

65-16040

*Chas Fee*

WARRANTY DEED

Project 1-70-3(52)  
Code 0536  
Parcel 8

This Indenture Witnesseth, That *WILLIAM L. PRICE & ALTA M. PRICE*  
(*ADULT HUSBAND & WIFE*)

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

the STATE OF INDIANA for and in consideration of *(\$4,450.00)*

*Four Thousand four hundred and fifty* Dollars,  
the receipt whereof is hereby acknowledged, the following described Real Estate in *MARION*  
County in the State of Indiana, to wit:

PART OF LOT 4, IN McCARTY'S SUBDIVISION OF OUT LOTS 118 AND 119, TO THE CITY OF INDIANAPOLIS, RECORDED IN PLAT BOOK 1, PAGE 253, IN THE OFFICE OF THE RECORDER, MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH UPON AND ALONG THE EAST LINE OF SAID LOT, 26.5 FEET TO A POINT; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT, 65.5 FEET TO A POINT; THENCE NORTH AND PARALLEL WITH THE EAST LINE OF SAID LOT, 26.5 FEET TO A POINT IN THE NORTH LINE OF SAID LOT; THENCE EAST UPON AND ALONG THE NORTH LINE OF SAID LOT, 65.5 FEET TO THE PLACE OF BEGINNING.

RESERVING, HOWEVER, UNTO THE GRANTOR THE FOLLOWING DESCRIBED FIXTURES AND IMPROVEMENTS WHICH ARE TREATED BY THE GRANTOR AND GRANTEE AS PERSONAL PROPERTY: GAS HEATING UNIT, FENCE, AND GAS WATER HEATER; WHICH FIXTURES AND IMPROVEMENTS GRANTOR COVENANTS TO MOVE FREE OF COST TO GRANTEE OFF THE ABOVE DESCRIBED REAL ESTATE WITHIN THIRTY DAYS FOLLOWING RECEIPT OF THE FIRST CHECK AND WHICH FIXTURES AND IMPROVEMENTS GRANTOR FURTHER COVENANTS SHALL BE TREATED AS AN ENCROACHMENT ON SAID LAND AFTER EXPIRATION OF THE FORESAID THIRTY DAYS, SAID ENCROACHMENT PERMITTING THE GRANTEE TO REMOVE FROM THE ABOVE DESCRIBED REAL ESTATE, BY DESTRUCTION OR OTHERWISE, SAID FIXTURES AND IMPROVEMENTS WITHOUT INCURRING ANY LIABILITY WHATSOEVER TO THE GRANTOR.



Paid by Warranty No. *A039531*  
*A039530*

Dated *3-19-65* 19*65*

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

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

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

In Witness Whereof, the said *WILLIAM L. PRICE & ALTA M. PRICE (H & W)*  
have hereunto set their hands and seals, this *17th* day of *February* 19*65*  
*x William L Price* (Seal) ..... (Seal)  
*WILLIAM L PRICE (ADULT HUSBAND)* (Seal) ..... APR 8 1965 ..... (Seal)  
*x Alta M Price* (Seal) ..... (Seal)  
*ALTA M PRICE (ADULT WIFE)* (Seal) ..... *John T. Sutton* ..... (Seal)  
..... (Seal) ..... COUNTY AUDITOR ..... (Seal)

*708*  
*3/5/65*

SDK

65-16040

This Instrument Prepared by *G. W. KING* SEP 11 1964

*MAR 2 1965*

ENVELOPE

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

Witness 18

STATE OF INDIANA, Marion County, ss:  
Before me, the undersigned, a Notary Public in and for said County and State, this 17th  
day of February, A. D. 1965; personally appeared the within named William L. Price & Alta M. Price Husband & Wife  
Grantor s in the above conveyance, and acknowl-  
edged the same to be their voluntary act and deed, for the uses and purposes herein mentioned.  
I have hereunto subscribed my name and affixed my official seal.  
My Commission expires August 7, 1968 Edwin F. Haskin Notary Public  
EDWIN F. HASKIN

STATE OF INDIANA, \_\_\_\_\_ County, ss:  
Before me, the undersigned, a Notary Public in and for said County and State this \_\_\_\_\_

The undersigned owner of a mortgage and/or lien on the land of which the real estate  
(Parcel No. 8, Project No. I-70-3(52)) described in the attached deed is  
conveyed, hereby releases from said mortgage and/or lien said real estate, and do hereby  
consent to the payment of the consideration therefor as directed in claim voucher provid-  
ing for payment for said deed, this 18th day of February,  
1965.

\_\_\_\_\_(Seal) Anchor Federal Savings & Loan Assoc. (Seal)  
\_\_\_\_\_(Seal) Ivan E. Cooprider Pres. (Seal)

State of Indiana )  
County of Marion ) SS:

Personally appeared before me Ivan E. Cooprider, President, Anchor  
Federal Savings & Loan Assoc. above named and duly acknowledged the execution  
of the above release the 18th day of February, 1965.

Witness my hand and official seal.  
My Commission expires May 8, 1968 Perry S. Cole  
Perry S. Cole - Notary Public

65 16040

RECEIVED FOR RECORD  
1965 APR -8 PM 2:40  
MARCIA M. HAWTHORNE  
RECORDER OF MARION COUNTY

65 16040

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

March 24, 1965 19

To William L. Price, Alta M. Price & Anchor  
 Federal Savings & Loan Association  
 148 E. Washington Street  
 Indianapolis, Indiana

## GENTLEMEN:

We enclose State Warrant No. A 039530 3-19-65 19  
 in settlement of the following vouchers:

DESCRIPTION	AMOUNT
Purchase	
<i>For the purchase of Right of Way on State Road</i>	
No. I-70 in Marion	
County I Project 70-3	
Section (52) as per Grant dated	
February 17, 1965	4000.00
Parcel 8	

PLEASE RECEIPT AND RETURN

Received Payment: *William L Price*

Date:

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA

March 24, 1965 19

To William L. Price, Alta M. Price  
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A039531 3-19-65 19  
in settlement of the following vouchers:

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>February 17, 1965</i>  Parcel 8  escrow	450.00

PLEASE RECEIPT AND RETURN

Received Payment: *William L Price*

Date

APPRAISAL REVIEW FORM

Division of Land Acquisition  
Indiana State Highway Commission

Project I-70-3-(52)  
Parcel No. 8  
Road I-70-  
County Marion  
Owner William L. Price  
Address 1012 S. Charles St.  
Address of Appraised Property:  
Same.

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

1. I have personally checked all Comparables and concur in the determinations made. Yes
2. Planning and Detail Maps were supplied appraisers. Yes
3. The three approaches required (Income, Market Data, and Cost Replacement) were considered. Yes, see attachment
4. Necessary photos are enclosed. Yes
5. The appraisal is fully documented and supported as required by the State Highway Commission and the requirements of P.P.M. 21-4.1 of the Federal Bureau of Roads. Yes
6. Plats drawn by the appraisers are attached. Yes
7. I have personally inspected the Plans. Yes
8. I have personally inspected the site on Yes, Jan. 7th, 1965 and familiarized myself with the Parcel.
9. The computations of this parcel have been checked and reviewed. Yes
10. To the best of my knowledge, non-compensable items are not included in this appraisal. There are none.
11. The appraiser has complied with the Indiana State Highway Commission instructional outline and/or good appraisal practices. Yes

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

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

It is my opinion as of Jan. 7th, 1965 :  
(Date)

(a) The fair market value of the entire property before the taking is: \$ 4,500.00

(b) The fair market value of the property after the taking, assuming the completion of the improvement is: \$ None

The total value of taking is: (a minus b) TOTAL \$ 4,500.00

- |                                       |                    |
|---------------------------------------|--------------------|
| (1) Land and/or improvements          | <u>\$ 4,500.00</u> |
| (2) Damages                           | <u>\$ none</u>     |
| (3) Other damages and/or temp. R.O.W. | <u>\$ None</u>     |
| (4) Estimated Total Compensation      | <u>\$ 4,500.00</u> |

APPROVED BY:

Approved	Date	Signed
Rev. Appr.	<u>1/27/65</u>	<u>[Signature]</u>
Asst. or Chief Appr.	<u>1/28/65</u>	<u>[Signature]</u>

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

This report to be completed in triplicate on each call. copy to be inserted in parcel - one to be forwarded to office with weekly report - one copy to property owner.

BUYERS REPORT

PROJECT I-70-3-(52) PARCEL # 8  
OWNER William L. Price PHONE # Me 6 9484

(Other interested parties and relationship)

ADDRESS OF OWNER 1012 So. Charles

DATE ASSIGNED 2-8-65

DATE OF CONTACT 2-17-65

TIME OF CONTACT 4 P.M.

DATE OF PREVIOUS CONTACT 2-16-65

OFFER \$ 4500<sup>00</sup>

DETAIL CONTACT\* Mr. + Mrs Price signed the deed & Chain  
managers because he is being allowed to  
retain his surname, water heater and fence for  
the sum of \$50<sup>00</sup>

ACTION TAKEN\*\* Secured - will take for mortgage release.

SIGNED E. F. Haskin

\* Showed plans, walked over property, etc.

\*\* Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.

If area set out does not have space enough, please use back of sheet.

This report to be completed in triplicate on each call. One copy to be inserted in parcel - one to be forwarded to office with weekly report - one copy to property owner.

BUYERS REPORT

PROJECT I 70-3(52) PARCEL # 8  
~~F 465-42~~  
OWNER William J. Price PHONE # Me 6 9484

(Other interested parties and relationship)  
\_\_\_\_\_  
\_\_\_\_\_

ADDRESS OF OWNER 1012 So Charles  
DATE ASSIGNED 2-8  
DATE OF CONTACT 8-16  
TIME OF CONTACT 4 P.M.  
DATE OF PREVIOUS CONTACT 2-11

OFFER \$ 4500

DETAIL CONTACT\* Mr Price said if some way could be worked out that he could retain his fence, furnos and water heater. He would sign up.

ACTION TAKEN\*\* Will take this matter up with Mr. Meaders in Land Management.

SIGNED E. L. Haskin

\* Showed plans, walked over property, etc.  
\*\* Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.  
If area set out does not have space enough, please use back of sheet.

This report to be completed in triplicate on each call. One copy to be inserted in parcel - one to be forwarded to office with weekly report - one copy to property owner.

BUYERS REPORT

PROJECT I 20-3-(52) PARCEL # 8  
OWNER William L. Price PHONE # me 69484

(Other interested parties and relationship)

ADDRESS OF OWNER 1012 So Charles

DATE ASSIGNED 2-8

DATE OF CONTACT 2-11

TIME OF CONTACT 4 P.M.

DATE OF PREVIOUS CONTACT None

OFFER \$ 4,500

DETAIL CONTACT\* Mr + Mrs Price didn't know what to do. thought they would get more. Wanted to think about it

ACTION TAKEN\*\* Am to contact Tues 2-16-65

SIGNED E. F. Harkin

\* Showed plans, walked over property, etc.

\*\* Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.

If area set out does not have space enough, please use back of sheet.



SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORT

PROJECT No. I-70-3 (52) STATE ROAD No. I-70 PARCEL No. 8

RECORD OWNER William L. Price and Alta M. Price

FROM September 24, 1962 TO February 24, 1965

I have checked the following records in Marion COUNTY, Indiana, for the Caption Property as described in the original T. & E. Report.

