

66-60632
WARRANTY DEED

Project 1-70-3(52)77
Code 0536
Parcel 62

Notice

This Indenture Witnesseth, That

HOLLIE A. SHIDELER & GEORGIA B. SHIDELER (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 FIVE HUNDRED (4,500) Dollars,

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

LOT NUMBERED 43 IN McCARTY'S SUBDIVISION OF THE EAST PART OF OUT LOT 120 IN THE CITY OF INDIANAPOLIS, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 2, PAGE 86, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

THIS CONVEYANCE IS FOR THE PURPOSES OF A LIMITED ACCESS FACILITY, AND THE GRANTOR ALSO CONVEYS AND EXTINGUISHES ALL RIGHTS OR EASEMENTS OF INGRESS OR EGRESS TO, FROM, OR ACROSS THE ABOVE DESCRIBED REAL ESTATE.



5.00

DULY ENTERED FOR TAXATION RECEIVED FOR RECORD

NOV 6 1966 NOV 30 AM 9:19

John T. Seltzer
MARCIA M. HAWTHORNE
RECORDER OF MARION COUNTY
COUNTY AUDITOR

Paid by Warrant No. A-125457

Dated 11-4 1966

A-125459
A-125458
A-125457

*W.H.B.
9-15-66*

Land and improvements \$ 4,500.00; Damages \$ None; Total consideration \$ 4,500.00

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 hand and seal, this 10th day of September 1966

..... Enoch Van Horn ENOCH VAN HORN (ADULT HUSBAND)	(Seal) Hollie A. Shideler HOLLIE A. SHIDELER (ADULT HUSBAND)	(Seal)
..... Effie Van Horn EFFIE VAN HORN (ADULT WIFE)	(Seal) Georgia B. Shideler GEORGIA B. SHIDELER (ADULT WIFE)	(Seal)

JHS

This Instrument Prepared by S.W. BURRE 9-9-66

66-60632

SEP 20 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 acknowledged 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 10th day of Sept, A. D. 1966; personally appeared the within named _____

Hattie A. Shedeler & Georgia B. Shedeler
Grantor S in the above conveyance, and acknowledged 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 Aug 7, 1968 Edwin F. Haskin Notary Public
EDWIN F. HASKIN

STATE OF INDIANA, Marion County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 12 day of Sept, A. D. 1966; personally appeared the within named _____

Enoch Law Horn & Effie Law Horn
Grantor S in the above conveyance, and acknowledged 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 Aug 7, 1968 Edwin F. Haskin Notary Public
EDWIN F. HASKIN

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 transaction, this _____ day of _____ **66 60632**, 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

DULLY ENTERED
Received for **BOOK EXAMINATION**

day of NOV 30, 1966

at John T. O'Gorman, m, and

Recorded in Book 60632 Page _____

Recorder _____ County _____

Endorsed NOT TAXABLE this _____

day of _____, 19____

Auditor _____ County _____

(31)

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

November 18, 1966 19

To Enoch Van Horn and
Effie Van Horn
Hollie A. Shideler and
Georgia B. Shideler
2944 Washington Blvd.
Indianapolis, Indiana

GENTLEMEN: We enclose State Warrant No. A-125457 11-4-66 19

in settlement of the following vouchers: Transmittal #67-127

Description	Amount
For <u>Purchase</u> on State Road No. <u>I-70</u> in <u>Marion</u> County, Project <u>I-70-3(52)</u> Parcel No. <u>#62</u> as per Grant/Warranty Deed, Dated <u>September 10, 1966</u>	\$ 4002.40

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By Hollie A. Shideler

Date _____

To Prof man (trans) 10-6-66

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 — 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46209

November 18, 1966 19

To Enoch Van Horn and
Effie Van Horn
Hollie A. Shideler and
Georgia B. Shideler
2944 Washington Blvd.

GENTLEMEN: Indianapolis, Indiana

We enclose State Warrant No. A-125458 11-4-66 19
in settlement of the following vouchers:

Transmittal #67-127

Description	Amount
For <u>Purchase</u> on State Road No. <u>I-70</u> in <u>Marion</u> County, Project <u>I-70-3(52)</u> Parcel No. <u>#62</u> as per Grant/Warranty Deed, Dated <u>September 10, 1966</u> Escrow	\$ 450.00

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By Hollie A Shideler
Date 11-18-66

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 — 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46209

November 18, 1966 19

To Treasurer of Marion County
City-County Building
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-125459 11-4-66 19
in settlement of the following vouchers:

Transmittal #67-127

Description	Amount
Parcel #1023189 For <u>Taxes</u> on State Road No. <u>I-70</u> in <u>Marion</u> County, Project <u>I-70-3(52)</u> Parcel No. <u>#62</u> as per Grant/Warranty Deed, Dated <u>June 29, 1966</u>	\$ 47.60

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By _____

Date _____

Control

APPRAISAL REVIEW FORM
Division of Land Acquisition
Indiana State Highway Commission

Project I-70-3(52)
Parcel No. 62
Road I-70
County Marion
Owner Hollie Skideler
Address 4105 Graceland St.
Address of Appraised Property:
1037 S. Illinois St.

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 - see attachments
- 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... January 4, 1966
August 19, 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 August 19, 1966 :
(Date)

Estimate of Appraisers:

	By: <u>Crone</u>	By:	Approved By Reviewer
(a) The fair market value of the entire property before the taking is:	\$ 5,800	\$	\$ 4,450
(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	\$ 5,800	\$	\$ 4,450
(1) Land and/or improvements	\$ 5,800	\$	\$ 4,450
(2) Damages	\$ -0-	\$	\$ -0-
(3) Less non-compensable items	\$ -0-	\$	\$ -0-
(4) Estimated Total Compensation	\$ 5,800	\$	\$ 4,450

Approved	Date	Signed
Rev. Appr.	8-19-66	Phillip G. York
Asst. or Chief Appr.	8/30/66	Fred C. Beckling

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 30-3-52

BUYER'S REPORT NUMBER: 6 COUNTY Marion PARCEL NO. 162

NAME & ADDRESS OF OWNER H. A. Sheller
4105 Grandland Ave PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Ernest Sam Horn
2944 Washington PHONE # _____

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

DATE ASSIGNED 6-26-66 DATE OF CONTACT 9-12

OFFER \$ 4500.00 TIME OF CONTACT 7:30

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: Had Mr. Horn pay some expenses
and a claim was made because of different
value after fire

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

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

Ernest Sam Horn
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3-52

BUYER'S REPORT NUMBER: 6 COUNTY Marion PARCEL NO. 62

NAME & ADDRESS OF OWNER J. A. Shudeler
4105 Cleveland PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED [Signature] PHONE # _____

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

DATE ASSIGNED 6-26-66 DATE OF CONTACT 9-10

OFFER \$ 4500 TIME OF CONTACT 2 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: Mr. Shudeler & wife signed new
claim vouchers & deeds They requested that
since the fire, the house is not occupied and
therefore, ~~is~~ subject to ~~vandalism~~ vandalism
and more fires so if this parcel could be
hurried he would appreciate the effort.
Left receipt for deed

Status of Parcel: () Secured () Bought, awaiting mortgage release, () Condemned
() Other, awaiting what? Frank Van Horns Signature.

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

[Signature]
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3-52

BUYER'S REPORT NUMBER: 5 COUNTY Marion PARCEL NO. 62

NAME & ADDRESS OF OWNER Enoch Van Horn
2944 Washington Blvd. PHONE # 925-8505

NAME & ADDRESS OF PERSON CONTACTED _____
PHONE # _____

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

DATE ASSIGNED June 26-66 DATE OF CONTACT 7-5-66
OFFER \$ 5800 TIME OF CONTACT 3 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: Picked up \$6.00 for deed stamp
gave Mrs Van Horn receipt for money

Status of Parcel: () Secured () Bought, awaiting mortgage release, () Condemned
() Other, awaiting what? For ruling from appraisal Dept
Concerning shed fire.

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

NO talked in front yard

Edwin J. Haskin
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 90-3-5¹/₂

BUYER'S REPORT NUMBER: 4 COUNTY Marion PARCEL NO. 62

NAME & ADDRESS OF OWNER Enoch Van Horn
2944 Washington Blvd. PHONE # 925-8505

NAME & ADDRESS OF PERSON CONTACTED Same PHONE # _____

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

DATE ASSIGNED June 26-66 DATE OF CONTACT 6-30-66

OFFER \$ 5800⁰⁰ TIME OF CONTACT 5:30 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: Mr + Mrs Van Horn signed and ~~paid~~ ^{told} me 6⁰⁰ for deed stamp Tues P.M.

Status of Parcel: () Secured () Bought, awaiting mortgage release, () Condemned
() Other, awaiting what? will contact Skidder for Sec. and pick up deed stamp money

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

Edwin F. Haskin
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. 1 010-3 (52)

BUYER'S REPORT NUMBER: 3 COUNTY Merion

PARCEL NO. 62

NAME & ADDRESS OF OWNER Ernest Van Horn

2944 Washington Blvd

PHONE # 925-8505

NAME & ADDRESS OF PERSON CONTACTED Same

PHONE #

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

DATE ASSIGNED June 26th

DATE OF CONTACT 6-29-66

OFFER \$ 5800.00

TIME OF CONTACT 5:30 PM

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: Mr Van Horn will accept but I must return tomorrow because of tax receipt

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

Distribution Made

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

Edwin J. Kaspi
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. 170-3-52
BUYER'S REPORT NUMBER: 5 COUNTY Marion PARCEL NO. 62
NAME & ADDRESS OF OWNER A. Sheddler
4105 Graceland PHONE # _____
NAME & ADDRESS OF PERSON CONTACTED Jim Dutton PHONE # _____
(List other interested parties on reverse side including nature of their interest)
DATE ASSIGNED 1-11-66 DATE OF CONTACT July 11
OFFER \$ 5800 TIME OF CONTACT 10A.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: Got Parcel from Ms. Dutton he
put foot note on review stating no
loss of value because of shed fire

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

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

Eduin F. Haskin
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

BUYERS REPORT # 2

PROJECT # I 70-3(52) PARCEL # _____ COUNTY _____

NAME & ADDRESS OF OWNER Hollis A. Shideler
4105 Chanceland PHONE # 925-8505

NAME & ADDRESS OF PERSON CONTACTED Enoch Van Horn
2944 Washington Blvd PHONE # _____
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED Jan 11, 1966 DATE OF CONTACT J-11-66

OFFER \$ 5800.00 TIME OF CONTACT 12: NOON

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

- 1. () () () Checked abstract with owner? Affidavit taken? () Yes () No
- 2. () () () Showed plans, explained take, made offer, etc.?
- 3. () () () Any mortgage? (Is it VA _____, FHA _____, FNMA _____, Fed. Id. Bk. _____, Conv'l. _____?)
- 4. () () () Explained about retention of Buildings? (any being retained? () Yes, () No)
- 5. () () () Filled out RAAP Form?
- 6. () () () Walked over property with owner (or who? _____)
- 7. () () () Arranged for payment of taxes? (Explain how in remarks)
- 8. () () () Secured Right of Entry? Secured Driveway Permit? () Yes () No () N/A
- 9. () () () Explained Eminent Domain Procedures?

