

66 31623

WARRANTY DEED

Project 1-70-3(52)77  
Code 0536  
Parcel 64

*Chapman*

This Indenture Witnesseth, That **FIRST HOLDING CORPORATION**  
**ILEEN BELL (UNMARRIED ADULT)**

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

the STATE OF INDIANA for and in consideration of **FIVE THOUSAND SIX HUNDRED FIFTY**  
**----- (\$5,650.00) -----** Dollars,

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

LOT 26 IN SIMON YANDES' SUBDIVISION OF THE EAST PART OF OUT LOT 129 OF THE DONATION  
LANDS OF THE CITY OF INDIANAPOLIS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 112,  
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.

RECEIVED FOR RECORD

1966 JUN 23 AM 9:43

MARCIA M. HAWTHORNE  
RECORDER OF MARION COUNTY

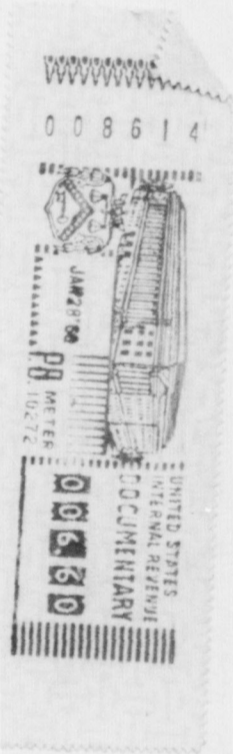
*A-90918*  
*A-90917*

Paid by Warrant No. -----  
Dated *3-28-66* 19

*90918*  
*3-28-66*

COUNTY AUDITOR  
*John T. Smith*  
JUN 23 1966

DULY ENTERED  
FOR TAXATION



*6.60*

*W.A.B.*  
*1-28-66*

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 **GRANTORS**

have hereunto set **THEIR HANDS** and seal, S, this **27** day of **JANUARY** 19**66**

*FIRST HOLDING CORPORATION* (Seal) ..... (Seal)  
By: *Charles C. Smith* (Seal) ..... (Seal)  
*CHARLES C. SMITH* PRESIDENT (Seal) ..... (Seal)  
Attest: *Earl B. Hall* (Seal) ..... (Seal)  
*EARL B. HALL* SECRETARY (Seal) ..... (Seal)  
*Ileen Bell* (Seal) ..... (Seal)  
**ILEEN BELL (UNMARRIED ADULT)** (Seal) ..... (Seal)

SKC

66 31623

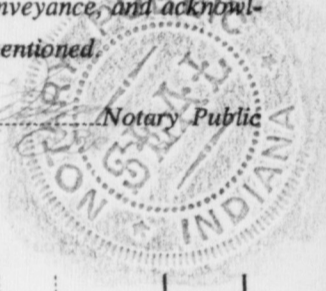
This Instrument Prepared by **S. W. BURRESS** 6/18/65

*[Handwritten signature]*  
FEB 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, ..... 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, *Marian* ..... County, ss:  
 Before me, the undersigned, a Notary Public in and for said County and State, this *27* .....  
 day of *JANUARY*, A. D. 19*66*; personally appeared the within named *Charles C*  
*SOUTH, President and Earl B. ... SECRETARY ACTING FOR and*  
*ON BEHALF OF First ...* 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 *May 7 1969* ..... Notary Public  
*William F.*



66 31623

**WARRANTY DEED**

FROM

TO

**STATE OF INDIANA**

Received for record this .....  
 day of ....., 19.....  
 at ..... o'clock ..... m, and  
 Recorded in Book No. .... page .....  
**DUPLICATE ENTERED**  
 Recorder FOR TAXATION ..... County  
 Duly entered for taxation on this .....  
 day of *Jan 7*, 19.....  
 Auditor's Sec. of COUNTY AUDITOR  
 Auditor ..... County

ENVELOPE

Division of Land Acquisition  
 Indiana State Highway Commission

(13)

*To Prof Man (times) 2-18-66*

A.D. 107-I

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA

*4-1-66*

Ileen Bell ..... 19

First Holding Corporation

To Union Federal Savings & Loan Association

1020 South West Street

Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. *A90917-3-28-66* 19

in settlement of the following vouchers: Transmittal 86

DESCRIPTION	AMOUNT	
Purchase		
<i>For the purchase of Right of Way on State Road</i>		
<i>No. I-70 in Marion</i>		
<i>County I Project 70-3</i>		
<i>Section (52) as per Grant dated</i>		
<i>January 27, 1966</i>		
Parcel 64	\$ 5,150	00

PLEASE RECEIPT AND RETURN

*First Holding Corp.*

Received Payment: .....

Date *4-11-66* .....

A-R

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE  
INDIANAPOLIS, INDIANA

4-1-66

19

To **Ileen Bell**  
**1020 South West Street**  
**Indianapolis, Indiana**

GENTLEMEN: .

A90918-3-28-66

We enclose State Warrant No. \_\_\_\_\_ 19\_\_\_\_\_  
in settlement of the following vouchers: **Transmittal 86**

DESCRIPTION	AMOUNT	
<b>Purchase</b>		
<i>For the purchase of Right of Way on State Road</i>		
No. <b>I-70</b> in <b>Marion</b>		
County <b>I</b> Project <b>70-3</b>		
Section <b>(52)</b> as per Grant dated		
<b>January 27, 1966</b>		
<b>Parcel 64</b> <b>Escrow</b>	\$	500 00

PLEASE RECEIPT AND RETURN

Received Payment: .....

Date: .....

PROJECT # I-70-3(52) PARCEL # 64 COUNTY Marion

NAME & ADDRESS OF OWNER First Holding Corporation  
14 N. Delaware. Indianapolis PHONE # \_\_\_\_\_

NAME & ADDRESS OF PERSON CONTACTED Ileen Bell  
1020 South West Street Indianapolis PHONE # ME 66 771

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

DATE ASSIGNED January 11, 1966 DATE OF CONTACT January 27, 1966

OFFER \$ 5,650<sup>00</sup> TIME OF CONTACT 9 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, ( ) N/A)
- 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: Miss Bell the contract holder signed the deed and vouchers and agreement for possession.

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

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

Luther C Hooper  
(Signature)  
ME 8-6680

INDIANA STATE HIGHWAY COMMISSION  
Land Acquisition Division

BUYERS REPORT # 1

PROJECT # I-70-3(57) PARCEL # 64 COUNTY Marion

NAME & ADDRESS OF OWNER Trust Holding Corp as Helen Bell Contract Buyer  
Property 1018-1020 E. West St. Indianapolis PHONE # ME 66771

NAME & ADDRESS OF PERSON CONTACTED Helen Bell  
1020 E. West St. Indianapolis PHONE # \_\_\_\_\_

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

DATE ASSIGNED January 11, 1966 DATE OF CONTACT January 13, 1966

OFFER \$ 5,650<sup>00</sup> TIME OF CONTACT 12:45

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.? Contract Buyer
- 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: Explained the offer to Miss Bell the contract purchaser. She will consider the offer and call at a later date.

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

Distribution Made

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

Lester C. Hapler

(Signature) ME 3-6630

TITLE AND ENCUMBRANCE REPORT

RIGHT OF WAY DEPARTMENT

STATE HIGHWAY DEPARTMENT OF INDIANA

S. R. I70

PROJ.

I70-3 (52)

COUNTY

Marion

Names on Plans \_\_\_\_\_

Names in Trans Book \_\_\_\_\_

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Value
Lot 26 Yandes Sub.					
O.L. 129					

LAST OWNER OF RECORD

Deed Record \_\_\_\_\_ p. \_\_\_\_\_ Recorded \_\_\_\_\_ Dated \_\_\_\_\_ Deed

Grantor None

Grantee \_\_\_\_\_

Address of Grantee \_\_\_\_\_

MORTGAGE RECORD

Mortgage Record \_\_\_\_\_ p. \_\_\_\_\_ Amount \_\_\_\_\_ Dated \_\_\_\_\_

Mortgagor None

Mortgagee \_\_\_\_\_

JUDGMENT RECORD Yes ( ) None (X) LIS PENDENS RECORD Yes ( ) None (X)

MISCELLANECUS RECORD Yes ( ) None (X) EASEMENTS Yes ( ) None (X)

If answer to any of above is yes, clarify on back of sheet or on attached sheet

TAXES Current Paid ( ) Delinquent (X)

CERTIFICATE

I, the undersigned certify that the above and the attached copies include all transfers of the above described real estate as shown by the records in the office of Recorder of the above county from the date of the earliest entry shown in this search to date, except as otherwise noted, and that all liens, judgments and other matter of record hereinbefore requested for the same period are set forth.

PIONEER NATIONAL TITLE INS. CO.  
UNION TITLE DIVISION

Dated this 28<sup>th</sup> day of January 1951

Abstractor Walter W. McLean  
BY VICE PRESIDENT & DIVISION MANAGER

Prel. Approval of Title \_\_\_\_\_  
Date

By \_\_\_\_\_  
Deputy Attorney General

Final approval of Abstract of Title \_\_\_\_\_  
Date

BY \_\_\_\_\_  
Deputy Attorney General

66-1663A

The following is an Extension of the original search by Union Title Company under No. 65-10285A.

CAPTION

-1-

Continuation of Abstract of Title to Lot 26 in Simon Yandes' Subdivision of the East part of Out Lot 129 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 112, in the Office of the Recorder of Marion County, Indiana.  
Since May 27, 1965, 8 A.M.

Prepared for: Indiana State Highway Commission  
Division of Land Acquisition

Uniform Commercial Code

-2-

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

Judgment Search

-3-

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

First Holding Corporation

from May 27, 1965,  
8 A.M. to date and  
against none other.



66-1663A

-4- Taxes for the year 1963 and prior years paid in full.

-5- Taxes for 1964 payable 1965 in name of First Holding Corporation.

Duplicate No. 273360, E-F-G, Indianapolis Center Township, Code No. 1-01, Parcel No. 76179.

