

Ch 79

WARRANTY DEED

Project I-70-3(51)
Code 0574
Parcel 72

This Indenture Witnesseth, That
A. B. BUSH and CHARLOTTE BUSH, Adult Husband and wife
of MARION County, in the State of INDIANA Convey and Warrant to
the STATE OF INDIANA for and in consideration of
FOUR THOUSAND _____ (\$4,000.00) Dollars,

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

Lot 4 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



4-40

DULY ENTERED
FOR TAXATION
FEB 2 1 1967

John T. Sutton
COUNTY AUDITOR

DGS
11-9-66

Paid by Warrant No. A-135973
A-135972
Dated 1-18 1967

Land and improvements \$ 4,000.00; Damages \$ - 0 -; Total consideration \$ 4,000.00

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

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

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

In Witness Whereof, the said GRANTORS
have hereunto set THEIR hand and seal, this 3rd day of NOVEMBER 1966

(Seal) _____ (Seal)
(Seal) A. B. Bush (Seal)
A. B. BUSH - Adult Husband
(Seal) _____ (Seal)
016042 (Seal) Charlotte Bush (Seal)
CHARLOTTE BUSH - Adult wife
(Seal) _____ (Seal)

NOV 10 1966

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

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

STATE OF INDIANA, MARION County, ss:
Before me, the undersigned, a Notary Public in and for said County and State, this THIRD
day of NOVEMBER, A. D. 1966; personally appeared the within named.....
A. B. BUSH and CHARLOTTE BUSH

..... 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 Dec. 9 - 1967 Warren L. Hooten Notary Public
WARREN L. HOOTEN

STATE OF INDIANA, 67 6911 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

The undersigned, owner of a mortgage and/or lien on the land herein conveyed, hereby releases from said mortgage
and/or lien said conveyed land, and does hereby consent to the payment of the consideration therefor as directed in this trans-
action, this..... day of, 19.....

..... (Seal) (Seal)
..... (Seal) (Seal)

State of }
County of } ss:

Personally appeared before me.....
..... above named and duly acknowledged the execution of the above release
the..... day of, 19.....

Witness my hand and official seal.
My Commission expires..... Notary Public

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
Endorsed NOT TAXABLE this.....
day of....., 19.....
Auditor..... County
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

B

January 30, 1967 19

To Eugene V. Bonecutter, Guardian of
Theressa M. Eberwein
A.B. Bush and Charlette Bush
914 Marion Avenue
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-135972 1-18-67 19
in settlement of the following vouchers: Transmittal #67-225

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># 72</u> as per Grant/Warranty Deed, Dated <u>November 3, 1966</u>	\$ 3600.00

PLEASE RECEIPT AND RETURN (Do not detach)

Feb 7-1967

Payment Received: By Eugene V Bonecutter, Gdn?
Theressa M Eberwein By
 Date 2.9.71 A. B. Bush
Charlote Bush

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (51)

BUYER'S REPORT NUMBER: 11 COUNTY Marion

PARCEL NO. 72

NAME & ADDRESS OF OWNER Boncutter / Eberwein

1005-1007 S. Marion Ave - Judpls, Ind.

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED _____

PHONE # _____

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

DATE ASSIGNED 9-14-66

DATE OF CONTACT 11-9-66

OFFER \$ 4000.⁰⁰

TIME OF CONTACT 11:30 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: Received 2 Claim Vouchers, back from Eugene D. Boncutter,
properly signed.

Returned copies to Engineering Div - of Original Warranty Deed signed
on 9/20/66, by Mr. & Mrs. Bush, as Contract Purchasers only.

Status of Parcel: (X) Secured () Bought, awaiting mortgage release, () Condemned
(X) Other, awaiting what? Prepare Status Report and turn in

Distribution Made

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

Warren Hooten
(Signature)

A.D. 107-A-RW

INDIANA STATE HIGHWAY COMMISSION

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

January 30, 1967 19__

To A.B. Bush and Charlotte Bush
914 Marion Avenue
Indianapolis, Indiana

We enclose State Warrant No. A-135973 1-18-67 19__
in settlement of the following vouchers: Transmittal #67-225

Description	Amount
For Purchase _____ on State Road No. <u>I-70</u> in <u>Marion</u> County, Project <u>I-70-3(51)</u> Parcel No. #72 _____ as per Grant Warranty Deed, Dated <u>November 3, 1966</u> Escrow	400.00 esc.