REMARKS: Mr Van Horn has decided to refuse the offer he feels he is being taken for about \$700.00 he is going to rent it for as long as is possible to try and get some of his money out of the property

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

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

Edwin J. Haskin
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

BUYERS REPORT # 1

PROJECT # I 70-3-52 PARCEL # 62 COUNTY Marion

NAME & ADDRESS OF OWNER Hallie A. Shudler
4105 Graceland PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Enoch Van Horn
2944 Washington PHONE # 925-8505

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

DATE ASSIGNED Jan-11, 1966 DATE OF CONTACT 2-2-66

OFFER \$ 5800.00 TIME OF CONTACT 11 AM

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

- 1. () () Checked abstract with owner? Affidavit taken? () Yes () No
- 2. () () Showed plans, explained take, made offer, etc.?
- 3. () () () Any mortgage? (Is it VA _____, FHA _____, FNMA _____, Fed.Ld. Bk. _____, Conv'l. ?)
- 4. () () Explained about retention of Buildings? (any being retained? () Yes, () No)
- 5. () () Filled out RAAP Form?
- 6. () () Walked over property with owner (or who? _____)
- 7. () () Arranged for payment of taxes? (Explain how in remarks)
- 8. () Secured Right of Entry? Secured Driveway Permit? () Yes () No () N/A
- 9. () () Explained Eminent Domain Procedures?

REMARKS: Mr. Enoch Van Horn feels the offer is to low. wants to think about it for a while will call me later. He feels its 1500.00 to low.

Status of Parcel: () Secured, () Bought, awaiting mortgage release, () Condemned
() Other, awaiting what? Will call me later

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

Edwin F. Haskin
(Signature)

457568

ABSTRACT OF TITLE

To

The Real Estate more particularly described
on the following page of this Caption Sheet.

PREPARED BY

Lawyers Title Insurance Corporation *BROWN DIVISION*

150 East Market Street

INDIANAPOLIS, MARION COUNTY, INDIANA

TELEPHONE: ME Irose 8-6401

Plant Established 1868

HISTORICAL NOTES

Showing Original Title from earliest times down to the organization
of Marion County and the location of Indianapolis, County Seat.

The land Northwest of the Ohio River was first a part of Louisiana and was governed by the officers of the French King. The French in 1763 ceded the land North of the Ohio to the British, who retained it until 1783, when they surrendered the country South of the Great Lakes to the United States, by whom the land in Marion County was purchased of the Miami Indians.

The Indians who made any claims to the lands South of the Wabash River were primarily the Miami Nation. The Delawares occupied this immediate region, and were considered as having a title by grant or permission from the Miami Nation, which was at least a title by permanent occupation.

Cessions were made at St. Mary's, Ohio, in October, 1818, as follows:

By the Weas, in general terms, October 2—U. S. Statutes at Large, Vol. 7, page 186.

By the Delawares, in general terms, October 3—U. S. Statutes at Large, Vol. 7, page 188.

By the Miamis, by boundaries, October 6—U. S. Statutes at Large, Vol. 7, page 189.

The Weas, or Ouiatenons, were properly a part of the Miami Nation. So were also the Kickapoos, who relinquished their claims, in general terms, July 30, 1819—U. S. Statutes at Large, Vol. 7, page 200. These four treaties covered all tribes having any claims to lands in Marion County. The record in the Statutes at Large is the official one, including the signatures of the parties.

American State Papers, 2 Indian Affairs, page 169.

By authority of Congress, Indiana Territory was organized May 7, 1800, and the State government, under authority of Congress superseded the territorial government in November of 1816, and Indiana was fully admitted into the Union December 11, 1816. Marion County was organized December 1821 and the boundary lines of the County were established January 7, 1824—Acts of 1824, page 52.

By clause 5 of Section 5 of the Enabling Act of Congress of April 19, 1816, four sections of land were granted to the new State of Indiana, to be selected by the legislature, "for the purpose of fixing the seat of government thereon."

3 U. S. Statutes at Large, page 290.

By the Act of March 3, 1819, the Indiana legislature was authorized to select for that purpose any contiguous parts of sections, "not to exceed in the whole the quantity contained in the four sections."

3 U. S. Statutes at Large, page 516.

January 11, 1820, the Indiana legislature appointed commissioners to locate the seat of government. Act of 1820, page 18.

January 6, 1821, the legislature approved the selection of "sections 1 and 12 east and west fractional sections numbered 2, east fractional section numbered 11, and so much of the east part of west fractional section numbered 3, to be set off by north and south lines as will complete four entire sections, or 2560 acres of land in township 15 North and range 3 East of the Second Principal Meridian."

Three commissioners were appointed to lay off the town site, and to offer lots for sale. The office of the agent was created to sell and convey lots, and the site was named Indianapolis.

Acts 1821, page 44.

By the original survey section one contained 658.20 acres; section 2, 611.53 acres; section 12, 640 acres, and section 11, East of White River, contained 448.20 acres, leaving 202.07 acres to be taken out of the east side of section 3.

The original survey of the city of Indianapolis, as made in the year 1821, is included within North, South, East and West Streets, embracing Squares numbered 1 to 101 inclusive, which were subdivided into lots.

In pursuance of an Act of 1824, Out-lots numbered 1 to 10 on the North, and 11 to 20 on the South side of the city were laid off, and in 1825 an additional survey of Out-lots, including 21 to 30 on the South, and 31 to 40 on the North side of the City was also authorized. "H" is a square of two acres laid out and sold for a brick yard.

The seat of government was permanently established at Indianapolis, January 20, 1824.
R. S. 1824, page 370.

January 26, 1827, the alleys in certain squares were vacated, and the "steam mill" lot authorized.
Acts 1827, page 5.

February 9, 1831, a survey of the remaining part of the donation was authorized and a plat of such survey was filed in the Recorder's office of Marion County, July 5, 1831, embracing Out-lots numbered 41 to 184 inclusive, and Out-lots numbered 1 to 18 inclusive, west of White River.

The office of Agent of State, created by the Act of 1821, was continued until 1844, when it was abolished and the papers and records of the Agent were transferred to the Secretary and Auditor of State, who are at present their custodians.

Land in Townships 14, 15, 16 and 17, North of Base Line and in ranges 2, 3, 4 and 5, East of the Second Principal Meridian are within Marion County.

While the lands outside the original donation were patented by the United States to those entering the same or their assigns at the Land Offices that had been established by the General Government at Brookville, Indianapolis or Crawfordsville, the squares or out-lots within the boundaries of the donation itself were sold by the Agent of the State of the Town of Indianapolis, duly appointed by an Act of the Legislature.

Caption Description

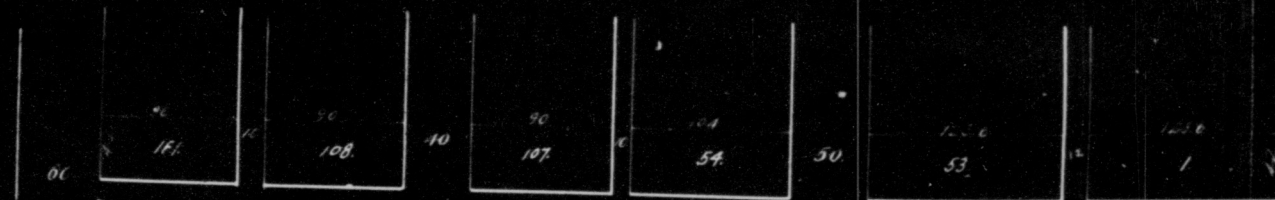
457568

-1-

Lot Number Forty Three (43) in McCarty's Subdivision of the East part of Out Lot 120 of the Donation lands of the City of Indianapolis, the plat of which is recorded in Plat Book 2 page 86, in the Office of the Recorder of Marion County, Indiana.

PREPARED FOR: OTTO BUENTING, EXECUTOR OF
MARY B. GAETH, ESTATE.

-2-



RAY STREET

50 Feet.



WILKENS STREET

50 Feet.



MORRIS STREET

25 Feet.

58

TENNESSEE

MAPLE

ILLINOIS

BLUFF

RO. 111 80 Feet.

SECTION LINE

L. M. BROWN DIVISION - INDIANAPOLIS, INDIANA - Lawyers Title Insurance Corporation

Deed Record
D page 535
May 2, 1834
Recorded
June 21, 1834

-2-

CONVEYANCES

Ebenezer Sharpe, Agent of the State of Indiana, for the Town of Indianapolis, for and in behalf of the State of Indiana, in pursuance of the law of Indiana, entitled "An Act appointing Commissioners to lay off a Town on the site selected for the permanent seat of Government", approved January 6, 1821 and in consideration of \$1390.50 which has been paid to said State of Indiana

Agent's Deed

to
Nicholas McCarty, his heirs and assigns forever

All the following described lots in the Town of Indianapolis, viz:

- Lot 116 containing 7.80 acres;
- Lot 107 containing 26.25 acres;
- Lot 110 containing 3.66 acres;
- Lots 7 and 10 West of White River, containing 13.54 acres;
- Lot 109 containing 2.60 acres;
- Lot 120 containing 52.33 acres;
- Lot 111 containing 4.14 acres;
- Lot 6, West of White River, containing 5.85 acres, and the North half of

Lot 108, which half containings 14.56 acres, containing in the aggregate 130.60 acres and all the estate, right, title and interest of the said State of Indiana, in and to the above described lots. (Not acknowledged.)

-3-

Nicholas McCarty died, intestate, May 17, 1854.

COMMON PLEAS COURT OF MARION COUNTY.

Complete Record
11 page 66

Nicholas McCarty Estate

-4-

June 3, 1854, Bond filed and letters of Administration issued to Margaret McCarty, approved by the Court on July 7, 1854.

January 7, 1860, The estate was finally settled; distribution was made to Margaret McCarty, the widow, and to Nicholas McCarty, Junior, Margaret R. McCarty, Frances McCarty and Susanna McCarty Day, said four persons being the only children and heirs of said decedent.

Exhibit

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

INDIANAPOLIS, INDIANA

Henry Day

Affidavit

-5-

Affiant says, that ever since the year 1857 affiant was acquainted with the family of Nicholas McCarty, to whom the Agent of State deeded Out Lot 120 City of Indianapolis, that said Nicholas McCarty died previous to the fall of 1854, that he left Margaret McCarty, his widow, surviving him; that the only children he left surviving him, were: Nicholas McCarty, Junior, Margaret R. McCarty, Frances J. McCarty and Susanna McCarty, who subsequently married affiant, that he left surviving him, no grandchildren by deceased sons or daughters; that the said Nicholas McCarty, Junior, Frances J. McCarty and Margaret R. McCarty were of age and unmarried on February 9, 1864, and said Susanna McCarty affiant's wife, was of age on February 9, 1864.