May Installment \$48.96 Unpaid & delinquent plus penalty.

November Installment \$48.96 Unpaid & delinquent plus penalty.

-6- Assessed Valuation:

Land \$420.00 Improvements \$630.00 Exemptions None

-7- Taxes for 1965 now a lien in name of First Holding Corporation.

1-70-3(52)-64  
**CONDITIONAL SALES CONTRACT**

THIS AGREEMENT made and entered into by and between First Holding Corporation,  
an Indiana Corporation  
hereinafter referred to as the seller, and Ileen Bell, unmarried and of legal age  
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 1018-20 S. West Street, Indianapolis and more particularly described as follows, to-wit:

**Lot 26 in Simon Yandes' Subdivision of the East part of Out Lot 129 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 112, in the office of the Recorder of Marion County, Indiana.**

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 Five Thousand Five Hundred Sixteen----- Dollars (\$ 5,516.00) 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----- Dollars (\$ 1.00) 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 Fifty----- Dollars (\$ 50.00) 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 21 day of March, 1961 at where seller designates 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 Seven per cent (7%) 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 May, 1961 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 subject to tenants rights 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, cost of same to be paid by purchasers.

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.

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. Further payments may be made at any time. Delinquent payments will be subject to late charges. Purchasers having examined the premises relies entirely for its condition on their own examination

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 21 day of February

81  
19 First Holding Corporation (Seal)  
Charles C. Smith Pres. (Seal)  
Authorized Signature (Seal)  
Paul B. Hall - sec (Seal)  
Authorized Signature (Seal)  
Ileen Bell (Seal)  
Ileen Bell (Seal)

WARREN H. RIPLEY  
ATTORNEY-AT-LAW

AUTHOR INDIANA REPORT, ANNOTATOR 3RD  
INDIANA ANNUAL AND 4TH  
BLACKFORD REPORTS

PLEY & CO.  
ABSTRACTS  
NOTARY OFFICE

NEW TELEPHONE 511

409-410 LEMCKE BLOCK

INDIANAPOLIS, IND. July 14, 1904.

Jesse Warrington Esq.,

Dear Sir:

This certifies that the Public Records of Marion County, Ind. show that on July 13, 1904 Frederick Gauchat was the owner in fee simple of lot 26 in Simon Vandes Subdivision of the E. part of Outlot 129 in the City of Indianapolis, Marion County, Indiana subject only to the following incumbrances to-wit:

(a) A mortgage securing one note for \$1100.00 dated Nov. 23, 1901 due five years after date and ten coupon notes \$33.00 each, due respectively every six months, executed by Frederick Gauchat and his wife Katie to Henry Strauss and assigned and now held by F.W. Hutchinson. Right reserved to pay said mortgage at any interest paying period after three years from date.

(b) Taxes for the year 1904 payable in 1905.

This lot with a building situate thereon is located on West side of S. West Street and should be 33 feet front by 110 feet extending West to an alley. I do not know whether the boundaries thereto are correctly surveyed or indicated.

I do not know how many of the coupon interest notes are paid nor whether any suit is pending to foreclose the said mortgage. *or lease*

I do not know whether there is any unrecorded mortgage, executed by said Gauchat within the last 45 days which might be the case.

Very truly yours,

Warren H. Ripley

Meyer & Kiser,  
Real Estate, Loans & Insurance.  
306 Indiana Trust,  
INDIANAPOLIS.

# AFFIDAVIT.

State of Indiana, }  
County of Marion, } SS:

upon his oath says that he John H. Hall being duly sworn  
is the owner in fee-simple to the following described real estate in  
the State of Indiana, to wit:

Lot 26 in Gaudes Sub. of the East Part of Oct  
Lot 129 in the City of Indianapolis, Indiana.

That he is lawfully seized in his own right to a good, absolute and indefeasible state  
of inheritance in fee-simple in and to the above described real estate;

That no unrecorded mechanics or material mens liens exist by virtue of which any mechanics  
liens may be filed against any part of said real estate; That no judgements or injunctions have been issued  
or levied and no unrecorded conveyance, lease, mortgage or incumbrance of any kind has been made or suf-  
fered by said affiant or any other person or persons that might in any way affect the title thereof in said  
affiant within the last eighty-five days, other than is shown in the abstract; That the said real estate is now  
free from all leases, incumbrances, judgements and liens of every nature and character except as set forth in  
the Abstract of Title thereof; That the only lien or incumbrance against said real estate, is the mortgage ex-  
ecuted by self, husband or wife to

which  
proposes to pay off with the money so borrowed from

Affiant further says that he makes this affidavit in order to induce Frederick  
Gauchat to accept purchase said real estate, and to accept a warranty  
deed from the undersigned for said real estate described real estate, and it  
is absolutely agreed and understood that the said sum of money this day borrowed is in no wise for the use  
of husband or wife or any other person or persons, but is for own especial use and benefit;  
That he is not a party to any suit now pending in either one of the Courts of Record in said County  
or in the United States District or Circuit Courts in the State of Indiana; That all the statements, either  
written or oral made by the affiant in application for said loan are true; That he makes the above  
statements and representations for the purpose of said said mortgage or loan for the security of  
said mortgage is made and executed and for no other purpose whatever, and these Statements are  
warranted to be true.

John H. Hall

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 28th  
November 1898 William E. Stevenson  
Notary Public.

And \_\_\_\_\_ of said \_\_\_\_\_ being duly sworn according  
to law upon \_\_\_\_\_ oath says that \_\_\_\_\_ has read the above and foregoing affidavit and that the facts therein stated  
are true.

Sworn before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_

UNITED STATES OF AMERICA, } SS:

DISTRICT OF INDIANA,

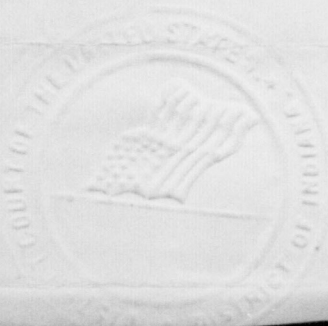
I, **NOBLE C. BUTLER**, Clerk of the *District* Court of the United States,  
within and for the District aforesaid, do hereby certify that there are no unsatisfied  
judgments remaining upon the records of said Court at Indianapolis, obtained within  
the last ten years against:

*Henry D. Pierce,*  
*Eliza V. Pierce,*  
*Anna M. Tobin,*  
*James Tobin,*  
*John J. Garver,*  
*Mary R. Garver, or*  
*John W. Hall*

WITNESS my hand and the Seal of said Court at Indianapolis,  
in said District, the *28<sup>th</sup>* day of *November*

A. D. 189*8*.

*Noble C. Butler* Clerk.



INDIANAPOLIS, INDIANA. Nov. 28th, 1898.

Mess. Meyer & Kiser,  
Financial Agents,  
# 306 Indiana Trust Bldg., City.

Gentlemen:-

After a careful examination of the annexed chain of title to the following described real estate, in Indianapolis, Marion County, Indiana, to-wit:

Lot 26 in Yandes Sub-division of the east part of Out Lot 129 in the City of Indianapolis prepared and certified by J. R. Routh, abstractor, under date Aug. 16, 1892.

Nos. 1 - \_\_\_\_\_  
continued by Ignatius Brown, under date Dec. 6, 1892. Nos. 1-6;  
again continued by Coval & Lemon, abstractors, under date Nov. 16, 1898. Nos. \_\_\_\_\_ - \_\_\_\_\_; again continued by Elliott & Butler,

under date Nov. 25, 1898, Nos. \_\_\_\_\_ - \_\_\_\_\_, two certificates. I am of the opinion from such examination, that said chain of title exhibits a good title in fee simple to said real estate in the name of John W. Hall clear of all encumbrances with the following exceptions:

1. At No. 9, of abstract, prepared by Routh, it appears that on July 29, 1865, a deed was made by James H. McKernan and wife, Simon Yandes and Winslow S. Pierce to "Ernest Benning"; while, at No. 11, the title appears to have been re-conveyed on Feb. 27, 1871 to Simon Yandes and James H. McKernan, by the sheriff, in the names of "Charles Boehning and Ernest Boehning". It might be well to have the affidavit of Simon Yandes or James H. McKernan, or some competent person that "Ernest Benning" and "Ernest Boehning" are one and the same person. It is true, however, that the names are probably idem nomen and it has been more than twenty years, since the deed was made by the sheriff to Yandes and McKernan.

2. Taxes of 1898 a lien, but not payable until on or after Jan. 1, 1899.

3. No certification as to judgments in United States Court, during past ten years, against Henry D. Pierce, Elizabeth V. Pierce, Anna M. Tobin, James Tobin, John J. Garver, Mary R. Garver and John W. Hall.

4. No certification as to tax sales.

Very truly yours,

Pierce Gray.

LAW OFFICES OF  
GEORGE CHAMBERS CALVERT,  
INDIANAPOLIS.

Nov., 21, 1898.

John W. Hall Esq.,  
Indianapolis, Ind.

Dear Sir:-

I have examined the attached abstract of title to lot #28 in Yandes Subdivision of Out-lot #129 in the city of Indianapolis, Ind. I find that a fee simple title by the entireties vested in John J. and Mary R. Garver May 2nd, 1895 and yet remains in them. The taxes for 1898 are unpaid.

Very Truly Yours,

*George Calvert*

HARDING & HOWLEY,  
LAWYERS.

Rooms 5 and 6, 2½ W. Washington St.

TELEPHONE 457.

Indianapolis, Ind., Dec. 2, 1892

Dr. J. J. Garver,

Dear Sir:- We have examined the foregoing abstract of title to lot 26 in Yandes' Sub-division of the East part of out lot 129 in the City of Indianapolis, Marion County, Indiana, as prepared by J.R. Routh, abstractor, on the 16th. day of Aug., 1892, and from then continued by Ignatius Brown, abstractor, to the 3rd. day of Dec., 1892, and from such examination we are of the find that Annie M. Tobin was on the 3rd. day of Dec., 1892, the owner in fee simple of said real estate and that she had a good title to the same, free from incumbrance, excepting: A mortgage executed by Annie M. Tobin and husband to Henry D. Pierce and Eva V. Pierce on the 16th. day of Aug., 1892, securing 2 notes of \$208.33 each, due 1 & 2 years after date at 8 per cent interest and recorded in Mortgage Record 238 page 290 of the Records of Marion County .