-----  
DEED RECORD See Attached  
Warranty Deed and Quit Claim Deed  
MORTGAGE RECORD See Mortgage to Anchor Federal  
MISCELLANEOUS RECORD No Change  
OLD AGE ASSISTANCE RECORD "  
TAX LIEN RECORD "  
JUDGMENT RECORD "  
LES PENDENS RECORD "  
TAX DUPLICATE Current Paid - none delinquent

CHANGES SINCE DATE OF LAST ABSTRACT ARE AS FOLLOWS: \_\_\_\_\_

Contract purchaser now title holder.

SIGNED Harriette B. Conn  
Harriette B. Conn, Abstractor  
DATE February 24, 1965

No. 696744

# ABSTRACT OF TITLE

TO

-1-

Part of Lot 4 in Margaret McCarty's Subdivision of Out Lot 119 and the West part of Out Lot 118 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 1, page 253, in the Office of the Recorder of Marion County, Indiana, more particularly described as follows, to-wit:

Beginning at the Northeast corner of said lot; running thence south upon and along the East line of said lot 26.5 feet to a point; thence West and parallel with the North line of said lot 65.5 feet to a point; thence North and parallel with the East line of said lot 26.5 feet to a point in the North line of said lot; thence East upon and along the North line of said lot 65.5 feet to the place of beginning.

Prepared for CLAUDE PITSENBERGER, GUARDIAN OF ESTATE OF WILLIAM T. ALLISON

OFFICERS

VERN E. BUNDRIDGE  
PRESIDENT

HIRAM E. STONECIPHER  
VICE-PRES. AND SEC.

C. EDWARD BLUM  
VICE-PRESIDENT

ROBERT W. STOCKWELL  
VICE-PRESIDENT

GEORGE W. THOMPSON  
VICE-PRES. AND TREAS.

BY

## UNION TITLE COMPANY

INCORPORATED

ABSTRACTS OF TITLE, TITLE INSURANCE, ESCROWS

155 EAST MARKET STREET — MELROSE 2-2361

Indianapolis, Indiana

BOARD OF DIRECTORS

C. EDWARD BLUM  
ERWIN L. BOHN  
ALBERT F. BROMLEY  
VERN E. BUNDRIDGE  
FRANCIS M. HUGHES  
FRANK P. HUSE  
PAUL E. JONES  
CARL C. KOEPPER  
JOHN K. PARRY  
GEORGE SADLIER  
HIRAM E. STONECIPHER  
GEORGE W. THOMPSON

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

(OVER)

-1- eb

**SCHOOL LANDS.** By the proposition on the part of the United States, offered in the Enabling Act, approved April 19, 1816, which when accepted, as heretofore noted, became obligatory, every section numbered 16, in every township, in Marion County, was granted to the inhabitants of such township, for the use of Schools. 3 U. S. Statutes at Large, p. 290. R. S. 1824, p. 33. By Acts, approved January 31, 1831, the Congressional Townships were constituted bodies corporate. By the Act of 1824, the lands were vested in such corporation. By an Act of Congress, approved May 24, 1828, the Legislature of the State of Indiana was authorized to sell and convey in fee simple, after complying with certain provisions, all or any part of the lands heretofore reserved and appropriated by Congress for the use of the schools within said State. 4 U. S. Statutes at Large, p. 298. Provisions for the sale of such lands, and authority for certain officers to execute deeds were provided, by the Acts of 1829, 1831, 1843, 1852 and 1866. R. S. 1824, p. 379; Acts 1829, p. 120; R. S. 1831, p. 463; R. S. 1843; Article 13, R. S. 1862, p. 450; Acts 1866, p. 16.

In the Survey of the Remaining part of the Donation, authorized by the law of 1831, the lines of the original survey of the town are assumed as having been run according to the true Meridian, and the lines on the east side of White River are run with the same bearing upon the assumption the variation of the needle indicated at this time, by the instrument used is 3 degrees, 25 minutes, east. The lines on the west side of the River are run at a variation of 5 degrees, 30 minutes, as corresponding more exactly with the congressional surveys. Washington street is continued west to the River and east with the National Road, to the boundary of the Donation, 120 feet wide. The National Road, after leaving Washington street, is 80 feet wide. The Michigan Road is 100 feet. The continuation of Kentucky, Massachusetts, Virginia, New Jersey, north, and Delaware, Pennsylvania, Meridian and Illinois streets, south, are respectively 80 feet wide; the Fort Wayne, Madison and Bluff Roads are generally 80 feet wide. The continuation of Market and New York streets, east, North street, west, and the Lafayette Road are generally 60 feet wide. Water street is 99 feet wide, between the River and lots 135, 136, 139, and the South end of 145; at the North end of 145 it is 118 feet wide. The Act of February 2, 1841, appointed the State Librarian ex officio Agent of State, and made such officer custodian of all books and papers of every description, relating to the affairs of the Town of Indianapolis. Acts 1841, p. 114. By Act of January 16, 1844, all books, papers and maps were placed in the custody of the Auditor of State and said act further provided: "All final or partial payments of lots in Indianapolis shall hereafter be made to the State Treasurer, upon the statement of the Auditor and the final certificate of the Auditor of State shall authorize the Secretary of State to issue a patent therefor." Acts 1844, p. 103.

**CITY OF INDIANAPOLIS.** By act of Congress, approved April 19, 1816, heretofore mentioned, four sections of land were granted to the State, "for the purpose of aiding their seat of Government thereon," which grant was accepted by the Territorial Congress, by Ordinance of June 29, 1816, R. S. 1824, p. 33. By act of Congress, approved March 8, 1819, it was provided that instead of 4 sections, "Any contiguous quarter sections, tractions, or parts of sections, not to exceed in the whole the quantity contained in 4 entire sections," were to be selected under the direction of the Legislature. 3 U. S. Statutes at Large, p. 616. By Act, approved January 11, 1820, Commissioners were appointed by the General Assembly to select and locate a seat for the permanent seat of the State of Indiana. Acts 1819, p. 18. Commissioners reported, June 7, 1820, selection of sections 1 and 12 east and west fractional sections, numbered 2, east fractional section numbered 11, and so much of the east part of west fractional section numbered 3, to be set off by North and South line as will complete 4 entire sections, or 2,660 acres in Township 16 North, Range 3 East of the Second Principal Meridian. House Journal 1820-1821, p. 25. According to the returns of the United States Surveyors, section 1 contains 658.20, section 2, 611.63, section 12, 640 acres, and section 11, on the east side of White River, 448.20 acres, leaving 202.07 acres to be taken out of section 3. The Act approved January 6, 1821, approved the selection of the above described land, provided for the appointment of three Commissioners to try out a town on such part of the land selected as they deemed most proper, provided for the sale of lots, the appointment of assessors and authorized the execution of certificates and deeds by said agents. Said act further provided, "That said town shall be called, and known by the name of Indianapolis." Acts 1820, p. 44. The original survey of the town, as made in the year 1821, included within North, South, East and West streets, embracing squares 1 to 101 inc., which were all divided into lots. By Act approved November 28, 1821, the acts and proceedings of the commissioners were legalized. Acts 1821-2, p. 18. By Act, approved January 3, 1822, it was provided that the agent lay off in lots from 5 to 20 acres, the fraction of land lying west of the west fork of White River, opposite Indianapolis, and which is within the Donation. Said Agent was authorized to sell any part of the unappropriated Donation, not exceeding 2 acres, to any person or persons, for the purpose of making bricks for the improvement of the town. Acts 1821-2, p. 139. A square tract of 2 acres was platted and sold as a brick yard and designated "H" on the map. By act, approved January 20, 1824, Indianapolis was adopted and established as the permanent seat of Government, upon, from, and after the 2nd Monday in January, 1825. Acts 1824, p. 10. The Act, approved January 31, 1824, authorized the Agent to lay out on the North and South sides of the town plat, 20 out-lots of the same size as the squares in said town plat, and to offer said out-lots for sale. Acts 1824, p. 88. By the Act, approved February 12, 1825, the Agent was required to lay off one more tier of out-lots on the North and South sides of the said town, of the same size and dimensions of the 20 out-lots provided for in the foregoing Act. Acts 1825, p. 3. An Act, approved January 26, 1827, authorized the Agent to sell a quantity of ground not exceeding 7 acres, on White River and adjoining thereto, either above, or below the Ferry, on said river, to be by said Agent laid off and surveyed, in such form and manner as in his opinion will best answer the purpose designed; which piece of land shall be sold for the purpose of affording a site for the erection of a steam mill, etc. Acts 1827, p. 3. This tract is designated "Steam Mill" on the map. By an Act, approved January 26, 1827, all the alleys passing through squares 1 to 20 inc., 80, 84, 85 and 90 to 101 inc., were vacated and the Agent was granted authority to divide squares 80, 84 and 85, except Washington, which is 120 feet, and Circle, which is 80. The alleys are 30 and 15 feet wide, each of the regular squares are 40 feet, including the alleys, and contain 4-100 acres. The lots in the regular squares are 67 feet 6 inches in front, and 195 feet in depth where they are about on 30-foot alleys; where they are about on 15-foot alleys, they are 65 feet in front and 202 feet and 6 inches in depth. By Act, approved February 9, 1831, the Agent was required to cause the lands around the Town of Indianapolis, belonging to the State, to be accurately surveyed and divided into lots, according to the plan designated on the plat presented by the said Agent, and cause the corners and boundaries thereof to be distinctly marked and numbered. Acts 1830-1, p. 82. A "Map of Indianapolis and its Environs" as originally drawn by B. F. Morris, surveyor, was filed by H. Sharpe, Agent, July 5, 1831, in the Recorder's office of Marion County. A verified copy of the same is now of record in said office.

**TERRITORIAL GOVERNMENT.** The maintenance of a Government, in the Territory of the United States Northwest of the River Ohio, was provided for by a series of Resolutions of April 23, 1784. By authority of an Ordinance of Congress, July 13, 1781, Indiana Territory was organized May 7, 1800.

**STATE GOVERNMENT.** A Memorial praying for authority to form a State Government, was adopted by the Legislature of said Territory, December 14, 1815, and laid before Congress, December 28, 1816. An Enabling Act was approved by Congress, April 19, 1816, 3 U. S. Statutes at Large, p. 289. Elections were held May 13, 1816, for delegates to the Constitutional Convention. The convention met June 10, and on June 29, 1816, approved the Constitution. R. S. 1824, p. 33. The State Government superseded Territorial Government, November 7, 1816, and Indiana was formally admitted into the Union by a joint Resolution of Congress, approved December 11, 1816, 3 U. S. Statutes at Large, p. 399.