Henry Day.

L. M. BROWN DIVISION

Complete Record
4 page 159
Filed
June 23, 1854

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Lawyers Title Insurance Corporation

MARION COMMON PLEAS COURT

Margaret McCarty
vs.
Susan McCarty,
Margaret R. McCarty,
Nicholas McCarty,
Francis J. McCarty

Petition filed, reciting death of Nicholas McCarty, leaving as heirs at law, him surviving the petitioner, Margaret McCarty, his widow, and children, Susan McCarty, Margaret R. McCarty, Nicholas McCarty and Francis J. McCarty (said Nicholas and Francis J., being then and now infants) decedent left personal property sufficient to pay all of his debts and died owning many tracts of land, (including the homestead, in Out Lot 25 of Indianapolis) and including Out Lot 120 in Indianapolis, set out in the petition.

Petitioner is owner of one-third of said realty in fee simple, and said children are joint owners of the other two-thirds thereof.

Partition is asked.

All of the defendants are served by reading of summons. Susanna and Margaret R. McCarty default: Lucian Barbour is appointed Guardian ad litem for Nicholas Jr., and Francis J. McCarty, who are infants and files answer.

July 21, 1854, Interlocutory Decree entered, Court finds that matters alleged in the petition are true; partition is decreed and one-third part of all of said realty is ordered set off to said petitioner in severalty, Court appoints James Blak, Andrew Wilson and James Wood,

Commissioners to make partition.

INDIANAPOLIS, INDIANA

L. M. BROWN DIVISION

Lawyers Title Insurance Corporation

October 13, 1854, Said Commissioners file report, setting off to said Margaret McCarty, her heirs and assigns in severalty forever, for and in full of the one-third part of the premises aforesaid, certain lots and tracts being a portion of the realty described in the petition, and including the homestead.

(NOTE: No portion of Out Lot 120 in Indianapolis, is set off to the widow by the Commissioners.)

Marriage Record
6 page 659
Dec. 9, 1857

Susanna McCarty
and
Henry Day

Marriage

-7-

Plat Book
2 page 86
Jan. 27, 1863
Recorded
Jan. 27, 1863

McCARTY'S SUBDIVISION OF THE
EAST PART OF OUT LOT No. 120

Plat

-8-

McCarty's Subdivision of the East Part of Out Lot No. 120 in the City of Indianapolis, County of Marion and State of Indiana.

We, hereby lay out and Subdivide the East part of Out Lot No. 120 into 161 lots.

The Lots 2 to 25 both inclusive, are each 123 feet 6 inches deep by 30 feet wide. Lot 26 being 46 feet 3 inches wide on the East line and 51 feet 6 inches wide on the West line and 123 feet 6 inches on the North line. Lots 28 to 52 both inclusive are each 30 feet wide by 120 feet deep. Lot 27 is 22 feet wide on the East line 27 feet 6 inches on the West line and 120 feet long on the North line. Lots from 55 to 79 both inclusive are each 30 feet wide by 102 feet long, Lot 80 is 29 feet 10 inches wide on the East line and 34 feet 5 inches wide on the West line and 102 feet long on the North line. Lots 83 to 106 both inclusive are each 30 feet wide and 90 feet deep. Lot 81 is 35 feet deep on the East line 39 feet on the West line and 90 feet long on the North line. Lots 109 to 133 both inclusive are each 30 feet wide and 90 feet long. Lot 134 is 41 feet wide on the East line, 45 feet wide on the West line and 90 feet - - on the North line. Lots from 136 to 160 both inclusive are each 30 feet wide and 90 feet long. Lot 135 is 45 feet 6 inches on the East line 50 feet on the West line and 90 feet long, on the North line. Lots 1 and 53 are each 42 feet wide and 123 feet and 6 inches long. Lot 54 is 42 feet wide and 104 feet long. Lots 107, 108 and 161 are each 42 feet wide and 90 feet deep.

The Streets and Alleys are as laid out on the annexed plat. Tennessee Street South of Ray Street is 58 feet wide. That part of Tennessee Street

-5- (over)

INDIANAPOLIS, INDIANA

L. M. BROWN DIVISION

Lawyers Title Insurance Corporation

North of Ray Street being 60 feet wide, Maple Street is 40 feet wide, Illinois - - is 50 feet wide. All of the above streets, run North and South. The following Streets run East and West viz: Ray Street is 50 feet wide, William Street is 50 feet wide, Morris Street is 25 feet wide. The alley between Illinois Street and Bluff Road South of Ray Street is 15 1/2 feet wide, the alley between - - 1 and 53 is 12 feet wide. The alley between Illinois Street and Maple Street South of Ray Street is 12 feet wide, the alley between Lots 54 and 107 being 10 feet wide, the alley between Maple Street and Tennessee Street South of Ray Street is 12 feet wide and the alley between Lots 108 and 161 being 10 feet wide. Said Subdivision is made subject to any right the State of Indiana, had for the use of the Central Canal, along Tennessee Street or any present right of way that the grantees of the State may legally have along said Street.

Witness our hands and seals this 27th day of January 1863.

Henry Day
Susannah McCarty Day,
Margaret R. McCarty,
Nicholas McCarty,
Frances J. McCarty.

STATE OF INDIANA,
MARION COUNTY, SS:

Before me, Alexander G. Wallace, Recorder in and for said County this 27th day of January 1863, Henry Day, Susannah McCarty Day, Margaret R. McCarty, Nicholas McCarty and Frances J. McCarty, acknowledged the execution of the annexed Plat.

Witness my hand and official seal.

A. G. Wallace,
Recorder Marion Co. -

NOTE: Tennessee Street, Maple Street and Bluff Road are now known as Capitol Avenue, Kenwood Avenue and Meridian Street, respectively.

Deed Record
Town Lots
25 page 292
June 10, 1865
Recorded
June 10, 1865

Nicholas McCarty - -
Margaret R. McCarty - -
Frances J. McCarty - -
Henry Day and
Susanna McCarty Day,
his wife,
to

Warranty Deed

Washington Hill

Lots No. 42 and 43 in McCarty's Subdivision of the East part of Out Lot 12 in the City of Indianapolis, according to the Plat recorded in the Office of the Recorder of Marion County, Indiana.

Deed Record
Town Lots
46 page 389
Jan. 23, 1871
Recorded
Feb. 8, 1871

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Deed Record
Town Lots
49 page 313
June 5, 1871
Recorded
June 16, 1871

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Misc. Record
14 page 537
Inst. #14118
June 3, 1892
Recorded
June 20, 1892

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INDIANAPOLIS, INDIANA
L. M. BROWN DIVISION
Lawyers Title Insurance Corporation

Washington Hill -
to
Margaret McCarty

Warranty Deed

Lots No. 42 and 43 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis, according to the Plat recorded in the Office of the Recorder of Marion County, Indiana.

Margaret McCarty -
to
Frederick Gaeth

Warranty Deed

Lots No. 43 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis, according to the Plat recorded in the Office of the Recorder of Marion County, Indiana.

Nicholas McCarty

Affidavit

Affiant says that on June 10, 1865 and at the time of the execution of the deed recorded in Deed Record of Town Lots No. 25 at page 292 affiant and Margaret R. McCarty and Frances J. McCarty grantors in said deed were all unmarried and that the deed from Margaret McCarty to Frederick Gaeth executed June 5, 1871 and recorded in Deed Record of Town Lots No. 49 at page 313 of the records of Marion County, Indiana was executed by affiant's mother Margaret McCarty who was at that time a widow and unmarried. Affiant further says that he was acquainted with Washington Hill who executed January 23, 1871 to Margaret McCarty the deed recorded in Deed Record of Town Lots No. 46 at page 389 that said Hill had purchased two lots from affiant and others and being unable to pay off the mortgage on said lots on January 23, 1871, reconveyed said lots deeding them to Margaret McCarty and that affiant believes that at the time of the execution of such last described deed said Washington Hill was an unmarried man

Nicholas McCarty.

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ABSTRACTER'S NOTE:

A careful search in the Probate Indexes in the Office of the Clerk of the Marion Circuit Court fails to disclose any entry of the Probate of the last will or of the granting of letters of administration upon the estate of Frederick Gaeth.

Deed Record
976 page 76
Inst.#27049
Aug. 31, 1937
Recorded
Aug. 31, 1937

John F. Gaeth,
unmarried
to
Mary Gaeth,
unmarried

Warranty Deed
Revenue Stamps
Attached.

The undivided 1/4 part of Lot No. 43 in McCarty's Subdivision of East part of Out Lot 120 in Donation Lands of City of Indianapolis.

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ABSTRACTER'S NOTE:

A careful search in the Probate Indexes in the Office of the Clerk of the Marion Circuit Court fails to disclose any entry of the Probate of the last will or of the granting of letter of Administration upon the estate of Minnie Gaeth.

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Misc. Record
493 page 312
Inst.#85832
Dec. 21, 1952
Recorded
Dec. 27, 1952
RE-RECORDED
June 3, 1955 in
Deed Record
1575 page 18
Inst.#40132

Henry C. Gaeth

Affidavit

Affiant says that he is a son of Frederick Gaeth who died the owner of Lot No. 43 in McCarty's subdivision of the East part of Out Lot 120 in the City of Indianapolis, the plat of which is recorded in Plat Book 2, page 86 in the Office of the Recorder of Marion County, Indiana.

That the said Frederick Gaeth died prior to 1915, intestate and unmarried, leaving Mary Gaeth, Minnie Gaeth, Henry Gaeth (this affiant), his children and John Gaeth who was the only child of Herman Gaeth who died about the year, 1901 and was a son of the said Frederick Gaeth.

That the said Minnie Gaeth died intestate and unmarried and without descendants about the year, 1941, leaving the said Mary Gaeth, Henry Gaeth and John Gaeth as her only heirs.

Henry C. Gaeth.

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INDIANAPOLIS, INDIANA
L. M. BROWN DIVISION
Lawyers Title Insurance Corporation

Fidelity Union Loan
MARION COUNTY, INDIANA
FLUORESCENT

Deed Record
1475 page 475
Inst. #85833
Feb. 21, 1952
Recorded
Dec. 27, 1952

INDIANAPOLIS, INDIANA

Henry C. Gaeth and
Margaret W. Gaeth,
his wife,
to
Mary B. Gaeth,
(Unmarried)

Warranty Deed
No Revenue Stamps
Attached

Lot No. 43 in McCarty's Sub-division of the East part of Out Lot 120 in the City of Indianapolis, the plat of which is recorded in Plat Book 2, page 86, in the Office of the Recorder of Marion County, Indiana. Subject to all taxes against the same.

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John F. Gaeth died, Testate, July 25, 1952.