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By X Charlotte Bush
Date 2-28-67

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3(51)

BUYER'S REPORT NUMBER: 10 COUNTY Marion

PARCEL NO. 72

NAME & ADDRESS OF OWNER Boncutter / Eberwein

1005-1007 S. Marion - Judpls, Ind. PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED _____

PHONE # _____

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

DATE ASSIGNED 9-14-66

DATE OF CONTACT 11-7-66

OFFER \$ 4000.⁰⁰

TIME OF CONTACT 11:30 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: _____

Purchased \$4.40 documentary stamps, and placed
on Warranty Deed

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

() Other, awaiting what? _____

Distribution Made

(1) Parcel (1) Weekly Summary

() Owner () Other, specify: _____

Warren Hooten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (51)

BUYER'S REPORT NUMBER: 9 COUNTY Marion

PARCEL NO. 72

NAME & ADDRESS OF OWNER Bonecutter / Eberwein

1005-1007 S. Marion Ave - Ludpls, Ind. PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Office of A. J. Klee, attorney

312 Union Fed. Bldg

PHONE # 636 3471

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

DATE ASSIGNED 9-14-66

DATE OF CONTACT 11-4-66

OFFER \$ 4000.⁰⁰

TIME OF CONTACT 845 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: Phoned and talked with Miss Slinger, sect to A. J. Klee, and

informed them the signature of Guardian must be on new Cl. Voucher.

They approved for this agent to mail direct to, Eugene V. Bonecutter
Guardian - R.R.1. Sheridan, Indiana. Ph 758 5564

9 AM Phoned and talked to Mr. Bonecutter, who replied he
would sign and return copies immediately

9 15 A.M Letter, Cl. Vouchers ^{3600.} 400. were mailed to Bonecutter.

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

() Other, awaiting what? _____

Distribution Made

(1) Parcel (1) Weekly Summary

() Owner () Other, Specify: _____

Warren Hosten

(Signature)

November 4 - 1966

Mr. Eugene V. Bonecutter
R.R. 1
Sheridan

Re: I 70-3(51)
Parcel #72
Marion County

Dear Mr. Bonecutter:

Enclosed are sets of the two Claim Vouchers referred to in my phone conversation with you Friday morning, Nov. 4.

Please sign in "Claimants" section on both sets (6 copies) and return all copies to this office in the stamped, return envelope.

These need not be notarized.

Thank you for your cooperation.

Yours very truly,

Warren Hooten, Land Agent

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (51)

BUYER'S REPORT NUMBER: 11 COUNTY Marion PARCEL NO. 72

NAME & ADDRESS OF OWNER Bonecutter / Eberwein
1005-1007 S. Marion Ave - Judpls, Ind. PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED _____

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

DATE ASSIGNED 9-14-66 DATE OF CONTACT 11-9-66

OFFER \$ 4000.⁰⁰ TIME OF CONTACT 11:30 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: Received 2 Claim Vouchers, back from Eugene D. Bonecutter,
properly signed.

Returned Copies to Engineering Div - of Original Warrants Deed signed by
Mr. & Mrs. Bush, 9/20/66, as Contract Purchasers only.

Status of Parcel: (Secured () Bought, awaiting mortgage release, () Condemned
(Other, awaiting what? Prepare Status Report and turn in

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

Warren Hooten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3(51)

BUYER'S REPORT NUMBER: 10 COUNTY Marion PARCEL NO. 72

NAME & ADDRESS OF OWNER Bonecutter / Eberwein
1005-1007 S. Marion - Judpls, Ind. PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED _____

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

DATE ASSIGNED 9-14-66 DATE OF CONTACT 11-7-66

OFFER \$ 4000.⁰⁰ TIME OF CONTACT 11:30 A.M.

- | <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: Purchased \$4.40 documentary stamps, and placed
on Warranty Deed

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

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

Warren Hooten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (51)

BUYER'S REPORT NUMBER: 9 COUNTY Marion

PARCEL NO. 72

NAME & ADDRESS OF OWNER Bonecutter / Eberwein

1005-1007 S. Marion Ave - Ludpls, Ind. PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Office of A. J. Klee, attorney

312 Union Fed. Bldg PHONE # 636 3471

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

DATE ASSIGNED 9-14-66

DATE OF CONTACT 11-4-66

OFFER \$ 4000.⁰⁰

TIME OF CONTACT 8:45 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: Phoned and talked with Miss Slinger, Sect to A. J. Klee, and

informed them the signature of Guardian must be on new Ch. Voucher.