The taxes of 1892 although not yet due are also a lien on said real estate.

Very Respectfully,

*Harding & Howley*



- I4. James H. Mc Kernan Heirs, and : Commissioner's Deed.  
 Simon Yandes, by Aquilla G. : December 28, 1880.  
 Jones, Commissioner, : Record 148, page 335.  
 to : Same Lots 25 and 26.  
 Henry D. Pierce and :  
 Winslow S. Pierce. :

Pursuant to decree of the Marion Superior Court in Cause No. I7906, wherein Samuel C. Hanna, Administrator, with will annexed of estate of James H. Mc Kernan, was plaintiff, and Simon Yandes, the Mc Kernan Heirs and their representatives, Winslow S. Pierce, Ann H. Pierce, his wife, and Henry D. Pierce were defendants, in suit to quiet title, make partition and settle all legal and equitable rights and interests between and among all parties.

Decree in full settlement and satisfaction of all partnership and other matters, liens, claims, etc., of all the parties. This real estate set off to Winslow S. Pierce and Henry D. Pierce in severality, freed of all claims, liens, etc., and A. Q. Jones appointed Commissioner to convey accordingly.

- I5. Winslow S. Pierce Sr., & wife, : October 19, 1883.  
 to Quit Claim D. : Record 166, page 423.  
 Winslow S. Pierce Jr. : Same Lots 25 and 26.

- I6. Winslow S. Pierce Jr., : June 16, 1884.  
 (unmarried), : Record 170, page 544.  
 to Warranty Deed. : Same Lots 25 and 26.  
 Henry D. Pierce. :

- I7. Henry D. Pierce and wife, : November 3, 1886.  
 to Quit Claim D. : Record 189, page 534.  
 Willis Todd, Trustee. : Same Lots 25 and 26.

- I8. Willis Todd, Trustee, : November 3, 1886.  
 to Quit Claim D. : Record 189, page 541.  
 Henry D. Pierce and : Same Lots 25 and 26.  
 Elizabeth V. Pierce, his wife. :

Title rests in HENRY D. PIERCE and ELIZABETH V. PIERCE, his wife.

*For affidavits as to Wm. N. Jackson, being summarized at date of this deed, see Max Remond 13 page 370 and 14. page 376.*

Wm. N. Jackson, : September 29, 1863.  
to Warranty Deed. : Record 19, page 102.  
Simon Yandes. : Out Lot 129 in the City of  
: Indianapolis.

8. Simon Yandes filed plat of his Subdivision of the East part of Out Lot 129 in the City of Indianapolis, November 4, 1863, Plat Book 2, page 112. It contains 250 lots, numbered from 1 to 250 inclusive.

9. James H. Mc Kernan & wife, : July 29, 1865.  
Simon Yandes, : Record 25, page 649.  
Winslow S. Pierce, : Lot 26 in Yandes' Sub. of Out  
to Warranty Deed. : Lot 129 in the City of  
Ernest Benning. : Indianapolis.

10. James Cravens, : October 19, 1865.  
to Quit Claim D. : Record 27, page 342.  
Simon Yandes, : Lot 25 in Yandes' Sub. of Out  
James H. Mc Kernan and : Lot 129 in the City of  
Winslow S. Pierce. : Indianapolis.

11. Charles Boehning and : February 27, 1871.  
Ernest Boehning, by Sheriff, : Record 47, page 203.  
of Marion County, : Lot 25 in Yandes' Sub. of Out  
to Sheriff's Deed. : Lot 129 in the City of  
Simon Yandes and : Indianapolis.  
James H. Mc Kernan. :

Pursuant to a Judgment of the Marion Common Pleas Court, rendered December 18, 1867, in foreclosure of a vender's lien against Charles Boehning, in Cause No. 5118.

12. Ernest Boehning, by Sheriff, : July 6, 1871.  
to Sheriff's Deed. : Record 47, page 580.  
Simon Yandes and : Lot 26 in Yandes' Sub. of Out  
James H. Mc Kernan. : Lot 129 in the City of  
: Indianapolis.

Pursuant to a Decree of the Marion Common Pleas Court rendered May 3, 1870, in Cause No. 5102, Simon Yandes, James H. Mc Kernan and Winslow S. Pierce were plaintiffs, and Ernest Boehning et al were defendants in foreclosure of three certain mortgages.

13. Winslow S. Pierce & wife, : October 2, 1868.  
to Warranty Deed. : Record 37, page 74.  
James H. Mc Kernan. : Undivided 1-3 of same Lots 25  
: and 26, and other real estate.

A B S T R A C T    o f    T I T L E

to

Lots 25 and 26 in Yandes' Subdivision of the East part of Out Lot 129

In the City of Indianapolis,

Marion County, Indiana.

- |    |   |   |   |
|----|---|---|---|
| 1. | Agent of State,<br>to Agent's Deed.<br>Edwin J. Peck.   | : | April 14, 1837.<br>Record H, page 453.<br>Out Lot 129 in the City of<br>Indianapolis.                 |
| 2. | E. H. Peck,<br>to Title Bond.<br>S. A. Fletcher and<br>H. Bradley.  | : | March 27, 1835.<br>Record H, page 454.<br>Out Lot 129 in the City of<br>Indianapolis.                 |
| 3. | Edwin J. Peck,<br>to Warranty Deed.<br>Stoughton A. Fletcher and<br>Henry Bradley.  | : | May 28, 1838.<br>Record J, page 142.<br>Out Lot 129 in the City of<br>Indianapolis.                   |
| 4. | Stoughton A. Fletcher & wife,<br>Henry Bradley & wife,<br>to Warranty Deed.<br>Lawrenceburg & Upper<br>Mississippi R.R. Company.                            | : | May 10, 1852.<br>Record CC, page 122.<br>Out Lot 129 in the City of<br>Indianapolis.                  |
| 5. | Lawrenceburg & Upper<br>Mississippi R.R. Company,<br>to Warranty Deed.<br>William N. Jackson.<br>Signed "G.H.Dunn, President". Attested "Wm.G.Dunn, Secty". | : | August 29, 1853.<br>Record I, page 175.<br>Out Lot 129 in the City of<br>Indianapolis.                |
| 6. | Alexander C. Lanier,<br>to Warranty Deed.<br>William N. Jackson.  | : | June 14, 1856.<br>Record 4, page 466.<br>Undivided I-2 of Out Lot 129<br>in the City of Indianapolis. |

*affidavit as  
to James King  
1377 350 on 14. 1856*

INCUMBRANCES.

TAX SALE LIENS :

N O N E -- unsatisfied.

JUDGMENT LIENS :

N O N E -- unsatisfied.

MORTGAGE LIENS :

N O N E -- unsatisfied.

TAXES :

First Half for 1891 <sup>PAID</sup> P A I D.,  
Second Half not yet due. *Paid, c*

*Ind. T. Co.*  
*Hum*

C E R T I F I C A T E .

August 16, 1892.

11 A.M.

I find no further conveyances or unsatisfied encumbrances of record; examination made as to the records in Recorder's Office, the Lis Pendens Records, and the Judgment Dockets of the Courts of Record of Marion County, as said Records and Dockets are now entered up.

----- J. R. Routh -----

ABSTRACTOR and EXAMINER  
of the Public Records of  
Marion County, Indiana.

ROUTH'S ABSTRACT OFFICE,  
12 I-2 N. Delaware St.,  
INDIANAPOLIS, IND.

NO 11,717.

EXAMINATION OF THE TITLE, FROM AUGUST 16, 1892 TO DECEMBER 3, 1892, TO LOT NUMBERED 26, IN SIMON YANDES' SUBDIVISION OF THE EAST PART OF OUT LOT NUMBERED 129, IN THE DONATION LANDS OF THE CITY OF INDIANAPOLIS.

FOR ANNIE M. TOBIN.

CONVEYANCES.

1.  
T.L. RECORD  
248, PAGE 261.  
RECORDED  
NOV 15, 1892.

HENRY D. PIERCE AND  
WIFE, ELIZABETH V.,  
TO  
ANNIE M. TOBIN.

WARRANTY DEED. \$625,00.  
DATED AUGUST 16, 1892.  
LOT 26, AS ABOVE DESCRIBED.  
SUBJECT TO ALL MUNICIPAL AND  
OTHER ASSESSMENTS, IF ANY,  
AND TO TAXES FOR 1892, ALL OF  
WHICH THE GRANTEE ASSUMES TO  
PAY.

2.

HERE THE TITLE RESTS.

3.

MORTGAGES.  
MTG. RECORD  
258, PAGE 290  
RECORDED  
SEP 12, 1892.

ANNIE M. TOBIN AND  
HUSBAND, JAMES,  
TO  
HENRY D. PIERCE  
E.V. PIERCE.

MORTGAGE. DATED AUGUST 16,  
1892. SAME LOT 26. SECURING  
TWO NOTES. \$200,35 EACH. DUE  
1 AND 2 YEARS AFTER DATE.  
8% INTEREST. INDIANA NATIONAL  
BANK. PURCHASE MONEY.

*Released Aug 19/92  
Recorded Dec 5/892  
J. Brown*

4.  
TAXES.

PAID FOR 1891.

5.  
JUDGMENTS.

NONE UNSATISFIED.

6

SEARCH MADE IN THE RECORDER'S OFFICE, THE LIS PENDENS RECORDS OF COMPLAINTS AND ATTACHMENTS, AND THE JUDGMENT DOCKETS, AS NOW MADE UP, IN THE MARION CIRCUIT AND SUPERIOR COURTS.

INDIANAPOLIS, DECEMBER 3, 1892.

*Iquatic Brown*  
66 EAST MARKET STREET.