Will Record
A-3 page 591
Sept. 30, 1948
Probated
July 28, 1952

L. M. BROWN DIVISION
Lawyers Title Insurance Corporation

John F. Gaeth

Will

I, John F. Gaeth, a resident of Marion County, Indiana, being of sound mind and disposing memory, do make, publish and declare this to be my Last Will and Testament, and hereby revoke any and all former wills by me made.

Item I. I hereby direct my Executor to sell all my property, both real and personal, except as herein otherwise specifically devised, and it is my desire that all of my just debts, funeral expenses, expenses of last illness, and expenses of the administration of my estate shall first be paid.

Item II. It is my will that my body be buried in the lot now owned by me in Crown Hill Cemetery, next to where my mother is buried, and I direct my Executor to purchase a marker similar to the one at the foot of my mother's grave to be placed at the foot of my grave.

Item III. It is my will that until such time as my Executor shall sell my real estate that my Executor shall collect the rents thereon, keep said property rented and in repair, and hold any profits that may accrue from said rentals for distribution as herein-after directed.

Item IV. To Maude Dennett and Charles Dennett, for and during their natural lives, and the life of the survivor, I give the following described real estate located in Marion County, State of Indiana.

Lot Ten (10) and Two and one-half (2 1/2) feet off the North side of Lot Eleven (11) in J. Klingensmith VanBlaricum's Subdivision of Out Lot One (1) and One Hundred Twenty-nine (129) more commonly known as 955 South West Street.

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INDIANAPOLIS, INDIANA

L. M. BROWN DIVISION

Lawyers Title Insurance Corporation

and after their death, or in the event that neither Maude Dennett or Charles Dennett be living at the time of my death, then to Shriner's Hospital for Crippled Children, a corporation.

Item V. In the event that my aunt, Mary Gaeth, of Indianapolis, Indiana, survives me, I give all my estate, except as set out in Item IV., not heretofore disposed of, to Union Trust Company, in trust, nevertheless, for the following uses and purposes:

(1) To pay the income therefrom as often as quarterly to my aunt, Mary Gaeth, during the term of her natural life.

(2) This trust shall terminate upon the death of my aunt, Mary Gaeth.

(3) On the termination of this trust, the trustee shall distribute and dispose of the property remaining in said trust as follows:

(a) To the following named persons, if they be living at the time of my death and on the date of the termination of the above mentioned trust:

To my uncle, Henry C. Gaeth, \$500.00; to my cousin, Ida Anderson, \$100.00; to my cousin, John W. Hedges, \$100.00; to my cousin, Frank Hedges, \$100.00; to my cousin, Theodora Frazier, \$100.00; to my cousin, William Hedges, \$100.00; to my second cousin, Rose Wilds, \$100.00; to my second cousin, Rose Wilds, \$100.00.

(b) To Indiana Central University, commonly known as Indiana Central College, in the City of Indianapolis, State of Indiana, the sum of \$2,000.00 to be used by the Athletic Department of said University.

(c) To Butler University, in the City of Indianapolis, State of Indiana, \$2,000.00 to be used by the Athletic Department of said University.

(d) To Zion Evangelical & Reformed Church at North and New Jersey Streets, in the City of Indianapolis, Indiana, the sum of \$3,000.00 to be used by said Church as its officers shall see fit in the advancement of the Christian faith. It is requested of said Church, inasmuch as the Gaeth family was one of the oldest families belonging to said Church, that there be some visible remembrance made of the Gaeth family, however, this bequest to said Church is not conditioned upon the latter request.

(e) All the rest and residue of my estate, of any kind and description, both real and personal, not heretofore disposed of, I devise and bequeath as follows:

(aa) One fourth of the residue of my estate to the Board of Trustees of the Most Worshipful Grand Lodge of the Ancient and Honorable Fraternity of Free & Accepted Masons of the State of Indiana, said amount to be used for the support and maintenance of The Indiana Masonic Home, which said Grand Lodge now maintains at Franklin, Indiana, or which it may in the future maintain.

(bb) One-fourth of the residue of my estate to Pentalpha Lodge, No. 564, F. & A. M., Indianapolis,

L. M. BROWN DIVISION - INDIANAPOLIS, INDIANA
Lawyers Title Insurance Corporation

Indiana, for the use by said Lodge as its officers shall desire.

(cc) One-fourth of the residue of my estate to Southport Lodge, No. 270, F. & A. M. Southport, Indiana, for the use by said Lodge as its officers shall desire.

(dd) One-fourth of the residue of my estate to Shriner's Hospitals for Crippled Children, a corporation, for the use and benefit of the hospitals owned, operated and maintained by said corporation.

Item VI. In the event my aunt, Mary Gaeth, is not living at the time of my death, then it is my will that my estate be disposed of as set out in paragraphs (a), (b), (c) and (d) and (e); paragraph (e) consisting of sub-paragraphs (aa), (bb), (cc), and (dd) of Item V of this my Last Will and Testament.

Item VII. I hereby constitute and appoint Union Trust Company, of the City of Indianapolis, Indiana, Executor of this my Last Will and Testament, and hereby direct it to employ Perry S. Key and/or Sheldon A. Key, as their attorney in all matters relating to my estate.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30 day of September, 1948, in the City of Indianapolis, Marion County, State of Indiana.

John F. Gaeth.

The foregoing instrument consisting of three and one-half pages, and bearing the signature of the above named testator, John F. Gaeth, was by him on this 30 day of September, 1948, signed, sealed, acknowledged, published and declared by him to be his Last Will and Testament, in our presence, who at his request, and in his presence, and in the presence of each other, we believing him to be of sound mind and disposing memory have hereunto signed our names as witnesses this 30 day of September, 1948.

Witnesses: Sheldon A. Key
443 Bankers Trust Bldg.
Harry T. Latham Jr.
443 Bankers Trust Bldg.

PROBATE COURT OF MARION COUNTY

John F. Gaeth, Estate

July 28, 1952, Will Probated in Open Court.
Trust filed and Indiana National Bank Appointed Executor.

Order Book 305 page 43.

Estate Docket
155 page 57044

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-11- (over)

INDIANAPOLIS, INDIANA
L. M. BROWN DIVISION
Lawyers Title Insurance Corporation

September 29, 1952, Proof of Publication of Notice of Appointment filed.

October 23, 1953, Final report filed.

November 6, 1953, Proof of Publication of Final Notice filed.

November 16, 1953, Final report approved and Estate closed.

Order Book 326 page 533.

Entry on final report recites: that all Indiana Inheritance taxes, Gross Income tax have been paid; that said estate was not of sufficient value to be subject to Federal Estate taxes; that said decedent did not employ persons subject to the provisions of the Employment Security Act of Indiana.

Schedule of property filed, in determining inheritance tax, lists real estate other than that herein abstracted and shows the gross value of the estate to be \$21,623.20.

L. M. BROWN TITLE DIVISION OF LAWYERS TITLE INSURANCE CORPORATION INDIANAPOLIS, INDIANA

Indianapolis, Indianapolis, Indiana, and the Union Trust Company of Indianapolis, Indianapolis, Indiana, in accordance with the statutes of the United States, to consolidate those two banking institutions under the charter and title of 'The Indiana National Bank of Indianapolis', with capital stock of \$6,500,000;

"NOW, THEREFORE, it is hereby certified that such consolidation is approved, effective as of the close of business December 30, 1950.

IN TESTIMONY WHEREOF, witness my signature and seal of office this twenty-second day of December, 1950.

PRESTON DELANO
Comptroller of the Currency".

WHEREAS, the said Articles of Merger and Consolidation have been prepared and executed in accordance with "The Indiana Financial Institutions Act" and acts supplemental thereto and amendatory thereof, and

WHEREAS, upon due examination I find that all necessary action has been taken and the Articles presented conform to law:

NOW, THEREFORE, I hereby certify that I have this day endorsed my approval upon the said Articles of Merger and Consolidation and the copies presented therewith, and having received the fees required by law in the sum of \$6.50, have filed one (1) copy of the Articles in this office and returned the copies bearing the endorsement of my approval.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this 30th day of December 1950.

LELAND L. SMITH
Secretary of State

(SEAL)

Misc. Record
460 page 34
Dec. 30, 1950
Recorded
Jan. 4, 1951

INDIANAPOLIS, INDIANA

UNITED STATES OF AMERICA
State of Indiana

Certificate of
Merger

Office of the Secretary of State.

I, Leland L. Smith, Secretary of State of the
State of Indiana, hereby certify that the following
and hereto attached is a full, true and complete copy
of

Certificate of Merger and Consolidation whereby
The Union Trust Company of Indianapolis is merged
into and consolidated with The Indiana National
Bank of Indianapolis, bearing issue date of
December 30, 1950.

as the same appears on file, as the law directs,
in this office.

In Testimony Whereof, I hereunto set my hand and
affix the Great Seal of the State of Indiana. Done
at my office, in the City of Indianapolis, this 30th
day of December A. D. 1950.

Leland L. Smith
Secretary of State

(Seal)

L. M. BROWN TITLE DIVISION OF LAWYERS TITLE INSURANCE CORPORATION

STATE OF INDIANA

OFFICE OF THE SECRETARY OF STATE

Leland L. Smith, Secretary of State.

To Whom These Presents Come, Greeting:

WHEREAS, there have been presented to me as
the Secretary of State of the State of Indiana,
Articles of Merger and Consolidation whereby The
Union Trust Company of Indianapolis, a Bank and Trust
Company organized under the laws of the laws of the
State of Indiana, is merged into and consolidated
with The Indiana National Bank of Indianapolis, a
national banking association, under the name and
charter of "The Indiana National Bank of Indianapolis"
having an authorized capital of \$6,500,000
divided into 65,000 shares of common stock having a
par value of \$100 per share, and

WHEREAS, the said merger and consolidation,
and the Agreement with respect thereto, have been
approved by the Department of Financial Institutions
of the State of Indiana and there has been filed
with the Department of Financial Institutions and
with the Secretary of State, as required by law,
the Certificate of Consolidation issued by the
Comptroller of the Currency of the Treasury
Department of the United States, reading as follows:

"WHEREAS, satisfactory evidence has been
presented to the Comptroller of the Currency that
all requisite legal and corporate action has been
taken by The Indiana National Bank Company of

(over)

Filed
June 9, 1893

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INDIANAPOLIS, INDIANA
—
L. M. BROWN DIVISION
—
Lawyers Title Insurance Corporation

ARTICLES OF ASSOCIATION.

In the Office of the Secretary of
State of the State of Indiana.

File 875-130

The Union Trust Company of Indianapolis
Articles of Association
Dated May 31, 1893 (Not acknowledged.)

We, the undersigned persons, desiring to associate ourselves and become incorporated, for the purpose of transacting business as a Loan and Trust and Safe Deposit Company, pursuant to the laws of the State of Indiana, and to exercise the powers, rights, privileges and duties therein prescribed, and particularly in conformity to the provisions of an Act of the General Assembly of the State of Indiana, entitled "An Act to authorize the organization and incorporation of Loan and Trust and Safe Deposit Companies and defining their powers, rights and duties, and other matters connected therewith", approved March 4, 1893, do hereby make and sign the following Articles of Association:

First: Name. The name of said corporation shall be "The Union Trust Company of Indianapolis."