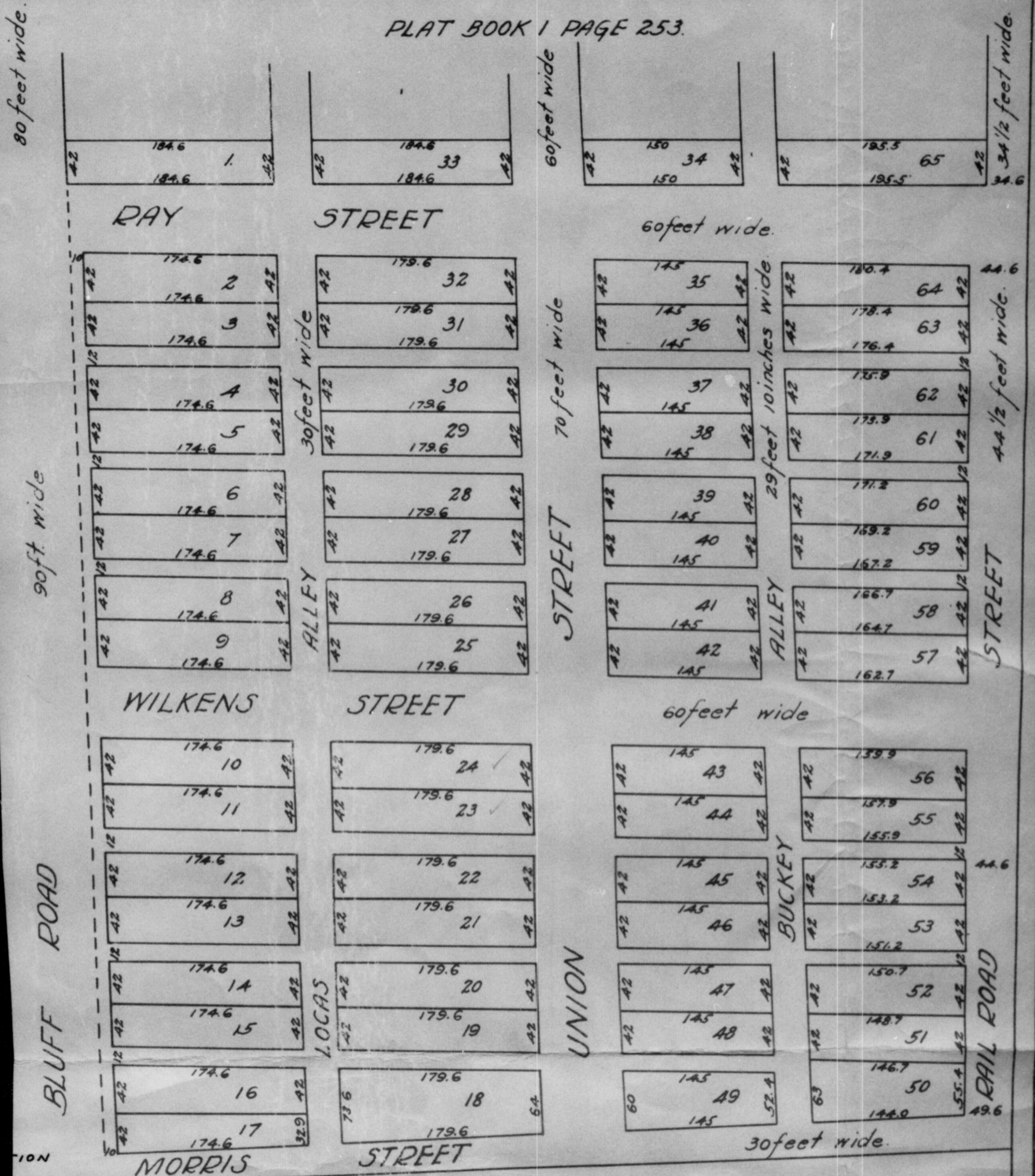
**ORGANIZATION OF COUNTY.** Marion County lands were included within the boundaries of Delaware County, organized January 20, 1820, Acts 1820, p. 95. Marion County was organized December 31, 1821, Acts 1821-2, p. 135. The boundary lines of Marion County were corrected and established January 7, 1824, Acts 1824, p. 62.

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

# MARGARET McCARTY'S SUBDIVISION

OUT LOT 119 AND WEST PART OUT LOT 118.

PLAT BOOK 1 PAGE 253.



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

486865

Land Record  
E page 395  
May 9, 1835  
Recorded  
May 25, 1835

Ebenezer Sharpe, Agent of  
the State of Indiana,  
for the Town of Indianapolis,  
for and in behalf of the said  
State of Indiana

Deed

-2-

to  
James E. McClure, his  
heirs and assigns  
Out Lot 118 containing 13.18 acres, also Lot  
119 containing 11.18 acres, and other real estate.

Deed recites:

WITNESSETH: That the said Agent for and in be-  
half of the State of Indiana, in pursuance of the  
provisions of the law of Indiana, entitled an Act  
appointing Commissioners to lay off a Town on the  
site selected for the permanent seat of Government  
approved Jany. 6, 1821.

Land Record  
G page 450  
Jan. 27, 1836  
Recorded  
Aug. 31, 1836

John E. McClure and  
Martha H. McClure, his wife  
to

Warranty Deed

Nicholas McCarty, and  
Calvin Fletcher, their  
heirs and assigns

- Lot 118 containing 13.08 acres, also - Lot  
119 containing 11.18 acres.  
(And other real estate).

-3-

Land Record  
N page 210  
Feb. 15, 1842  
Recorded  
Feb. 18, 1842

Nicholas McCarty and  
Margaret McCarty, wife of  
the said Nicholas McCarty  
to

Warranty Deed

John Siter, his  
heirs and assigns

All the right, title and interest being the  
undivided half of the said party of the first part  
of, in and to the certain other tracts, lots, in  
said Town of Indianapolis, known and described as  
follows:

- Lot 118 containing 13.08 acres, - Lot 119,  
containing 11.18 acres.

-4-

486865

Land Record  
Q page 279  
May 14, 1846  
Recorded  
May 27, 1846

Calvin Fletcher and  
Sarah H. Fletcher, wife of  
said Calvin Fletcher  
to  
John Siter, his heirs  
and assigns

Quit Claim Deed

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All our title, interest and estate, legal and equitable in the following premises with the appurtenances situate in Marion County, in the State of Indiana, described as follows, viz: - Lot 118 containing 13.08 acres, also - Lot 119 containing 11.18 acres.

(And other real estate).

Land Record  
CC page 546  
Nov. 30, 1852  
Recorded  
Jan. 6, 1853

John Siter and  
Maria Siter  
his wife  
to  
Nicholas McCarty, his  
heirs and assigns

Warranty Deed

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Out Lot 118 containing thirteen  $\frac{8}{100}$  acres, more or less; Out Lot 119 containing 11.18 acres, more or less.

(And other real estate).

Town Lot Record  
1 page 191  
June 6, 1853  
Recorded  
Sept. 26, 1853

John Siter and  
Maria Siter, his wife  
to  
Nicholas McCarty, his  
heirs and assigns

Warranty Deed

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Out Lot 118 containing 13.08 acres, more or less. Out Lot 119 containing 11.18 acres, more or less, and other real estate, all of which said Lots are situate in the Donation Lands adjoining the City of Indianapolis.

And this deed of conveyance is made in lieu of and to correct all mistakes of description occurring in the deed from the parties of the first part herein to the party of the second part herein for the same tracts of land dated November 30, 1852.

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Nicholas McCarty died intestate May 17, 1854.

Index of Estates  
M to Z  
Estate No. 1017  
Complete Record  
11 page 66

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IN THE COMMON PLEAS COURT OF MARION COUNTY.

IN THE MATTER OF THE ESTATE OF NICHOLAS McCARTY,  
DECEASED.

June 3, 1854. Margaret McCarty was duly appointed and qualified as Administratrix of the Estate of Nicholas McCarty, Deceased.

Order Book 7, page 463.

January 7, 1860. Final settlement filed and estate closed.

Order Book 9, page 83.

Misc. Record  
17 page 11  
Sept. 7, 1881  
Recorded  
Jan. 23, 1893

-10-

STATE OF INDIANA, MARION COUNTY, SS:

I, Henry Day, the undersigned being duly sworn according to law says that ever since the year 1857, I was acquainted with the family of the Nicholas McCarty to whom the Agent of the State deeded Out Lot 120 in the City of Indianapolis, Indiana, on the 2nd day of May, 1835, which deed is recorded on page 535 of Marion County Deed Record D; that said Nicholas McCarty died previous to the Fall of 1854, that he left Margaret McCarty, his widow surviving him, that the only children he left surviving him were Nicholas McCarty, Junior, Margaret R. McCarty, Frances J. McCarty, and Susannah McCarty, Frances J. McCarty, and Susannah McCarty, who subsequently married affiant; that he left surviving him no grand children by deceased sons or daughters.

That the said Nicholas McCarty, Junior, Frances J. McCarty and Margaret R. McCarty were of age and unmarried on February 9, 1864, and that the said Susannah McCarty, affiants wife, was of age on the 9th day of February 1864.

Henry Day

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

William Watson Wollen  
Notary Public

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IN THE COMMON PLEAS COURT OF MARION COUNTY.

Cause #102  
Filed  
June 23, 1854  
Complete Record  
4 page 159

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

Petition for  
Partition

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

Out Lots Nos. 112, 113, 114, 118, 119 & 120 in the City of Indianapolis.

(Also other real estate).

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

Your petitioner therefore asks that the said Susanna McCarty, Margaret R. McCarty, Nicholas J. McCarty, and Frances J. McCarty may be made defendants hereto and that the one third part of said premises may be assigned and set off in severalty to your petitioner and Commissioners appointed to make such partition.

June 23, 1854. Summons issued and returned showing that Susanna McCarty, Margaret R. McCarty, Nicholas McCarty, Jr., and Frances J. McCarty, were served by reading on June 23, 1854.

July 21, 1854. Lucien Barbour appointed Guardian ad litem for infant defendants Nicholas McCarty, Jr., and Frances J. McCarty, and filed answer in general denial on their behalf.

October 13, 1854. This day comes the petitioner by Newcomb & Harvey, her Attorneys. And it appears to the satisfaction of the Court by the return of the Sheriff on the writ of summons herein issued. That the said defendants have been duly served with process more than ten days before the first day of the present term of this Court, which writ of Summons and the Sheriffs return indorsed thereon are in these words (here insert them).



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And thereupon said defendants Susanna McCarty, and Margaret R. McCarty are each three times called and comes not, but make default, whereby said petition as to said defendants Susanna and Margaret R. remains unanswered and undefended.

And on motion of the petitioner Lucien Barbour is by the Court appointed Guardian ad litem for said defendants Nicholas McCarty, Jun. and Frances J. McCarty, who are infants within the age of twenty one years. And said Lucien Barbour now comes into open Court, accepts said appointment, and files his answer as such guardian ad litem in these words, (here insert).

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

It is therefore adjudged by the Court that partition be made of said premises, and that one third part of said premises, towit: Out Lots 112, 113, 114, 118, 119 & 120 in the City of Indianapolis, (Also other real estate) be assigned and set off to the said petitioner Margaret McCarty, in severalty forever.

And the Court now appoints James Blake, Andrew Wilson and James Wood, three disinterested freeholders of the County of Marion, not of kin to any of the parties, Commissioners to make partition of said premises in pursuance of the foregoing judgment.

And it is ordered that said Commissioners make report thereof unto this Court, at the next term thereof, until when further proceedings herein are continued.

Order Book 2, page 148.

Commissioners sworn and oath filed.

Commissioners report they proceeded to make partition of said premises in accordance with said Order and have assigned and set off to the said

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Margaret McCarty, her heirs and assigns in severalty forever, for and in full of her one third part of the premises aforesaid the following described tracts and parcels of land with the appurtenances the same being parts and parcels above described, Out Blocks 112, 118 and 119 all in McCarty's Addition to the City of Indianapolis.

(Also other real estate).

In pursuance of the order of said Court hereto attached. Partition approved.

Plat Book  
1 pages 253  
and 254  
Dec. 20, 1854  
Recorded  
Dec. 21, 1854

PLAT OF MARGARET McCARTY'S SUBDIVISION OF OUT LOT 119 AND WEST PART OF OUT LOT 118 IN THE CITY OF INDIANAPOLIS.

