

C no fee

DULY ENTERED FOR TAXATION

66 45154

AUG 3 1 1966

PROJECT 1-70-3(52)
CODE 0536
PARCEL 83

STATE OF INDIANA)
COUNTY OF MARION)

SS:

John T. Sutton
COUNTY AUDITOR

✓

ADMINISTRATOR'S DEED

Louis Garshwiler, as Administrator of the Estate of Effie Leota Garshwiler, deceased, by order of the Probate Court of Marion County, Indiana, entered in Order Book 736 on the records of said court, on page _____, for and in consideration of the sum of \$4,400.00, conveys to STATE OF INDIANA the following described real estate located in Marion County, Indiana:

Lot Numbered Seventy-eight (78) in McCarty's Subdivision of the West part of Out Lot 120 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 7, page 74, in the office of the Recorder of Marion County, Indiana.

RECEIVED FOR RECORD
1966 AUG 31 AM 9:47
MARCIA M. HAWTHORNE
RECORDER OF MARION COUNTY

IN WITNESS WHEREOF, said Louis Garshwiler, Administrator of the Estate of Effie Leota Garshwiler, deceased, has hereunto set his hand and seal this 13 day of June, 1966.



Louis Garshwiler, Adm'r (Seal)
Louis Garshwiler
Administrator of the Estate of Effie Leota Garshwiler, deceased.

STATE OF INDIANA)
COUNTY OF MARION)

SS:

Paid by Warrant No. A-113379
Dated 8-15-1966

Before me, a Notary Public in and for said County and State, personally appeared Louis Garshwiler, Administrator of the Estate of Effie Leota Garshwiler, deceased, who acknowledged the execution of the foregoing Administrator's Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 13 day of June, 1966.

W.H.B.
6-17-66

William A. Freihofen
Notary Public

My Commission Expires:

September 15, 1966

EXAMINED AND APPROVED
IN OPEN COURT

Victor S. Plauer
6/13/66

This instrument was prepared by William A. Freihofen, Notary Public, Recorder of the Probate Court of Marion County, Indiana.

66 45154

W.H.B.
JUL 23 1966

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE
INDIANAPOLIS, INDIANA

August 23, 19 66

To Louis Garshwiler, Administrator of the estate of
Effie Leota Garshwiler, Deceased
% William A. Freihofer, Attorney
3740 North Keystone
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-113379 8-15-1966
in settlement of the following vouchers: Transmittal 67-55

DESCRIPTION	AMOUNT	
Purchase <i>For the purchase of Right of Way on State Road</i> No. <u>I-70</u> in <u>Marion</u> County <u>I</u> Project <u>70-3</u> Section <u>(52)</u> as per Grant dated <u>June 13, 1966</u> Parcel #83	\$4,000	00

PLEASE RECEIPT AND RETURN

Received Payment Louis Garshwiler, Adm. of Effie
Date August 29, 1966 Garshwiler

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



August 23, 1966

To Louis Garshwiler, Administrator of the estate of
 Effie Leota Garshwiler, deceased
 % William A. Freihofer, Attorney
 3740 North Keystone
 Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-113380 8-15-1966
 in settlement of the following vouchers: Transmittal 67-55

DESCRIPTION	AMOUNT	
Purchase		
<i>For the purchase of Right of Way on State Road</i>		
No. <u>I-70</u> in <u>Marion</u>		
County <u>I</u> Project <u>70-3</u>		
Section <u>(52)</u> as per Grant dated		
<u>June 13, 1966</u>		
Parcel #83		
Escrow	\$400	00

PLEASE RECEIPT AND RETURN

Received Payment: Louis Garshwiler by William A
 Date: Freihofer, Attorney for Estate
September 9, 1966

Control

APPRAISAL REVIEW FORM

Division of Land Acquisition
Indiana State Highway Commission

Project I-70-3(52)
Parcel No. 83
Road I-70
County Marion
Owner Harvey Garshviler et al
Address 3645 Du Barry
Address of Appraised Property:
1022 S. Senate Ave.

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

- 1. I have personally checked all comparables and concur in the determinations made. Yes
- 2. Planning and Detail Maps were supplied appraisers. Adv. Acq.
- 3. The three approaches required (Income, Market Data, and Cost Replacement) were considered. Yes
- 4. Necessary photos are enclosed. Yes
- 5. The appraisal is fully documented and supported as required by the State Highway Commission and the requirements of P.P.M. 21-4.1 of the Federal Bureau of Roads. Yes
- 6. Plats drawn by the appraisers are attached. Yes
- 7. I have personally inspected the Plans. Adv. Acq.
- 8. I have personally inspected the site and familiarized myself with the parcel on... March 15, 1966
- 9. The computations of this parcel have been checked and reviewed. Yes
- 10. The appraiser has complied with the Indiana State Highway Commission instructional outline and/or good appraisal practices. Yes

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

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

It is my opinion as of March 15, 1966 :
(Date)