6

Taxes For 1897. Paid

Indianapolis Ind. November 16, 1898.

Examination of Dec 3, 1897 Continued to date and we find no change in the title to and encumbrance upon Lot 16 in James Jones subdivision of the East Part of our Lot 194 in the City of Indianapolis. other than above shown.

Examination of Records of Recorders office mass. including the general judgment books of Circuit Superior Court this Recorders Records of Complaints attachments.

Coval Lemon. Abstracts.

Room 3. 160. E market St.

\* John J. Garter wife } November 19, 1898.  
To Harmony } Record 309 page  
John H. Hall } Same do 26-

November 25, 1898

Examination of November 16, 1898 Continued to date and we find no change of title except as above named and no unexpired incumbrance incurred since said date  
Elliott & Butler

November 25, 1898—

Examination of December 3, 1897 Continued to date and we find no change of title except as set forth on this and preceding page and no unexpired incumbrance incurred since said date

Elliott & Butler

Continuation of Abstract of Title to lot 26 in Simon Yandes Subdivision of the East part of Out Lot 129 in the City of Indianapolis.

Prepared for Messrs. Meyer and Kiser, since date of former continuation November 25, 1898.

309. p, 505. John W. Hall and Warrantly Deed.  
Nov. 26, 1898. Libbie A. Hall his wife,  
Recorded to  
Nov. 29, 1898. Frederick Gauchat.

Lot 26 in Simn Yandes Subdivision of the East part of Out Lot 129 in the City of Indianapolis; subject to the taxes for the year 1898.

There are no further conveyances.

Mortgage.

355. p, 6. Frederick Gauchat and Mortgage.  
Nov. 28, 1898. Katie Gauchat his wife,  
Recorded to  
Nov. 29, 1898. Henry Strauss.

Lot 26 in Yandes Subdivision of the East part of Out Lot 129 in the City of Indianapolis.

To secure 1 principal note of \$1000.00 at 3 years after date, and 6 interest noupon notes of \$30.00 each, at 6, 12, 18, 24, 30 and 36 months, with 8% after maturity and 5% attorney's fees.

*Date, Nov 23 1901 m*

Taxes for 1900 paid.

Taxes for 1901 now a lien.

*Since paid*

Indianapolis, November 14, 1901.

We find no further conveyances, nor unsatisfied encumbrances of record on lot 26 in Simon Yandes Subdivision of the East part of Out Lot 129 in the City of Indianapolis, since date of November 25, 1898.

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

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

INDIANA TITLE GUARANTY AND LIEN CO.  
*George H. Hume*  
Sec'y & Treas.

S & C

9

entered up.

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

MARION TITLE GUARANTY COMPANY  
*Arthur Leopold*  
MANAGER

W. 10



Annex M. Tobin <sup>and</sup>  
James Tobin, her husband.  
To Warrant, deed

Dec 1. 1892.  
Record 219 Page 153.

John J. Garver  
Subdivision of the East Part of out Lot 174  
in the City of Indianapolis.

Lot 16 in Simon Yarnes

John J. Garver  
(unnamed)  
To Warrant, deed.

April 21. 1895.  
Record 219 Page 467.

John M. Wall, Trustee.

Same Lot 16.

This deed is made upon the Express Condition that said Trustee shall convey said describe Real Estate to said John J. Garver and Mary R. Herson, upon the marriage of the Parties last above named as tenants in Entirety upon demand being made by them for such conveyance.

John M. Wall, Trustee.  
To deed.

May 1. 1895  
Record 219 Page 525.

John J. Garver <sup>and</sup>  
Mary R. Garver  
Husband <sup>and</sup> wife

Same Lot 16.

Whereas by the Terms of said deed (last above) said Real Estate was to be by me conveyed to said John J. Garver <sup>and</sup> Mary R. Herson upon the marriage of said Parties last named as tenants in entirety upon demand being made by them for said conveyance. <sup>and</sup> whereas said John J. Garver <sup>and</sup> Mary R. Herson have since intermarried <sup>and</sup> are now husband <sup>and</sup> wife <sup>and</sup> for the purpose of Executing said Trust do hereby deed convey to said John J. Garver <sup>and</sup> Mary R. Herson <sup>and</sup> Mary R. Garver husband <sup>and</sup> wife to be held by them <sup>and</sup> held in entirety.

Taxes For 1897 Paid

Indianapolis Ind. November 16. 1898.

Examination of Dec 3. 1892 continued to date and we find no change in the title to and Incumbrance upon Lot 26 in Tract of land subdivision of the East Part of our Lot 134 in the City of Indianapolis. other than above shown.

Examination of Records of Recorders office made including the general judgment Dockets of Circuit Superior Court this Records Records of Complaints attachments.

Coval Fenon. Abstracts.  
Room 3. 160. E market St.

\* John J. Garter vs. } November 19. 1898  
      vs. Hammy } Record 309 page  
John H. Hall } Same Lot 26-

November 25. 1898

Examination of November 16 1898 continued to date and we find no change of title except as above named and no unexpired incumbrance incurred since said date  
Elliott & Butler

November 25. 1898—

Examination of December 3. 1892 continued to date and we find no change of title except as set forth on this and preceding page and no unexpired incumbrance incurred since said date  
Elliott & Butler

++ 4001 ++

Continuation of Abstract of Title to lot 26 in Simon Yandes Subdivision of the East part of Out Lot 129 in the City of Indianapolis.

Prepared for Messrs. Meyer and Kiser, since date of former continuation November 25, 1898.

309. p, 505. Nov. 26, 1898. Recorded Nov. 29, 1898.	John W. Hall and Libbie A. Hall his wife, to Frederick Gauchat.	Warranty Deed.
--	--	----------------

Lot 26 in Simn Yandes Subdivision of the East part of Out Lot 129 in the City of Indianapolis; subject to the taxes for the year 1898.

There are no further conveyances.

Mortgage.

355. p, 6. Nov. 28, 1898. Recorded Nov. 29, 1898.	Frederick Gauchat and Katie Gauchat his wife, to Henry Strauss.	Mortgage.
--	--	-----------

Lot 26 in Yandes Subdivision of the East part of Out Lot 129 in the City of Indianapolis.

To secure 1 principal note of \$1000.00 at 3 years after date, and 6 interest coupon notes of \$30.00 each, at 6, 12, 18, 24, 30 and 36 months, with 8% after maturity and 5% attorney's fees.

*dat, Nov 23  
1901 m*

Taxes for 1900 paid.

Taxes for 1901 now a lien.

*Since paid*

Indianapolis, November 14, 1901.

We find no further conveyances, nor unsatisfied encumbrances of record on lot 26 in Simon Yandes Subdivision of the East part of Out Lot 129 in the City of Indianapolis, since date of November 25, 1898.

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

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

INDIANA TITLE GUARANTY AND LIAISON CO.

*George Hume*  
Sec'y & Treas.

Continuation of Abstract of Title to Lot 26 in Simon Yandes' Subdivision of the East part of Out Lot 129 in the City of Indianapolis.

Prepared for Frederick Gauchat since date of former continuation dated November 14, 1901.

There are no further conveyances.

Encumbrances.

404, P. 499.  
Nov. 23, 1901.  
Recorded  
Nov. 29, 1901.

Frederick Gauchat, and  
Katie Gauchat, his wife,  
to  
Henry Strauss.

SATISFIED OF RECORD 2-22/04  
ATTEST, UNION TITLE CO.  
Mortgage  
BY *Albert M. Duster*  
PRESIDENT

Lot 26 in Simon Yandes' Subdivision of the East part of Out Lot 129 in the City of Indianapolis. To secure the payment of one note for \$1100.00, due five years after date and 10 coupon notes each for \$33.00 and due in 6 to 60 months.

The mortgagors reserve the right to pay this loan at any interest paying period after three years from date hereof.

Assigned to F. W. Hutchinson February 21, 1902.

*Since Paid 3/1*

Taxes for the year 1903 1st installment paid. 2nd installment unpaid.

SINCE PAID,  
Marion Title Guaranty Company,  
BY *[Signature]*

Taxes for the year 1904 now a lien.

SINCE PAID IN FULL  
ATTEST, UNION TITLE CO.  
BY *Wm. E. Burdridge*  
PRESIDENT

Indianapolis, Ind. June 9, 1904.

We find no further conveyances, nor unsatisfied encumbrances of record on lot as described in caption, since date of November 14, 1901.

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

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

MARION TITLE GUARANTY COMPANY

BY *Arthur Lopez*  
MANAGER

#14817.

Continuation of Abstract of Title to Lot 26, in Simon Yandes' Sub-division of the East part of Out Lot 1293, in the City of Indianapolis.

Prepared for Frederick Gauchat, since date of former continuation, dated June 9, 1904.

There are no further conveyances.

Taxes for the year 1903, paid in full.

Taxes for the year 1904, now a lien.

SINCE PAID IN FULL  
ATTORNEY UNION TITLE CO.  
BY *Albert M. Justice*  
PRESIDENT

Indianapolis, July 13, 1904.

We find no further conveyances nor unsatisfied encumbrances of record on Lot as described in caption, since date of June 9, 1904.

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

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

MARION TITLE GUARANTY COMPANY,

BY *Arthur Lopez* MANAGER.

430261

CAPTION

-1-

Continuation of Abstract of Title to Lot 26 in Simon Yandes' Subdivision of the East part of Out Lot 129 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 112 in the office of the Recorder of Marion County, Indiana. Since July 13, 1904.

Prepared For: Adolph G. Emhardt

Misc. Record  
171 page 61  
May 24, 1924  
Recorded  
May 27, 1926

-2-

STATE OF INDIANA, COUNTY OF MARION, SS:

James H. McKernan, Jr. being duly sworn upon his oath says:

That he is a resident of Indianapolis, Marion County, Indiana, and he is a grandson of James H. McKernan, Sr., whose will dated January 24, 1874 was probated January 31, 1877 in the Circuit Court of Marion County, Indiana, and which will is of record in Will Record F at page 158 of the records in the Clerk's Office of Marion County, Indiana.

