

WARRANTY DEED

Project 1-70-3(52)
Code 0536
Parcel 385

Wife

This Indenture Witnesseth, That *MARY LOUISE COOY (UNMARRIED ADULT WOMAN)*
VELMER S. GOSSER (ADULT HUSBAND) *SARAH L. GOSSER (ADULT WIFE CONTRACT BUYER)*
of *MARION* County, in the State of *INDIANA* Convey and Warranty to

the STATE OF INDIANA for and in consideration of *FIVE THOUSAND, TWO HUNDRED*
DOLLARS AND NO CENTS ———— (*\$5200.00*) ———— Dollars,

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

LOT 38 IN JACOB KLINGENSMITH JR'S. CORRECTED SUBDIVISION OF LOT 1 IN OUT LOT 128 OF THE DONATION
LANDS OF THE CITY OF INDIANAPOLIS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 27, IN THE OFFICE
OF THE RECORDER OF MARION COUNTY, INDIANA.

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



RECEIVED FOR RECORD
1967 DEC 13 AM 8:31
MARCIA M. HAWTHORNE
RECORDER OF MARION COUNTY

DULY ENTERED
FOR TAXATION

Paid by Warrant No. *A-183721*

091910 DEC 13 '67

Dated *12-01-1967*

John T. Sutton
COUNTY AUDITOR

Land and improvements \$ *5200.00*; Damages \$ *0*; Total consideration \$ *5200.00*

WNB
9-26-67

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 *MARY LOUISE COOY (UNMARRIED ADULT WOMAN FEEL OWNER)*
VELMER S. GOSSER (ADULT HUSBAND CONTRACT BUYER)
SARAH L. GOSSER (ADULT WIFE CONTRACT BUYER)
have hereunto set their hands and seal, this *21st* day of *AUG* 19*67*

Mary Louise Cooy (Seal) *Velmer S. Gosser* (Seal)
MARY LOUISE COOY (UNMARRIED ADULT WOMAN) (FEEL OWNER) (Seal) *VELMER S. GOSSER (ADULT HUSBAND CONTRACT BUYER)* (Seal)
(Seal) *Sarah L. Gosser* (Seal)
SARAH L. GOSSER (ADULT WIFE CONTRACT BUYER) (Seal)

JAF 12-13-66 67 61801 This Instrument Prepared by *John W. Brassant* Attorney *W* *1967*

WARRANTY DEED

FROM

TO

STATE OF INDIANA

Received for record this

day of 19

at o'clock m, and

Recorded in Book No. page

Recorder County

Endorsed NOT TAXABLE this

day of 19

Auditor County

Division of Land Acquisition
Indiana State Highway Commission

96

My Commission expires

Witness my hand and official seal.

the day of 19

above named and duly acknowledged the execution of the above release

Personally appeared before me

County of

State of

ss:

67-61801

(Seal)

(Seal)

(Seal)

(Seal)

action, this day of 19

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

My Commission expires 7-28-71 Notary Public

edged the same to be This voluntary act and deed, for the uses and purposes herein mentioned.

Grantors in the above conveyance, and acknowl-

day of A. D. 1967, personally appeared the within named May Louise Goy (nee Curran) Velmer S. and Sarah L. Gossard (Gossard)

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd

STATE OF INDIANA, My Commission expires

edged the same to be I have hereunto subscribed my name and affixed my official seal.

Grantor in the above conveyance, and acknowl-

day of A. D. 19, personally appeared the within named

Before me, the undersigned, a Notary Public in and for said County and State, this

STATE OF INDIANA, My Commission expires

edged the same to be I have hereunto subscribed my name and affixed my official seal.

Grantor in the above conveyance, and acknowl-

day of A. D. 19, personally appeared the within named

Before me, the undersigned, a Notary Public in and for said County and State, this

STATE OF INDIANA, My Commission expires

Notary Public

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 — 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46209

November 9, 1967 19

To

Velmer and Sarah Gosser

City

GENTLEMEN:

We enclose State Warrant No. A-179390 11-3-19.67
 in settlement of the following vouchers: 68-206

Description	Amount
For <u>Relocation Expense</u> on State Road No. <u>49</u> in <u>Marion</u> County, Project <u>I-70-3(52)</u> Parcel No. <u>385</u> as per Grant/Warranty Deed, Dated <u>9-13-67</u>	\$208 00

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By Velmer S. GosserDate 12/14/67

INDIANA STATE HIGHWAY COMMISSION

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

Dec. 8

1967

To Mary Louise Cody
 Velmer S. & Sarah L. Gosser
 3155 Dawson Street
 Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-183721 12-1 1967
 in settlement of the following vouchers:

Transmittal #68-270

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>385</u> as per Grant/Warranty Deed, Dated <u>8-21-67</u>	\$5200 00