DESCRIPTION: The above Out Lot 119 and West part of 118 are subdivided into 63 lots, Lot 1 is 42 feet wide and 184 1/2 feet deep. Lots from 2 to 17 inclusive are respectively 42 feet wide and 174 1/2 feet deep. Lot 18 is 64 feet wide in front and 73 1/2 ft. in rear and is 179 1/2 feet deep. Lots from 19 to 32 inclusive are respectively 42 feet wide and 179 1/2 feet deep. Lot 33 is 42 feet -- and 184 1/2 feet deep. Lot 34 is 42 feet wide and 150 feet deep. Lots from 35 to 48 inclusive are respectively 42 feet wide and 145 deep. Lot 49 is 60 feet wide in front and 52 1/3 feet in rear and 145 feet deep. Lot 50 is 55 1/3 feet wide in front and 63 feet in the rear and 144 feet deep on south side and 146 feet 7 inches on north side. Lots from 51 to 64 inclusive are all 42 feet wide and depths are marked on the plat. Lot 65 is 42 feet wide and 195 feet 5 inches deep. A strip of ground 10 feet wide is given off the west side of Out Lot 119 to widen the Bluff Road as exhibited by the dotted line on the plat.

The width of street and alleys are marked on the plat.

Margaret McCarty (Seal)

(Acknowledged by Margaret McCarty on Dec. 20, 1854 before William Sullivan, a Justice of the Peace).

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Misc. Record  
74 page 241  
Nov. 22, 1912  
Recorded  
Nov. 23, 1912

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STATE OF INDIANA, MARION COUNTY, SS:

Nicholas McCarty being duly sworn on his oath says, that he is the son of Nicholas McCarty, deceased, who formerly owned in his life time Out Lot 120, in the City of Indianapolis, Indiana.

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

Nicholas McCarty

Subscribed and sworn to before me the undersigned Notary Public, this 22nd day of November, 1912.

Frank C. Groninger --

Notary Public

My commission expires June 4, 1913.

Town Lot Record  
479 page 142  
June 8, 1911  
Recorded  
June 12, 1911

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STATE OF INDIANA, MARION COUNTY, SS:

Comes now Nicholas McCarty who being first duly sworn on his oath says that he is a son of Margaret McCarty, who on January 4, 1851, was the owner of Lot 22 in McCarty's Subdivision of Out Lot 119 and part of Out Lot 118 in the City of Indianapolis, Indiana, and who on that date conveyed said real estate to the Trustee of the First Baptist Church of Indianapolis, and their successors which deed appears of record in Deed Record 13, page 15 of the Marion County Recorder's Office. And affiant says that his mother was a widow on said date. That she became a widow by the death of her husband Nicholas McCarty Sr. the father of this affiant, on or about the 17th day of May 1854, and that she remained unmarried from date until her death on the 18th day of Feby. 1873.

Nicholas McCarty

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

Frank Seiensticker (LS)

Notary Public

My commission expires June 1, 1914.

Town Lot Record  
14 page 402  
Aug. 1, 1862  
Recorded  
Aug. 1, 1862

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Margaret McCarty  
(Marital Status not given)

Warranty Deed

to

Rosina Goebel

Lot Numbered 5 in Margaret McCarty's Subdivision of Out Lot Numbered 119 and West part of Out Lot Numbered 118. The Plat of said subdivision was recorded December the 21st 1854, in the Recorder's Office of the said Marion County.

696744

Town Lot Record  
13 page 677  
Mar. 1, 1862  
Recorded  
Mar. 1, 1862

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Margaret McCarty  
(Marital Status not given)  
to  
Edmund H. Bailiff  
Lot Numbered 4 in Margaret McCarty's Subdivision  
of Out Lot Numbered 119 and of West part of Out Lot  
Numbered 118.  
The plat and subdivision was recorded December 21,  
1854.

Warranty Deed

Town Lot Record  
23 page 10  
July 25, 1864  
Recorded  
July 26, 1864

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Edmund H. Bailiff  
(Marital Status not given)  
to  
Cecilia Deisler  
Lot Numbered 4 in Margaret McCarty's Subdivision  
of Out Lot Numbered 119 and of West part of Out Lot  
Numbered 118 in the City of Indianapolis.  
The plat of said Subdivision was recorded December  
21st, A. D. 1854.

Warranty Deed

Town Lot Record  
28 page 173  
Jan. 22, 1866  
Recorded  
Jan. 23, 1866

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Culia Deisley  
(Marital Status not given)  
to  
Rosina Goebel  
Lot Numbered 4 in Margaret McCarty's Subdivision  
of Out Lot Numbered 119 and the West part of Out Lot  
Numbered 118 in the City of Indianapolis, the plat of  
said sub-division was recorded December 21, 1854.

Warranty Deed

Town Lot Record  
52 page 625  
Nov. 29, 1871  
Recorded  
Dec. 14, 1871

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Rosina Goebel  
(Marital Status not given)  
to  
Mr. August Plank, and his wife  
Elizabeth Plank  
Beginning at a point North of Alley, running 22 feet  
South on Meridian Street and thence 184 1/2 feet more or  
less East to an alley: Thence 22 feet North to an alley  
and thence 184 1/2 feet more or less West to the point  
of beginning, being 22 feet front on Meridian Street of  
Lot Numbered 4, Margaret McCarty's Subdivision of Out  
Lot Numbered 119 and the West part of Out Lot numbered  
118 in the City of Indianapolis. The plat of said Sub-  
division was recorded December 21st, 1854.

Warranty Deed

Rosina Goebel  
John G. Goebel

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Acknowledged November 29<sup>th</sup>, 1871, by Mrs. Rosina Goebel and her husband, John G. Goebel, before Charles A. Biedenmeister a Notary Public for Marion County, Indiana.

Town Lot Record  
76 page 432  
Apr. 19, 1873  
Recorded  
Feb. 11, 1874

Rosina Goebel and  
John G. Goebel,  
her husband  
to  
August Plank and  
Elizabeth Plank,  
his wife

Warranty Deed

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Beginning at a point 22 feet South from alley North, running 6 feet South on Meridian Street, thence 184 1/2 feet more or less east, to an alley, thence 6 feet North on alley, and thence 184 1/2 feet more or less West to the point of beginning, being 6 feet front on Meridian Street, (after former sale of 22 feet front to same party) of Lot #4 in Margaret McCarty's Subdivision of Out Lot Numbered 119 and the West part of Out Lot Numbered 118 in the City of Indianapolis, the plat of said Subdivision was recorded December 21st, 1854.

(NOTE: "Above deed acknowledged by Rosina Goebel and John G. Goebel, her husband.")

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Rosina Goebel died as appears by reference to a subsequent entry herein.

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No letters of Administration issued in Marion County, Indiana on the estate of Rosina Goebel, deceased. No Last Will and Testament of said decedent probated in said County.

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John G. Goebel died intestate May 25, 1885.

696744

IN THE MARION CIRCUIT COURT

Estate Docket  
13 page 585

IN THE MATTER OF THE ESTATE OF JOHN G. GOEBEL,  
DECEASED.

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August H. Plank, appointed and qualified as  
Administrator of the Estate of John G. Goebel,  
Deceased. May 28", 1885.

Order Book 72 page 80.

Affidavit and proof of publication of notice  
of appointment filed, June 20, 1885.

Administration verified final report filed,  
July 16", 1886, showing therein that said John G.  
Goebel, died leaving as his only heirs at law his  
five children to wit:

Elisa Plank, Jacobine Mesmer, Emily Himmelreich,  
Lena Kegel, (his four daughters all of them married)  
and William Goebel.

Affidavit and proof of publication of notice final  
settlement of said estate filed July 31", 1886.

Affidavit and proof of posting of notice of final  
settlement of said estate filed August 16", 1886.

Said final report approved and estate closed  
Sept. 3", 1886.

Order Book 74 page 492.

Marriage Record  
19 page 510  
Nov. 26, 1885

William C. Kegel  
to  
Lena Gable

Marriage

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Town Lot Record  
177 page 236  
July 16, 1885  
Recorded  
Aug. 3, 1885

William Goebel and  
Mary Goebel, his wife  
Emily Himmelreich, (Signed  
Emilie Himmelrich) and  
Edward Himmelreich,  
her husband  
Jacobine Mesmer and  
Philip Mesmer  
(Signed Philipp Mesmer)  
her husband, and  
Lena Goebel, unmarried,  
heirs of Rosine Goebel, and  
John G. Goebel, deceased

Quit Claim Deed

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to  
August Plank

The North 28 feet of Lot 4 in Margaret McCarty's  
Subdivision of Out Lot 119 and the West part of Out  
Lot 118 in the City of Indianapolis. The intention  
of this deed is to correct an error of description  
in the deeds executed by Rosine Goebel and John G.  
Goebel, during their life time, conveying said property  
which are recorded in Town Lot Record 52 page 625 and  
Town Lot Record 76 page 432 of the Marion County Record-  
er's Office.

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Town Lot Record  
177 page 237  
July 16, 1885  
Recorded  
Aug. 3, 1885

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William Goebel and  
Mary Goebel, his wife  
Emily Himmelreich,  
(Signed Emilie Himmelrich) and  
Edward Himmelreich  
(Signed Edward Himelrich),  
her husband,  
Jacobine Mesmer and  
Philip Mesmer  
(Signed Philipp Mesmer)  
her husband and  
Lena Goebel, unmarried,  
heirs of Rosina Goebel and  
John G. Goebel, deceased  
to  
August Plank

Warranty Deed

Four undivided fifth parts of the following real estate 14 feet off the South side of Lot 4 and 13 feet off the North side of Lot 5 in Margaret McCarty's Subdivision of Out Lot 119 and the West part of Out Lot 118 in the City of Indianapolis.

Town Lot Record  
177 page 239  
July 18, 1885  
Recorded  
Aug. 3, 1885

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Elisa Plank and  
August Plank, her husband,  
and Emily Himmelreich  
(Signed Emilie Himmelrich)  
and Edward Himmelreich  
(Signed Edward Himmelrich)  
her husband  
to

Quit Claim Deed

Jacques Wormser  
One undivided fifth part of Lot 5 and the South 14 feet of Lot 4 in Margaret McCarty's Subdivision of Out Lot 119 and the West part of Out Lot 118 in the City of Indianapolis.

Town Lot Record  
177 page 238  
July 18, 1885  
Recorded  
Aug. 3, 1885

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Jacques Wormser  
(Signed Jacques Wormser)  
unmarried  
to  
August Plank

Quit Claim Deed

One undivided fifth part of the South 14 feet of Lot 4 and of the North 13 feet of Lot 5 in Margaret McCarty's Subdivision of Out Lot 119 and the west part of Out Lot 118 in the City of Indianapolis.

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Town Lot Record  
177 page 241  
July 18, 1885  
Recorded  
Aug. 3, 1885

Jacques Wormser,  
unmarried  
to

Quit Claim Deed

Edward Himmelreich

One undivided fifth part of the South 29 feet  
of Lot 5 in Margaret McCarty's Subdivision of Out  
Lot 119 and the West part of Out Lot 118 in the  
City of Indianapolis.

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Town Lot Record  
177 page 240  
July 16, 1885  
Recorded  
Aug. 3, 1885

William Goebel and  
Mary Goebel, his wife  
Jacobine Mesmer and  
Philip Mesmer  
(Signed Philipp Mesmer)

Warranty Deed

her husband,  
Elisa Plank, and  
August Plank, her husband  
and Lena Goebel, unmarried  
heirs of Rosina Goebel and  
John G. Goebel, Deceased  
to

Edward Himmelreich

Four undivided fifth parts of 29 feet off the  
South side of Lot 5 in Margaret McCarty's Subdivision  
of Out Lot 119 and the West part of Out Lot 118 in  
the City of Indianapolis.

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Town Lot Record  
190 page 371  
May 2, 1887  
Recorded  
May 4, 1887

Edward Himmelreich and  
Emily Himmelreich  
(Signed Emilie Himmelreich)  
his wife  
to

Warranty Deed

August Plank  
29 feet of the South side of Lot 5 in Margaret  
McCarty's Subdivision of Out Lot 119 and the West  
part of Out Lot 118 in the City of Indianapolis.