They approved for this agent to mail direct to, Eugene V. Bonecutter
Guardian - R.R.1. Sheridan, Indiana. Ph 758 5564

9 AM Phoned and talked to Mr. Bonecutter, who replied he
would sign and return copies immediately

9:15 A.M Letter, Ch. Vouchers ^{3600.} 400. were mailed to Bonecutter.

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

() Other, awaiting what? _____

Distribution Made

(1) Parcel (1) Weekly Summary

() Owner () Other, Specify: _____

Warren Hosten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (51)

BUYER'S REPORT NUMBER: 8 COUNTY Marion

PARCEL NO. 72

NAME & ADDRESS OF OWNER Bonecutter / Eberwein

1005-1007 S. Marion Ave - Judpls, Ind.

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Mr. Mrs. A. B. Bush

914 S. Marion Ave - Judpls. Ind.

PHONE # 634-7751

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

DATE ASSIGNED 9-14-66

DATE OF CONTACT 11-3-66

OFFER \$ 4000.00

TIME OF CONTACT 5:45 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: Called again on Mr. & Mrs. A. B. Bush who signed the new Warranty Deed and Claim Vouchers. They were given a copy of the Deed, and exchanged copies of Receipt for W. Deed, and Agreement for Possession of Real Estate.
They were informed that they ~~would~~ ^{may} be contacted at time of closing. It will be necessary for them to record the Deed from Bonecutter, before the Hwy Commission can record the Deed from Mr. & Mrs. Bush. They were asked to notify this agent of the DATE - BOOK NUMBER - and PAGE NUMBER of the recording of their Deed. Rec'd \$4.40 for Documentary Stamps

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

Distribution Made

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

Warren Hooten

(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (51)

BUYER'S REPORT NUMBER: 7 COUNTY Marion

PARCEL NO. 72

NAME & ADDRESS OF OWNER Bonecutter - Eberwein - (A.B. Bush)

914 Marion Ave., Judpls., Ind. PHONE # 634 7751

NAME & ADDRESS OF ~~PERSON CONTACTED~~ Subject Property

1005/1007 S. Marion Ave - Judpls., Ind. PHONE # _____

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

DATE ASSIGNED 9-14-66

DATE OF CONTACT 11-3-66

OFFER \$ 4000.00

TIME OF CONTACT 11 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: Phoned and reported to Mrs. A.B. Bush that there had been a delay as attorney A.J. Klee had prepared and mailed to us copies of: Letters of Guardianship, Bonecutter - Court Petition to Execute Deed - Court Order to Execute Deed - and copy of signed Guardian's Deed conveying to A.B. Bush, and held in office of A.J. Klee. Mrs. Bush was informed that new W. Deed and Claim Voucher must be signed by her and Mr. Bush, conveying to the State.

It was agreed a call shall be made at their 914 Marion Ave residence, around 5:30 P.M., today, 11/3/66

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

Distribution Made

(1) Parcel (1) Weekly Summary

() Owner () Other, specify: _____

Warren Hooten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (51)

BUYER'S REPORT NUMBER: 5 COUNTY Marion PARCEL NO. 72

NAME & ADDRESS OF OWNER E. Bonecutter - Guardian of Theresa Eberwein

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Miss Slinger, Sect to Anthony J. Klee, attorney
Rm 312 Union Fed Bldg PHONE # 636 3471

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

DATE ASSIGNED 9-14-66 DATE OF CONTACT 10-11-66

OFFER \$ _____ TIME OF CONTACT 2:15 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: Phoned and talked with above secretary to Mr. Klee.

This agent informed Miss Slinger that copy of unsigned Guardians Deed could not suffice, therefore as soon as Mr. Bonecutter comes in and signs this deed, for her to forward a xerox copy of the signed Guardians Deed to us, along with other papers regarding guardianship and Court approval to convey.

Miss Slinger said she would mail same to attention of this agent

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

Distribution Made

(1) Parcel (1) Weekly Summary
(~~1~~) Owner (~~1~~) Other, specify: _____

Warren Hooper
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (51)

BUYER'S REPORT NUMBER: 5 COUNTY Hancock

PARCEL NO. 72

NAME & ADDRESS OF OWNER E. Boucutter - Gardiner

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Lee Miller - L.A. Engineer

PHONE # _____

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

DATE ASSIGNED 9-14-66

DATE OF CONTACT 10-11-66

OFFER \$ 4000.⁰⁰

TIME OF CONTACT 1:30 P.M.