Estimate of Appraisers:

	By: <u>Day</u>	By:	Approved By Reviewer
(a) The fair market value of the entire property before the taking is:	\$4,400	\$	\$4,400
(b) The fair market value of the property after the taking, assuming the completion of the improvement is:	\$ - 0 -	\$	\$ - 0 -
The Total Value of Taking Is: (a minus b) TOTAL	\$4,400	\$	\$4,400
(1) Land and/or improvements	\$4,400	\$	\$4,400
(2) Damages	\$ - 0 -	\$	\$ - 0 -
(3) Less non-compensable items	\$ - 0 -	\$	\$ - 0 -
(4) Estimated Total Compensation	\$4,400	\$	\$4,400

Approved	Date	Signed
Rev. Appr.	3-15-66	<u>Phillip H. York</u>
Asst. or Chief Appr.	3-22-66	<u>James L. Pahl</u>
	3/24/66	<u>J. E. Gallagher</u>

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

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I70-3(52)

BUYER'S REPORT NUMBER: _____ COUNTY MARION PARCEL NO. 83

NAME & ADDRESS OF OWNER LEOTA GARNHWILER ESTATE THRU THE ESTATE

ATTY WILLIAM FRIZHOFFER 3740 NO KEVSTON RD PHONE # 923-1593

NAME & ADDRESS OF PERSON CONTACTED ATTORNEY FRIZHOFFER

PHONE # _____

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

DATE ASSIGNED 3-25-66 DATE OF CONTACT 5-6-66

OFFER \$ 4400⁰⁰ TIME OF CONTACT 10:30 AM

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

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

REMARKS: #1 CERT - LAWYERS TITLE WILL SEND CLEARANCE ON CONFLICTING
#7 LEFT COPY TAX MEMO WITH THE ABOVE - (ATTACHED SHEET)

ASKED THAT 66AYB TAX REC BE FURNISHED

MET WITH MR FRIZHOFFER - LEFT ALL PAPERS. TIME FOR FURTHER CONSIDERATION

6-17-66 RECEIVED BALANCE OF PAPERS FROM ATTY TODAY.

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

Distribution Made

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

Chadwick Hall
(Signature)



OWNER'S POLICY OF TITLE INSURANCE

Case No. 7079

Lawyers Title Insurance Corporation

HOME OFFICE - RICHMOND, VIRGINIA

No W937-010

Lawyers Title Insurance Corporation, a Virginia corporation, herein called the Company, for a valuable consideration paid for this Policy, **Hereby Insures** those designated in Schedule A as, and hereinafter called, the Insured, the heirs, devisees, personal representatives of such Insured, or, if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule A, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or

unmarketability of such title; or

lack of a right of access to and from the land;

all subject, however, to the provisions of Schedules A and B and to the Conditions and Stipulations hereto annexed; all as of the effective date shown in Schedule A of this Policy.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed and sealed, to be valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Issued at: Indianapolis, Indiana

Countersigned by:

Burchard Wood
Authorized Officer or Agent



Lawyers Title Insurance Corporation

George V. Scott President.

Attest: *J. Amaggy Lyne* Secretary.

SCHEDULE A

AMOUNT

\$ 4,400.00

EFFECTIVE DATE

September 1, 1966
at 8:00 O'clock A.M.

NAME OF INSURED

STATE OF INDIANA

1. The estate or interest in the land described or referred to in this Schedule covered by this Policy is:
Fee Simple
2. Title to the estate or interest covered by this Policy at the date hereof is vested in the Insured.
3. The land referred to in this Policy is described as follows:

Lot Numbered Seventy-eight (78) in McCarty's Subdivision of the West part of Out Lot 120 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 7, page 74, in the Office of the Recorder of Marion County, Indiana.

Conveyed to insured by Administrator's Deed from Louis Garshwiler, as Administrator of the Estate of Effie Leota Garshwiler, deceased, by order of the Probate Court of Marion County, Indiana, entered in Order Book 736, dated June 13, 1966 and recorded August 31, 1966 as Instrument No. 66-45154, in the Office of the Recorder of Marion County, Indiana.

SCHEDULE B

This Policy does not insure against loss or damage by reason of the following:

~~XXXXX The dower, curtesy, homestead, community property, or other statutory marital rights of the spouse of the insured. XXXXX~~

1. No liability is assumed for possible unfiled mechanics' and materialmen's liens.
2. Taxes for the year 1966 due and payable in May and November 1967 and taxes for all subsequent years. (Note: Insured property in 1965 was assessed in the name of J. Harvey & Effie Leota Garshwiler, Parcel No. 1069724, Duplicate No. 6031560, Code No. 101, Indianapolis, Center Township. Assessed valuation: Land \$280.00; Improvements \$810.00; Exemptions None.)
3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, or any matters not of record which would be disclosed by an accurate survey and inspection of the premises.



CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean: (a) "land": the land described, specifically or by reference, in Schedule A and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land; (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the insured by reason of any public records; and (d) "date": the effective date.

2. Exclusions from the Coverage of this Policy

This policy does not insure against loss or damage by reason of the following: (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership now or hereafter in the dimensions or area of any lot or parcel of land.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof. (c) Title to any property beyond the lines of the land expressly described or referred to in Schedule A, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways (except to the extent the right of access to and from said land is covered by the insuring provisions of this policy, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvements, unless this policy specifically provides that such titles, rights or easements are insured.

(d) Defects, liens, encumbrances, adverse claims against the title as insured, or interest which is adverse to the title as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy or in the event the title is rejected as unmarketable by one who has leased or has contracted to purchase, lease or lend money on the land described in Schedule A hereof, the insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleading or if the insured shall not in writing, promptly notify the Company of any such rejection against which shall come to the knowledge of the insured, or if the insured shall not, in writing, promptly notify the Company of any such rejection or reason of claimed unmarketability of the title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(e) Loss or damage which would not have been sustained if the insured were a purchaser for value without knowledge. (f) Loss or damage which would not have been sustained if the insured were a purchaser for value without knowledge.

3. Defense and Prosecution of Actions—Notice of Claim to be Given by the Insured.

(a) The Company, at its own cost and without undue delay, shall provide for the defense of the insured in all litigation consisting of actions or proceedings commenced against the insured, or defenses interposed against a sale of the estate in said land which litigation is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue such litigation to final determination in the court of last resort. (b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the insured of any claim of title or interest which is adverse to the title as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy or in the event the title is rejected as unmarketable by one who has leased or has contracted to purchase, lease or lend money on the land described in Schedule A hereof, the insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleading or if the insured shall not in writing, promptly notify the Company of any such rejection against which shall come to the knowledge of the insured, or if the insured shall not, in writing, promptly notify the Company of any such rejection or reason of claimed unmarketability of the title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy. (d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the insured for such purpose. Whenever requested by the Company the insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the insured for any expense so incurred.

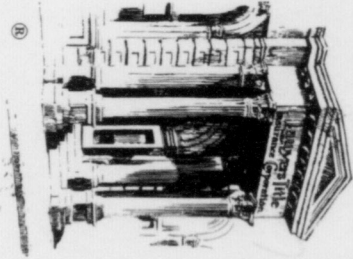
4. Notice of Loss—Limitation of Action

In addition to the notices required under paragraph 3(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinafore specified, shall be a conclusive bar against maintenance by the insured of any action under this policy.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay or settle or compromise for or in the name of the insured any claim insured against or to pay the full amount of this policy and such payment or tender of payment, together with this Policy necessarily relates solely to the title prior to and including the date first above written. This Policy is not transferable to a subsequent purchaser but should be retained by insured for his protection against future loss under warranties or covenants of title. A Reissue Policy in favor of new purchaser should be obtained.

Policy of Title Insurance



Lawyers Title Insurance Corporation Home Office Richmond, Virginia

Lawyers Title Insurance Corporation

A word of thanks to our insured. As we make your policy a part of our permanent records, we want to express our appreciation of this evidence of your faith in Lawyers Title. This policy affords the finest title protection available and its coverage extends to you and your heirs forever—There is no recurring premium. We suggest you keep this policy in a safe place where it will be readily available for future reference.

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean: (a) "land": the land described, specifically or by reference, in Schedule A and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land; (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the insured by reason of any public records; and (d) "date": the effective date.

2. Exclusions from the Coverage of this Policy

This policy does not insure against loss or damage by reason of the following: (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership now or hereafter in the dimensions or area of any lot or parcel of land.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof. (c) Title to any property beyond the lines of the land expressly described or referred to in Schedule A, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways (except to the extent the right of access to and from said land is covered by the insuring provisions of this policy, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvements, unless this policy specifically provides that such titles, rights or easements are insured.

(d) Defects, liens, encumbrances, adverse claims against the title as insured, or interest which is adverse to the title as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy or in the event the title is rejected as unmarketable by one who has leased or has contracted to purchase, lease or lend money on the land described in Schedule A hereof, the insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleading or if the insured shall not in writing, promptly notify the Company of any such rejection against which shall come to the knowledge of the insured, or if the insured shall not, in writing, promptly notify the Company of any such rejection or reason of claimed unmarketability of the title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(e) Loss or damage which would not have been sustained if the insured were a purchaser for value without knowledge. (f) Loss or damage which would not have been sustained if the insured were a purchaser for value without knowledge.