Second: Capital Stock. The amount of capital stock of said The Union Trust Company shall be Six Hundred Thousand Dollars divided into Six Thousand shares of One Hundred Dollars each.

Third: Name and Residence of corporators.
The Names and residences of corporators and the number of shares and the amount of capital stock by them respectively subscribed are as indicated by the words and figures, and the signatures hereto subscribed.

Fourth: Names and residences of Directors.
The number of directors of said corporation shall be twelve. (Names and places of residence of the members of the first Board are set out.)

Fifth: Commencement of business.
The time of commencement of said corporation shall be the first day of June 1893.

Sixth: Election of Directors.
The annual election of directors of said Corporation shall be held on the first Tuesday of June of each year at the office of the corporation of the City of Indianapolis, Indiana, where its principal place of business shall be located.

(On June 5, 1894, the time of the annual meeting was changed to the third Wednesday of June of each year.)

Misc. Record
353 page 101
April 20, 1944
Recorded
April 27, 1944

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INDIANAPOLIS, INDIANA

Alfred F. Gauding

Affidavit

Affiant says (among other things) that he is a Vice President of The Union Trust Company of Indianapolis, and as such has custody of its books and records and is advised of its affairs.

That said The Union Trust Company of Indianapolis was duly organized under the Acts of 1893, of the Legislature of the State of Indiana, and that pursuant to the power therein granted it has authority and power to hold real estate necessary for the conveyance and transaction of its business, whether it is owner or Trustee, and to sell and convey the said real estate.

Alfred F. Gauding.

Deed Record
1575 page 19
Inst.#40133
June 3, 1955
Recorded
June 3, 1955

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L. M. BROWN DIVISION
Lawyers Title Insurance Corporation

Mary B. Gaeth

Correcting
Affidavit

Affiant says that she is the sister of Henry C. Gaeth, who died on or about the 19th day of December, 1954; that she is the aunt of John F. Gaeth, who died on or about the 27th day of July, 1952, that she is the sister of Herman Gaeth who died in 1900; that she is the sister of Minnie Gaeth who died in 1941; that she is owner as tenant by the entirety of the following described real estate in Marion County, State of Indiana, to wit:

Lot No. 43 in McCarty's Sub-division of the East part of outlow 120 in the City of Indianapolis, the plat of which is recorded in Plat Book 2, page 86 in the Office of the Recorder of Marion County, Indiana, in Deed Record 1475, page 475.

That this affiant, Mary B. Gaeth, survived her brother, sister and nephew and as such surviving sister and aunt is the sole owner of the fee simple title to the above described real estate and makes this affidavit to induce the proper transfer into her sole name upon the tax records, in Marion County, State of Indiana.
Further affiant saith not.

Mary B. Gaeth.

Mary B. Gaeth died, Testate, March 11, 1952.

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Will Record
A-63 page 515
May 29, 1957
Probated
March 12, 1962

-26-

INDIANAPOLIS, INDIANA
L. M. BROWN DIVISION
Lawyers Title Insurance Corporation

Mary B. Gaeth

Will

I, Mary B. Gaeth, of the City of Indianapolis, County of Marion and State of Indiana, being of sound and disposing mind and memory and desirous of making a disposition of my estate to take effect after my death, do now make, establish, publish and declare the following as my last Will and Testament:-

Item I. I direct that all my just debts be paid as speedily as possible out of my estate, including the cost and expenses of my last sickness, funeral and expenses of administration upon my estate.

Item II. I hereby request that I be buried in the family lot located in Lot 61, Section 39, in Crown Hill Cemetery, Indianapolis, Indiana, and that a marker be erected over my grave like the one over the grave of my deceased sister, Minnie Gaeth.

Item III. I hereby give, grant, devise and bequeath to Crown Hill Cemetery Association, for the maintenance and upkeep of the family lot, including the monument and five markers thereon, the sum of Five Hundred (\$500.00) Dollars, absolutely and forever.

Item IV. I hereby give, grant, devise and bequeath to my dear neighbors, William Brown and Emma Brown, now residing at 1041 S. Illinois Street, Indianapolis, Indiana, the sum of Two Hundred Fifty (\$250.00) Dollars each, to be theirs absolutely and forever. In the event either or both of them are dead at the time of my death, leaving child or children then surviving, the amount which would have gone to their parent, or parents, if living, shall be divided equally among their surviving children living at the time of my death.

Item V. I hereby give, grant, devise and bequeath to Zions Evangelical Church, Indianapolis, Indiana, the sum of Five Hundred (\$500.00) Dollars, for the use and benefit of the "Organ Fund", in memory of the Gaeth Family.

Item VI. I hereby give, grant, devise and bequeath to the Women's Guild of Zions Evangelical Church, Indianapolis, Indiana, of which I was formerly a member, the sum of Three Hundred (\$300.00) Dollars, absolutely and forever.

Item VII. I hereby give, grant, devise and bequeath to my cousin, Lena Meyer, now residing at 28 N. Webster Street, Indianapolis, Indiana, the sum of Two Hundred (\$200.00) Dollars, to be hers absolutely and forever.

Item VIII. I hereby give, grant, devise and bequeath to my cousins, Emma Suhr, now residing at 7 N. Webster Street, Indianapolis, Indiana, and Martha Hedges, now residing at 6719 E. Michigan Street, Indianapolis, Indiana, the sum of One Hundred (\$100.00) Dollars each, to be theirs absolutely and forever.

Item IX. I hereby give, grant, devise and bequeath to my cousins, Minnie Bruning and Mary Bruning, now residing at 845 S. Meridian Street, Indianapolis, Indiana, the sum of Three Hundred (\$300.00) Dollars each, to be theirs absolutely and forever.

Item X. I hereby give, grant, devise and bequeath to Mary Nicol Mason the sum of One Hundred (\$100.00)

INDIANAPOLIS, INDIANA
L. M. BROWN DIVISION
Lawyers Title Insurance Corporation

Dollars, to be hers absolutely and forever.

Item XI. I hereby give, grant, devise and bequeath to Minnie Knapp, now residing at 1115 S. Illinois Street, Indianapolis, Indiana, the sum of Two Hundred (\$200.00) Dollars, to be hers absolutely and forever.

Item XII. I hereby give, grant, devise and bequeath to Delores Keeler, now residing at 8340 Harrison Drive, Lawrence, Indiana, the sum of One Hundred(\$100.00) Dollars, to be hers absolutely and forever.

Item XIII. I hereby give, grant, devise and bequeath to Ernie Hansing and Agnes Hansing, now residing at Rural Route 4, Box 295, Greenwood, Indiana, the sum of Fifty (\$50.00) Dollars each, to be theirs absolutely and forever.

Item XIV. It is my desire and direction that all legacies hereunder to be paid shall be paid to the different legatees in cash.

I therefore, and in order to enable my Executor to pay all legacies, debts and expenses in cash, empower my Executor hereinafter named, to sell and convey all of my property, both personal and real, and I do hereby order and direct my said Executor to sell and convey and convert into cash all of my property both personal and real, andwheresoever situated. All of such property shall be appraised by appraisers selected by my Executor and shall be sold at private sale, and all sales of property shall be subject to the approval of the Probate Court of Marion County, Indiana.

Immediately after my death I hereby direct that the Executor of my Will shall take possession of any and all real estate owned by me at my death and shall have power to lease the same and receive and collect all rents, issues and profits therefrom until said real estate is sold. All rents, issues and profits collected shall become a part of the corpus of my estate and distributable under the terms of this will as a part of my estate.

Item XV. After the Executor of my Will has sold all of my property, both real and personal, and has paid all debts, funeral expenses, all taxes, costs of administration, and paid, in full, the legacies hereinabove mentioned to the legatees hereinabove mentioned in Items III to XIII, inclusive, and paid the expense of the marker provided for in Item II hereof, then all the rest and residue of the money remaining in the hands of my said Executor, and being all the rest and residue of my estate remaining, I hereby give and devise to Zions Evangelical Church, Indianapolis, Indiana, absolutely and forever.

Item XVI. After payment of all debts, funeral bill, costs of administration, expense of marker and all taxes, should my said Executor not have sufficient funds in his hands to pay the legacies in full, payable under Items III to XIII, inclusive, then in that event such of said legacies as are payable shall be paid pro-rata.

INDIANAPOLIS, INDIANA

Item XVII. I hereby nominate and appoint Otto W. Buenting as Executor hereof, and I hereby revoke and declare, as null and void, all other wills made by me heretofore.

IN WITNESS WHEREOF, I have hereunto subscribed my name, in the presence of Otto W. Buenting and Alma M. Zeph, whom I have requested to act as witnesses to this Will, and in whose presence I have declared the above and foregoing instrument, written upon this and the preceding four pages hereof, and consisting of seventeen items, as and for my last Will and Testament, and I have also subscribed my name on each of the preceding pages hereof, this 29th day of May, 1957.

Mary B. Gaeth

We, the undersigned, hereby certify that the above and foregoing instrument was, on this 29th day of May, 1957, signed by said Mary B. Gaeth, in our presence, and was by her declared to be her last will and testament, and that we, at her request, in her presence and in the presence of each other, have signed the same as witnesses.

Otto B. Buenting
Alma M. Zeph.

L. M. BROWN DIVISION

PROBATE COURT OF MARION COUNTY

Mary B. Gaeth Estate

March 12, 1962, Petition for probate filed.
March 12, 1962, Will probated in open Court.
Bond filed and Otto Buenting Appointed Executor.
Order Book 567 page 211.

Pending.

See sub con

PROBATE COURT OF MARION COUNTY

In Re: Estate of
Mary B. Gaeth, deceased

April 13, 1962, Verified Inventory and appraisement filed appraising caption realty at \$4250.00.

-19- (over)

Lawyers Title Insurance Corporation

Estate Docket
E-62 page 355

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Estate Docket
E-62 page 355

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INDIANAPOLIS, INDIANA
L. M. BROWN DIVISION
Lawyers Title Insurance Corporation

May 14, 1962, PETITION FOR SALE OF REAL ESTATE
UNDER WILL AND HAVE COURT FIX NOTICE
thereof.

To The Honorable Joseph G. Wood, sole Judge of said
Court:-

Otto W. Buenting respectfully shows to the court
that he is the duly qualified and acting Executor of the
last will and testament of Mary B. Gaeth, deceased,
whose estate is now pending in this court; that the will
of said decedent was duly probated in this court on the
12th day of March, 1962, and is spread of record in
Will Record A-63, page 515, of the records of the Clerk
of this court; that, at the time of the death of said
Mary B. Gaeth, she was an unmarried woman and was not
survived by a husband, child or children or the descendants
of any deceased child or children, nor by father or mother;
that, by the terms of the will of said decedent, Mary B.
Gaeth, this Executor was empowered and directed to sell
her personal property and real estate, and convert the
same into cash, as directed under Item XIV of said Will;
that said Item XIV of said will, in reference thereto,
is as follows, to wit:-

"It is my desire and direction that all legacies
hereunder to be paid shall be paid to the different
legatees in cash.