Affiant says that he is familiar with the children of said James H. McKernan, Sr. and knows that no children were born to said James H. McKernan, Sr., subsequent to January 24, 1874.

Affiant further says that the wife and two children of David S. McKernan, the son of James H. McKernan, Sr., referred to in item 3 of said will were Edmonia G., his wife and Henry McKernan and Mary McKernan, his children.

He further says that said Edmonia G. McKernan died prior to her husband, David S. McKernan, without leaving a will and left surviving her as her only heirs, her said husband, David S. McKernan and her said children Henry McKernan and Mary McKernan and that there survives said decedent, Edmonia G. McKernan, no other child or children and no other descendant of a deceased child or children.

Affiant further says that he is a son of Louis H. McKernan, whose will dated April 8, 1869 was probated April 22, 1889, and is of record in Will Record K at page 1 of the Records in the Clerk's Office of Marion County, Indiana, and affiant says that no children were born to his said father Louis H. McKernan, after the date April 8, 1869 of said will.

James H. McKernan

Subscribed and sworn to before me this 24th day of May, 1924.

J. Stephen Fullen (LS)

Notary Public  
Marion County, Ind.

My commission expires May 28, 1927.

-1- njt

12

430261

Misc. Record  
210 page 296  
Inst. #20584  
Nov. 30, 1914  
Recorded  
May 23, 1929

STATE OF INDIANA, COUNTY OF MARION, SS:

Henry D. Pierce being first duly sworn upon his oath says that he is the same person who appears as one of the grantors in the deed recorded in Town Lot Record 189 at page 534, thereof, of the records in the office of the Recorder of Marion County, Indiana, by which deed the following described real estate in Marion County, Indiana, to-wit:-

Lot numbered 38 in S. Yandes' Subdivision of the east part of Out Lot numbered 129 in the City of Indianapolis, together with other real estate was conveyed to William Todd, Trustee; that said Todd was Trustee only for the purpose of receiving the title to said real estate and executing the objects stated in the written agreement referred to in said deed, and promptly conveyed the same to this affiant and his wife, Elizabeth V. Pierce, and for no other purposes; and that said Todd fully executed said trust as shown by the said agreement and the deed executed by him recorded in Town Lot Record 189, at page 541, thereof of the three records in the office of the Recorder of Marion County, Indiana.

H. D. Pierce

Subscribed and sworn to before me, a Notary Public, this 30th day of November, 1914.

Anna M. Herberg (LS)

Notary Public

My commission expires March 4, 1918.

Town Lot Record  
373 page 483  
July 14, 1904  
Recorded  
July 15, 1904

Frederick Gauchat and  
Katie Gauchat, his wife  
to  
Jesse Warrington

Warranty Deed

Lot numbered 26 in Simon Yandes subdivision of the east part of Out-Lot 129 in the city of Indianapolis, Indiana.

-2- njt

430261

-5-

Jesse Warrington died intestate November 25, 1920.

IN THE PROBATE COURT OF MARION COUNTY

Estate Docket  
69 page 22737

IN THE MATTER OF THE ESTATE OF Jesse Warrington DECEASED.

-6-

September 16, 1924, Petition and Schedule to determine Inheritance Tax without letters of administration filed. Ordered referred to Inheritance Tax Appraiser for investigation.

Order Book 91 page 99.

October 3, 1924, Inheritance Tax Appraiser filed report showing estate was subject to an Inheritance Tax, and that said tax has been paid. Approved by the Court.

Order Book 91 page 213.

NOTE: Petition above referred to shows that said decedent left surviving him as his sole and only heirs at law, towit: Florence E. Warrington and Gertrude Warrington Bain, adult daughters. Schedule of property of said decedent filed with the Inheritance Tax Appraiser for Inheritance Tax Appraisement lists Yandes Sub. Lot 26, O. L. 129, 1018 S. West St. Bruce-Baker Add., Lots 29, 30, 31 Blk 14. Martindale's Hill Place Add., Lot 21, 222-224 S. Oriental. Marlette Park Add., Lot 64, 2129-31 Alfree St. Warrington Add., Lot 63, Broadway & 53rd St. as an asset of said estate. Said Schedule further shows the gross value of said decedent's estate to be \$14,524.52.

Town Lot Record  
694 p. 452  
May 23, 1923  
Recorded  
May 23, 1923

-7-

STATE OF INDIANA, MARION COUNTY, SS:

Florence E. Warrington being duly sworn on oath, says that she is of lawful age, and resides in the City of Indianapolis, Indiana; that she is a daughter of Jesse Warrington who died intestate, in the City of Indianapolis on November 25, 1920 leaving surviving him as his sole and only heirs his daughters Gertrude W. Bain, formerly Warrington and affiant both of lawful age; that her said father left no debts; that his funeral expenses have been paid and that his estate was not and is not to be administered upon; that at the time of his death, he was the owner of the fee simple title to the following described real estate, situated in the County of Marion, and State of Indiana towit: Lot 63 in Warrington, an addition to the City of Indianapolis; Lot 21 in First Section of Elijah B. Martindale's Hill Place Addition to the City of Indianapolis; Lot 26 in Simon Yandes Subdivision of the East part of Out Lot 129 in the City of Indianapolis; Lots 29 30 and 31 in Block 14 in Bruce-Baker Addition to the City of Indianapolis; Lot 64 in Marlette Park Addition to the City of Indianapolis.



430261

Affiant further says that the value of said real estate as now fixed by competent appraisers, is the sum of \$9550.00 and that said real estate and the personal property of her said father at the time of his death did not exceed in value the sum of \$11000.00 that the funeral expenses and doctor bills of her said father amounted to the sum of \$467.50 which have been paid; that her said father was a widower at the time of his death; that he left no child or children or any descendants of any child or children other than affiant and her said sister; that this affidavit is made for the purposes of having said real estate transferred upon the records of Marion County, into the names of affiant and her said sister, Gertrude W. Bain.

Florence E. Warrington

Sworn to before me and subscribed in my presence this 23rd day of May 1923.

Jas. E. Pierce (LS)

Notary Public

My commission expires Apr. 15, 1927.

Town Lot Record  
695 page 418  
May 28, 1923  
Recorded  
June 1, 1923

Gertrude W. Bain, unmarried  
to  
Florence E. Warrington  
Lot 26 in Simon Yandes' Subdivision of the East  
Part of Out Lot 129 in the City of Indianapolis.  
Lots 29, 30, and 31 in Block 14 in Bruce-Baker  
Addition to the City of Indianapolis. Also other real estate.  
Subject to all unpaid taxes and municipal assessments.

Warranty Deed

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Town Lot Record  
1036 page 407  
Inst. #21679  
April 2, 1940  
Recorded  
May 28, 1940

Florence E. Warrington,  
unmarried,  
to  
Gertrude W. Bain  
Lot 26 in Simon Yandes' Subdivision of the East  
part of Out Lot 129 in the city of Indianapolis.  
Lots 29, 30 and 31 in Block 14 in Bruce-Baker  
Addition to the City of Indianapolis.  
Lot 64 in Marlette Park Addition to the City  
of Indianapolis.  
Subject to all unpaid taxes and municipal assessments.

Warranty Deed  
(No U.S. Revenue  
Stamp Attached)  
(Love and Affection  
and \$1.00 consideration)

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Old Age Assistance Search

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

Judgment Search

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

Gertrude W. Bain

for the 10 years  
last past and  
against none other

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Taxes for the year 1951 on the Real Estate for which this Abstract is prepared are assessed in the name of Gertrude W. Bain and are due and payable on or before the first Mondays in May and November of 1952.

General Tax Duplicate No. 207912, A-B, Indianapolis, Center Township, Parcel No. 76179.

May Installment \$31.00 Paid.

November Installment \$31.00 Unpaid.

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Taxes for the year 1952 now a lien.

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## ZONING

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

General Ordinance #79, 1939, an ordinance to amend General Ordinance #114, 1922, Council Proceedings of 1939, page 645, introduced October 2, 1939, passed by the Common Council, October 16, 1939, and signed and approved by the Mayor, October 19, 1939, and effective January 10, 1940. General Ordinance #104, 1950, an ordinance to amend General Ordinance #114, 1922, Council Proceedings of 1950, page 981, introduced December 4, 1950, and signed and approved by the Mayor December 19, 1950, effective date December 19, 1950.

General Ordinance #99, 1951, an ordinance amending and supplementing General Ordinance #104, 1950, as amended, Council Proceedings of 1951, page 578, introduced August 6, 1951, and signed and approved by the Mayor, September 5, 1951, effective date September 14, 1951.

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

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

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

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.

Provides for its administration by the Building Commissioners, 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-4 ; Height District, Class H-2 ; 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.

June 9, 1952 We hereby certify that no variance has been granted by the Board of Zoning Appeals of the City of Indianapolis, affecting the use of the real estate described in the caption hereof.

# GUARANTEED CERTIFICATE

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STATE OF INDIANA }  
 COUNTY OF MARION }<sup>ss:</sup>

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

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

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

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

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

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

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

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

This certificate covers entries Nos. 1 to 16 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 7 both inclusive.

Dated at Indianapolis, Indiana, June 18, 1952, 7 A.M.

UNION TITLE COMPANY

by *Albert M. Bristor*  
 President

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# UNION TITLE COMPANY

ABSTRACTS OF TITLE + TITLE INSURANCE + ESCROWS

155 East Market Street

Union Title Building

Indianapolis 4, Indiana

Market 2361-5

Capital Stock \$1,000,000.00

430261

## UNITED STATES DISTRICT COURTS OF INDIANA

### SOUTHERN DISTRICT

Indianapolis Division  
Terre Haute Division  
Evansville Division  
New Albany Division

### NORTHERN DISTRICT

South Bend Division  
Hammond Division  
Fort Wayne Division

SEARCH FOR  
PENDING BANKRUPTCIES  
INTERNAL REVENUE TAX LIENS

Prepared for: Adolph G. Emhardt

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

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

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

June 18, 1952, 7 A.M. and

The Indianapolis Division of the Southern District down to and including

June 18, 1952, 7 A.M.