Subject to a mortgage of \$700.00 due to Martin  
Birk and a mortgage due to the South Meridian Saving  
and Loan Association.

(The Mortgage first above referred to recorded in  
Mortgage Rec. 139 page 597, satisfied of record March 31<sup>st</sup>  
1890. The Mortgage last above referred to recorded in  
Mortgage Record 139 page 544, satisfied of record  
Nov. 8<sup>th</sup> 1887.)

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Town Lot Record  
212 page 526  
Sept. 7, 1889  
Recorded  
Sept. 9, 1889

August Plank  
(Marital Status not given)  
to

Warranty Deed

Hermine Plank  
The North 28 feet of Lot 4 in Margaret McCarty's  
Subdivision of Out Lot 119 and of the West part of  
Out Lot 118 in the City of Indianapolis.

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Town Lot Record  
213 page 367  
Oct. 5, 1889  
Recorded  
Oct. 5, 1889

August Plank  
(Marital Status not given)  
to

Warranty Deed

Hermine Plank  
14 feet off the South side of Lot 4 and 13 feet  
off the North side of Lot 5 in Margaret McCarty's  
Subdivision of Out Lot 119 and the West part of  
Out Lot 118 in the City of Indianapolis.

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Town Lot Record  
327 page 262  
July 25, 1900  
Recorded  
July 26, 1900

August Plank  
(Signed August C. Plank)  
and Hermine Plank,  
his wife  
to

Warranty Deed

Christian Brink, Trustee  
Lots 4 and 5 in McCarty's Subdivision of Out  
Lot 119 in the City of Indianapolis.

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Town Lot Record  
327 page 263  
July 26, 1900  
Recorded  
July 26, 1900

Christian Brink,  
Trustee, unmarried  
to  
August Plank, and  
Hermine Plank,  
husband and wife

Quit Claim Deed

Lots 4 and 5 in McCarty's Subdivision of Out  
Lot 119 in the City of Indianapolis.

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Hermine Plank died intestate March 5, 1922 as appears in subsequent entry herein.

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No letters of administration issued in Marion County upon the estate of Hermine Plank, deceased.

Misc. Record  
186 page 500  
Aug. 20, 1927  
Recorded  
Aug. 25, 1927

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STATE OF INDIANA, COUNTY OF MARION, SS:

The undersigned, August Plank, of Marion County, Indiana being first duly sworn upon his oath, says that he is the owner of that parcel of real estate described as Lots Nos. 4 and 5 in Margaret McCarty's Subdivision of Out Lot 119, and the West part of Out Lot 118 in the City of Indianapolis, Marion County, Indiana, as per plat thereof recorded in Plat Book 1 at pages 253 and 254 thereof, in the Office of the Recorder of said County and State, in absolute undisputable possession thereof, and has continuously been such owner in actual absolute, undisputed and peaceable possession thereof for over 20 years last past; that affiant was well acquainted with Rosina Goebel and John G. Goebel, her husband, from whom affiant took title by warranty deed to a part of said real estate under deed dated April 19, 1873 recorded in Town Lot Record #76 at page 432 in the Recorder's Office, said County and State and also by deed dated November 29, 1871, recorded in Record #52 at page 625, said Recorder's Office, that said Rosina Goebel, predeceased, her husband intestate, and no administration was had upon her estate; that said Rosina Goebel, left her surviving, her said husband, John G. Goebel and the following named children of her and her said husband, as her sole and only heirs at law, to-wit: Eliga Plank, Jacobine Mesmer, Emily Himmelreich and Lena Kegel, 4 daughters all married and William Goebel, a son that said Rosina Goebel left her surviving no child of a deceased child; that affiant is one and the same identical person as August H. Plank, who was appointed, qualified and acted as Administrator of the Estate of John G. Goebel, in the Circuit Court of said County and State, shown in Estate Docket #13 at page 585, who died intestate on May 25, 1885, and was the surviving husband of the within named Rosina Goebel.

Affiant further says that the said Eliga Plank, named as one of the surviving children as hereinabove stated is one and the same person as Elizabeth Plank, who, as the wife of and together with this affiant took

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title to said premises, as hereinabove stated affiant further says that said Elizabeth Plank, affiant's wife died intestate on April 6, 1888, and left her surviving no father, no mother, no child and no child of a deceased child, but only this affiant, her surviving husband, as her sole and only heir-at-law; that thereafter this affiant married Hermine Butch, being the same identical person as Hermine Plank who then being the wife of affiant is so named as grantee in a deed to a part of the premises executed by this affiant on September 7, 1889 appearing of record in the Recorder's Office, said County and State in Town Lot Record, 212 page 526 and also such a deed executed by affiant as grantor, on October 5, 1889, appearing of record in said Recorder's Office in Town Lot Record 213, page 367, and also being the same Hermine Plank, who as the wife of this affiant joined affiant as grantor in a deed to the premises executed on July 25, 1900, to Christian Brink, Trustee appearing in Town Lot Record 327 page 262, said Recorder's Office and also with affiant as grantees accepted a reconveyance of the premises by deed executed by said Christian Brink, Trustee, under date of July 26, 1900 appearing of record in said Recorder's Office in Record 327 at page 263.

Affiant further says that his said wife, Hermine Plank, died intestate on the 5th day of March 1922, leaving her surviving no father, no mother, no child and no child of a deceased child, but only this affiant her surviving husband, as her sole and only heir at law.

This affidavit is made for the purpose of explaining and clearing up certain obscurities in the chain of title to said premises and as inducing The Indiana Trust Company of Indianapolis, Indiana, to accept title thereto, on the strength of the facts and each of them, as herein stated, under a certain deed of trust which affiant is proposing to execute in said company's behalf as grantee thereunder and which it is to affiant's advantage that said deed be so accepted.

Executed this 20th day of August, 1927.

August Plank

Subscribed and sworn to before me, a Notary Public in and for said County and State by the above named August Plank this 20th day of August, 1927.

Wm. H. Talbott (LS)

My Commission expires January 5, 1931.

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Town Lot Record  
798 page 542  
Aug. 20, 1927  
Recorded  
Aug. 25, 1927

August Plank  
Widower and unmarried

Warranty Deed

to  
The Indiana Trust Company,  
as Trustee

Lots 4 and 5 in Margaret McCarty's Subdivision of  
Out Lot 119 and the West part of Out Lot 118, an  
Addition to the City of Indianapolis, Marion County,  
Indiana, as per plat thereof in Plat Book 1 page 253  
in the Recorder's Office said County and State.

Full power and authority is hereby given and granted  
to the said The Indiana Trust Company, Trustee, to sell  
assign, transfer, convey, deliver mortgage or otherwise  
encumber said real estate; to receive and receipt for any  
consideration or proceeds therefrom, or from any such  
sale, conveyance or mortgage and all persons dealing with  
said Trustee are hereby relieved and absolved from any  
and all duty or obligation to see to the application of  
any money or other thing of value paid or delivered to  
said Trustee in any transaction. Said Trustee is hereby  
invested with complete power and authority to own, hold,  
control convey mortgage and deal with said property as  
fully and completely and to every intent and purpose  
that the owner of the entire legal and equitable title  
thereto might do.

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August Plank died testate August 27, 1927.

Will Record  
LL page 227  
Probated  
Aug. 29, 1927

LAST WILL AND TESTAMENT OF AUGUST PLANK, DECEASED.

I, August Plank, being of sound and disposing mind  
and memory do hereby make, publish and declare this to  
be my Last Will and Testament hereby revoking any and  
all other Wills by me at any time heretofore made.

ITEM ONE: I order that out of the proceeds of my  
estate there shall be paid first, all of my just debts  
and funeral expenses.

ITEM TWO: I give, devise and bequeath all of my  
property, real and personal of every nature whatsoever  
to Charles A. Busch, Anna Horst, Fred P. Busch and Bertha  
Kipp Wylie, my nieces and nephews and to Julie Brink,  
Julie Fletcher and Louis Fletcher, my wife's nieces and  
nephew, the said property to be divided between said  
nephews and nieces equally share and share alike, each  
to receive 1/7 of said property.

ITEM THREE: I appoint The Indiana Trust Company,  
the Executor of my Will.

In Witness Whereof, I have executed the foregoing as  
and for my Last Will and Testament this 27th day of February  
1925, in the presence of Gideon W. Blain and Ruth Shea  
Lomax, Witnesses thereto, who, at my request and in my  
presence and in the presence of each other, have signed  
the same as said Witnesses.

Witnesses:  
August Plank,  
Ruth Shea Lomax  
Gideon W. Blain

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IN THE PROBATE COURT OF MARION COUNTY

Estate Docket  
78 page 26135

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IN THE MATTER OF THE ESTATE OF AUGUST PLANK,  
DECEASED.

August 29, 1927. The Indiana Trust Company,  
duly qualified as Executor of the Last Will and  
Testament of August Plank, Deceased.

Order Book - page -.

September 6, 1927. Action of Clerk in  
admitting Will to Probate in Vacation confirmed  
by the Court.

Order Book 107 page 506.

September 6, 1927. Action of Clerk in  
granting letters testamentary in Vacation  
confirmed by the Court.

Order Book 107 page 507.

September 14, 1927. Proof of Notice of  
Appointment filed.

December 20, 1930. Verified final report  
filed.

January 5, 1931. Proof of publication of  
final Notice filed.

January 31, 1931. Proof of posting of final  
Notice filed.

Final Report approved and estate closed.

Order Book 129 page 567.

Final Report Record 86 page 404.

Note: Entry on final report reads in part  
as follows, to wit:

That all debts and liabilities of said  
estate, including inheritance taxes assessed  
herein have been paid and discharged; that  
said decedent died testate and by the terms  
of his Last Will and Testament duly admitted  
to Probate herein, said decedent made bequest  
of the balance of said estate for distribution  
to his two nephews, two nieces, a nephew and  
two nieces of his deceased wife.

ABTRACTOR'S NOTE: Schedule of property  
of said decedent filed with the Inheritance  
Tax Appraiser for Inheritance Tax Appraisement  
lists Lot 4 & 5 in Margaret McCarty's Sub. of  
O. L. 119 and W. Pt. of O. L. 118.

1011-13-15 S. Meridian St.

1012-16-20 Charles St.

As an asset of said estate. Said Schedule  
further shows the gross value of said decedent's  
estate to be \$11,090.73.

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Estate Docket  
78 page 26135  
Petition Filed  
Nov. 3, 1928

IN THE PROBATE COURT OF MARION COUNTY

The Indiana Trust Company  
Executor of the Estate of  
August Plank, Deceased

vs

Charles A. Rusch and  
Mathilda Schmitt Rusch,  
his wife, Anna Rusch Horst  
and Edmond C. Horst,  
her husband,  
Fred P. Rusch and  
Cora Rusch, his wife,  
Bertha Kipp Wylie and  
Bruce M. Wylie, her husband  
Julie Brink, unmarried,  
Julia Fletcher, unmarried  
Louis Fletcher, unmarried

PETITION TO SELL REAL ESTATE.

The undersigned, duly qualified and acting as Executor of the Estate of August Plank, Deceased, late of Marion County, State of Indiana, respectfully shows to the Court that the total value of the personal estate of said decedent which has come to his knowledge or possession amounts to the sum of \$91.23; that claims have been filed and allowed against the estate which are still pending, amounting to \$2115.42, and there is a mortgage upon the real estate of decedent securing a note executed by decedent to Merit Savings and Loan Association in the sum of \$800.00 which is now due and unpaid, together with certain interest due thereon and that therefore the personal estate of said decedent is insufficient to pay and discharge the liabilities thereof.