3. Defense and Prosecution of Actions—Notice of Claim to be Given by the Insured.

(a) The Company, at its own cost and without undue delay, shall provide for the defense of the insured in all litigation consisting of actions or proceedings commenced against the insured, or defenses interposed against a sale of the estate in said land which litigation is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue such litigation to final determination in the court of last resort. (b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the insured of any claim of title or interest which is adverse to the title as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy or in the event the title is rejected as unmarketable by one who has leased or has contracted to purchase, lease or lend money on the land described in Schedule A hereof, the insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleading or if the insured shall not in writing, promptly notify the Company of any such rejection against which shall come to the knowledge of the insured, or if the insured shall not, in writing, promptly notify the Company of any such rejection or reason of claimed unmarketability of the title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy. (d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the insured for such purpose. Whenever requested by the Company the insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the insured for any expense so incurred.

4. Notice of Loss—Limitation of Action

In addition to the notices required under paragraph 3(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinafore specified, shall be a conclusive bar against maintenance by the insured of any action under this policy.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay or settle or compromise for or in the name of the insured any claim insured against or to pay the full amount of this policy and such payment or tender of payment, together with this Policy necessarily relates solely to the title prior to and including the date first above written. This Policy is not transferable to a subsequent purchaser but should be retained by insured for his protection against future loss under warranties or covenants of title. A Reissue Policy in favor of new purchaser should be obtained.

11. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its Home Office, 3800 Cushman Avenue, Richmond, Virginia.

10. Policy Entire Contract

Any action or actions or rights of action that the insured may have or may bring against the Company arising out of the status of the title insured herein must be based on the provisions of this policy.

9. Subrogation upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured, and it shall be subrogated to and be entitled to all rights and remedies which the insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of the insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the insured in any transaction or litigation involving such rights or remedies.

8. Coinsurance and Apportionment

(a) In the event that a partial loss occurs after the insured makes an improvement subsequent to the date of this policy, and only in that event, the insured becomes a co-insurer to the extent hereinafter set forth. If the cost of the improvement exceeds twenty per centum of the amount borne by the Company as one hundred percent of the amount of this policy, such proportion only of any partial loss established shall be of this policy, such proportion of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the Company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

(b) If the land described or referred to in Schedule A is divisible into separate and noncontiguous parcels, or if contiguous and such parcels are not used as one single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the face amount of this policy was divided pro rata as to the value on the date of this policy of each separate independent parcel to the whole, exclusive of any improvements made subsequent to the date of this policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

7. Liability Noncumulative

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage or deed of trust shown or referred to in Schedule B hereof or any mortgage or deed of trust hereafter executed by the insured or prior to the date of this policy and was not shown in Schedule B, which existed on the date of this policy and was not shown in Schedule B, apply to any loss arising out of a lien or encumbrance for a liquidated amount not exceeding ten per cent of the face of the policy.

Provided, however, that the foregoing coinsurance provisions shall not apply to any loss arising out of a lien or encumbrance for a liquidated amount not exceeding ten per cent of the face of the policy. If the cost of the improvement exceeds twenty per centum of the amount borne by the Company as one hundred percent of the amount of this policy, such proportion only of any partial loss established shall be of this policy, such proportion of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the Company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

6. Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the insured in litigation carried on by the Company for the insured, and all costs and attorneys' fees in litigation carried on by the insured with the written authorization of the Company. (c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the insured in settling any claim or suit without written consent of the Company; or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection. (d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance provided and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company. (e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

Lawyers Title Insurance Corporation

140 EAST WASHINGTON STREET

INDIANAPOLIS, IND. 46204

MELROSE 8-6401

October 12, 1966

Mr. Chad Hall
Land Acquisition Division
Room 1105
Indiana State Office Bldg.

In Re: LTIC # 71079
State of Indiana

Gentlemen:

We enclose the following:

Binder #
Abstract
Statement
Restrictions
Policy Request Forms
Attorney's Examination Form

X Policy #W937-010
Recorded Deed
Recorded Mortgage
Statement
Notes

Policy can issue only after compliance with requirements and recording of proper instruments and is not in force until the premium is paid.

TITLE INSURANCE DEPARTMENT

STATE OF INDIANA) SS:
COUNTY OF MARION)

Isaac Aroesti Morris, under oath says that he is one and the same person, as Isaac Aroestic and Ike Morris and that under these names has acquired title to Lot 47, McCarty's East Sub. Out Lot 120,

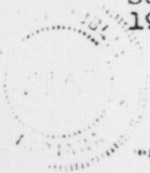
Four feet (4)' North side of lot 21.
Twenty-two feet (22)' eight inches (8) south side lot
Twenty-two (22)
Nineteen feet (19) four inches (4)' north side lot
Twenty-two (22), Six feet (6)' north of and adjoining
Lot twenty-two (22) in McCarty's Sub. Out-Lot 119.
Lot Eleven (11), J. Van Blaricums sub. Out-Lot 121,
Twenty-four feet (24) north of Six feet (6)' south side
lot seven (7), Van Blaricums sub. out-lot 121.
Twenty-four feet (24)' West of 24 feet east and lot 21
and twenty-four feet (24)' west of 24 feet east and lot
22 in Noble Heirs sub. Out-lot 45 etc.