Gertrude W. Bain

UNION TITLE CO.

BY *Albert M. Bister*  
PRESIDENT

njt

FORM 156

Certificate Form adopted by Union Title Company, August 15, 1942

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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 1018-1020 S. West St., Indianapolis, Indiana, and more particularly described as follows, to-wit:

Lot Numbered 26 in Simon Yandes' Subdivision of the East part of Out Lot 129 of the Donation Lands of the City of Indianapolis, as per plat thereof recorded in Plat Book 2, page 112, in the office of the Recorder of Marion County, Indiana.

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 \$2000.00 without any relief from valuation or appraisement laws of the State of Indiana, with attorney's fees, in the following manner, to-wit:

The sum of \$500.00 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 \$20.00 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 6th day of October, 1952 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 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 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.

The buyer will assume and pay the taxes on said real estate beginning with the installment due and payable May, 1953 and all installments subsequent thereto, and all assessments for municipal and other improvements completed after this date, also, any taxes assessed on this instrument.

It is agreed that the seller may obtain a loan upon the real estate herein described, secured by mortgage,

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CAPTION

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Continuation of Abstract of Title to Lot 26 in Simon Yandes' Subdivision of the East part of Out Lot 129 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 112 in the office of the Recorder of Marion County, Indiana. Since June 18, 1952, 7 A.M.

Prepared for: Adolph G. Emhardt

Town Lot Record  
1458 page 633  
Inst. #46468  
July 15, 1952  
Recorded  
July 16, 1952

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Gertrude W. Bain, of  
lawful age and unmarried,  
to  
The Altenheim of Indianapolis,  
an Indiana nonprofit corporation

Warranty Deed  
(No U. S. Revenue  
Stamp Attached)  
(Consideration: \$1.00 and  
other valuable consideration)

PARCEL No. 1. Lot Numbered 26 in Simon Yandes' Sub-  
division of the East part of Out Lot 129 of the Donation  
Lands of the City of Indianapolis, as per plat thereof,  
recorded in Plat Book 2, page 112, in the office of the  
Recorder of Marion County, Indiana.

PARCEL No. 2. Lot Numbered 64 in Marlette Park, an  
Addition to the City of Indianapolis, as per plat there-  
of, recorded in Plat Book 10, page 39, in the office of  
the Recorder of Marion County, Indiana.

Subject to last half taxes for the year 1951 due  
and payable in November 1952 and all taxes due and  
payable thereafter and easements, restrictions, covenants  
or reservations that may be of record.

Grantor, Gertrude W. Bain, hereby certifies and  
warrants that she is one and the same person as Gertrude  
Warrington Bain, heir-at-law of Jesse Warrington, whose  
estate was administered upon by the Probate Court of  
Marion County and docketed in said court in Estate Docket  
69, page 22737, of said court.

The grantor hereby certifies that the monetary  
consideration for this deed is less than \$100.00.

Proper citizenship clause is attached.

Misc. Record  
62 page 569  
Apr. 12, 1910  
Recorded  
Apr. 23, 1910

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ARTICLES OF INCORPORATION OF THE DEUTSCHES ALTENHEIM  
VON INDIANAPOLIS (GERMAN HOME FOR THE AGED)

Incorporated April 12th, 1910 under voluntary  
corporation Act of 1889.

The Corporate Name of this Association shall be  
"Deutsches Altenheim Von Indianapolis". (German Home  
for the Aged of Indianapolis).

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The object of this Association shall be a charitable one for:

(a) The attendance, care and support of aged of both sexes.

(b) The establishment and maintenance of a Home and all other buildings necessary for the attendance, care and support of aged persons of both sexes.

The principal place of business of this Association shall be in the City of Indianapolis, State of Indiana.

Misc. Record  
116 page 377  
Dec. 28, 1920  
Recorded  
Dec. 31, 1920

AMENDED ARTICLES OF DEUTSCHES ALTENHEIM VON INDIANAPOLIS.

To all whom it may concern, this is to certify that on the 13th day of January, 1920, Deutsches Altenheim Von Indianapolis, also known as German Home for the Aged of Indianapolis, a voluntary Association under and by virtue of the laws of the State of Indiana, not organized for pecuniary purposes nor profit to any one, at a regular meeting of the members thereof, adopted the following amendment to its articles of incorporation, pursuant to a resolution to that effect adopted by its Board of Directors at a session thereof held prior to said meeting and pursuant to its by-laws, rules, and regulations and upon due notice to all members thereof, to-wit:

Be it Resolved, and Article I of said Articles of Incorporation be made to read as follows:

Article I. Name: The corporate name of this Association shall be and is "The Altenheim of Indianapolis."

Be it further resolved that Article II of said Articles of Incorporation be amended to read as follows:

Article II. Object: The object of said association shall be and is to afford a home for aged people under and by virtue of such rules and regulations which it may adopt and subject to its constitution and by-laws adopted in addition hereto.

Mortgage Record  
1758 page 167  
Inst. #76111  
Sept. 6, 1952  
Recorded  
Oct. 27, 1954

The Altenheim of Indianapolis, (Corp. Seal) Conditional Sales Contract  
By Adolph G. Emhardt, Pres.

Attest: Emma G. Pine, Rec. Sec.  
an Indiana nonprofit corporation  
hereinafter referred to as the seller,  
to

William Danz and  
Dorothy Danz  
husband and wife  
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

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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, remodeled, or altered in any manner whatsoever, without the written consent of the seller.

It is mutually agreed by and between the parties hereto that the time of payment shall be of the essence of this contract.

For further particulars see instrument.

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Reference to Cause No. 70893 in the Marion Circuit Court wherein Dorothy Danz was plaintiff and William A. Danz was defendant, discloses that said plaintiff was granted an absolute divorce from the defendant, on September 14, 1953.

See Order Book 311 page 100.

#### ASSIGNMENT OF CONDITIONAL SALES CONTRACT

Mortgage Record  
1758 page 168  
Inst. #76112  
Oct. 13, 1954  
Recorded  
Oct. 27, 1954

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For value received, we the undersigned, William Dans and Dorothy Dans, hereby sell, assign and transfer all our right, title and interest in and to a certain conditional sales contract entered into on the 6th day of September 1952 by and between THE ALTENHEIM of Indianapolis, a non-profit corporation and William Dans and Dorothy Dans for the purchase of the following described real estate, to wit:

Lot numbered 26 in Simon Yandes Subdivision of the East part of Out Lot 129 of the Donation Lands of the City of Indianapolis, as per plat thereof recorded in

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Plat Book 2, page 112, in the Office of the Recorder of Marion County, Indiana, and which real estate is commonly known as 1018-1020 S. West Street, Indianapolis, Indiana,

And we hereby sell, assign and transfer all our right title and interest in and to said above described real estate together with all our rights and privileges under said conditional sales contract to Ernest E. Owens and Marie S. Owens, husband and wife.

Dated at Indianapolis, Marion County, Indiana, the day and year first above written.

William Danz

Dorothy Danz

(Duly acknowledged) Dorothy Dans

Old Age Assistance  
Search

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

Judgment Search

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

Gertrude W. Bain

from June 18, 1952  
7 A.M. to and including  
July 16, 1952

and vs.

The Altenheim of  
Indianapolis

for the 10 years  
last past and  
against none other.

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

General Tax Duplicate No. 206202, A-B, Indianapolis, Center Township, Parcel No. 76179.

May Installment \$38.76 Paid.

November Installment \$38.76 Unpaid.

SINCE PAID \* FULL  
ATTY. UNION TITLE CO.  
BY *Vern E. Burdette*  
PRESIDENT

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Taxes for the year 1954 now a lien.

SINCE PAID \* FULL  
ATTY. UNION TITLE CO.  
BY *Vern E. Burdette*  
PRESIDENT

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

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

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

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

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

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

Seven classes of Area Districts, Class AA, 15,000 square feet per family; Class A-1, 7,500 square feet per family; Class A-2, 4,800 square feet per family; Class A-3, 2,400 square feet per family; Class A-3 (corner lot) 2000 square feet per family; Class A-4, 1200 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 Areas.

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

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

#### Restrictions on Reduction of Lot Areas.

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

#### Restrictions of Floor Areas in Dwelling Houses.

(General Ordinance No. 113, 1952)

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

In Class AA district 1500 square feet;

In Class A1 district 1200 square feet;

In Class A2 district 900 square feet;

In Class A-3, A4, A5 or A6 district 720 square feet.

Building line and Yard Restrictions in U1 and U2 districts.

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

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

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

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

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

The real estate herein abstracted appears in Use District, Class U-4; Height District, Class H-2 ; 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.

October 25, 1954. We hereby certify that no variance has been granted by the Board of Zoning Appeals of the City of Indianapolis, affecting the use of the real estate described in the caption hereof.

**GUARANTEED CERTIFICATE**

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STATE OF INDIANA }  
COUNTY OF MARION } ss:

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

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

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

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

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

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

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

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

This certificate covers entries Nos. 1 to 14 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 10 both inclusive.

Dated at Indianapolis, Indiana, October 30, 1954, 8 A.M.

**UNION TITLE COMPANY**

by *Vern. C. Busbridge*  
President

-10- sr

# UNION TITLE COMPANY

ABSTRACTS OF TITLE • TITLE INSURANCE • ESCROWS

155 East Market Street

Union Title Building

Indianapolis 4, Indiana

ME lrose 2-2361

Capital Stock \$1,000,000.00

483948

## UNITED STATES DISTRICT COURTS OF INDIANA

### SOUTHERN DISTRICT

Indianapolis Division  
Terre Haute Division  
Evansville Division  
New Albany Division

### NORTHERN DISTRICT

South Bend Division  
Hammond Division  
Fort Wayne Division

SEARCH FOR  
PENDING BANKRUPTCIES  
INTERNAL REVENUE TAX LIENS

Prepared for: **Adolph G. Emhardt**

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

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

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

**October 27, 1954, 8 A.M.** and

The Indianapolis Division of the Southern District down to and including

**October 28, 1954, 8 A.M.**

**Gertrude W. Bain**

**The Altenheim of Indianapolis**

UNION TITLE CO.