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By

By

Mary Louise Cody
Velmer S. Gosser
Sarah L. Gosser

Date

December 12, 1967

CONTROL

APPRAISAL REVIEW FORM

Division of Land Acquisition
Indiana State Highway Commission

Project I-70-3(52)
Parcel No. 385
Road I-70
County MARION
Owner MARY LOUISE COOY
Address 3155 DAWSON ST. INDIALS.
Address of Appraised Property:
920 S. MISSOURI

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. ✓
- 2. Planning and Detail Maps were supplied appraisers. ADJ. ACQ.
- 3. The three approaches required (Income, Market Data, and Cost Replacement) were considered. ✓
- 4. Necessary photos are enclosed. ✓
- 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. ✓
- 6. Plats drawn by the appraisers are attached. ✓
- 7. I have personally inspected the Plans. ADJ. ACQ.
- 8. I have personally inspected the site and familiarized myself with the parcel on... 6/5/67
- 9. The computations of this parcel have been checked and reviewed. ✓
- 10. The appraiser has complied with the Indiana State Highway Commission instructional outline and/or good appraisal practices. ✓

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 6/5/67 (Date):

Estimate of Appraisers:

	By: <u>R. YORK</u>	By:	Approved By Reviewer
(a) The fair market value of the entire property before the taking is:	\$ <u>5,200⁰⁰</u>	\$	\$ <u>5,200⁰⁰</u>
(b) The fair market value of the property after the taking, assuming the completion of the improvement is:	\$ <u>-0-</u>	\$	\$ <u>-0-</u>
The Total Value of Taking Is: (a minus b) TOTAL	\$ <u>5,200⁰⁰</u>	\$	\$ <u>5,200⁰⁰</u>
(1) Land and/or improvements	\$ <u>5,200⁰⁰</u>	\$	\$ <u>5,200⁰⁰</u>
(2) Damages	\$ <u>-0-</u>	\$	\$ <u>-0-</u>
(3) Less non-compensable items	\$ <u>-0-</u>	\$	\$ <u>-0-</u>
(4) Estimated Total Compensation	\$ <u>5,200⁰⁰</u>	\$	\$ <u>5,200⁰⁰</u>

Approved	Date	Signed
<u>Admng. Dir.</u>	<u>6/8/67</u>	<u>John L. Bragg</u>
Rev. Appr.		<u>Robert C. Bommer</u>
Asst. or Chief Appr.	<u>6/13/67</u>	<u>Fred W. Whaley</u>

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

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. 5-70-3(52)

BUYER'S REPORT NUMBER: 7 COUNTY Marion PARCEL NO. 385

NAME & ADDRESS OF OWNER Mary Louise Cady
3155 Dawson St. PHONE # 784-9667

NAME & ADDRESS OF PERSON CONTACTED _____
PHONE # _____

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

DATE ASSIGNED 8-15-67 DATE OF CONTACT 9-22-67

OFFER \$ 9200⁰⁰ TIME OF CONTACT mail

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: Receipts Received the copy of the
pd tax receipt.

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

Distribution Made

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

Kurt Wm. Seelman
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. J-70-3(52)

BUYER'S REPORT NUMBER: 6 COUNTY Marian PARCEL NO. 385

NAME & ADDRESS OF OWNER Mary Louise Cady
3155 Dawson St. PHONE # 784-9667

NAME & ADDRESS OF PERSON CONTACTED _____

PHONE # _____

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

DATE ASSIGNED 8-15-67 DATE OF CONTACT 9-19-67

OFFER \$ 5200⁰⁰ TIME OF CONTACT 12:00

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

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

REMARKS:

Called Mrs. Cady to find out about
pd tax receipts, she said that she would
check on them and make a copy for
me then mail them right a-way.
I thanked her.

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

(1) Other, awaiting what? pd tax receipt by mail

Distribution Made

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

Kurt M. Walker
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I-70-3(52)

BUYER'S REPORT NUMBER: 5 COUNTY Marion PARCEL NO. 385

NAME & ADDRESS OF OWNER Mary Louise Cody
3155 Dawson Street PHONE # 784-9667

NAME & ADDRESS OF PERSON CONTACTED Volmer and Sarah L. Gossin
920 South Missouri Street PHONE # 639-1800

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

DATE ASSIGNED 8-5-67 DATE OF CONTACT 8-22-67

OFFER \$ 5200.00 TIME OF CONTACT 12:00

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. Checked abstract with owner? 2. Any affidavits taken?
- 3. Any mortgage(s)? 4. Any other liens, judgements, etc.?
- 5. Showed plans, explained take, made offer, etc.?
- 6. Explained about retention of buildings, etc.? 7. Any being retained?
- 8. Walked over property with owner? (or with whom? _____)
- 9. Arranged for owner to pay taxes? (Explain how in remarks)
- 10. Secured Right of Entry? 11. Secured Driveway Right of Entry?
- 12. Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. Waivers, were any secured? 15. Filled out RAAP Form?