That at the time of his death, said decedent was the owner in fee simple of the following described real estate, to wit: Lots Numbers 4 and 5 in Margaret McCarty's Subdivision of Out Lot 119 and the West part of Out Lot 118 an Addition to the City of Indianapolis, Marion County, State of Indiana, as per plat thereof, in Plat Book 1, page 253, in the Recorder's Office of Marion County, Indiana.

That the said real estate, is liable to sale to make assets for the payment of the debts of said estate, and that the probable value thereof, exclusive of liens thereon, is \$12,000.00. That the taxes due upon the said real estate accrued at decedent's death amount to \$387.63. That the said decedent died testate leaving no widow surviving him. That Item 2 of said decedent's Will provides as follows: "I give, devise and bequeath all of my property, real and personal of every nature whatsoever to Charles A. Rusch, Anna Horst, Fred P. Rusch and Bertha Kipp Wylie, my nieces and nephews and to Julie Brink, Julie Fletcher and Louis Fletcher my wife's nieces and nephew, the said property to be divided between said nephews and nieces equally, share and share alike, each to receive 1/7 of said property."

That all of said defendants are residents of Marion County, Indiana, with the exception of Bertha Kipp Wylie and Bruce M. Wylie, her husband, who are residents at 438 N.W. 59th St. Miami, Florida.

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WHEREFORE, said executor prays the Court that upon the hearing of this petition an order may be granted empowering him to sell said real estate and that the court will grant such other and further relief as the interests of said estate may require.

The Indiana Trust Company,  
Executor

By:

R. N. Britton,  
Assistant Secretary

STATE OF INDIANA, COUNTY OF MARION, SS:

R. N. Britton, being duly sworn according to law, says that he is Assistant-Secretary of The Indiana Trust Company, Executor of the Estate of August Plank, deceased, and that the matters and things by him set forth and alleged in the foregoing petition are true as he verily believes.

R. N. Britton

Subscribed and sworn to before me this 3 day of November, 1928.

Gideon W. Blain (LS)  
Notary Public

My Commission expires April 28, 1929.

Notice of petition to sell real estate issued to the Sheriff of Marion County, Indiana, and returned endorsed as follows, towit: This writ came to hand -- and served this writ by reading to and within the hearing of the within named Anna Rusch Horst and delivering to them h- a true copy of the same. November 5, 1928. Omer Hawkins, Sheriff of Marion County, per H. H. Hawkins Deputy. And served this writ by leaving a true copy of the same at the last and usual place of residence of the within named Edmond C. Horst, Fred P. Rusch and Cora Rusch, Julie Brink, Julie Fletcher, Louis Fletcher, November 5, 1928.

Omer Hawkins, Sheriff of  
Marion County

Per:

H. H. Hawkins, Deputy

And I have made diligent search and fail to find any of the within named defendants within my bailiwick, Charles A. Rusch, Mathilda Schmitt, November 5, 1928.

Omer Hawkins, Sheriff of  
Marion County

Per:

H. H. Hawkins, Deputy

December 8, 1928. Comes now the undersigned beneficiaries named in the Will of August Plank, deceased, defendants in the proceedings for the sale of real estate belonging to the Estate of August Plank, deceased and waives the service of summons on the undersigned in said proceedings and hereby consents that the said real estate be sold by - Indiana Trust Company, Executor of the said Estate under order of the Court for the purposes set forth in the petition filed in said proceedings.

Charles A. Rusch,  
Mathilda Schmitt Rusch,  
Anna Rusch Horst,  
Edmond C. Horst,  
Fred P. Rusch,  
Cora Rusch,  
Bertha R. K. Wylie,  
Bruce M. Wylie, Julia H. Brink,  
Julian M. Fletcher, Louis Fletcher

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December 8, 1928. John P. Lyendecker and George N. Montgomery appointed appraisers to appraise said real estate. Oath of appraiser's filed and said real estate appraised at \$10,000.00.

December 8, 1928. Order to Sell Real Estate.

Comes now the said Executor and shows to the Court by the notice issued upon his petition herein and the Sheriff's return thereon indorsed which notice and return read as follows, to wit: (Here Insert) That the defendants Anna Busch Horst and Edmond C. Horst, her husband, Fred P. Busch and Cora Busch, his wife, Julia Brink, unmarried, Julie Fletcher, unmarried and Louis Fletcher, unmarried have been duly and personally served with summons and notice of the filing and pendency of said petition and when and where the same would be heard at least ten days prior to this date and the date fixed for the hearing thereof.

And come now all of the said defendants, to wit: Charles A. Busch and Mathilda Schmitt Busch, his wife, Anna Busch Horst and Edmond C. Horst, her husband, Fred P. Busch and Cora Busch, his wife, Bertha Kipp Wylie and Bruce M. Wylie her husband, Julie Brink, Julie Fletcher and Louis Fletcher and file their written assents to the sale of the said real estate and waiver of notice thereof, which assents are in the words and figures following to wit: (Here Insert)

And the said administrator now files an inventory and appraisement of the real estate in said petition described taken and made in due form of law and reading as follows, to wit: (Here Insert)

And the said petition is now submitted to the Court for trial finding and decree and the Court having heard the evidence and being duly advised in the premises finds that the said decedent died testate leaving no widow surviving and that the personal assets of said estate are insufficient to pay and discharge the debts and liabilities thereof and that the real estate in said petition as hereinafter described is liable to be made assets in the hands of said executor to pay such indebtedness; the Court further finds that to make assets for the payment of the debts and liabilities of the said estate it will be necessary to sell all of the decedents interest in said real estate and that the material allegations contained in the petition of said administrator as therein stated are true. The Court further finds that each of the defendants named in said petition is more than twenty-one (21) years of age, and that the said defendant, Julie Fletcher is the same person as Julia M. Fletcher, who has executed said assent, and that the said defendant Julie Brink is the same person as Julia H. Brink who has executed the said assent.

It is therefore considered and ordered by the Court that the real estate of the said decedent in said petition described as follows, to wit:

Lots Number 4 and 5 in Margaret McCarty's Subdivision of Out Lot 119 and the West part of Out Lot Number 118, an Addition to the City of Indianapolis, Marion County, State of Indiana, as per plat thereof, in Plat Book 1 page 253 in the Recorder's Office of Marion County, Indiana, be sold by said executor at private sale for not less than



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the full appraised value thereof and on the following terms and conditions, - Cash, upon a delivery of a deed or upon such terms as the Court may hereafter approve.

Said real estate shall be sold free and clear of all liens and incumbrances, except the taxes for 1929 payable in 1930, said Executor is required to give notice of the time, terms and place of said sale by 1 publication thereof in a daily newspaper of general circulation printed and published in the City of Indianapolis, Marion County, Indiana, at least one week prior to the date of such sale, and said sale may be continued from day to day, and said administrator is required to make due report of his proceedings under the foregoing order and time is given.

Order Book 119 page 180.

May 17, 1929. Petition to reappraise Real Estate.

The undersigned, executor of said estate, shows to the court, that he has, under the order thereof heretofore granted, attempted to make sale of the real estate in his petition and said order described, but has been unable to obtain the appraised value thereof, as by said order required. That from investigation made, the said executor is of the opinion that the said real estate is appraised too high and that in the interests of said estate the same should be reappraised.

WHEREFORE, the said executor prays the Court to inquire into the matters herein set forth, and finding them true, to order a reappraisement made of said real estate.

By: The Indiana Trust Company, Executor  
R. N. Britton, Asst. Secy.  
STATE OF INDIANA, COUNTY OF MARION, SS:

R. N. Britton, being duly sworn according to law says that he is Assistant Secretary of the Indiana Trust Company, Executor of the Estate of August Plank, Deceased, and that the matters and things by him set forth and alleged in the foregoing petition are true as he verily believes.

R. N. Britton

Subscribed and sworn to before me this 17th day of May, 1929.

Gideon W. Blain, (LS)

My Commission expires April 12, 1933.

May 17, 1929. And the Court having examined said petition and being sufficiently advised in the premises finds that the averments thereof are true, and that in the interest of said estate, said real estate should be reappraised, and for the purpose of making such reappraisement now appoints Norbert J. Fox, and William T. Rasmuesen, two reputable and disinterested householders of the neighborhood where said real estate is situated who, before proceedings with the discharge of their duties shall take and subscribe an oath to honestly appraise said real estate at its fair cash value. And upon said reappraisement being so made and filed the same shall take the place of the original appraisement and said executor shall proceed to the sale of said real estate under the former order of the Court.

Order Book - page -.

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June 19, 1930. Proof of publication of Notice of Sale of real Estate herein filed, showing therein that said notice appeared in The Indianapolis Commercial, a daily newspaper of general circulation, printed and published in the City of Indianapolis, Marion County, Indiana, for four weekly insertions successively the first of which publications was on the 16 day of April 1930, and the last on the 7 day of May 1930.

Proof of posting of notice of sale of real estate herein filed, showing therein that notice was posted by him on the 16th day of April, 1930 at the following places in Marion County, Indiana, to wit:

63d and Bellefontaine Streets, Indianapolis;  
3210 West Washington Street, Indianapolis;  
Marion County Court House, Indianapolis;  
1013 South Meridian Street, Indianapolis;  
1053 Virginia Avenue, Indianapolis.

That three of said places were at the time of said posting and are now in Center Township and all of said places being public places in said County and State.

#### REPORT OF SALE OF REAL ESTATE.

The undersigned, Executor of the Will of August Plank, Deceased, reports to the Court that pursuant to the order heretofore made in this proceeding authorizing and directing the public sale of the real estate therein and hereinafter described, he gave notice of the time terms and place of such sale by the publication and posting of notices thereof for the time and in the manner required by the terms of said order, and he attaches hereto and makes part of this report copies of such notices, together with proof of the due posting and publication thereof as aforesaid.

That, on the 15th day of May, 1930, at ten o'clock A. M. and at the place and upon the terms in said notice set forth subject to the approval of the Court, said executor offered the said real estate, to wit:

Lots Numbered 4 and 5 in Margaret McCarty's Sub-division of Out Lot 119 and the West part of Out Lot Number 118, an Addition to the City of Indianapolis, Marion County, State of Indiana, as per plat thereof in Plat Book 1, Page 253, in the Recorder's Office of Marion County, Indiana, for sale to the highest bidder for not less than  $\frac{2}{3}$  of the appraised value thereof; that the said executor was unable to obtain a bid equal to two-thirds of the full appraised value thereof, to wit: The sum of \$5,000.00; that thereupon the said sale was continued by the Executor, as in said notice provided and said sale was reopened at ten o'clock A. M. at the place and upon the terms in said notice set forth on the 18th day of June, 1930 and said executor sold the said described real estate to William L. Reilly, subject to the approval of this Court for the sum of \$5,025.00 that being the highest and best bid received therefor and being in excess of two-thirds of the full appraised value thereof.

Said real estate was sold subject to the taxes for the year 1930, payable in 1931 and free of all other liens and encumbrances.

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Said Executor shows to the Court that the said purchaser has paid to this executor the sum of \$500.00, which said Executor now brings into Courts, as good-faith money and has executed his written agreement to pay the balance of the said purchase money in cash within 5 days after an abstract showing a merchantable or insurable title to said real estate shall be delivered to the said purchaser, upon confirmance of this sale by the Court.

And the said Executor now asks the Court to confirm the said sale and the Executor's acts in the premises.