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

REMARKS: Received from Lee Miller, a newly prepared Warranty Deed to be signed by A.B. and Charlotte Bush as fee owners - in place of the Deed signed by them on Sept 20 as Contract Purchasers.

Prepare new Claim Vouchers also, and have all instruments signed again, showing a same date on all papers.

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

Distribution Made

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

Warren Hoaten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (51)

BUYER'S REPORT NUMBER: 4 COUNTY Marion PARCEL NO. 72

NAME & ADDRESS OF OWNER E. Bonecutler - Guardian of Theresa M. Eberwein
1005-1007 S. Marion Ave., Indpls., Ind. PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED office of A. J. Klee, attorney for J. Eberwein
Rm 312 - Union Federal Bldg., Indpls., Ind. PHONE # 636 3471
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 9-14-66 DATE OF CONTACT 10-11-66

OFFER \$ 4000.⁰⁰ TIME OF CONTACT 9:30 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: Called personally at above attorney's office and picked up a copy
of a deed prepared whereby fee owner will convey property
directly to Contract Purchaser - A. B. BUSH. Mr. Klee has summoned
Mr. Bonecutler to come in and sign the Guardian Deed, which Mr.
Klee will hold until closing.

John Brossart, after examining Guardian Deed, instructs
that parcel cannot be processed until we possess a veror copy
of the signed Guardian Deed (which Guardian Deed will be
held by Anthony Klee until state payment check has been
issued).

Status of Parcel: () Secured () Bought, awaiting mortgage release, () Condemned
() Other, awaiting what? Have Mr. & Mrs. Bush sign a new Warranty Deed

Distribution Made

(1) Parcel (1) Weekly Summary

() Owner () Other, Specify: _____

Warren L. Hoaten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (51)

BUYER'S REPORT NUMBER: 3 COUNTY Marion

PARCEL NO. 72

NAME & ADDRESS OF OWNER E. Bonecutter - Guardian

1005-1007 S. Marion Ave - Judpls., Ind.

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Norma Warren - Hwy Advance Acquisition

PHONE # _____

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

DATE ASSIGNED 9-14-66

DATE OF CONTACT 9-27-66

OFFER \$ 4000.⁰⁰

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: Reported to Norman Warren that this is a double, in very poor condition.

1005 side - Doall Heating Co. - storage only. Broken plumbing. Depressed condition

1007 side - Mrs. Robinson - sub standard living conditions, 4 ft from alley.

Norma Warren instructed this parcel be held up until further notice.

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

() Other, awaiting what? _____

Distribution Made

(1) Parcel (1) Weekly Summary

() Owner () Other, Specify: _____

Warren Hooten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 10-3 (51)

BUYER'S REPORT NUMBER: 2 COUNTY Marion PARCEL NO. 72

NAME & ADDRESS OF OWNER E. Bonecutter - Guardian of Theresa Eberwein
property - 1005-1007 S. Marion Ave - Judpls, Ind. PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED A. J. Klee - attorney for Eberwein estate
Rm 312 - Union Federal Bldg., Judpls Ind. PHONE # 636 3471
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 9-14-66 DATE OF CONTACT 9-21-66

OFFER \$ 4000.⁰⁰ TIME OF CONTACT 10 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. () | () | () | Shown 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: Personally called at office of A. J. Klee to discuss acquisition.
Mr. Klee remarks that he cannot approve a deed from fee
owner directly to the State of Indiana - therefore they shall
prepare a deed to be issued to their contract buyer since
payoff is to be made. State will then acquire by W. Deed from
A. B. Bush and Charlotte Bush, present Contract buyers.

11 A.M. - Stopped in office of Pioneer Natl Title Ins, and requested Mr. James
L. Wright to make a judgement search on A. B. & Charlotte Bush. Two
Copies will be mailed to this agent

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

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

Warren Hosten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (51)

BUYER'S REPORT NUMBER: 1 COUNTY Marion PARCEL NO. 72

NAME & ADDRESS OF OWNER A. B. Bush and Charlotte Bush (Contract Purchasers)
914 Marion Ave - Judpls., Ind. PHONE # 634 7751

~~NAME & ADDRESS OF PERSON CONTACTED~~ property at
1005-1007 Marion Ave - Judpls., Ind. PHONE # _____
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 9-14-66 DATE OF CONTACT 9-20-66
OFFER \$ 4000.⁰⁰ TIME OF CONTACT 5:30 P.M.