This affidavit is for the purpose of inducing the Auditor of Marion County, Indiana to put lot eleven (11), and 24 feet north of six feet (6)' feet south side of lot seven (7) Van-Blaricums sub, out-lot 121 and also lot 47, McCertys sub. out-lot 120 in name of Isaac Aroesti Morris and Annie Morris for taxation.

Also parts of lots 21 and 22 Noble Heirs sub. Out-lot 45 etc. and parts of lot 22 and six feet (6)' north of and adj. lot 22, McCertys sub. Out-lot 119, in the name Isaac Aroesti Morris for taxation.

Signed Isaac Aroesti Morris

Subscribed and sworn to before me this 23rd day of October 1947.



My commission expires Dec. 30, 1949

OCT 23 1947

M. J. Thompson
Notary Public
M. J. Thompson

RECORDED AT 3:55 P. M.
MARION COUNTY, INDIANA

OCT 23 1947

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I 70-3 (52)

1.

Abstract of Title from August 1, 1965 to June 23, 1966, 8:00 A.M., inclusive, to Lot Numbered Seventy-eight (78) in McCarty's Subdivision of the West Part of Out Lot 120 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 7 page 74, in the office of the Recorder of Marion County, Indiana.

INDIANAPOLIS, INDIANA

Prepared for: INDIANA STATE HIGHWAY.

CONVEYANCES

PROBATE COURT OF MARION COUNTY

Estate Docket
E 65 page 524

In the Matter of the Estate of
Effie Leota Garshwiler, deceased.

Sale of
Real Estate

2.

April 23, 1965, Verified Inventory and appraisal filed appraising Caption real estate in the amount of \$3750.00.

June 2, 1966, Administrator's Verified Petition for Authority to Sell Real Estate.

Louis Garshwiler, as Administrator of the estate of Effie Leota Garshwiler, deceased, respectfully petitions and shows this court that:

1. Decedent herein died the owner in fee simple of the following described real estate located in Marion County, Indiana:

Lot Numbered Seventy-eight (78) in McCarty's Subdivision of the West part of Out Lot 120 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 7 page 74, in the office of the Recorder of Marion County, Indiana.

2. The appraised value of said real estate as shown by the appraisement in the inventory heretofore filed herein is the sum of \$3,750.00.

3. All of the heirs at law of said decedent are Hubert Garshwiler, Francis Garshwiler, Harry Garshwiler and Louis Garshwiler, and each of said heirs has consented to sale of the real estate and waived notice of a hearing in this court upon this petition.

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Lawyers Title Insurance Corporation

4. It is necessary for the Administrator to sell said real estate for the payment of expenses of administration and for making distribution of the estate. The Administrator believes that a sale of such real estate is in the best interest of the estate.

5. Said Administrator requests that this court authorize him to sell said real estate at private sale, without notice, for cash in an amount not less than \$3,750.00 less taxes and other customary expenses of sale.

Wherefore, said Administrator prays that the court enter an order authorizing the Administrator to sell said real estate at private sale, without notice, for cash in an amount not less than \$3,750.00 less taxes and customary expenses of sale and that said order waive a notice to heirs and a hearing upon this petition, and that said Administrator be granted all other proper relief.

Louis Garshwiler, Administrator
of the Estate of Effie Leota
Garshwiler, deceased.

STATE OF INDIANA)
COUNTY OF MARION) SS:

AFFIDAVIT

Louis Garshwiler, being first duly sworn, deposes and says that:

1. He is the duly appointed and acting Administrator of the estate of Effie Leota Garshwiler, deceased.
2. He has read the foregoing Administrator's Verified Petition for Authority to Sell Real Estate and the facts stated therein are true and correct.
3. Further Affiant saith not.

Louis Garshwiler

Subscribed and sworn to before me, this 1 day of June, 1966.

William A. Friehofer (LS)
Notary Public

My Commission Expires:
September 15, 1966.

June 2, 1966, Louis Garshwiler, Francis Garshwiler, Hubert Garshwiler and Harry Garshwiler, file waivers and consent to said sale.

June 2, 1966, Order Authorizing Private Sale of Real Estate.

Comes now Louis Garshwiler, as Administrator of the estate of Effie Leota Garshwiler, deceased, and submits

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his verified petition seeking authority to sell real estate described hereinafter in the County of Marion, in the State of Indiana, which petition is in the following words and figures.

(H.I.)

And it appearing that Harry Garshwiler, Louis Garshwiler, Hubert Garshwiler and Francis Garshwiler are the heirs at law of said decedent and that each of said persons has waived notice and hearing and has consented to the sale petitioned for; which waivers and consents are in the following words and figures.

(H.I.)

