

67. 6912

WARRANTY DEED

Project 1-70-3(51)
Code 0574
Parcel 79

cl 167.00

This Indenture Witnesseth, That WILLIAM D VOILS AND ORPHA R. VOILS H & W

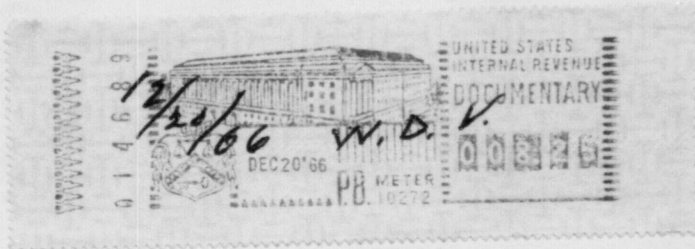
of MARION County, in the State of INDIANA Convey and Warrant to the STATE OF INDIANA for and in consideration of SEVEN THOUSAND AND FIFTY _____ (*7050.00*) Dollars,

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

LOT 6 IN BYBEE AND PRATT'S FIRST WEST SIDE ADDITION TO THE CITY OF INDIANAPOLIS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 200 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

TOGETHER WITH THE PERMANENT EXTINGUISHMENT OF ALL RIGHTS AND EASEMENTS OF INGRESS AND EGRESS TO, FROM, AND ACROSS THE ABOVE DESCRIBED REAL ESTATE.

RECEIVED FOR RECORD
1967 FEB 21 AM 9:05
MARCIA M. HAWTHORNE
RECORDER OF MARION COUNTY



DULY ENTERED FOR TAXATION

FEB 21 1967

John T. Sutton
COUNTY AUDITOR

Paid by Warrant No. *A-136305*
A-136304
Dated *1-19-67*

*W.H.B.
12-20-66*

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

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

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

In Witness Whereof, the said GRANTORS

has hereunto set THEIR hand and seal, this *19th* day of *DECEMBER* 19*66*
William D Voils (Seal) _____ (Seal)
WILLIAM D VOILS (Seal) _____ (Seal)
Orpha R Voils (Seal) _____ (Seal)
ORPHA R. VOILS (Seal) _____ (Seal)
_____ (Seal) _____ (Seal)
_____ (Seal) _____ (Seal)

67. 6912

JAF

This Instrument Prepared by S. W. BURRES 6-13-66

W. W. Myers
JAN 3 1967

STATE OF INDIANA,County, ss:

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

.....Grantor.....in the above conveyance, and acknowl-
edged the same to be.....voluntary act and deed, for the uses and purposes herein mentioned.
I have hereunto subscribed my name and affixed my official seal.

My Commission expires.....Notary Public

STATE OF INDIANA,County, ss:

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

.....Grantor.....in the above conveyance, and acknowl-
edged the same to be.....voluntary act and deed, for the uses and purposes herein mentioned.
I have hereunto subscribed my name and affixed my official seal.

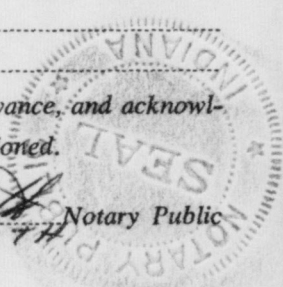
My Commission expires.....Notary Public

STATE OF INDIANA,County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this
day of December, A. D. 1966; personally appeared the within named.....

William D Voils and Cypha R. Voils Grantor S in the above conveyance, and acknowl-
edged the same to be this voluntary act and deed, for the uses and purposes herein mentioned.
I have hereunto subscribed my name and affixed my official seal.

My Commission expires June 27 1969 Ralph Galbreath Notary Public



67 6912

WARRANTY DEED

FROM

TO

STATE OF INDIANA

Received for record this.....

day of....., 19.....

at.....o'clock.....m, and

Recorded in Book No.....page.....

Recorder.....County

Duly entered for taxation this.....

day of....., 19.....

Auditor's fee \$.....