REMARKS: Met with the Gossins and Mrs. Cody
explained that the the State of Indiana will
assume responsibility of the 1967 taxes which
are due and payable in 1968.
They both signed the Deed's Claim Register
and Receipt of Warranty Deed and completed the
transaction.

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? Bought Awaiting Paid Tax Receipts.

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

Thank
You

Kurt W. Walder
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I-70-3(52)

BUYER'S REPORT NUMBER: 4 COUNTY MARION PARCEL NO. 385

NAME & ADDRESS OF OWNER Mary Louise Coody
3155 Dawson St. PHONE # 784-9667

NAME & ADDRESS OF PERSON CONTACTED _____
920 South Missouri (Subject Property) PHONE # _____
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 8-15-67 DATE OF CONTACT 8-21-67

OFFER \$ _____ TIME OF CONTACT 7:00

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. Yes Checked abstract with owner? 2. No Any affidavits taken?
3. No Any mortgage(s)? 4. No Any other liens, judgements, etc.?
5. Yes Showed plans, explained take, made offer, etc.?
6. Yes Explained about retention of buildings, etc.? 7. No Any being retained?
8. No Walked over property with owner? (or with whom? _____)
9. Yes Arranged for owner to pay taxes? (Explain how in remarks)
10. No Secured Right of Entry? 11. Yes Secured Driveway Right of Entry?
12. Yes Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. Yes Was 180 Day Notice Letter delivered or mailed to all parties?
14. No Waivers, were any secured? 15. No Filled out RAAP Form?

REMARKS: Met with Mrs Coody checked abstract and explained retention of buildings, explained how roads are built and designed. Told her about Chapter 316 Act of 1967. I told her that the offer was firm and that the Gossens had accepted the offer. The taxes would be worked out between Mrs Coody & the Gossens. I gave the firm offer to her. She accepted the offer and graphed about her 1967 tax tapes. Told her I would check on this and have a answer for her. 8-22-67 at the Gossens house.

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? 12:00 Medical Services at 12:00

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify
[Signature] [Signature]
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO I-70-3(52)

BUYER'S REPORT NUMBER: 3 COUNTY Maion PARCEL NO. 385

NAME & ADDRESS OF OWNER Mary Louise Cody
3155 Dawson Street PHONE # 784-9667

NAME & ADDRESS OF PERSON CONTACTED Velmer S. Gosser
920 South Missouri PHONE # 139-1800
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 18/15/67 DATE OF CONTACT 8-17-67

OFFER \$ \$5200⁰⁰ TIME OF CONTACT 1:10

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. yes Checked abstract with owner? 2. no Any affidavits taken?
- 3. yes Any mortgage(s)? 4. no Any other liens, judgements, etc.?
- 5. no Showed plans, explained take, made offer, etc.?
- 6. yes Explained about retention of buildings, etc.? 7. no Any being retained?
- 8. no Walked over property with owner? (or with whom? _____)
- 9. yes Arranged for owner to pay taxes? (Explain how in remarks)
- 10. no Secured Right of Entry? 11. NA Secured Driveway Right of Entry?
- 12. no Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. yes Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. no Waivers, were any secured? 15. no Filled out RAAP Form?

REMARKS: Met with Mrs. Gosser explained about retention of buildings they said that they did not want to keep the buildings. Checked abstract it was OK asked about the Taxes they said that they would get together with Mrs. Cody on this. Filled out the relocation papers and had them signed. Gave firm offer letter and explained the method of appraisal. They accepted the offer and said they would wait for Mrs. Cody's decision.

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? Appointment with Mrs. Cody.

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

K. W. Waldor
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO I-70-3(52)

BUYER'S REPORT NUMBER: 2 COUNTY Marion PARCEL NO. 385

NAME & ADDRESS OF OWNER May Louise Cady
3155 Dawson St. PHONE # 784-9667

NAME & ADDRESS OF PERSON CONTACTED Velmer S. Gosper
920 S. Missouri PHONE # 639-1800

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

DATE ASSIGNED 8-15-67 DATE OF CONTACT 8-17-67

OFFER \$ _____ TIME OF CONTACT 10:45

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
- 3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
- 5. _____ Showed plans, explained take, made offer, etc.?
- 6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
- 8. _____ Walked over property with owner? (or with whom? _____)
- 9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
- 10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
- 12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Called Mrs. Gosper she explained
that her husband would be home at
12:00 so if I would stop by about 1:00
I could see them.