I therefore, and in order to enable my Executor
to pay all legacies, debts and expenses in cash,
empower my Executor hereinafter named, to sell
and convey all of my property, both personal and
real, and I do hereby order and direct my Executor
to sell and convey and convert into cash all of my
property, both personal and real, and wheresoever
situated. All of such property shall be appraised
by appraisers selected by my Executor and shall be
sold at private sale, and all sales of property
shall be subject to the approval of the Probate
Court of Marion County, Indiana;"

that said decedent, Mary B. Gaeth, died a resident of
Marion County, Indiana, on the 11th day of March, 1962,
and, at the time of her death, she was the owner of the
following described REAL ESTATE in Marion County, Indiana,
to wit:-

Lot Numbered 43 in McCarty's Subdivision of the
East part of Out Lot 120 in the City of Indianapolis,
the plat of which is recorded in Plat Book 2, page
86, in the Office of the Recorder of Marion County,
Indiana;

that said property was the homestead of said decedent,
and is located at 1037 South Illinois Street, Indianapolis,
Indiana; that said decedent's will is now in full force
and effect.

This Executor, in order to pay the debts and expenses
of said estate and legacies, in cash, deems it for the
best interests of this estate to sell and convey said real
estate

Lawyers Title Insurance Corporation
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INDIANAPOLIS, INDIANA

and convert the same into cash, as directed by said decedent's last will and testament; that said real estate was appraised by appraisers selected by this Executor; that, under said will, said real estate shall be sold by said Executor at private sale, at not less than the full appraised value thereof, and such sale shall be subject to the approval of the Probate Court of Marion County, Indiana; that said real estate should be sold, in accordance with the terms of said will, by this Executor at private sale, for not less than the full appraised value thereof, for cash, to the highest and best bidder; that this Executor requests the court to prescribe the notice to be given by him in selling said real estate, and enter an order herein directing this Executor to give notice of the sale thereof and the manner in which the same shall be sold.

WHEREFORE, this Executor prays the court to prescribe the notice of sale of said real estate and to make such orders herein as this court may deem necessary and proper for the best interests of this estate, and for all other proper relief in the premises.

Otto W. Buenting
As Executor of the last Will and Testament of Mary B. Gaeth, deceased.

Subscribed and sworn to, before me, this 10th day of May, 1962.

Alma M. Zeph (LS)
Notary Public

My Commission expires,
March 26th, 1966.

May 14, 1962, ENTRY ON PETITION TO SELL REAL ESTATE.
Comes now the petitioner, Otto W. Buenting, Executor of the last will and testament of Mary B. Gaeth, deceased, and files herein his verified petition to sell the real estate hereinafter described, under the last Will and Testament of said decedent, and to have the court fix the notice of sale thereof, and the petitioner, as such Executor, having heretofore filed herein an inventory and appraisement of said real estate described in said petition, taken and made in due form of law by Robert A. Zeph and Glenn L. O'Connor, two reputable and disinterested householders, residing in Marion County, Indiana, who were selected by said Executor, appraising the following described REAL ESTATE in Marion County, Indiana, owned by said decedent, Mary B. Gaeth, at the time of her death, to wit:-

Lot Numbered 43 in McCarty's Subdivision of the East part of Out Lot 120 in the City of

INDIANAPOLIS, INDIANA
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Lawyers Title Insurance Corporation

Indianapolis, the plat of which is recorded in Plat Book 2, page 86, in the Office of the Recorder of Marion County, Indiana, for the sum of \$4250.00, said real estate being the same real estate described in said petition, owned by said Mary B. Gaeth at the time of her death, which appraisement is in the words and figures following, to-wit: (Here Insert), and said petition, is now, on motion of petitioner therein, submitted to the court, and the court, having heard the evidence and being fully advised in the premises, finds for the petitioner therein that all of the allegations therein contained are true.

Probate Order Book 573 page 526.

The court further finds that, by the terms of said decedent's will, in order to enable said Executor to pay the debts and expenses of said estate, and the legacies therein, in cash, he was empowered and directed to sell and convey said decedent's real estate, wheresoever situated, and convert the same into cash; that said real estate shall be appraised by appraisers selected by said Executor and sold at private sale, and all sales shall be subject to the approval of the Probate Court of Marion County, State of Indiana; that said decedent died a resident of Marion County, State of Indiana, on March 11th, 1962, and, at the time of her death, she was the owner of the above described real estate; that said property was the Homestead of said decedent and is located at 1037 South Illinois Street, Indianapolis, Indiana; that said decedent was unmarried at the time of her death and was not survived by any husband, or any child or children, or the descendants of any deceased child or children, nor by father or mother.

The court further finds that, pursuant to said will and for the best interests of this estate, said Executor should sell and convey said real estate and convert the same into cash, as directed by said decedent's will; that said real estate should be sold at private sale, for not less than the full appraised value thereof, for cash, and to the highest and best bidder; that said real estate is not susceptible of division, or partition, and should be sold as a whole, and that said real estate should be sold subject to taxes for the year 1962, payable in 1963.

The court further finds that it is to the best interests of said estate that said Executor sell said real estate for the purposes alleged in said petition and for the payment of debts, liabilities and claims of said estate, and expenses of administration, and for the making of distribution of said estate and paying the legacies therein, pursuant to the will of said decedent.

Probate Order Book 573 page 527.

INDIANAPOLIS, INDIANA
L. M. BROWN DIVISION
Lawyers Title Insurance Corporation

It is therefore considered, ordered, adjudged and decreed by the court that the above real estate be sold by said Executor, pursuant to the power to sell said real estate under the will of said decedent, at private sale, for cash, to the highest and best bidder and for not less than the full appraised value thereof, subject to taxes for the year 1962, payable in 1963, and all taxes thereafter accruing, and said Executor is ordered and directed to give at least five days notice of the time, terms and place of sale of said real estate, by one publication in some newspaper, printed and published in the English language, in Marion County, Indiana, and of general circulation therein, giving the time, terms and place of such sale, and such sale shall be continued from day to day until said real estate is sold; that said real estate shall be sold as a whole and that said Executor make due report of his proceedings under the foregoing order, and time is given.

All of which is ordered, adjudged and decreed by the court.

- Proof of publication of notice of sale of real estate filed showing publication in The Indianapolis Commercial for one insert on May 15, 1962.

Pending.

See sub con

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WE FIND NO FURTHER CONVEYANCES

ENCUMBRANCES

-30-

MORTGAGES

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

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MECHANICS LIENS

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

Esbeck

Fidelity Union Skin

INDIANAPOLIS, INDIANA

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OLD AGE ASSISTANCE LIENS

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.

L. M. BROWN DIVISION

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SEARCH IN THE JUVENILE COURT OF MARION COUNTY, INDIANA

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.

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JUDGMENTS

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.

John F. Gaeth from June 20, 1952 to July 25, 1952, inclusive.

Mary (B.) Gaeth from June 20, 1952 to March 11, 1962, inclusive.

The Indiana National Bank of Indianapolis, Trustee from July 25, 1952 to date.

Otto (W.) Buenting, Executor of the Will of Mary B. Gaeth from March 11, 1962 to date.

None found unsatisfied.

Lawyers Title Insurance Corporation

Esbeck

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Fidelity Union Skin

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INDIANAPOLIS, INDIANA
Lawyers Title Insurance Corporation

ASSESSMENTS

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

TAXES

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Taxes for the year 1960 and prior years:
Paid in full.

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Taxes for the year 1961 assessed in the name of
Mary B. Gaeth

ASSESSED VALUATION:

Land	\$ 360.00
Improvements	\$ 960.00
Exemption	- -
Net Valuation	\$1320.00

Parcel No. 23189
General Tax Duplicate No. 355391
Indianapolis Center Township are due and payable
the first Monday in May and November 1962.

May Installment	\$59.27	Paid
Nov. Installment	\$59.27	Unpaid

record these taxes are now
FULLY PAID
L. M. BROWN TITLE DIVISION
LAWYERS TITLE INSURANCE CORP.
BY *M. E. Gaeth* 1/62

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Taxes for year 1962 became a lien March 1st and are due and payable in May and November, 1963.

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

-39-

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

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

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

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

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

Seven classes of Area Districts, Class AA, 15,000 square feet per family; Class A-1, 7,500 square feet per family; Class A-2; 4,800 square feet per family; Class A-3, 2,400 square feet per family; Class A-3, (corner Lot) 2000 square feet per family; Class A-4, 1,200 square feet per family; Class A-4 (corner Lot) 1000 square feet per family; Class A-5 600 square feet per family; Class A-5 (corner Lot) 500 square feet per family; Class A-6, 300 square feet per family.

Provided, that in Class AA, A1, and A2 districts one single family dwelling, and in Class A3 district one dwelling for two families may be erected on any lot that was separately owned as of December 20, 1922, or on any numbered lot in a recorded plat or replat that is on record in the Office of the County Recorder.

Regulations are construed to determine number of families permitted to occupy residential building in area district. No building shall be erected or used for dwelling on lot having area of less than 4800 square feet, unless such lot was separately owned or was a numbered lot of full original size on recorded plat prior to effective date of General Ordinance No. 4-1954.

Computation of Lot Area.

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

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

Restrictions on Reduction of Lot Areas.

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

Restrictions of Floor Areas in Dwelling Houses.

(General Ordinance No. 113, 1952)

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

In Class AA district 1500 square feet;

In Class A1 district 1200 square feet;

In Class A2 district 900 square feet;

In Class A3, A4, A5, or A6 district 720 square feet.

Building line and Yard Restrictions in U1 and U2 districts.

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

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

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

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

At least 15 per cent of average depth of lot shall be devoted to rear yard, up to 30 feet, (computed to center of alley.) For building other than dwelling house, least dimensions of rear yard shall be not less than $\frac{1}{2}$ of height of building. Accessory building not more than 15 feet high may occupy up to 40 per cent of rear yard area. In case of two or more family dwelling, accessory building shall be at least 25 feet from main building on interior lot or 15 feet on corner lot.

Every building used for dwelling purposes shall have front yard directly abutting on public street, with building lines, yards and areas conforming to requirements.

Garages. Private garage shall not provide storage space for more than one motor vehicle for each 2000 square feet of lot area in U1 district, or 500 square feet in U2 district.

Non-Conforming uses.

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

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

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

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

The real estate herein abstracted appears in Use District, Class **U-2** ; Height District, Class **H-1** ; and Area District, Class **A-4** ; all as shown by the district zoning map of the City of Indianapolis, and is subject to the restrictions and uses therein provided for real estate in each of said respective districts.