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

REMARKS: Mr. & Mrs. Bush, Contract Purchasers, signed the Warranty Deed and Claim Voucher, and Agreement for Possession of Real Estate. They were given a copy of Receipt for Warranty Deed, Agreement for Possession of Real Estate, Real Estate Tax Memo, and letter on surrender of property.
Tax Receipt 66A was received - which shall be copied and returned to Mr. & Mrs. Bush. Receipt 66B will be paid before payment for property and copy of 66B will be given this agent or to Mr. Cole in Property Management Section.
1st check will be issued in about 8 to 12 weeks after all signatures are on deed.

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

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify:
Mr. Mrs. Bush

Warren Hoster
(Signature)

Hooten

GUARANTY OF TITLE

Pioneer National Title Insurance Company

Union Title Division

S.R.	PROJECT	COUNTY	PNTIC #
I 70	I 70-3 (51)	Marion	66-3454-0

Names on Plans Eugene V. Bonecutter, Guardian of Theresa M. Eberwine

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 26th day of May, 1966, 8 A.M.

Theresa Eberwein, also known as Theresa M. Eberwine.

R.R.1, Sheridan, Indiana.

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 4 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.

Warranty Deed from

The Record Owner or Owners disclosed above acquired title by **Maude M. Gleckner, unmarried and of legal age and Leonard W. Gleckner and Gertrude W. Gleckner, his wife, dated May 31, 1948 and recorded June 14, 1948 in Deed Record 1303 Inst. #34400. No USR.**

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 19 65 payable 19 66 in name of Theresa Eberwein
Duplicate # 6025966 Parcel # 1021251 Township I-Center Code # 1-01
May \$ 67.59 (~~paid~~) (unpaid); November \$ 67.59 (~~paid~~) (unpaid)
Taxes for 19 66 payable 19 67 now a lien.
Assessed Valuation
Land \$330.00 Improvements \$1,090.00 Exemptions None.

6. Conveyance should be made in accordance with proper proceedings in the Probate Court. Guardian's Docket G61-95. February 9, 1962, Probate Court approved sale of subject real estate by guardian under conditional sales contract.
7. Rights of A. B. Bush by virtue of unrecorded conditional sales contract referred to order entered February 9, 1962, in the Probate Court, Guardian's Docket G61-96.
8. Pioneer National Title Insurance Company, Union Title Division, made a judgement search verses A. B. Bush and Charlotte Bush, jointly and not individually and found none.

155 E. Market

GUARANTY OF TITLE

72

Pioneer National Title Insurance Company
Union Title Division

S.R.	PROJECT	COUNTY	PNTIC #
I 70	I 70-3 (51)	Marion	66-3454-0

Names on Plans Eugene V. Bonecutter, Guardian of Theresa M. Eberwine

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 26th day of May, 1966, 8 A.M.

Theresa Eberwein, also known as Theresa M. Eberwine.

R.R.1, Sheridan, Indiana.

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 4 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 **Maude M. Gleckner, unmarried and of legal age and Leonard W. Gleckner and Gertrude W. Gleckner, his wife, dated May 31, 1948 and recorded June 14, 1948 in Deed Record 1303 Inst. #34400. No USR.**

SCHEDULE "B"

