PERSON CONTACTED Elizabeth M. Worland
1009 Church Indpls Ind PHONE # _____

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

DATE ASSIGNED 3/11/66 DATE OF CONTACT 4/13/67

OFFER \$ 4500 TIME OF CONTACT 1:30 P.M.

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 Mrs. Worland to have her sign
as contract buyer of the purchase of this property
by Indiana State Highway. Mrs. Worland signed
the Vouchers and Warranty Deed. All of House
Bill 1347 was explained as to eligibility for a loan,
closing costs for a new loan, help in relocation
etc. Relocation of \$22.00 was allowed for 6 rooms
of furniture and \$100 for relocation a total \$22.00
a 180 day was also give Mrs. Worland. If
help is need please contact Mr. Miller at 1010 Chabwick
Phone 638-4224

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

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

Frank L. Cullinan Jr
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I-70-3(52)

BUYER'S REPORT NUMBER: 34 COUNTY Marion PARCEL NO. 63

NAME & ADDRESS OF OWNER Anna & Abraham Ofengender
1009 Church PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Elizabeth M. Worland
1009 Church PHONE # At 3-6353

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

DATE ASSIGNED 3/11/66 DATE OF CONTACT 5/4/66

OFFER \$ 4500 TIME OF CONTACT 3:00 PM.

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

1. () () () Checked abstract with owner? (Affidavit taken?: Yes ___ No ___)
2. () () () Showed plans, explained take, made offer, etc.?
3. () () () Any Mortgage? (Any other Liens, Judgements? Yes ___ No ___)
4. () () () Explained about retention of Bldgs. (any being retained? Yes ___ No ___)
5. () () () Filled out RAAP Form?
6. () () () Walked over property with owner? (or who? _____)
7. () () () Arranged for payment of taxes? (Explain how in remarks)
8. () () () Secured Right of Entry? (Secured Driveway R.O.E.? Yes ___ No ___ N/A ___)
9. () () () Gave Owner Firm Offer & Eminent Domain Procedures Letter & Explained it?

REMARKS: Mr Cullivan met with Mrs Worland at her property. This is a return visit after Mr Cullivan and Mrs York were there. Mr Cullivan explained to Mrs Worland the price would remain the same \$4500. Mrs Worland refused this offer and Mr. Cullivan told her it would be laid aside and placed in regular acquisition

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

Distribution Made

(1) Parcel (1) Weekly Summary contract
() Owner () Other, Specify: Buyer

me 3-4385

Frank L. Cullivander
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I-70-3(52)

BUYER'S REPORT NUMBER: 3 COUNTY Marion PARCEL NO. 63

NAME & ADDRESS OF OWNER Anna & Abraham Ofengender
1009 Church St Indpls, Ind PHONE # at-3-6353

NAME & ADDRESS OF PERSON CONTACTED Elizabeth M. Worland
1009 Church St. Indpls Ind PHONE #
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 3/11/66 DATE OF CONTACT 4/26/66

OFFER \$ 4500 TIME OF CONTACT 1:30 P.M.

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: Mrs Worland claimed she had used her house as an income property using it as a school, that she had a permanent dish washer, and a air conditioner on the furnace. Mr Cullivan met with Mr York appraiser and they went to this property. The inspection was made by Mr Cullivan and Mr York. It is just a house and is not being used as a school, the dishwasher is only a portable one and is personal property in poor condition, the air conditioner was not on the furnace and Mrs Worland stated it was being cleaned and repaired but could not tell us the name or address of the shop.

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

() Other, awaiting what? Stated

Distribution Made

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

Frank L. Cullivan
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I-90-3 (52)

BUYER'S REPORT NUMBER: 2 COUNTY Marion PARCEL NO. 63

NAME & ADDRESS OF OWNER Anna and Abraham Ofengender
1009 Church St Indpls Ind PHONE # at-3-6353

NAME & ADDRESS OF PERSON CONTACTED Elizabeth M. Worland
1009 Church St Indpls Ind PHONE # _____
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 3/11/66 DATE OF CONTACT 4/22/66

OFFER \$ 4500 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? (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 met with Mrs Worland contract
buyer and explained the Indiana State
Highway wished to purchase the
property. Mr Sullivan explained the steps
to be taken and made an offer of
\$4500. The appraisal was made from
the outside and from what Mrs Ofengender
told the appraiser. Mrs Worland stated
that the price offered is out of the question
to accept.