Auditor.....County

28 ENVELOPE

Division of Land Acquisition
Indiana State Highway Commission

INDIANA STATE HIGHWAY COMMISSION

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

February 16, 1967 19

To William D. Voils and
Orpha R. Voils
1406 King Street
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-136304 1-19-67 19
in settlement of the following vouchers: Transmittal #67-241

Description	Amount
For <u>Purchase</u> on State Road No. <u>I-70</u> in <u>Marion</u> County, Project <u>I-70-3(51)</u> Parcel No. <u>#79</u> as per Grant/Warranty Deed, Dated <u>December 19, 1966</u>	\$ 6350.00

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By Orpha R Voils
Date 2-21-67

INDIANA STATE HIGHWAY COMMISSION

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

February 16, 1967 19

To William D. Voils and
 Orpha R. Voils
 1406 King Street
 Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-136305 1-19-67 19
 in settlement of the following vouchers:

Transmittal #67-241

Description	Amount
For <u>Purchase</u> on State Road No. <u>I-70</u> in <u>Marion</u> County, Project <u>I-70-3(51)</u> Parcel No. <u>#79</u> as per Grant/Warranty Deed, Dated <u>December 19, 1966</u> Escrow	\$ 700.00

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By Orpha R. Voils
William D. Voils

Date 4-27-67

INDIAN STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I-70-3 (5-1)

BUYER'S REPORT NUMBER: _____ COUNTY Marion PARCEL NO. 79

NAME & ADDRESS OF OWNER William Voils

1406 N King St. Rudphs Ind PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED _____

PHONE # _____

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

DATE ASSIGNED 10-14-66 DATE OF CONTACT 12-20-66

OFFER \$ 7050.00 TIME OF CONTACT 10:00 A.M.

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

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

REMARKS: Secured Doc Stamps. Completed
Parcel

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

Distribution Made

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

Ralph Galbraith
(Signature)

INDIAN STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I-70-3 (51)

BUYER'S REPORT NUMBER: _____ COUNTY Marion

PARCEL NO. 79

NAME & ADDRESS OF OWNER William Voils

1404 N King St. Indpls Ind

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED _____

PHONE # _____

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

DATE ASSIGNED 10-14-66

DATE OF CONTACT 12-19-66

OFFER \$ 7050.⁰⁰

TIME OF CONTACT 5:00 P.M.

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

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

REMARKS: Contacted Mr & Mrs Voils. They had
this ethy. clear the title concerning the
contract sale.
Deed and Voucher were signed.

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

() Other, awaiting what? _____

Distribution Made

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

Ralph G. Galt
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I-20-3(51)

BUYER'S REPORT NUMBER: _____ COUNTY Madison PARCEL NO. 79

NAME & ADDRESS OF OWNER William Voils

1406 N King Dr. Supts Bldg PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED _____

PHONE # _____

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

DATE ASSIGNED 10-19-66 DATE OF CONTACT 11-9-66

OFFER \$ 7050.⁰⁰ TIME OF CONTACT 6:30 P.M.

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

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

REMARKS: Contacted Mr & Mrs Voils. Made offer by letter. They ask for a few days to think it over!

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

() Other, awaiting what? _____

Distribution Made

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

Ralph Galbreath
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. Z-70-3(2-1)

BUYER'S REPORT NUMBER: _____ COUNTY Marion PARCEL NO. 79

NAME & ADDRESS OF OWNER William Voils

1406 N King St. Indpls. PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED _____

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

DATE ASSIGNED 10-14-66 DATE OF CONTACT 10-24-66

OFFER \$ 2 TIME OF CONTACT _____

- | | <u>YES</u> | <u>NO</u> | <u>N/A</u> | (Circle N/A if all questions are not applicable) |
|----|------------|-----------|------------|---|
| 1. | () | () | () | Checked abstract with owner? (Affidavit taken?: Yes ___ No ___) |
| 2. | () | () | () | Showed plans, explained take, made offer, etc.? |
| 3. | () | () | () | Any Mortgage? (Any other Liens, Judgements? Yes ___ No ___) |
| 4. | () | () | () | Explained about retention of Bldgs. (any being retained? Yes ___ No ___) |
| 5. | () | () | () | Filled out RAAP Form? |
| 6. | () | () | () | Walked over property with owner? (or who? _____) |
| 7. | () | () | () | Arranged for payment of taxes? (Explain how in remarks) |
| 8. | () | () | () | Secured Right of Entry? (Secured Driveway R.O.E.? Yes ___ No ___ N/A ___) |
| 9. | () | () | () | Gave Owner Firm Offer & Eminent Domain Procedures Letter & Explained it? |

REMARKS: Tried to locate Mr. Voils. Could not find
any one at home. The tenant also did not
know where he was

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

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

Ralph Galbraith
(Signature)