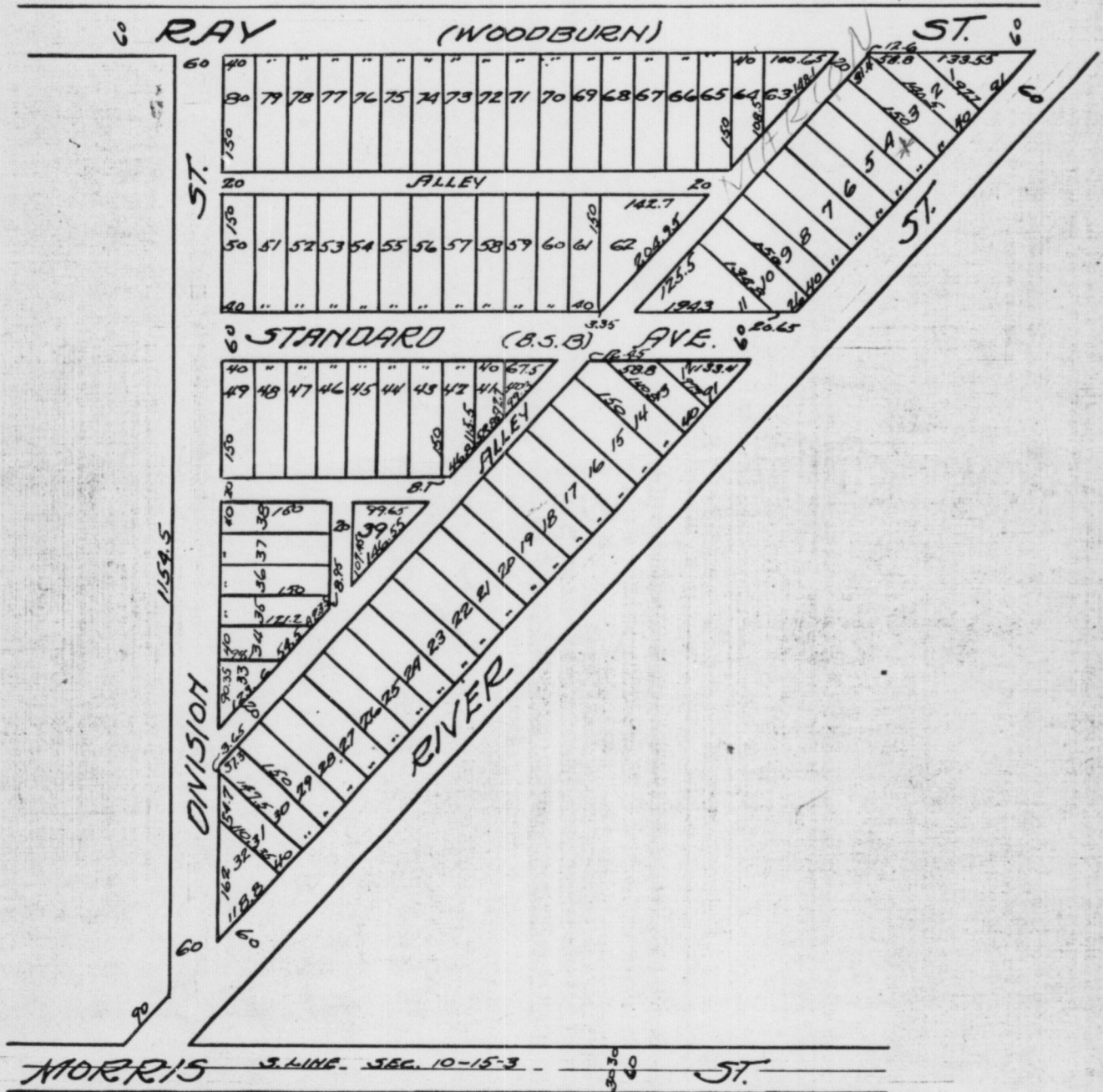
This certificate is a guarantee of Record Ownership only and as such does not purport to cover nor disclose:

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 Theresa Eberwein
Duplicate # 6025966 Parcel # 1021251 Township I-Center Code # 1-01
May \$ 67.59 (~~paid~~) (unpaid); November \$ 67.59 (~~paid~~) (unpaid)
Taxes for 1966 payable 1967 now a lien.
Assessed Valuation
Land \$330.00 Improvements \$1,090.00 Exemptions None.

6. Conveyance should be made in accordance with proper proceedings in the Probate Court. Guardian's Docket G61-95. February 9, 1962, Probate Court approved sale of subject real estate by guardian under conditional sales contract.
7. Rights of A. B. Bush by virtue of unrecorded conditional sales contract referred to order entered February 9, 1962, in the Probate Court, Guardian's Docket G61-96.