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

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

me 3-4385
Frank L. Sullivan Jr
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I-70-3(52)

BUYER'S REPORT NUMBER: 1 COUNTY Marion PARCEL NO. 63

NAME & ADDRESS OF OWNER Anna and Abraham Ofengender
1009 Church St PHONE # at 3-6353

NAME & ADDRESS OF PERSON CONTACTED None

PHONE #

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

DATE ASSIGNED 3/11/66 DATE OF CONTACT 3/15/66

OFFER \$ None TIME OF CONTACT 2:30 PM

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

1. () () () Checked abstract with owner? (Affidavit taken?: Yes ___ No ___)
2. () () () Showed plans, explained take, made offer, etc.?
3. () () () Any Mortgage? (Any other Liens, Judgements? Yes ___ No ___)
4. () () () Explained about retention of Bldgs. (any being retained? Yes ___ No ___)
5. () () () Filled out RAAP Form?
6. () () () Walked over property with owner? (or who? _____)
7. () () () Arranged for payment of taxes? (Explain how in remarks)
8. () () () Secured Right of Entry? (Secured Driveway R.O.E.? Yes ___ No ___ N/A ___)
9. () () () Gave Owner Firm Offer & Eminent Domain Procedures Letter & Explained it?

REMARKS: This property is the one that the
appraiser have made 7 trips without being
able to enter her house. They made the
appraisal from the outside. The contract
buyer is Elizabeth M. Worland and she
either was not home or would not answer
the door. Mr Sullivan left his card
and on the back stated he had been assigned the
parcel and would like an appointment to make
an offer for the property

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

Distribution Made

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

me 3-4383

Frank L. Sullivan
(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. Culbertson Sr

Subscribed and sworn to before me this 13TH day of APRIL, 1967.

William G Kramer
Notary Public
WILLIAM G KRAMER

My commission expires

June 28 1970

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. Sullivan Sr

Subscribed and sworn to before me this 13TH ~~11TH~~ day of APRIL, 1967.

William G. Kramer
Notary Public G. KRAMER

My commission expires

June 28 1970

63
PRELIMINARY TITLE INSURANCE CERTIFICATE

Pioneer National Title Insurance Company

Union Title Division

155 East Market Street
P. O. Box 876
Indianapolis, Indiana 46204

S.R. I-70 Project I-70-3 (52)

Owners Policy No. 65-9690-S

Amount \$ 7,000.00

Mortgage Policy No. _____

Amount \$ _____

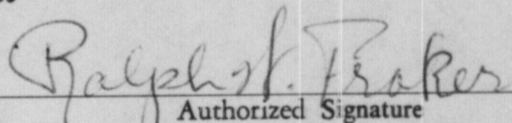
Pioneer National Title Insurance Company, in consideration of the payment of its premiums, hereby certifies that the title to the premises hereinafter described has been examined and approved by it, and that a good title thereto in fee, clear of all encumbrances and defects except as hereinafter noted under Schedule B hereof, is vested in and can be conveyed, mortgaged or leased by the party or parties hereinafter named, joined by their respective spouses; and upon the proper execution, delivery and recordation of the papers conveying such interest, as hereinafter provided, said Company will insure the title of such grantee, mortgagee, assignee or lessee, as directed in the application herefor.

When the title is properly closed and the papers are duly executed and delivered by the proper parties and duly recorded, and title evidence furnished certifying same, a policy of Title Insurance in the usual form of the Pioneer National Title Insurance Company will be issued for the amount named above, excepting all estates, liens, encumbrances and defects shown herein or created subsequent to the date hereof, and not properly disposed of.

No liability will be assumed by the Company under this certificate unless the premium is paid.

This certificate shall not be binding until it shall have been signed by an authorized officer or agent of the Pioneer National Title Insurance Company.

Dated as of **April 26, 1967, 8 A.M.**


Authorized Signature

**RALPH W. FRAKER,
Attorney**

Name of party or parties in whom title is vested:

ANNA OFENGENDER

Description of Premises:

State of Indiana, County of **Marion:**

Lot 207 in McCarty's Subdivision of the middle part of Out Lot 120 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 8, page 145, in the Office of the Recorder of Marion County, Indiana.

SCHEDULE B

Showing estates, liens, encumbrances, defects and other objections to title which now exist thereon, and will be made exceptions in the policy, unless removed.

1. Rights or claims of parties in possession not shown of record.
2. Encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements and claims of easement not shown of record.
4. Mechanic's or materialmen's liens, or other statutory liens for labor or material not shown of record.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. **Taxes for 1966 payable 1967 in name of Jacob H. Cadderon, Duplicate #7034005, Code #1-01, Township: I-Center, Parcel #1011087, May \$53.56 Unpaid; November \$53.56 Unpaid; Taxes for 1967 payable 1968 now a lien.**

NOTE: Zoned U-3, H-1, A-4.

PRELIMINARY TITLE INSURANCE CERTIFICATE

Union Title Company

155 East Market Street
Indianapolis, Indiana

Owners Policy No. 65-9690-0

Amount \$ 7,000.00

Mortgage Policy No. _____

Amount \$ _____

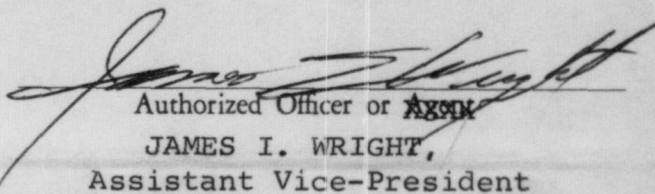
THE UNION TITLE COMPANY, in consideration of the payment of its premiums, hereby certifies that the title to the premises hereinafter described has been examined and approved by it, and that a good title thereto in fee, clear of all encumbrances and defects except as hereinafter noted under Schedule B hereof, is vested in and can be conveyed, mortgaged or leased by the party or parties hereinafter named, joined by their respective spouses; and upon the proper execution, delivery and recordation of the papers conveying such interest, as hereinafter provided, said Company will insure the title of such grantee, mortgagee, assignee or lessee, as directed in the application herefor.