*Wm. C. Burdidge*  
PRESIDENT

ST



650071

CAPTION

-1-

Continuation of Abstract of Title to Lot 26 in Simon Yandes' Subdivision of the East part of Out Lot 129 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 112 in the office of the Recorder of Marion County, Indiana.  
Since October 30, 1954, 8 A.M.

Prepared for: Ernest Earl Owens

Town Lot Record  
1552 page 326  
Inst. #82584  
Nov. 17, 1954  
Recorded  
Nov. 19, 1954

The Altenheim of Indianapolis,  
(Corp Seal) by  
Adolph G. Emhardt, Its  
President Attested:  
Emma G. Pine, Its Recording  
Secretary an Indiana  
nonprofit corporation  
to  
Ernest E. Owens and  
Marie S. Owens,  
husband and wife

Special Warranty Deed  
(U. S. Revenue  
Stamp Attached)

-2-

Lot Numbered 26 in Simon Yandes' Subdivision of the East part of Out Lot 129 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 112, in the office of the Recorder of Marion County, Indiana.

Subject to any unpaid taxes, municipal assessments, easements, reservations or covenants that may be of record.

The grantor by its officers executing this deed warrants that said grantor acquired the above described real estate pursuant to its Articles of Incorporation, Constitution and By-laws and in its usual course of business, and that this Warranty Deed is executed and delivered to the grantees herein pursuant to a duly adopted resolution of its Board of Directors past at a regular meeting of its Board authorizing its President Adolph G. Emhardt, and its Recording Secretary, Emma G. Pine, to execute and deliver the same on its behalf and further warrants and certifies that said corporation is incorporated under the laws of the State of Indiana as a nonprofit corporation and that it has no preferred stock issued or outstanding.

The warranties in this deed are limited to the acts of the grantor.

Proper Citizenship Clause is attached.

650071

Mortgage Record  
1761 page 620  
Inst. #82585  
Nov. 17, 1954  
Recorded  
Nov. 19, 1954

Ernest E. Owens and  
Marie S. Owens,  
husband and wife  
to  
The Altenheim of Indianapolis, an  
Indiana nonprofit corporation

Mortgage

SATISFIED OF RECORD 12-11-62  
ATTEST. UNION TITLE CO.  
E. Edward [Signature]  
PRESIDENT

-3-

Lot Numbered 26 in Simon Yandes' Subdivision of the East part of Out Lot 129 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 112, in the office of the Recorder of Marion County, Indiana.

To secure the payment, when the same shall respectively become due, of First mortgage note in the principal sum of \$2000.00, bearing interest at the rate of 5 1/2% per annum computed semi-annually on January 1st and July 1st of each year. Said interest and principal are payable in monthly installments of \$20.00 beginning December 17, 1954 and continuing until mortgage debt is paid in full. Said payments shall first apply upon payment of interest and any balance remaining on payment of principal. Said note is dated November 17, 1954, bearing interest at eight per centum per annum after maturity.

Old Age Assistance  
Search

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.

-4-

Juvenile Court  
Search

Examination has been made, as to the persons named under the heading of Judgment Search, and for the period so specified under said search, for judgments, as appear from the General Judgment Dockets of the Juvenile Court of Marion County, as said dockets are now entered up.

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

-5-

650071

Judgment Search

-6-

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

The Altenheim of Indianapolis

from October 30, 1954,  
8 A.M. to and including  
November 19, 1954

and vs

Ernest E. Owens  
and  
Marie S. Owens,  
jointly and  
not individually

for the 10 years  
last past and  
against none other

-7-

Taxes for the year 1958 and prior years paid in full.

-8-

Taxes for the year 1959 on the real estate for which this abstract is prepared are assessed in the name of Ernest E. and Marie S. Owens and are due and payable on or before the first Mondays in May and November of 1960.

General Tax Duplicate No. 403552, "M-N-O", Indianapolis, Center Township, Parcel No. 76179.

May Installment \$51.71 Paid.

November Installment \$51.71 Paid.

Assessed Valuation:

Land \$630.00    Improvements \$710.00    Exemption None

-9-

Taxes for the year 1960 now lien.

650071

METROPOLITAN PLAN COMMISSION  
DOCKET NO. 60-AO-4

-10-

ORDINANCE

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

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

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

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

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

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

\_\_\_\_\_  
John D. Hardin

\_\_\_\_\_  
Fred W. Nordsiek

\_\_\_\_\_  
Frank J. Billeter

\_\_\_\_\_  
Louie Moller

\_\_\_\_\_  
John A. Kitley

\_\_\_\_\_  
THE MARION COUNTY COUNCIL

DATED May 31, 1960

ATTEST Clem Smith

AUDITOR OF MARION COUNTY, INDIANA

-11- RESOLUTION ADOPTING EXISTING MASTER PLANS AND MAKING  
RECOMMENDATIONS TO THE MARION COUNTY COUNCIL

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 Ordinances now in force in Marion County, Indiana, and the classified Cities and Towns of Marion County, Indiana, The Metropolitan Plan Commission of Marion County, Indiana, adopts all existing Master Plans now in force in Marion County, Indiana, and the classified Cities and Towns of Marion County, Indiana.

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

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

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

If such lands lie outside the corporate limits of any incorporated City or Town within Marion County, Indiana, that they be classified and zoned A-2 as that classification and zoning is defined and prescribed in the existing Marion County Master Plan Permanent Zoning Ordinance,

said existing Marion County Master Plan Permanent Zoning Ordinance being one of the aforesaid existing zoning ordinances now in force in Marion County, Indiana, which The Metropolitan Plan Commission of Marion County, Indiana, hereby recommends to The Marion County Council for adoption by it without amendment.

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

Effective March 28, 1957.

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

-12- January 27, 1961. 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.

650071

# GUARANTEED CERTIFICATE



-13-

STATE OF INDIANA }  
COUNTY OF MARION } ss:

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

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

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

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

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

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

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

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

This certificate covers entries Nos. 1 to 13 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 6 both inclusive.

Dated at Indianapolis, Indiana, February 8, 1961, 8 A.M.

UNION TITLE COMPANY

by *Vern E. Burbridge*  
President

-6-mp

# UNION TITLE COMPANY

ABSTRACTS OF TITLE + TITLE INSURANCE + ESCROWS

155 East Market Street

Union Title Building

Indianapolis 4, Indiana

ME lrose 2-2361

Capital Stock \$1,000,000.00

650071

## UNITED STATES DISTRICT COURTS OF INDIANA

### SOUTHERN DISTRICT

Indianapolis Division  
Terre Haute Division  
Evansville Division  
New Albany Division

### NORTHERN DISTRICT

South Bend Division  
Hammond Division  
Fort Wayne Division  
Lafayette Division

SEARCH FOR  
PENDING BANKRUPTCIES  
INTERNAL REVENUE TAX LIENS

Prepared for: Ernest Earl Owens

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

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

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

February 1, 1961, 8 A.M. and

The Indianapolis Division of the Southern District down to and including

February 2, 1961, 8 A.M.

The Altenheim of Indianapolis

Ernest E. Owens

Marie S. Owens

UNION TITLE CO.

BY *James E. Bunkley*  
PRESIDENT

mp

65-10285A

CAPTION

-1-

Continuation of Abstract of Title to Lot 26 in Simon Yandes' Subdivision of the East part of Out Lot 129 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 112, in the office of the Recorder of Marion County, Indiana.  
Since February 8, 1961, 8 A.M.

Prepared for: First Holding Corporation

Deed Record  
1850 page 171  
Inst. #14825  
Dated  
Feb. 21, 1961  
Recorded  
Feb. 23, 1961

Ernest E. Owens and  
Marie S. Owens,  
husband and wife  
to

Warranty Deed  
(U. S. Revenue  
Stamp Attached)

First Holding Corporation,  
an Indiana Corporation

Lot 26 in Simon Yandes' Subdivision of the East part of Out Lot 129 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 112, in the office of the Recorder of Marion County, Indiana.

Instrument shows name of person preparing same.

-2-



65-10285A

Misc. Record  
554 page 639  
Inst. #16719  
Feb. 28, 1956  
Recorded  
Mar. 8, 1956

ARTICLES OF INCORPORATION OF FIRST HOLDING CORPORATION  
Pursuant to the provisions of The Indiana General  
Corporation Act, as amended.

The name of the Corporation is First Holding  
Corporation.

The purposes for which the Corporation is formed  
are:

To acquire (by purchase, exchange, lease or  
otherwise), hold, own, invest in, sell, convey, dis-  
count or otherwise deal in, either alone or in con-  
junction with others, contracts for the purchase  
and sale of real estate or of any interest in real  
estate, and to engage in all allied and incidental  
lines of business or activity.

To acquire (by purchase, exchange, lease or  
otherwise) hold, own, appraise, invest in, divide,  
sub-divide, plat improve, manage, operate, lease,  
mortgage, sell, convey or otherwise deal in, either  
alone or in conjunction with others, real estate or  
any interest in real estate, of every kind, character  
and description, and to engage in all allied and  
incidental lines of business or activity.

The period during which the Corporation shall  
continue is perpetual.

The total number of shares into which the author-  
ized capital stock of the Corporation is divided is  
300,000 shares without par value.

The amount of paid-in capital, with which the  
Corporation is beginning business is \$1,000.00.

Approved and Filed Mar. 8, 1956.

Crawford F. Parker,  
Secretary of  
State of Indiana.

-3-

PAID IN CAPITAL AFFIDAVIT

FOR FIRST HOLDING CORPORATION

Misc. Record  
554 page 645  
Inst. #16720  
Recorded  
Mar. 8, 1956

Affidavit signed by majority of directors of said  
corporation states that required capital has been  
fully paid in.