BYBEE & PRATT'S 1ST WEST SIDE ADD.
P.B. 8 - P. 200

PRELIMINARY TITLE INSURANCE CERTIFICATE

Pioneer National Title Insurance Company

Union Title Division

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

Owners Policy No. 66-2169-0

Amount \$ 3,000.00

Mortgage Policy No. _____

Amount \$ _____

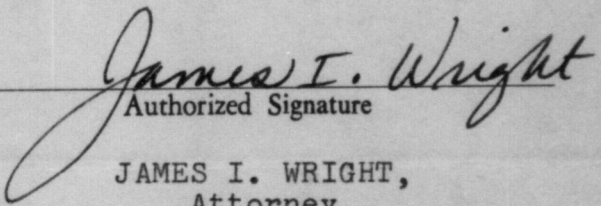
Pioneer National Title Insurance Company, in consideration of the payment of its premiums, hereby certifies that the title to the premises hereinafter described has been examined and approved by it, and that a good title thereto in fee, clear of all encumbrances and defects except as hereinafter noted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

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

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

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

Dated as of February 14, 1966, 8 A.M.


Authorized Signature

JAMES I. WRIGHT,
Attorney

Name of party or parties in whom title is vested:
XX

INSURABLE TITLE MAY BE CONVEYED BY EUGENE V. BONECUTTER,
GUARDIAN OF THERESSA M. EBERWEIN, INCOMPETENT

Description of Premises:
State of Indiana, County of Marion:

Lot 4 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.

SCHEDULE B

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

1. Rights or claims of parties in possession not shown of record.
2. Encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements and claims of easement not shown of record.
4. Mechanic's or materialmen's liens, or other statutory liens for labor or material not shown of record.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Taxes for 1964 payable 1965 in name of Theresa Eberwein
Duplicate #270293, Code #1-01,
Township: I-Center, Parcel #21251;
May \$66.21 paid; November \$66.21 paid;
Assessed Valuation: Land \$330.00, Improvements \$1,090.00,
Exemptions None.
Taxes for 1965 payable 1966 in name of same.
7. Conveyance should be made in accordance with proper proceedings in the Probate Court. Guardian's Docket G61-95. February 9, 1962, Probate Court approved sale of subject real estate by guardian under conditional sales contract.
8. Rights of A. B. Bush by virtue of unrecorded conditional sales contract referred to order entered February 9, 1962, in the Probate Court, Guardian's Docket G61-96.
9. Certificate of Old Age Assistance #235 in name of Theresa M. Eberwein c/o Eugene V. Bonecutter, legal guardian, dated May 23, 1961, filed May 24, 1961, application #A, code #49, Serial #30933.

NOTE: Zoned U-1; H-1; A-3.

CONDITIONAL SALES CONTRACT

THIS AGREEMENT made and entered into by and between Eugene V. Bonecutter,
Guardian of Theressa M. Eberwine

hereinafter referred to as the seller, and A. B. Bush

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 Marlon, State of Indiana, known as 1005-07
Marion Avenue, Indianapolis, Indiana and more particularly described as follows, to-wit:

Lot No. 4 in Bybee and
Pratt's First Westside
Addition to the City of
Indianapolis.

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

As purchase price of said described real estate, said buyer hereby covenants and agrees to pay to seller the sum of Three Thousand Nine Hundred Fifty & NO/100-- Dollars (\$ 3,950.00) 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 Three Hundred and No/100-- Dollars (\$ 300.00) 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 Thirty-six and 50/100-- Dollars (\$ 36.50) 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 25th day of February, 1962, at Indianapolis, Indiana

in the city of Indianapolis, Indiana, or at such other place as seller shall designate, from time to time, in writing, and like payments shall be made on or before the same day of each succeeding month.

It is understood and agreed that the deferred payments on the balance of said purchase price shall bear interest at the rate of seven per cent (7%) per annum, same to be computed semi-annually in advance on January 1 and July 1 upon the sum unpaid at the beginning of such six months period. The amount so found due as interest charge each six months as hereinbefore mentioned shall be deducted from the amount of aggregate monthly payments made during the preceding six months period and the balance remaining of such monthly payments shall then be credited on principal still due.

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

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

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

Abstract (was) (was not) continued to date by seller at time of execution of this instrument.

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

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

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

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

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

That if any taxes, assessments or insurance premium be not paid when due, or if any installment of the purchase price or interest thereon, shall become delinquent for a period of Thirty (30) days, or if the buyer shall fail to observe or perform any other conditions or terms of this agreement, the seller may at his option cancel this agreement, take immediate possession of said real estate and remove the buyer or any other person therefrom without any notice or demand whatsoever, the necessity 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 excepted in this agreement contained.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 5th day of February 1962

Eugene V. Bonecutter (Seal)
Eugene V. Bonecutter, Guardian
of Theressa M. Eberwine (Seal)

A. B. Bush (Seal)