The court finds that no objections have been filed to said petition and that the same is now properly before the court for action thereon and the court finds that the relief prayed for in said petition should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that Louis Garshwiler, as Administrator of the estate of Effie Leota Garshwiler, deceased, be, and he hereby is, authorized and directed to sell the parcel of real estate commonly described as 1022 South Senate Avenue, in the City of Indianapolis, Indiana, more particularly described as

Lot Numbered Seventy-eight (78) in McCarty's Sub-division of the West part of Out Lot 120 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 7 page 74, in the office of the Recorder of Marion County, Indiana,

for a total consideration of not less than \$3,750.00 cash, being the appraised value thereof, at private sale, and without notice.

It is further ordered that said Administrator be authorized to pay real estate taxes and customary sellers expenses in connection with said sale.

It is further ordered that said Administrator make due report of his activities in this behalf.

Order Book 735 page 315.

June 13, 1966, Administrator's Report of Private Sale of Real Estate.

Louis Garshwiler, as Administrator of the Estate of Effie Leota Garshwiler, deceased, respectfully petitions and shows this court that:

1. Pursuant to the order of this court dated June 2, 1966, authorizing him to sell the real estate in Marion County, in the State of Indiana, commonly known as 1022 South Senate Avenue, Indianapolis, Indiana, and more particularly described as follows:

Lot Numbered Seventy-eight (78) in McCarty's Sub-division of the West part of Out Lot 120 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 7, page 74, in the office of the Recorder of Marion County, Indiana,

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he did, in compliance with said order, sell said real estate at private sale to State of Indiana, for the sum of \$4,400.00 cash, said sum being more than the appraised value of said real estate, and said purchaser being the offerors of the highest sum for said real estate.

2. He did not directly or indirectly acquire any beneficial interest in said real estate.

3. The purchaser, State of Indiana, has requested that this Administrator close the transaction and the Administrator believes that a voucher for payment of the purchase price will be processed by State of Indiana and paid within approximately sixty days of the date of the conveyance of the real estate to said purchaser. Said real estate is believed to be within the pathway of Interstate Highway number - and is being acquired by said buyer to accommodate the construction of said highway.

4. His bond heretofore filed herein is adequate to cover the proceeds of said sale.

5. He submits herewith for approval his proposed deed to said purchaser.

Wherefore, said Administrator submits this Administrator's Report of Private Sale of Real Estate and prays that said sale and this report may be approved and confirmed.

Louis Garshwiler
Administrator of the Estate of
Effie Leota Garshwiler, deceased.

STATE OF INDIANA)
COUNTY OF MARION) SS:

AFFIDAVIT

Louis Garshwiler, being first duly sworn, deposes and says that:

1. He is the duly qualified and acting Administrator of the Estate of Effie Leota Garshwiler, deceased.

2. He has read the foregoing Administrator's Report of Private Sale of Real Estate and the facts stated therein are true and correct.

3. Further Affiant saith not.

Louis Garshwiler

Subscribed and sworn to before me this 13 day of June, 1966.

William A. Freihofer (LS)
Notary Public

My Commission Expires:
September 15, 1966.

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June 13, 1966, Order Approving Reporting of Private Sale of Real Estate.

Comes now Louis Garshwiler, as Administrator of the Estate of Effie Leota Garshwiler, deceased, and files his verified report of sale of the following described real estate in the County of Marion, in the State of Indiana:

Lot Numbered Seventy-eight (78) in McCarty's Sub-division of the West part of Out Lot 120 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 7, page 74, in the office of the Recorder of Marion County, Indiana,

which report of sale is in the following words and figures, (H.I.)

And the court, having examined said report, finds that the sale of said real estate has been at the price and terms most advantageous to the estate and was in all respects made in conformity with law and ought to be confirmed; and the court further finds that the Administrator has heretofore furnished a bond in the amount of \$5,000.00 and said bond is adequate to cover the proceeds of said sale.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that the report of sale of said Administrator of said real estate be, and the same is, in all things approved and that the proposed Administrator's Deed submitted with said report of sale conveying said real estate to State of Indiana, the purchaser thereof, be, and the same hereby is, approved.

Order Book 736 page 497.

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Inst. No.
66-25115
May 13, 1966
Recorded
May 19, 1966

Louis Garshwiler

Affidavit

Affiant Says, That:

1. He is the son of J. Harvey Garshwiler and Effie Leota Garshwiler, who were, as husband and wife, grantees in a certain deed dated April 10, 1946, and recorded in Deed Record 1211, page 440, in the office of the Recorder of Marion County, Indiana, wherein said grantees acquired title to the following described real estate located in Marion County, Indiana:

Lot Numbered Seventy-eight (78) in McCarty's Sub-division of the West part of Out Lot 120 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 7, page 74, in the office of the Recorder of Marion County, Indiana.

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2. Said J. Harvey Garshwiler died intestate in Marion County, Indiana, on April 20, 1949. The marriage between said decedent and Effie Leota Garshwiler existed continuously from the date of said deed until the date of his death.

3. Said J. Harvey Garshwiler did not own assets at the date of his death, including jointly owned property and the proceeds of life insurance, of a value of \$60,000.00 and his death did not, therefore, cause imposition of Federal Estate Tax.