-4-

-2- sab

65-10285A

Mortgage Record  
2178 page 689  
Inst. #113772  
Dated  
Dec. 4, 1962  
Recorded  
Dec. 5, 1962

First Holding Corporation  
to  
Union Federal Savings and  
Loan Association

Mortgage

Lot 26 in Simon Yandes' Subdivision of the East part of Out Lot 129 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 112, in the office of the Recorder of Marion County, Indiana.

To secure the payment of a loan as evidenced by a promissory note of even date herewith in the principal sum of \$19,650.00 and payable on or before 8 years after date, with interest at the rate of 6 1/2 per cent per annum from date until paid, said principal and interest being payable in monthly installments of \$263.05 per month, in advance, commencing on the 4th day of January, 1963, and on the 4th day of each calendar month thereafter until the whole of said principal sum and interest is fully paid in compliance with the stipulations of said note, all without relief from valuation and appraisal laws and with reasonable attorneys' fees.

In addition to the amount of the original note secured hereby, and such advances made by the Association to protect its security this mortgage shall also secure such additional amounts which the Association, at its option, may loan to the Mortgagor(s) or his or their successor or successors in title; provided, however, that at no time shall the total amount secured hereby exceed the sum of \$19,650.00.

IN WITNESS WHEREOF, this instrument has been executed by Mortgagor(s) on this 4th day of December 1962.

FIRST HOLDING CORPORATION

By: Charles C. Smith,  
President

Attest: Earl B. Hall,  
Secretary

Instrument shows name of person preparing same.  
Corporate Seal of Mortgagor affixed.

-5-

Old Age Assistance  
Search

-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.

Juvenile Court  
Search

-7-

Examination has been made, as to the persons named under the heading of Judgment Search, and for the period so specified under said search, for judgments, as appear from the General Judgment Dockets of the Juvenile Court of Marion County, as said dockets are now entered up.

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

Uniform Commercial  
Code

-8-

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

Judgment Search

-9-

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

Ernest E. Owens  
and  
Marie S. Owens  
jointly and  
not individually

and vs.

First Holding Corporation

from February 8, 1961,  
8 A.M. to and including  
February 23, 1961

for the 10 years  
last past and  
against none other.

65-10285A

-10- Taxes for the year 1963 and prior years paid in full.

-11- Taxes for 1964 payable 1965 in name of First Holding Corporation.

Duplicate No. 273360, E-F-G, Indianapolis,  
Center Township, Code No. 1-01, Parcel No. 76179.

May Installment \$48.96 Unpaid.

November Installment \$48.96 Unpaid.

Assessed Valuation:

Land \$420.00 Improvements \$630.00 Exemption (None)

-12- Taxes for 1965 now a lien in name of First Holding Corporation.

## SYNOPSIS OF ZONING AND PLANNING REGULATIONS

-13-

The original comprehensive Zoning Ordinance of the City of Indianapolis, General Ordinance No. 114-1922, was repealed and reordained by General Ordinance No. 104-1950, as amended, to regulate and restrict height, area, bulk and use of buildings and to specify and regulate location of industries and commercial enterprises.

A Marion County Master Plan, Permanent Zoning Ordinance, prepared by the Marion County Plan Commission, was adopted by the Board of Commissioners Nov. 12, 1948, and a certified copy was recorded February 24, 1949, in Miscellaneous Record 430, page 384, etc., for regulating use and intensity of use of land, location of industries and commercial enterprises, prescribing minimum dwelling dimensions and lot area requirements and defining use classifications, providing subdivision controls and thoroughfare plans.

The Metropolitan Plan Commission of Marion County, by Resolution adopted by the County Council as Ordinance No. 8-1957 effective March 28, 1957, recorded April 1, 1957, in Deed Record 1557, page 486, adopted and continued all existing Master Plans then in force in Marion County and in the various Cities and Towns as a consolidated Master Plan.

An Airport District Ordinance was adopted by the Marion County Council Sept. 4, 1963 and recorded Oct. 7, 1963 as Instrument #59018 in the Recorder's Office, establishing an "Airport Approach Area" within a radius of 10,000 feet from the airport reference point, and an "Airport Circling Area", prescribing regulations as to character, use and height of structures and cleanness of air in said areas.

A Central Business District Zoning Ordinance effective April 7, 1964, was adopted for Metropolitan Indianapolis, classifying areas and permitted businesses, with regulations respecting use of buildings, parking, etc.

An Industrial Zoning Ordinance #63-AO-4 was adopted Nov. 7, 1963, incorporating the Industrial Land Use Map and Industrial Land Use Plan adopted by the Metropolitan Plan Commission for the classification, regulation and development of Industrial uses in Indianapolis and Marion County, including regulation and limitation of height, area, bulk and floor space of structures, and performance standards, standards of density, and traffic distribution therefor.

Low Rise Multiple Dwelling Zoning Districts Zoning Ordinance was adopted August 4, 1964, to provide for establishment of Multiple Dwelling Zoning Districts and regulations pertaining thereto, to be designated by Zoning District symbols D-6, etc.

Ordinances generally provide that lots platted or owned previously may be used even if sub-standard in size and legally established non-conforming use may be continued under existing conditions. Specified set-back lines and yard sizes are required in all areas.

Attached hereto is an exhibit showing the basic classifications designated in the ordinances affecting the City of Indianapolis and Marion County. The provisions of the ordinances are too voluminous to permit adequate reporting herein. More details can be furnished upon request, but for specific information, reference should be had to the complete text of the appropriate ordinance. This statement is a synopsis only and is furnished for general information.

According to the maps filed with the respective ordinances, the real estate described herein appears to lie in District designated U-4, H-2, A-4.

-14-

May 14, 1965. 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.

## SYNOPSIS OF BASIC CLASSIFICATIONS OF ZONING ORDINANCES

## CITY OF INDIANAPOLIS ZONING ORDINANCE AS AMENDED, ESTABLISHED THE FOLLOWING DISTRICTS:

Six 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-3, (S), or General Commercial Districts; Class U-4, or First Industrial Districts; and Class U-5 or Second Industrial Districts; In addition to the six classes of Use Districts, there are two additional classes, namely U-6 or Prohibited Uses, and U-7, or Special Permit Uses.

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

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

Seven classes of Area Districts, Class AA, 15,000 square feet per family; Class A-1, 7,500 square feet per family; Class A-2, 6,800 square feet per family; Class A-3, 6000 square feet per family; Class A-4, 1700 square feet per family; Class A-5, 1100 square feet per family; Class A-6, 800 square feet per family.

## Restrictions of Floor Areas:

In Class AA district 1500 square feet;

In Class A1 District 900 square feet;

In Class A2 District 900 square feet;

In Class A-3, A4, A5, or A6 district 720 square feet.

## MARION COUNTY MASTER PLAN AS AMENDED ESTABLISHED THE FOLLOWING:

F-1 Forestry District: A-1, A-2, Agricultural District: R-1, R-2, R-3, R-4, R-5, R-6, Residential Districts: B-1, B-2, B-3, B-4, B-5, B-6, Business Districts: I-1, I-2, I-3, Industrial Districts: RT-1, RT-2, RT-3, Residential District Temporary: S, Special Uses District: RR, Railroad District; G-s, Gravel Sand District.

## Minimum requirements as follows:

## District - Lot Area - Lot Width - Dwelling Dimensions

			one-story	higher
A-1	15,000	80	900	660
A-2	15,000	80	900	660
R-1	24,000	100	1500	1000
R-2	20,000	90	1200	800
R-3	15,000	80	900	660
R-4	11,250	70	720	500
R-5	9,000	60	500	500
R-6	14,000	80	900	660

Variations of foregoing are provided for multiple dwellings.

## CENTRAL BUSINESS DISTRICT ZONING ORDINANCE CREATES CLASSES AS FOLLOWS:

Central Business District One (CBD-1)

Central Business District Two (CBD-2)

Central Business District Three (CBD-3)

## INDUSTRIAL ZONING ORDINANCE CREATES CLASSES AS FOLLOWS:

I-1-S RESTRICTED INDUSTRIAL SUBURBAN DISTRICT

I-2-S LIGHT INDUSTRIAL SUBURBAN DISTRICT

I-3-S MEDIUM INDUSTRIAL SUBURBAN DISTRICT

I-4-S HEAVY INDUSTRIAL SUBURBAN DISTRICT

I-1-U RESTRICTED INDUSTRIAL URBAN DISTRICT

I-2-U LIGHT INDUSTRIAL URBAN DISTRICT

I-3-U MEDIUM INDUSTRIAL URBAN DISTRICT

I-4-U HEAVY INDUSTRIAL URBAN DISTRICT.

# GUARANTEED CERTIFICATE

-15-  
STATE OF INDIANA }  
COUNTY OF MARION } ss:

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

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

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

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

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

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

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

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

This certificate covers entries Nos. 1 to 15 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 8 both inclusive.

Dated at Indianapolis, Indiana, **May 27, 1965, 8 A.M.**

UNION TITLE COMPANY

by C. Edward Plum  
President

-8- sab

# UNION TITLE COMPANY

ABSTRACTS OF TITLE + TITLE INSURANCE + ESCROWS

155 East Market Street

Union Title Building

Indianapolis 4, Indiana

ME lrose 2-2361

Capital Stock \$1,000,000.00

65-10285A

## UNITED STATES DISTRICT COURTS OF INDIANA

SOUTHERN DISTRICT

NORTHERN DISTRICT

Indianapolis Division  
Terre Haute Division  
Evansville Division  
New Albany Division

South Bend Division  
Hammond Division  
Fort Wayne Division  
Lafayette Division

SEARCH FOR  
PENDING BANKRUPTCIES  
INTERNAL REVENUE TAX LIENS

Prepared for: **First Holding Corporation**

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

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

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

**May 26, 1965, 8 A.M.** and

The Indianapolis Division of the Southern District down to and including

**May 27, 1965, 8 A.M.**

**Ernest E. Owens**

**Marie S. Owens**

**First Holding Corporation**

UNION TITLE CO

BY

PRESIDENT

sab