June 20, 1962:

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

O R D I N A N C E

-41- BE IT ORDAINED by The Marion County Council of Marion County, Indiana, that Marion County Council Ordinance No. 8-1957, as amended, be amended as follows:

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

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

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

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

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

John D. Hardin
Fred W. Nordsiek
Frank J. Billeter
Louie Moller
John A. Kitley
THE MARION COUNTY COUNCIL

DATED: MAY 31, 1960
ATTEST: Clem Smith,
AUDITOR OF MARION COUNTY, INDIANA.

ORDINANCE

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

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

(j) Restrictions of Floor Areas in Dwelling Houses.

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

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

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

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

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

(1) At least one complete side of such floor area shall be at ground level or above; and 60% or more of the exterior wall surface for such floor area (excluding that portion of the exterior wall surface enclosing any higher floor) shall be above the level of the finished lot grade; and

(2) Said exterior wall surface shall have a minimum total window area equal to 7% of such "additional floor area".

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

John A. Kitley
Albert L. Steinmeier
Josephine K. Bicket
Frank J. Billeter
John D. Hardin
THE MARION COUNTY COUNCIL

Dated July 7, 1961

Clem Smith by Mary N. Darko, Deputy

Attest: AUDITOR OF MARION COUNTY, INDIANA.

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

Be it resolved by The Metropolitan Plan Commission of Marion County, Indiana, that in order to consolidate the various existing master plans and zoning and subdivision control ordinance now in force in Marion County, Indiana, and the classified cities and towns of Marion County, Indiana, The Metropolitan Plan Commission of Marion County, Indiana, adopts all existing master plans now in force in Marion County, Indiana, and the classified cities and towns of Marion County, Indiana.

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

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

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

If such lands lie outside the corporate limits of any incorporated City or Town within Marion County, Indiana, that they be classified and zoned A-2 as that classification and zoning is defined and prescribed in the existing Marion County Master Plan Permanent Zoning Ordinance, said existing Marion County Master Plan Permanent Zoning Ordinance, being one of the aforesaid existing zoning ordinances now in force in Marion County, Indiana, which The Metropolitan Plan Commission of Marion County, Indiana, hereby recommends to The Marion County Council for adoption by it without amendment.

NOTE: Above Resolution passed by the Metropolitan Plan Commission of Marion County at its regular meeting, held March 27, 1957, and certified to the Marion County Council by the Secretary of the Metropolitan Plan Commission and adopted by said Marion County Council as Ordinance #8, 1957. Effective March 28, 1957.

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

CERTIFICATE

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 DATE OF DONATION to and including

June 20, 1962

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

44

to 32 both inclusive.

LAWYERS TITLE INSURANCE CORPORATION

L. M. BROWN TITLE DIVISION

By *M L Sullivan*



MLB
GN

Lawyers Title Insurance Corporation

L. M. BROWN DIVISION

Abstracts - Escrows - Title Insurance

150 EAST MARKET STREET - PHONE MELROSE 8-6401 - INDIANAPOLIS 4, INDIANA

457568

In The UNITED STATES DISTRICT COURT

SEARCH FOR BANKRUPTCIES

At the Request of

OTTO BUENTING, EXECUTOR OF
MARY B. GAETH ESTATE

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 20, 1962**
and all other Divisions of the State of Indiana down to and including **June 19, 1962**

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.

John F. Gaeth

Mary B. Gaeth

The Indiana National Bank of Indianapolis,

Trustee

Otto W. Buenting, Executor of the Will of

Mary B. Gaeth

LAWYERS TITLE INSURANCE CORPORATION

L. M. BROWN DIVISION

Dated **June 20, 1962**

By M. L. Sullivan

MLB
GN

1.

Continuation of Abstract of Title to Lot Number Forty Three (43) in McCarty's Subdivision of the East part of Out Lot 120 of the Donaton lands of the City of Indianapolis, the plat of which is recorded in Plat Book 2 page 86, in the office of the Recorder of Marion County, Indiana.

Prepared for Hollie A. Shideler.
Since date of June 20, 1962.

CONVEYANCES

PROBATE COURT OF MARION COUNTY

Estate Docket
E62
page 355

Mary B. Gaeth Estate
(Continuation from former Abstract)

2.

November 14, 1962 Final Report filed.
November 28, 1962 Proof of Publication of Final Notice filed.
December 10, 1962 Final Report approved returned to court for supplemental report.
Order Book 597 Page 296.
December 28, 1962 Supplemental final report filed.
December 28, 1962 Supplemental final report approved and estate closed.
Order Book 599 Page 60.
Entry on Final report recites that said estate was settled according to decedents will.
That the Inheritance Tax - assessed against said estate has been paid.
That the Gross Income Tax - assessed against said estate has been paid.
That said estate was not subject to Federal Estate Tax.
That neither decedent nor her Executor was an employer of labor as defined in the Employment Security Act.
Schedule of property filed, in determining Inheritance Tax, lists the real estate herein abstracted and shows the gross value of the estate to be \$9395.44.

INDIANAPOLIS, INDIANA
L. M. BROWN DIVISION
Lawyers Title Insurance Corporation

Estate Docket
E-62 page 355

3.

INDIANAPOLIS, INDIANA
L. M. BROWN DIVISION
Lawyers Title Insurance Corporation

PROBATE COURT OF MARION COUNTY

IN RE: Estate of
Mary B. Gaeth, deceased

(Continuation from Former Abstract)
August 1, 1962, REPORT OF SALE OF REAL ESTATE.

TO THE HONORABLE JOSEPH G. WOOD, SOLE JUDGE OF SAID COURT:-

Otto W. Buenting respectfully shows to the court that he is the duly appointed, qualified and acting Executor of the last will and testament of Mary B. Gaeth, deceased, whose estate is pending in this court.

That, by virtue of the will of said decedent, and pursuant to the order of this court herein made, authorizing and directing the sale of the real estate therein and hereinafter described, made on the 14th day of May, 1962, he gave notice on the 15th day of May, 1962, as by said order required, of the time, terms and place of such sale, by one publication in the Indianapolis Commercial, a newspaper of general circulation, printed and published in the English language, in Marion County, Indiana, and of general circulation therein; that said notice was given more than five days prior to such sale; that the time fixed and designated for such sale was the 24th day of May, 1962, and, from day to day thereafter, until sold; that a copy of the notice so published, and the proof of publication thereof, is now filed herein and made a part of this report; that this Executor sold said real estate, located in Marion County, Indiana, and described as follows, to-wit:-

Lot Numbered Forty-three (43) in McCary's Subdivision of the East part of Out Lot 120 in the City of Indianapolis, the plat of which is recorded in Plat Book 2, page 86, in the Office of the Recorder of Marion County, Indiana,

at private sale, to Hollie A. Shideler and Georgia B. Shideler, husband and wife, subject to the approval of this court, for the sum of \$4500.00 cash, subject to taxes for the year 1962, payable in May and November, 1963; that said bid was the highest and best bid received for said real estate and was more than the full appraised value thereof; that said purchasers have complied with the terms of said sale by paying to this Executor the sum of \$4500.00, in cash.

That this Executor did not, directly or indirectly acquire any beneficial interest in the real property, except as stated in this report; that this Executor has executed a deed of conveyance for said real estate to said purchasers, which deed he now brings into court and asks that the same be approved; that this Executor now also brings into court the cash payment so made by said purchasers, for the approval of this court.

INDIANAPOLIS, INDIANA
L. M. BROWN DIVISION
Lawyers Title Insurance Corporation

Wherefore, this Executor prays the court that his acts, as herein reported, be approved and confirmed, and that said sale of said real estate above described be approved; that he be ordered and directed to deliver the deed conveying said real estate to said purchasers; that he be authorized to pay any and all expenses incident to the sale of said real estate, from and out of the proceeds of said sale, and for all other orders and instructions herein as this court may deem proper and necessary.

Otto W. Buenting
As Executor of the last will
and testament of Mary B. Gaeth,
deceased.

Subscribed and sworn to, before me, this 31st day of July, 1962.
Alma M. Zeph
Notary Public.

My Commission Expires,
March 26th, 1966.

August 1, 1962, ORDER CONFIRMING SALE OF REAL ESTATE.
Comes now Otto W. Buenting, Executor of the last will and testament of Mary B. Gaeth, deceased, in person, and files herein his verified report of sale of the real estate herein and heretofore in this proceeding ordered sold under the last will and testament of Mary B. Gaeth, deceased, and as hereinafter described, together with a copy of the notice of the time, terms and place of such sale, and proof of publication thereof, which report, notice and proof of publication are in the words and figures following, to-wit:-
(Here Insert).

And the court having examined said report, notice and proof of publication, and being sufficiently advised in the premises, now finds for said Executor and that all the allegations therein contained are true; that said Executor, after giving notice more than five days before the date of such sale of the time, terms and place thereof, as required by by the order of this court, by one publication in The Indianapolis Commercial, a newspaper printed and published in the English language and of general circulation in Marion County, Indiana, and be virute of the will of the said decedent, sold said real estate in Marion County, Indiana, described as follows, to-wit:-

Lot Numbered Forty-three (43) in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis, the plat of which is recorded in Plat Book 2, page 86, in the Office of the Recorder of Marion County, Indiana.

INDIANAPOLIS, INDIANA

L. M. BROWN DIVISION

Lawyers Title Insurance Corporation

at private sale, to Hollie A. Shideler and Georgia B. Shideler, husband and wife, for the sum of \$4500.00 cash, subject to taxes for the year 1962, payable in May and November, 1963, and all taxes thereafter accruing, that being the highest and best bid received therefor and more than the full appraised value thereof; that said purchasers have in all things complied with the terms of said sale by paying, in cash, the sum of \$4500.00 to said Executor, and the court being satisfied that in the interests of said estate said sale ought to be approved, now, in all things, ratifies and confirms the same, together with the acts of said Executor, as by him reported; that said Executor did not directly or indirectly, acquire any beneficial interest in the real property, except as stated herein.

Said Executor is now ordered and directed to execute his deed conveying said real estate so sold to said purchasers, subject to taxes for the year 1962, payable in May and November, 1963, and all taxes thereafter accruing, which deed is now reported by said Executor and, being examined, is approved by the court and ordered delivered to said purchasers, and said Executor is ordered to pay any and all expenses incident to the sale of said real estate, from and out of the proceeds of said sale, and to make due accounting in time for the balance of said purchase money remaining, and this proceeding is adjudged finally disposed of.

All of which is ordered, adjudged and decreed by the court.

Order Book 582 Page 277.

Deed Record
1940 page 695
July 6, 1962
Recorded
Aug. 1, 1962
Inst. #68972

4.

The Indiana National Bank of Indianapolis, by consolidation with the Union Trust Company of Indianapolis, (effective December 30th, 1950), Trustee, (Corp. Seal)

By, Fred E. Schick
Vice-President

Attest: Perry H. O'Neal
Assistant Cashier

as such Trustee under the last will and testament of John F. Gaeth, deceased, of Marion County, State of Indiana.

to

Hollie A. Shideler and
Georgia B. Shideler,
husband and wife

Lot Numbered 43 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis, the plat of which is recorded in Plat Book 2, page 86, in the

Trustee's Deed
Revenue Stamps
Attached

INDIANAPOLIS, INDIANA
L. M. BROWN DIVISION
Lawyers Title Insurance Corporation

Office of the Recorder of Marion County, Indiana.