REAL ESTATE CONDITIONAL SALES CONTRACT

THIS AGREEMENT made and entered into by and between

William D. Voils and Orpha R. Voils, husband and wife,

hereinafter referred to as the seller, and

Herbert Collett and Shirley Collett, husband and wife,

hereinafter referred to as the buyer, WITNESSETH:

That if the buyer shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed the 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

1036 River Avenue, Indianapolis, Indiana.

and more particularly described as follows, to-wit:

Lot Six in Bybee and Pratt's First West Side Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 8, Page 200, in the office of the Recorder of Marion County, Indiana,

DATE 12/16/66
CANCELLED
JUDGE MARION SUPERIOR
COURT ROOM 4

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

Seventy-five hundred and No/100 - - - - - Dollars (7500.00)

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

The sum of Five hundred and No/100 - - - - - Dollars (500.00)

cash in hand at the time of the execution and delivery of this contract, the receipt of which is hereby acknowledged, and the sum of

Seventy and No/100 - - - - - Dollars (70.00)

each and every month hereafter until the remainder of purchase price, principal and interest, has been paid in full. The first payment shall be

made on or before the 1st day of February, 1961, 19 at 1406 North King Avenue, Indianapolis, Ind. in the city of Indianapolis, Indiana, and like payments shall be made on or before the same day of each succeeding month.

It is understood and agreed that the deferred payments on the balance of said purchase price shall bear interest at the rate of six

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

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

It is further understood and agreed between the parties hereto as follows: That the buyer will assume and pay the taxes on said real estate beginning with the installment due and payable May, 1961 - - - - - and all installments subsequent thereto, and all assessments for municipal and other improvements completed after this date, also, any taxes assessed on this instrument, and will keep improvements on said real estate insured against loss from fire and tornado, said insurance to be carried in a responsible company to be approved by the seller in a sum not less than the balance due on this contract, all policies to be delivered to and retained by seller during the continuance of this contract, by paying each month to the seller a sum amounting to the monthly pro rata amount due on the insurance premiums. The buyer also agrees to pay to seller each month a sum amounting to one-twelfth of the annual taxes and any assessment payable by the buyer.

That possession of said real estate shall be given the buyer on at once - - - - -

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

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

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

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

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

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

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

Further payments

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 1st day of January, 1961

William D. Voils (Seal)

William D. Voils (Seal)

Orpha R. Voils (Seal)

Orpha R. Voils (Seal)

Herbert Collett (Seal)

Herbert Collett (Seal)

Shirley Collett (Seal)

Shirley Collett (Seal)

STATE OF INDIANA :
: SS: IN THE SUPERIOR COURT OF MARION COUNTY
COUNTY OF MARION :
CAUSE NO. S63-5104 ROOM NO. 4

WILLIAM D. VOILS and
ORPHA R. VOILS, husband and
wife,

Plaintiffs

-vs-

HERBERT COLLETT and
SHIRLEY COLLETT, husband
and wife,

Defendants

FILED

S4 DEC 16 1966

John A. Staneck
CLERK

A G R E E D J U D G M E N T

Comes now the plaintiffs by and through their attorney of record, and the defendants by and through their attorney of record, and by agreement judgment is hereby rendered for the plaintiffs and against the defendants for the following described real estate located in Marion County, State of Indiana, to-wit:

Lot Six in Bybee and Pratt's First West Side Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 8, Page 200, in the Office of the Recorder of Marion County, Indiana. Commonly known as 1036 River Avenue, Indianapolis, Indiana.

And that the conditional sales contract heretofore entered into on the 1st day of January, 1961, wherein the plaintiffs were the sellers and the defendants were the buyers of the above described real estate, is hereby set aside and cancelled by the Court, and it is further adjudged that the defendants have no right, title or interest in or to said real estate, either legal or equitable, and that the costs of this action are assessed against the defendants.

ALL OF WHICH IS ORDERED, ADJUDGED AND DECREED THIS 16 day of December, 1966.

Frank R. Szymanski
JUDGE SUPERIOR COURT MARION COUNTY ROOM 4

APPROVED THIS 16TH DAY OF DEC., 1966
Forrest D. Rau
FORREST D. RAU - Attorney for Plaintiffs

APPROVED THIS 16TH DAY OF DEC., 1966
John A. Staneck
JOHN A. STANECK
Attorney for Defendants

GUARANTY OF TITLE

#79

Pioneer National Title Insurance Company

Union Title Division

S.R.	PROJECT	COUNTY	PNTIC #
I 70	I 70-3 (51)	Marion	66-3634-0

Names on Plans William and Orpha Voils

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation with its principal Indiana Office in the City of Indianapolis, in consideration of premium paid, hereby guarantees that as of the 20th day of May, 1966, 8 A.M.