THE INDIANA TRUST COMPANY,  
EXECUTOR OF THE WILL OF  
AUGUST PLANK, DECEASED

By:

R. N. Britton,  
Assistant Secretary

STATE OF INDIANA, COUNTY OF MARION, SS:

R. N. Britton, being first duly sworn according to law, says that he is Assistant Secretary of The Indiana Trust Company, Executor of the Estate of August Plank, Deceased, and that the matters and things set forth and alleged in the foregoing report are true as he verily believes.

R. N. Britton

Subscribed and sworn to before me this 18 day of June, 1930.

Gideon W. Blain (LS)  
Notary Public

My commission expires: March 23, 1933.

Comes now the executor herein and files its verified report of the sale of Real Estate and petition for confirmance of the said sale together with proofs of posting and publication of notice, in the words and figures following, towit: (Here insert).

And the said Executor having shown to the Court in said petition that pursuant to the order of the Court and the publication and posting of notices as in said order stated, the undersigned executor did on the 18th day of June, 1930, sell the said real estate to William L. Reilly for the sum of \$5,025.00, said real estate being described as follows, towit:

Lots Numbered 4 and 5 in Margaret McCarty's Sub-division of Out Lot 119 and the West part of Out Lot Numbered 118, an Addition to the City of Indianapolis, Marion County, State of Indiana, as per plat thereof in Plat Book 1, Page 253, in the Recorder's Office of Marion County, Indiana.

And the said report showing that the said purchaser having paid in to the said Executor the sum of \$500.00 in cash and agreed in writing to pay the balance of the said purchase price in cash within 5 days after an Abstract showing a merchantable or insurable title to the said Real Estate shall be delivered to the said purchaser and the confirmance of the said sale by the Court.

And the Court having read said petition and being fully advised upon the matters therein stated, finds that the allegations thereof are true, that said sale should in all things be confirmed and ratified and the said acts of the said executor approved.

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It is therefore ordered, adjudged and decreed by the Court that the sale of the said real estate herein described, and all of the acts of the said Executor in relation thereto are hereby confirmed and approved; that the said executor is hereby ordered to deliver to the said purchaser an Abstract of title to the said real estate; and it is further ordered, adjudged and decreed that upon the payment of the additional sum of \$4525.00 in cash to the said Executor, said executor shall report the payment thereof to this Court for instructions in the premises.

Order Book 128 page 208.

June 25, 1930. EXECUTOR'S REPORT.

Comes now the executor herein and files its verified report and shows to the Court that heretofore, to-wit: on June 19, 1930, this Executor filed its report of the sale of the following described real estate, belonging to the said estate, to-wit:

Lots Numbered 4 and 5 in Margaret McCarty's Subdivision of Out Lot 119 and the West part of Out Lot Number 118, an Addition to the City of Indianapolis, Marion County, State of Indiana, as per plat thereof in Plat Book 1, Page 253, in the Recorder's Office of Marion County, Indiana; to William L. Reilly, for the sum of \$5025.00 and that he had received of said purchase price the sum of \$500.00 cash paid in and that the balance of said purchase price would be paid when the abstract of title had been furnished and the title approved by purchaser.

That this Court thereupon confirmed and ratified the acts of this executor and approved the sale of the said real estate for said sum of \$5025.00, and ordered this executor to report to this Court when the remainder of said purchase price should be paid.

And the said Executor now reports to the Court that the entire amount of said purchase price has been received in cash to-wit, the sum of \$5025.00 which the said executor now brings into Court; that the said purchaser has in all things complied with the terms of said sale.

And said executor now brings into Court its deed of conveyance of the said real estate for approval by the Court.

WHEREFORE, the said executor now prays the Court that its acts herein be ratified and confirmed, that it be ordered to execute and deliver to said purchaser its said deed and for all other proper orders in the premises.

By:

THE INDIANA TRUST COMPANY,  
EXECUTOR OF THE WILL OF  
AUGUST PLANK, DECEASED  
R. N. Britton,  
Assistant-Secretary

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STATE OF INDIANA, COUNTY OF MARION, SS:

R. N. Britton, being first duly sworn according to law, says that he is Assistant-Secretary of The Indiana Trust Company, Executor of the Estate of August Plank, Deceased, and that the matters and things set forth and alleged in the foregoing report are true as he verily believes.

R. N. Britton

Subscribed and sworn to before me this 24 day of June, 1930.

L. E. Martin (LS)

Notary Public

My commission expires: March 31st, 1933.

Comes now the Executor herein and files its verified report relating to the sale of real estate which report is in the words and figures following, to wit: (Here Insert)

That the said real estate is described as follows, to wit:

Lots Number 4 and 5 in Margaret McCarty's Subdivision of Out Lot One Hundred Nineteen and the West Part of Out Lot Number One Hundred Eighteen, an Addition to the City of Indianapolis, Marion County, State of Indiana, as per plat thereof in Plat Book 1 page 253 in the Recorder's Office of Marion County, Indiana.

And, it appearing from the said report that the Court, heretofore on June 19, 1930, ratified and confirmed the sale of the said real estate to William L. Reilly for the sum of \$5025.00; that the said sum has been fully paid to the said Executor in cash and that the said purchaser has in all things complied with the terms of said sale.

And the said executor having brought said cash into Court together with the deed of conveyance of the said real estate to the said William L. Reilly and having prayed the court that its acts in the premises be approved; that the said deed be approved and ordered delivered to the said William L. Reilly.

And the said report now being before the Court and the Court having examined the same and being fully advised in the premises finds that the matters therein alleged are true; that in the interests of said estate the said sale and the acts of the executor in relation thereto are for the best interests of said estate and should be in all things ratified and confirmed.

It is therefore ordered and adjudged by the Court that the said sale and the said deed be and the same are hereby in all things ratified and approved and the said executor is hereby ordered and directed to execute the said deed to the real estate herein described to the said purchaser William L. Reilly and deliver the same to him.

Order Book 128 page 273.

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Town Lot Record  
863 page 67  
Inst. #22355  
June 24, 1930  
Recorded  
June 26, 1930

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The Indiana Trust Company,  
Executor of the Last Will of  
August Plank, Deceased, as  
such Executor, by Order of  
the Probate Court of  
Marion County, State of Indiana,  
entered in Order Book 128 of  
said Court on page -- (CorpSeal)  
By J. P. Frenzel, Chairman of  
the Board of Directors,  
Attest: M. P. Bowen, Secretary

Executor's Deed

to  
William L. Reilly

Lots Number 4 and 5 in Margaret McCarty's Sub-  
division of Out Lot 119 and the West part of Out  
Lot Number 118 an Addition to the City of Indianapolis,  
Marion County, State of Indiana, as per plat thereof  
in Plat Book 1 page 253 in the Recorder's Office of  
Marion County, Indiana.

Examined and approved in Open Court this 25 day  
of June, 1930.

Mahlon E. Bash, Judge  
of the Probate Court of  
Marion County, Indiana.

Town Lot Record  
863 page 68  
Inst. #22356  
June 26, 1930  
Recorded  
June 26, 1930

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William L. Reilly,  
unmarried

Quit Claim Deed

to  
John F. Darmody

Lots 4 and 5 in Margaret McCarty's Subdivision  
of Out Lot 119 and the West part of Out Lot 118 in  
the City of Indianapolis, as per plat thereof,  
recorded in Plat Book 1 pages 253 and 254 in the  
office of the Recorder of Marion County, Indiana.

Town Lot Record  
919 page 571  
Inst. #23977  
Oct. 13, 1931  
Recorded  
July 27, 1934

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John F. Darmody and  
Rose Darmody,  
his wife

Warranty Deed  
(No U. S. Revenue  
Stamp Attached)

to  
Dorothy I. Gass

Lots 4 and 5 in Margaret McCarty's Subdivision  
of Out Lot 119 and the West part of Out Lot 118 in  
the City of Indianapolis, as per plat thereof,  
recorded in Plat Book 1 pages 253 and 254 in the  
Office of the Recorder of Marion County, Indiana.

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Town Lot Record  
1118 page 587  
Inst. #23451  
July 8, 1943  
Recorded  
July 12, 1943

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The Indiana Trust Company,  
Trustee under Deed of Trust  
of August Plank, dated  
August 20, 1927, with  
full power to sell and  
convey (Corp. Seal)  
By Morse P. Bowen,  
Vice-President,  
Attest: R. N. Britton,  
Asst. Secretary,  
an Indiana Corporation  
to

Trustee's Deed  
(No U. S. Revenue  
Stamp Attached)  
\$1.00 and other val-  
uable considerations

Dorothy Darmody Gass

Lots 4 and 5 in Margaret McCarty's Subdivision  
of Out Lot 119 and the West part of Out Lot 118, an  
Addition to the City of Indianapolis, Marion County,  
Indiana, as per plat thereof recorded in Plat Book 1,  
page 253, in the Recorders Office of said County and  
State.

The grantor hereby certified that its said trust  
has been fulfilled.

Misc. Record  
459 page 511  
Instr. #85408  
Dec. 19, 1950  
Recorded  
Dec. 29, 1950

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Comes now Dorothy I. Gass who having first been  
duly sworn upon her oath deposes and says:

That on the 13th day of October, 1931, she received  
to herself in the name of Dorothy I. Gass, a Warranty  
Deed to Lots 4 and 5 in Margaret McCarty's Subdivision  
of Out Lot 119 and the West part of Out Lot 118 in the  
City of Indianapolis, as per plat thereof, recorded in  
Plat Book 1 pages 253 and 254 in the office of the  
Recorder of Marion County, Indiana; said real estate  
was conveyed to her by John F. Darmody and Rose Darmody,  
his wife; then thereafter on July 8, 1943 she received  
a Trustee Deed to said real estate from The Indiana Trust  
Company, Trustee under Deed of Trust of August Plank,  
receiving said Trust Deed to herself in the name of  
Dorothy Darmody Gass.

Affiant further says that Dorothy Darmody Gass here-  
inabove mentioned is one and the same person as Dorothy I.  
Gass; that she is the owner of said real estate; that the  
correct name is Dorothy I. Gass; and that she personally  
was the party interested in each of the above conveyances.

Further affiant said not.

Dorothy I. Gass

Subscribed and sworn to before me this 19th day of  
December, 1950.

H. A. Kespohl (LS)  
Notary Public

My commission expires Nov. 16, 1954.

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Town Lot Record  
1402 page 50  
Instr. #85407  
Dec. 19, 1950  
Recorded  
Dec. 29, 1950

Dorothy I. Gass  
(Dorothy Darmody Gass) and  
Edward M. Gass,  
her husband  
to

Warranty Deed  
(U. S. Revenue  
Stamp Attached)

William Allison  
Lots 4 and 5 in Margaret McCarty's Subdivision  
of Out Lot 119 and the West part of Out Lot 118 in  
the City of Indianapolis, as per plat thereof, recorded  
in Plat Book 1, pages 253 and 254 in the office of the  
Recorder of Marion County, Indiana.

Proper Citizenship Clause is attached.

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IN THE SUPERIOR COURT OF MARION COUNTY

Cause No. C16462  
Complaint filed  
Dec. 14, 1955

Luther Boxell,  
Della Boxell  
vs

William Allison

Suit instituted to appoint a receiver.

December 14, 1955. Summon issued, returnable  
December 27, 1955 and returned showing that William  
Allison was served by copy on December 19, 1955.

"Pending."

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IN THE SUPERIOR COURT OF MARION COUNTY

Cause No. S61-8153  
Complaint filed  
Dec. 7, 1961

Lillian Allison  
vs

William T. Allison et al

Suit instituted for divorce.

Cause venued to Morgan County, Indiana.