4. Said Effie Leota Garshwiler died intestate in Marion County, Indiana, on April 1, 1965, and Affiant herein was appointed Administrator of her Estate by order of the Probate Court of Marion County, Indiana, on April 2, 1965. Said Estate is now pending in said court as Estate Docket 65-524.

5. Affiant, as the son of said decedent and Administrator of her estate, has personal knowledge concerning the affairs of said estate and knows that the assets thereof will be considerably less than \$15,000.00, including jointly owned property and the proceeds of life insurance, as a result of which said estate will not be subject to Federal Estate Tax.

6. Further Affiant saith not.

Louis Garshwiler

Instrument discloses name of person preparing same.

INDIANAPOLIS, INDIANA
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4. WE FIND NO FURTHER CONVEYANCES

ENCUMBRANCES

MORTGAGES

5. None found unsatisfied of record filed within the period of this search.

FINANCING STATEMENTS

6. None found unsatisfied of record filed within the period of this search.

MECHANICS' LIENS

7. None found unsatisfied of record filed within the period of this search.

OLD AGE ASSISTANCE LIENS

8. 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.

We find None.

SEARCH IN THE JUVENILE COURT OF MARION COUNTY, INDIANA

9. Individual Search has been made in the Juvenile Court of Marion County, Indiana, as to the persons named under the heading of Judgments, and for the period so specified under such search for unsatisfied judgments rendered in Paternity and Heirship proceedings.

We find None.

JUDGMENTS

10. Search is made and strictly limited, for judgments which may have been entered against the following parties solely under the names as herein written, and not otherwise, and the General Certificate hereto appended is accordingly limited.

Louis Garshwiler,
Harry Garshwiler,
Hubert Garshwiler,
Francis Garshwiler, from August 1, 1965 to date.

None found unsatisfied.

ASSESSMENTS

11. None found unsatisfied of record which became a lien within the period of this search.

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TAXES

12. Taxes for the year 1964 and prior years: Paid in full.

13. Taxes for the year 1965 assessed in the names of J. Harvey and Effie Leota Garshwiler.

ASSESSED VALUATION:

Land	\$ 280.00
Improvements	\$ 810.00
Exemption	-----
Net Valuation	\$1,090.00

Parcel No. 101-1069724.
General Tax Duplicate No. 6031560.
Indianapolis, Center Township,

are due and payable the first Monday in May and November, 1966.

May installment	\$51.88 Paid.
November installment	\$51.88 Unpaid.

14. Taxes for the year 1966 became a lien March 1st and are due and payable in May and November, 1967.

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CERTIFICATE

15. The undersigned, LAWYERS TITLE INSURANCE CORPORATION, hereby certifies, guarantees, and warrants to whoever relies upon this certificate, including present and all future persons in interest and this certificate runs with the real estate described in caption hereof, that the foregoing, within the limits of the period of search herein specified, is an ABSTRACT OF THE TITLE to and unsatisfied encumbrances upon, the real estate described in the caption hereof, and that all instruments abstracted herein appear regular in form, execution and acknowledgment unless otherwise indicated.

And it is further certified that SPECIAL SEARCHES were made as follows:

I. IN THE OFFICE OF THE RECORDER OF MARION COUNTY, search made for deeds, affidavits, miscellaneous instruments affecting the title, unsatisfied mortgages, mechanics' liens, Federal Tax Liens, and Old Age Assistance Liens.

II. IN THE OFFICE OF THE AUDITOR OF MARION COUNTY, search made in the general index to tax sales as the same is now entered up, for unsatisfied or unredeemed tax sales.

III. IN THE OFFICE OF THE TREASURER OF MARION COUNTY, search made in the current tax duplicates for unpaid taxes, assessed against the real estate for which this examination is prepared; search is also made in the assessment duplicates for unpaid Ditch assessments and Municipal improvement assessments, as the same now appear in the hands of the Treasurer for collection, which are a lien upon the real estate for which this examination is prepared. No search is made for unpaid assessments in any City or Town other than the City of Indianapolis.

IV. IN THE OFFICE OF THE CLERK OF THE MARION CIRCUIT COURT, search made in the Lis Pendens records of complaint and attachments, the will records and estate and guardianship dockets, and the general judgment dockets of the Marion Circuit Court, of the Superior Courts of Marion County, of the Probate Court of Marion County, of the Criminal Court of Marion County, of the Juvenile Court of Marion County, and of the Civil Municipal Courts of Marion County, including Replevin Bail, Recognizance Bonds and Transcripts of Judgments of United States Courts, as said records and dockets are now indexed.

V. From the searches as above enumerated, we find no further conveyances nor unsatisfied encumbrances, as indexed, or entered up, within the period herein certified, against the real estate described in the caption hereto, except those which may be herein shown.