Subjects to all unpaid taxes.

Grantor hereby certifies that it is a national banking association, organized and existing under and by virtue of the laws of the United States of America; that its officers and directors are citizens and residents of the United States of America; that their citizenship has existed continuously since prior to April 8, 1940; that insofar as the real estate herein described is concerned, said national banking association and its officers and directors are not acting directly or indirectly in any capacity whatsoever for any foreign country or national thereof.

Instrument discloses name of person preparing same.

Deed Record
1940 page 697
Inst. #68973
July 31, 1962
Recorded
Aug. 1, 1962

Otto W. Buenting,
as Executor of the last will
and testament of Mary B. Gaeth,
deceased, as such Executor,
under and by virtue of the will
of said decedent, and be order
and approval of the Probate Court
of Marion County, Indiana, entered
in Order Book 582, page - , thereof,
of the records in said court.

Executor's Deed
Revenue Stamps
Attached

5.

to
Hollie A. Shideler and
Georgia B. Shideler,
husband and wife

Lot Numbered 43 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis, the plat of which is recorded in Plat Book 2, page 86, in the Office of the Recorder of Marion County, Indiana.

Subject to taxes for the year 1962, payable in May and November, 1963, and all subsequent taxes.

Deed contains usual citizenship clause of Grantors.

Examined and Approved In
Open Court
8/1/62

Louis A. Whitesell
Protem Judge of the Probate Court
of Marion County, Indiana

Instrument discloses name of person preparing same.

INDIANAPOLIS, INDIANA

6.

WE FIND NO FURTHER CONVEYANCES

-

ENCUMBRANCES

L. M. BROWN DIVISION

MORTGAGES

7.

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

Lawyers Title Insurance Corporation

FINANCING STATEMENTS

8.

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

INDIANAPOLIS, INDIANA
L. M. BROWN DIVISION
Lawyers Title Insurance Corporation

MECHANICS' LIENS

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

OLD AGE ASSISTANCE LIENS

10. 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

11. 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

12. 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.

The Indiana National Bank of Indianapolis, Trustee, from June 20, 1962 to August 1, 1962, inclusive.

Otto (W) Buenting Executor of the Will of Mary B. Gaeth from June 20, 1962 to August 1, 1962, inclusive.

Hollie A. Shideler and Georgia B. Shideler jointly and not individually for ten years last past.

None found unsatisfied.

ASSESSMENTS

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

INDIANAPOLIS, INDIANA
L. M. BROWN DIVISION
Lawyers Title Insurance Corporation

TAXES

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

15. Taxes for the year 1964 assessed in the name of Hollie A. and Georgia B. Shideler.

ASSESSED VALUATION:

Land	\$ 300.00
Improvements	\$ 700.00
Exemption	-----
Net Valuation	\$1000.00

Parcel No. 101-23189
General Tax Duplicate No. 348965
Indianapolis Center Township are due and payable the first Monday in May and November 1965.

May installment	\$ 46.63	unpaid
Nov. installment	\$ 46.63	unpaid

Adm of Postal by Shideler

16. Taxes for year 1965 became a lien March 1st and are due and payable in May and November, 1966.

17. We hereby certify that no variance has been granted by the Board of Zoning Appeals of the City of Indianapolis, affecting the use of the real estate described in the caption hereof, from June 20, 1962 to April 23, 1965.

CERTIFICATE

18.

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 June 20, 1962
May 24, 1965 8 AM

to and including

and covers Paragraphs No. 1 to 18
both inclusive, and Sheets No. 1

to 9 both inclusive.

LAWYERS TITLE INSURANCE CORPORATION

L. M. BROWN DIVISION

By

M L Sullivan



Lawyers Title Insurance Corporation

L. M. BROWN DIVISION

Abstracts - Escrows - Title Insurance

140 EAST WASHINGTON STREET - PHONE MELROSE 8-6401 - INDIANAPOLIS 4, INDIANA

471075

In The UNITED STATES DISTRICT COURT

SEARCH FOR
BANKRUPTCIES

At the Request of

Hollie A. Shideler

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 May 24, 1965 8 AM and all other Divisions of the State of Indiana down to and including May 20, 1965 8 AM

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.

The Indiana National Bank of Indianapolis , Trustee

Otto (W) Buenting
Executor of the will of Mary B. Gaeth

Hollie A. Shideler
Georgia B. Shideler

LAWYERS TITLE INSURANCE CORPORATION

L. M. BROWN DIVISION

Dated May 24, 1965 8 AM

By M L Sullivan

JJ

CONDITIONAL SALES CONTRACT

THIS AGREEMENT made and entered into by and between **Hollie A. Shideler and Georgia B. Shideler husband and wife.**
hereinafter referred to as the seller, and **Enoch Van Horn and Effie Van Horn**
husband and wife
hereinafter referred to as the buyer, WITNESSETH:

That if the buyer shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the seller hereby covenants and agrees to convey and assure to buyer, who hereby agrees to purchase, in fee simple, clear of any encumbrances whatsoever except as hereinafter expressed, by good and sufficient deed of general warranty the real estate situated in the County of Marion, State of Indiana, known as **1037 So. Illinois St. Indianapolis, Indiana** and more particularly described as follows, to-wit:

Lot Number Forty Three <43> in McCarty's Subdivision of the East part of Out Lot 120 of the Donation lands of the City of Indianapolis, the plat of which is recorded in Plat Book 2 page 86, in the Office of the Recorder of Marion County, Indiana.

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

As purchase price of said described real estate, said buyer hereby covenants and agrees to pay to seller the sum of **six thousand five hundred dollars** Dollars (\$ **6,500**) 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 dollars** 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 **sixty-eight dollars** Dollars (\$ **68.00**) each and every month hereafter until the remainder of purchase price, principal and interest, has been paid in full. The first payment shall be made on or before the **6th** day of **Oct**, 19**62**, at **230 East Ohio St** in the city of Indianapolis, Indiana, and like payments shall be made on or before the same day of each succeeding month.

It is understood and agreed that the deferred payments on the balance of said purchase price shall bear interest at the rate of **six and one half** per cent (**6½** %) per annum, same to be computed semi-annually on January 1 and July 1 upon the sum unpaid at the beginning of such six months period. The amount so found due as interest charge each six months as hereinbefore mentioned shall be deducted from the amount of aggregate monthly payments made during the preceding six months period and the balance remaining of such monthly payments shall then be credited on the principal still due.

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

It is further understood and agreed between the parties hereto as follows: That the buyer will assume and pay the taxes on said real estate beginning with the installment due and payable **May 1963** and all installments subsequent thereto, and all assessments for municipal and other improvements completed after this date, also, any taxes assessed on this instrument, and will keep improvements on said real estate insured against loss from fire and tornado, said insurance to be carried in a responsible company to be approved by the seller in a sum not less than the balance due on this contract, all policies to be delivered to and retained by seller during the continuance of this contract, by paying each month to the seller a sum amounting to the monthly pro rate amount due on the insurance premiums. The buyer also agrees to pay to seller each month a sum amounting to one-twelfth of the annual taxes and any assessment payable by the buyer.

That possession of said real estate shall be given the buyer on **closing date**

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

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

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

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

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

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

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

Further payments may be made at any time in any amount above the regular monthly payment.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this **6th** day of **Sept**

19 **62**
Hollie A. Shideler (Seal) **Effie Van Horn** (Seal)
Hollie A. Shideler (Seal) **Enoch Van Horn** (Seal)
Georgia B. Shideler (Seal) **Enoch Van Horn** (Seal)
Georgia B. Shideler (Seal) **Enoch Van Horn** (Seal)

CONDITIONAL SALES CONTRACT

THIS AGREEMENT made and entered into by and between **Hollie A. Shideler** and **Georgia B. Shideler husband and wife**, hereinafter referred to as the seller, and **Enoch Van Horn and Effie Van Horn husband and wife**, hereinafter referred to as the buyer, WITNESSETH:

That if the buyer shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the seller hereby covenants and agrees to convey and assure to buyer, who hereby agrees to purchase, in fee simple, clear of any encumbrances whatsoever except as hereinafter expressed, by good and sufficient deed of general warranty the real estate situated in the County of Marion, State of Indiana, known as **1037 So. Illinois St. Indianapolis, Indiana** and more particularly described as follows, to-wit:

Lot Number Forty Three <43> in McCarty's Subdivision of the East part of Out Lot 120 of the Donation lands of the City of Indianapolis, the plat of which is recorded in Plat Book 2 page 86, in the Office of the Recorder of Marion County, Indiana.

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

As purchase price of said described real estate, said buyer hereby covenants and agrees to pay to seller the sum of **six thousand five hundred dollars** Dollars (\$ **6,500**) 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 dollars** 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 **sixty-eight dollars** Dollars (\$ **68.00**) each and every month hereafter until the remainder of purchase price, principal and interest, has been paid in full. The first payment shall be made on or before the **6th** day of **Oct**, 19**62**, at **230 East Ohio St** in the city of Indianapolis, Indiana, and like payments shall be made on or before the same day of each succeeding month.

It is understood and agreed that the deferred payments on the balance of said purchase price shall bear interest at the rate of **six and one half** per cent (**6½** %) per annum, same to be computed semi-annually on January 1 and July 1 upon the sum unpaid at the beginning of such six months period. The amount so found due as interest charge each six months as hereinbefore mentioned shall be deducted from the amount of aggregate monthly payments made during the preceding six months period and the balance remaining of such monthly payments shall then be credited on the principal still due.

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

It is further understood and agreed between the parties hereto as follows: That the buyer will assume and pay the taxes on said real estate beginning with the installment due and payable **May 1963** and all installments subsequent thereto, and all assessments for municipal and other improvements completed after this date, also, any taxes assessed on this instrument, and will keep improvements on said real estate insured against loss from fire and tornado, said insurance to be carried in a responsible company to be approved by the seller in a sum not less than the balance due on this contract, all policies to be delivered to and retained by seller during the continuance of this contract, by paying each month to the seller a sum amounting to the monthly pro rate amount due on the insurance premiums. The buyer also agrees to pay to seller each month a sum amounting to one-twelfth of the annual taxes and any assessment payable by the buyer.

That possession of said real estate shall be given the buyer on **closing date**

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

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

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

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

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

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

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

Further payments may be made at any time in any amount above the regular **monthly payment.**

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this **6th** day of **Sept**

19 **62**
Hollie A. Shideler (Seal)
Hollie A. Shideler (Seal)
Georgia B. Shideler (Seal)
Georgia B. Shideler (Seal)

Effie Van Horn (Seal)
Effie Van Horn (Seal)
Enoch Van Horn (Seal)
Enoch Van Horn (Seal)