NOTE: Venue Record 4 page 791 in the Clerk's  
Office of Marion County, Indiana, shows that above  
cause of action was received in Morgan County Circuit  
Court on Jan. 8, 1962 and docketed there as cause  
No. C62-C6.

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IN THE PROBATE COURT OF MARION COUNTY

Guardian Docket  
G62-115

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IN THE MATTER OF THE GUARDIANSHIP OF WILLIAM T. ALLISON.

March 26, 1962. Petition for appointment of a temporary guardian filed stating therein that defendant is a person of unsound mind and incapable of managing his estate.

March 26, 1962. Summons issued and returned showing that defendant Wm. T. Allison was served by reading and copy on March 27, 1962.

April 5, 1962. Defendant William T. Allison files answer in general denial.

April 25, 1962. Supplemental petition for appointment of a temporary guardian filed.

May 1, 1962. Defendant William T. Allison files answer in general denial to supplemental petition for appointment of temporary guardian.

June 14, 1962. Claude Pitsenberger appointed temporary guardian of the Estate of William T. Allison for a period of 60 days upon filing \$10,000.00 bond and qualifying herein.

Order Book 577 page 189.

July 10, 1962. Bond filed and approved by the Court and Claude Pitsenberger duly appointed temporary guardian herein.

Order Book - Page --.

August 20, 1962. Supplemental petitions for appointment of temporary and permanent guardian filed.

August 20, 1962. Summons issued returnable September 4, 1963 and returned showing that William T. Allison was served by reading and copy on August 21, 1962.

August 24, 1962. Clerk files answer in general denial.

August 29, 1962. Motion for change of venue on petition for permanent guardian filed and granted by Court.

September 6, 1962. Claude Pitsenberger appointed temporary guardian for the estate of said William T. Allison for a period of 60 days upon filing \$10,000.00 bond and qualifying. And the Court further orders that the petition for appointment of a permanent guardian be delayed as defendants motion for change of venue on said petition has been granted.

Order Book 585 page 558.

September 12, 1962. Praecipe for transcript of proceedings filed showing that proceedings for permanent guardian is venued to Shelby County.

Order Book 586 page 504.

September 14, 1962. Guardian qualified and letters issued.

Order Book - page --.

"Pending."

696744

IN THE PROBATE COURT OF MARION COUNTY

Guardians Docket  
G62-115  
Petition filed  
Sept. 17, 1962

IN THE MATTER OF THE GUARDIANSHIP OF WILLIAM T. ALLISON.  
PETITION FOR AUTHORITY TO CONVEY REAL ESTATE.

Comes now Claude Pitsenberger, temporary guardian under appointment of this Court of William T. Allison, incompetent, for petition herein, respectfully shows the Court:

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1. That his said ward is the owner in fee simple of the following described real estate, to-wit:

Part of Lot 4, in McCarty's Subdivision of Out Lots 118 & 119, to the City of Indianapolis, recorded in Plat Book 1, Page 253, in the Office of the Recorder, Marion County, Indiana, more particularly described as follows: Beginning at the northeast corner of said lot; running thence south upon and along the east line of said lot 26.5 feet to a point; thence west and parallel with the north line of said Lot 65.5 feet to a point; thence north and parallel with the east line of said Lot 26.5 feet to a point in the North line of said Lot; thence east upon and along the north line of said Lot 65.5 feet to the place of beginning.

2. That the above described real estate is located at 1012 South Charles Street, Indianapolis, Marion County, Indiana.

3. That said property was sold by means of a real estate conditional sales contract to William L. Price and Alta M. Price, husband and wife, said parties having entered into said contract with William T. Allison and Lillian Allison, on the 10th day of August, 1952.

4. That a copy of said contract is attached to this petition and labeled Exhibit "A".

5. That said vendee does now desire to have the deed of conveyance under the terms of said contract.

6. That all monies have been paid on said contract as of May 19, 1962.

7. That a copy of the page of the said receipt book is attached hereto and marked Exhibit "B". (Not set out herein.)

8. That the Petitioner be permitted to purchase title insurance on the real estate and the improvements thereon for the reason that the Petitioner is unable to determine the whereabouts of the abstract to said property.

WHEREFORE, the petitioner respectfully requests:

1. That the permission of the Court be granted to convey the real estate to the vendee and thereby complete the performance of the contract.

2. That petitioner be permitted to purchase title insurance upon said property for the benefit of the vendee.

Respectfully submitted.

Claude Pitsenberger, Guardian  
of the Estate of  
William T. Allison

And the Court having read and examined said petition finds that the permission prayed for should be granted.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the said petitioner is ordered to give the deed conveying said property as completion of performance under the terms of the Conditional Sales Contract for real estate as described below:

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Part of Lot 4, in McCarty's Subdivision of Out Lots 118 and 119, to the City of Indianapolis, recorded in Plat Book 1, Page 253, in the Office of the Recorder, Marion County, Indiana, more particularly described as follows: Beginning at the northeast corner of said lot; running thence south upon and along the east line of said lot 26.5 feet to a point; thence west and parallel with the north line of said lot 65.5 feet to a point; thence north and parallel with the east line of said lot 26.5 feet to a point in the north line of said lot; thence east upon and along the north line of said lot 65.5 feet to the place of beginning.

It is further ordered that upon completion of this transaction the Guardian for William T. Allison shall make a full and complete accounting to the Probate Court of the completion of the sale of said real estate.

It is further ordered that the petition shall also furnish vendee with title insurance upon the property conveyed.

Order Book 587 page 75.

NOTE: Exhibit "A" referred to above reads in part as follows, to wit:  
CONDITIONAL SALES CONTRACT  
William Allison and Lillian Allison hereinafter referred to as the Seller

and  
William L. Price and Alta M. Price 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 1012 S. Charles St., and more particularly described as follows, to wit:

Part of Lot 4, in McCarty's Subdivision of Out Lots 118 & 119, to the City of Indianapolis, recorded in Plat Book 1, Page 253, in the Office of the Recorder, Marion County, Indiana, more particularly described as follows: Beginning at the Northeast corner of said lot; running thence south upon and along the east line of said lot 26.5 feet to a point; thence west and parallel with the north line of said lot 65.5 feet to a point; thence north and parallel with the east line of said lot 26.5 feet to a point in the north line of said lot; thence east upon and along the north line of said lot 65.5 feet to the place of beginning.

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 \$5000.00 without any relief from valuation or appraisement laws of the State of Indiana, with attorney's fees, in the following manner, to wit:

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The sum of \$958.00 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 \$47.00 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 10th day of March, 1953 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, 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, 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.

"Pending."

696744

Old Age Assistance  
Search

-55-

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

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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 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.

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:

William Allison  
and  
William T. Allison

for the 10 years  
last past

and vs

Claude Pitsenberger,  
Guardian

from June 14, 1962,  
to date and against  
none other.

696744

IN THE MUNICIPAL COURT OF MARION COUNTY

Cause #R-25597  
Date  
Dec. 8, 1961  
Order Book  
197 page 185  
Judgment Docket  
A-4 Page 28  
Series 1

Associates Investment Co.  
vs  
William Allison  
Judgment rendered vs defendant for \$80.00  
and costs.

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TRANSCRIPT

Town Lot Record  
1931 page 431  
Instr. # 52302  
June 8, 1962  
Recorded  
June 13, 1962

IN THE JOHNSON CIRCUIT COURT  
CAUSE NO. 19,570  
STATE OF INDIANA, COUNTY OF JOHNSON, SS:  
Rodolfo Bedoy, Plaintiff

vs  
William Allison, Defendant  
AGREED JUDGMENT ENTRY

Comes now plaintiff by counsel and defendant  
by counsel and agree in open Court that plaintiff  
should have and recover judgment against the defendant  
in the amount of Four Hundred and Fifty Dollars (\$450.00)  
plus costs in the cause of action sued upon herein.

And the Court, being duly advised in the premises,  
finds that the plaintiff should have and recover judgment  
on his cause of action herein in the amount of Four  
Hundred and Fifty Dollars (\$450.00) plus costs.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that  
the plaintiff have and recover judgment against the  
defendant in the amount of Four Hundred Fifty Dollars  
(\$450.00) without relief from valuation and appraisement  
laws, together with his costs.

Robert Seybrook,  
Judge,  
Johnson Circuit Court

Dated this 4 day of June, 1962.

Charles R. McCormack,  
Attorney for Defendant  
Edward Madinger  
Attorney for Plaintiff

STATE OF INDIANA, JOHNSON COUNTY, SS:

I, FRANCES MELTON, Clerk of the Johnson Circuit Court  
do hereby certify that the above and foregoing is a full,  
true and complete copy of Agreed Judgment Entry, Cause  
No. 19,570, Rodolfo Bedoy vs. William Allison as the same  
appears of record in my office.

IN WITNESS WHEREOF, I have hereunto subscribed my  
name and affixed the Seal of said Court, at Franklin,  
Indiana, this 8 day of June A. D. 1962.

Frances Melton (LS)  
Clerk Johnson Circuit Court

NOTE: Above judgment not filed in Clerk's Office of  
Marion County.

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Taxes for the year 1960 and prior years paid in full.

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Taxes for the year 1961 on All of Lot 4 herein are assessed in the name of William T. Allison and are due and payable on or before the first Mondays in May and November of 1962.

General Tax Duplicate No. 321119, A-B, Indianapolis, Center Township, Parcel No. 23606.

May Installment \$162.09 Unpaid.

November Installment \$162.09 Unpaid.

Assessed Valuation:

Land \$2410.00      Improvements \$1200.00      Exemption None

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Taxes for the year 1962 now a lien.

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:

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.

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 buildings 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.

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Non-Conforming Uses.

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

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

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

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

The real estate herein abstracted appears in Use District, Class U-3 ; Height District, Class H-1 ; and Area District, Class A-4 ; all so shown by the district zoning map of the City of Indianapolis, and is subject to the restrictions and uses therein provided for real estate in each of said respective districts.

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METROPOLITAN PLAN COMMISSION

DOCKET NO. 60-A0-4

O R D I N A N C E

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

696744

METROPOLITAN PLAN COMMISSION  
DOCKET NO. 61-AO-2

O R D I N A N C E

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

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

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

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

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

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

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

- (1) At least one complete side of such floor area shall be at ground level or above; and 60% or more of the exterior wall surface for such floor area (excluding that portion of the exterior wall surface enclosing any higher floor) shall be above the level of the finished lot grade; and
- (2) Said exterior wall surface shall have a minimum total window area equal to 7% of such "additional floor area".

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

John A. Kitley

Albert L. Steinmeier

Josephine K. Bicket

Frank J. Billeter

John D. Hardin

THE MARION COUNTY COUNCIL

DATED July 7, 1961

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

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

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

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

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

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

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

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

Effective March 28, 1957.

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

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September 14, 1962. 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.

696744

# 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, 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 66 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 44 both inclusive.

Dated at Indianapolis, Indiana, September 24, 1962, 8 A. M.

UNION TITLE COMPANY

by *Hiram E. Honecypfel*  
President

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# UNION TITLE COMPANY

ABSTRACTS OF TITLE + TITLE INSURANCE + ESCROWS

155 East Market Street

Union Title Building

Indianapolis 4, Indiana

MEIrose 2-2361

Capital Stock \$1,000,000.00

696744

## 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: **Claude Pitsenberger, Guardian of Estate of  
William T. Allison**

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

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

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

**September 12, 1962, 8 A. M. and**

The Indianapolis Division of the Southern District down to and including

**September 13, 1962, 8 A. M.**

William Allison

William T. Allison

Claude Pitsenberger, Guardian

UNION TITLE CO.

BY

*Heram E. Stonecipher*  
PRESIDENT

eb