The period of search covered by this certificate is

from August 1, 1965 to and including
June 23, 1966, 8:00 A.M.

and covers Paragraphs No. 1 to 15
both inclusive, and Sheets No. 1
to 9 both inclusive.

LAWYERS TITLE INSURANCE CORPORATION
L. M. BROWN DIVISION

By

M. R. Sullivan



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Lawyers Title Insurance Corporation

Abstracts - Escrows - Title Insurance

140 EAST WASHINGTON STREET PHONE 638-640 INDIANAPOLIS, INDIANA 46204

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In The UNITED STATES DISTRICT COURT

SEARCH FOR
BANKRUPTCIES

At the Request of

INDIANA STATE HIGHWAY

the following certificate is prepared and furnished covering a search for Bankruptcies in the United States District Court of Indiana, held in Indianapolis, Terre Haute, South Bend, Fort Wayne, Evansville, Hammond, New Albany, and Lafayette.

The Undersigned Lawyers Title Insurance Corporation, with offices in Indianapolis, hereby certifies that there are no Bankruptcies, either voluntary or involuntary, of record, in any one of the above named eight divisions of the United States District Court for ten years last past, except such as may hereafter be set out against any one of the following named parties, under the spelling of the name as herein written, and not otherwise.

This certificate covers the Indianapolis Division down to and including June 23, 1966, 8AM
and all other Divisions of the State of Indiana down to and including June 16, 1966, 8AM

In The OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, search is also made for Internal Revenue Tax Liens as filed in the Office of the Recorder of Marion County, Indiana, from March 4, 1925, to date. See Internal Revenue Code Sections 3670-3671-3672, and Acts of General Assembly of the State of Indiana, Burns' 49-3221 et seq.

Louis Garshwiler

Harry Garshwiler

Hubert Garshwiler

Francis Garshwiler

LAWYERS TITLE INSURANCE CORPORATION

L. M. Brown Division

Dated June 23, 1966, 8 A.M.

By *M. L. Sullivan*

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Lawyers Title Insurance Corporation

Home Office - Richmond, Virginia

INTERIM TITLE INSURANCE BINDER

TO STATE OF INDIANA

Case No.

No. 71079

LAWYERS TITLE INSURANCE CORPORATION, herein called the Company, hereby insures:

at 8:00 o'clock A. M., vested in fee simple in July 23, 1965

HARRY GARSHWILER and HURBERT GARSHWILER, FRANCIS GARSHWILER and LOUIS GARSHWILER, heirs of EFFIE LEOTA GARSHWILER, deceased.

subject only to the defects, objections, liens and encumbrances, as shown in Schedule B hereof.

That upon compliance with and/or satisfaction of the requirements set forth under Section 1 of Schedule B of this Binder, and upon payment of its premium for title insurance, this Company will issue to you, as the insured, its policy of title insurance, on the usual form, in the sum of \$ Undetermined Fee, showing under Schedule B thereof only such exceptions as appear in Section 2, of Schedule B of this Binder and such liens, encumbrances or objections attaching to the title subsequent to the date hereof and prior to the issuance of the policy which are not satisfied and/or removed.

This Binder is delivered and accepted upon the understanding that you have no personal knowledge or intimation of any defect, objection, lien or encumbrance affecting said premises other than those shown under Schedule B hereof, and your failure to disclose any such personal information shall render this Binder and any policy issued based thereon, null and void as to such defect, objection, lien or encumbrance.

Nothing herein contained shall be construed as a guarantee against the consequences of the exercise and enforcement or attempted enforcement of governmental 'police power' over the property described herein.

This Company shall be liable under this Interim Title Insurance Binder only for actual loss or damage incurred by reliance upon the insuring provisions hereof.

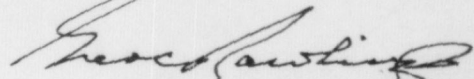
This Interim Title Insurance Binder is subject to the terms, provisions and Conditions and Stipulations of the form of policy applied for.

This Binder is preliminary to the issuance of the policy of title insurance and shall become null and void, unless policy is issued, and the premium therefor paid, within six (6) months from the date hereof, and shall not be binding until it shall have been countersigned by an authorized Officer or Agent of the Company.

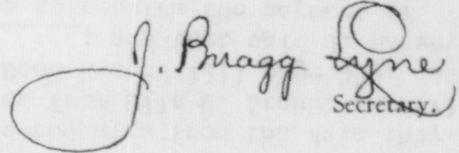
IN WITNESS WHEREOF, the Company has caused this binder to be executed pursuant to its by-laws at Indianapolis, Indiana on August 2, 1965.

Countersigned:

Lawyers Title Insurance Corporation



President



Secretary

Authorized Officer or Agent

Schedule A

Legal description of the land referred to in this Binder.

Lot Numbered Seventy-eight (78) in McCarty's Subdivision of the West part of Out Lot 120 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 7 page 74, in the office of the Recorder of Marion County, Indiana.

I-70-3(52)
Parcel # 83