When the title is properly closed and the papers are duly executed and delivered by the proper parties and duly recorded, and title evidence furnished certifying same, a policy of Title Insurance in the usual form of the Union Title Company will be issued for the amount named above, excepting all estates, liens, encumbrances and defects shown herein or created subsequent to the date hereof, and not properly disposed of.

No liability will be assumed by the Company under this certificate unless the premium is paid.

This certificate shall not be binding until it shall have been signed by an authorized officer or agent of the Union Title Company.

Dated as of May 19, 1965, 8 A.M.


Authorized Officer or ~~AGENT~~
JAMES I. WRIGHT,
Assistant Vice-President

Name of party or parties in whom title is vested:

ANNA OFENGENDER

Description of Premises:

State of Indiana, County of Marion:

Lot 207 in McCarty's Subdivision of the middle part of Out Lot 120 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 8, page 145, in the Office of the Recorder of Marion County, Indiana.

I-70-3(52)

Parcel #63

Contract Buyer: Elizabeth Worlang

Mrs. Ofengender - At 3-6353

*I-70-3(52)
Parcel #63
1009 Church*

70131335

Union Title Company Policy number 65-9690-0

SCHEDULE B

Showing estates, liens, encumbrances, defects and other objections to title which now exist thereon, and will be made exceptions in the policy, unless removed.

1. Rights or claims of parties in possession not shown of record.
2. Encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements and claims of easement not shown of record.
4. Mechanic's or materialmen's liens, or other statutory liens for labor or material not shown of record.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Taxes for 1964 payable 1965, in name of Jacob St. Calderon.
Duplicate #255250, I-Center Township, Code #1-01, Parcel #11087
May \$48.96 Unpaid; Nov. \$48.96 Unpaid;
Taxes for 1965 payable 1966, now a lien.

NOTE: Zoned U-3, H-1, A-4.

NOTE: Unless otherwise specifically excepted in Schedule B hereof, this policy insures that no restriction upon the sale or occupancy of insured premises on the basis of race, color or creed, has been filed of record at any time subsequent to February 15, 1950.

I-70 3(52)
Parcel # 63

REAL ESTATE CONDITIONAL SALES CONTRACT

THIS AGREEMENT made and entered into by and between Anna Ofengender and Abraham Ofengender,
her husband

hereinafter referred to as the seller and Elizabeth M. Worland, unmarried

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 1009 Church Street, Indianapolis
and more particularly described as follows, to wit:

Lot numbered Two hundred seven (207) in McCarty's Subdivision of the middle part of Out Lot Number One Hundred Twenty (120) in the City of Indianapolis, according to the plat of said Subdivision as recorded in Plat Book 8 at page 145 thereof of the records of the office of the Recorder of said County.

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 for said described real estate, said buyer hereby covenants and agrees to pay to seller the sum of Seven Thousand, Five hundred and no/100 Dollars (\$7,500.00) 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 One Thousand and no/100 Dollars (\$1,000.00)

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-Five and no/100 Dollars (\$65.00)

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 17th day of July, 1958, at 5255 North Park Avenue

in the city of Indianapolis, Indiana, 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 _____ per cent (6 1/2%) 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 the 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 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, 1958 and all installments subsequent thereto, and all assessments for municipal and other improvements completed after this date, also, any taxes assessed on this instrument, and will keep improvements on said real estate insured against loss from fire and tornado, said insurance to be carried in a responsible company 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, by paying each month to the seller a sum amounting to the monthly pro rata amount due on the insurance premiums. The buyer also agrees to pay to seller each month a sum amounting to one-twelfth of the annual taxes and any assessment payable by the buyer.

That possession of said real estate shall be given the buyer on immediately

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.

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, ~~removied, remodified, or altered in any manner whatsoever~~, nor shall any of the improvements thereon, or hereafter placed thereon be changed, removed, remodified, or altered in any manner whatsoever, 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.

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, assessment 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.

Further payments Taxes and insurance shall not be included in the monthly payments specified herein. Abstract was delivered and certified prior to closing.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this July day of 1958

..... (Seal)	<u>Elizabeth M. Worland</u> (Seal)
<u>Anna Ofengender</u> (Seal)	<u>Elizabeth M. Worland</u> (Seal)
..... (Seal) (Seal)
<u>Abraham Ofengender</u> (Seal) (Seal)