William D. Voils and Orpha R. Voils, husband and wife,
1406 King Ave. Indianapolis, Ind.

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

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

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

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

ATTEST:

PIONEER NATIONAL TITLE INSURANCE COMPANY

Ray E. Sweat
Assistant Secretary

Walter A. McLean
Vice President

Countersigned and validated as of the 6th day of June, 1966.

James I. Wright
Authorized Signatory
James I. Wright
Attorney

SCHEDULE "A"

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

Lot 6 in Bybee and Pratt's First West Side Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 8, page 200 in the office of the Recorder of Marion County, Indiana.

The Record Owner or Owners disclosed above acquired title by Warranty Deed from William R. Cannon and Margie Cannon, husband and wife, dated June 27, 1956 and recorded June 27, 1956 in Deed Record 1623 Inst. #43673.
(No USR)

Parcel 79

INTERIM CERTIFICATE OF TITLE

Pioneer National Title Insurance Company

Union Title Division

S.R.	PROJECT	COUNTY	PNTIC #
I-70	I-70-3 (51)	Marion	66-3634-S

Name on Plans William and Orpha Voils

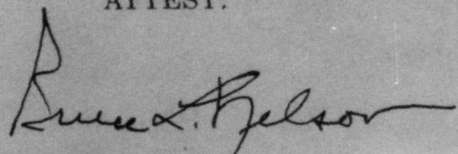
Name of Fee Owner William D. Voils and Orpha R. Voils, husband and wife,

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation with its principal Indiana Office in the City of Indianapolis, in consideration of premium paid, hereby certifies that a search of the records from May 4, 1966, 8 A.M. to and including December 21, 1966, 8 A.M. reveals no changes as to the real estate described under PNTIC # 66-3634-0 except:

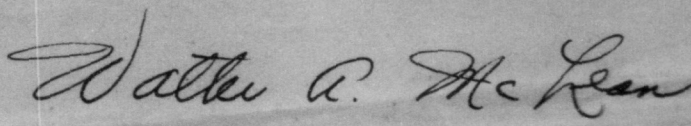
1. Taxes for 19 65 payable 19 66 in name of William D. and Orpha R. Voils
Duplicate # 6093994 Parcel # 1013320 Township I-Center Code # 1-01
May \$ 90.92 (paid) ~~unpaid~~ November \$ 90.92 (paid) ~~unpaid~~
Taxes for 19 66 payable 19 67 now a lien.

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

ATTEST: PIONEER NATIONAL TITLE INSURANCE COMPANY

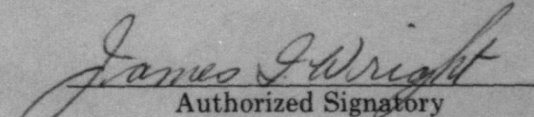


Assistant Secretary



Vice President

Countersigned and validated as of the 23rd day of December, 19 66.



Authorized Signatory

JAMES I. WRIGHT, Attorney

SCHEDULE "B"

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

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

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

5. Taxes for 1965 payable 1966 in name of William D. and Orpha R. Voils
Duplicate # 6093994 Parcel # 1013320 Township I-Center Code # 1-01
May \$ 90.92 (paid) ~~(unpaid)~~; November \$ 90.92 ~~(unpaid)~~
Taxes for 1966 payable 1967 now a lien.

Assessed Valuation

Land \$330.00 Improvements \$1,580.00 Exemptions None

6. Cause No. S63-5104, Filed July 22, 1963, VS. Herbert Collett and Shirley Collett, husband and wife. By reason of the failure of defendant to comply with the terms of certain contract dated January 1, 1961 plaintiff prays for cancellation of contract, and possession of the Real Estate described in caption. On August 4, 1965 Defendant's file Motion for stay of proceedings, showing in said petition, that on July 28, 1965, defendants filed a petition for bankruptcy under cause No. IP65-B-1759, in the United States District Court. Wherefore, plaintiffs pray for a stay of proceedings until a final adjudication can be made in said bankruptcy proceedings.
"Pending"