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

() Other, awaiting what? 1:00 Appointment

Distribution Made

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

Karl W. Walker
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I-70-3(52)

BUYER'S REPORT NUMBER: 1 COUNTY Marion PARCEL NO. 385

NAME & ADDRESS OF OWNER Mary Louise Cady
3155 Dawson St. PHONE # 784-9667

NAME & ADDRESS OF PERSON CONTACTED _____
PHONE # _____

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

DATE ASSIGNED 8-15-67 DATE OF CONTACT 8-17-67

OFFER \$ _____ TIME OF CONTACT 9:40

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. Checked abstract with owner? 2. Any affidavits taken?
- 3. Any mortgage(s)? 4. Any other liens, judgements, etc.?
- 5. Showed plans, explained take, made offer, etc.?
- 6. Explained about retention of buildings, etc.? 7. Any being retained?
- 8. Walked over property with owner? (or with whom? _____)
- 9. Arranged for owner to pay taxes? (Explain how in remarks)
- 10. Secured Right of Entry? 11. Secured Driveway Right of Entry?
- 12. Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. Waivers, were any secured? 15. Filled out RAAP Form?

REMARKS: Called Mrs. Cady's residence No Answer.
Called A.C. E. Freight where she is employed
and made an appointment for Mon. 8-21-67
at 7:00 P.M.

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

() Other, awaiting what? Appointment

Distribution Made

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

[Signature]
(Signature)

INTERIM CERTIFICATE OF TITLE
Pioneer National Title Insurance Company
 Union Title Division

S.R. I-70	PROJECT I-70-3 (52)	COUNTY Marion	PNTIC # 66-13892-S
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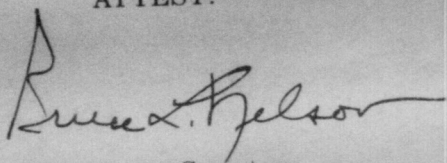
Name on Plans Mary Louise Cody

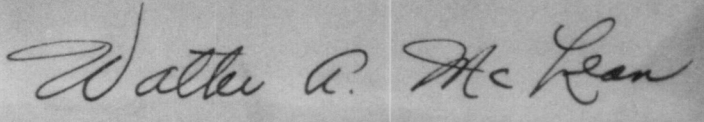
Name of Fee Owner Mary Louise Cody

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation with its principal Indiana Office in the City of Indianapolis, in consideration of premium paid, hereby certifies that a search of the records from November 14, 1966 8 A.M. to and including September 26, 1967 8A.M. reveals no changes as to the real estate described under PNTIC # 66-13892-0 except:

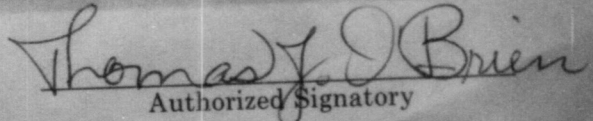
1. Taxes for 19 66 payable 19 67 in name of Mary Louise Cody
 Duplicate # 1045683 Parcel # 1032717 Township I-Center Code # 1-01
 May \$ 45.40 (paid) (~~unpaid~~); November \$ 45.40 (paid) (~~unpaid~~)
 Taxes for 19 67 payable 19 68 now a lien.

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

ATTEST:

 Assistant Secretary

PIONEER NATIONAL TITLE INSURANCE COMPANY

 Vice President

Countersigned and validated as of the 2nd day of October, 19 67.


 Authorized Signatory
 THOMAS J. O'BRIEN

GUARANTY OF TITLE

385

Pioneer National Title Insurance Company
Union Title Division

S.R.	PROJECT	COUNTY	PNTIC #
I-70	I-70-3(52)	Marion	66-13892-0

Names on Plans Mary Louise Cody

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation with its principal Indiana Office in the City of Indianapolis, in consideration of premium paid, hereby guarantees that as of the 14th day of November, 19 66, 8 A.M.

Mary Louise Cody
c/o Mary Louise Cody
2006 N. Pennsylvania Street
Indianapolis, Indiana

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

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

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

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

ATTEST:

PIONEER NATIONAL TITLE INSURANCE COMPANY

Bruce A. Nelson
Assistant Secretary

Walter A. McLean
Vice President

Countersigned and validated as of the 30th day of Nov., 19 66.

James I. Wright
Authorized Signatory
James I. Wright
Attorney

SCHEDULE "A"

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

Lot 38 in Jacob Klingensmith Jr's. corrected Subdivision of Lot 1 in Out Lot 128 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 3, page 27, in the office of the Recorder of Marion County, Indiana.

The Record Owner or Owners disclosed above acquired title by

Deed from Irvan R. Holley and Minnie E. Holley, husband and wife, dated September 15, 1947, recorded September 17, 1947, in Deed Record 1273, page 557, Inst. #51936. (U.S.R. \$1.65) and Deed from Bessie Cody, unmarried and of legal age, dated October 10, 1957, recorded October 10, 1957, in Deed Record 1681, page 5, Instr. #62665. (U.S.R. \$.55)

SCHEDULE "B"

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

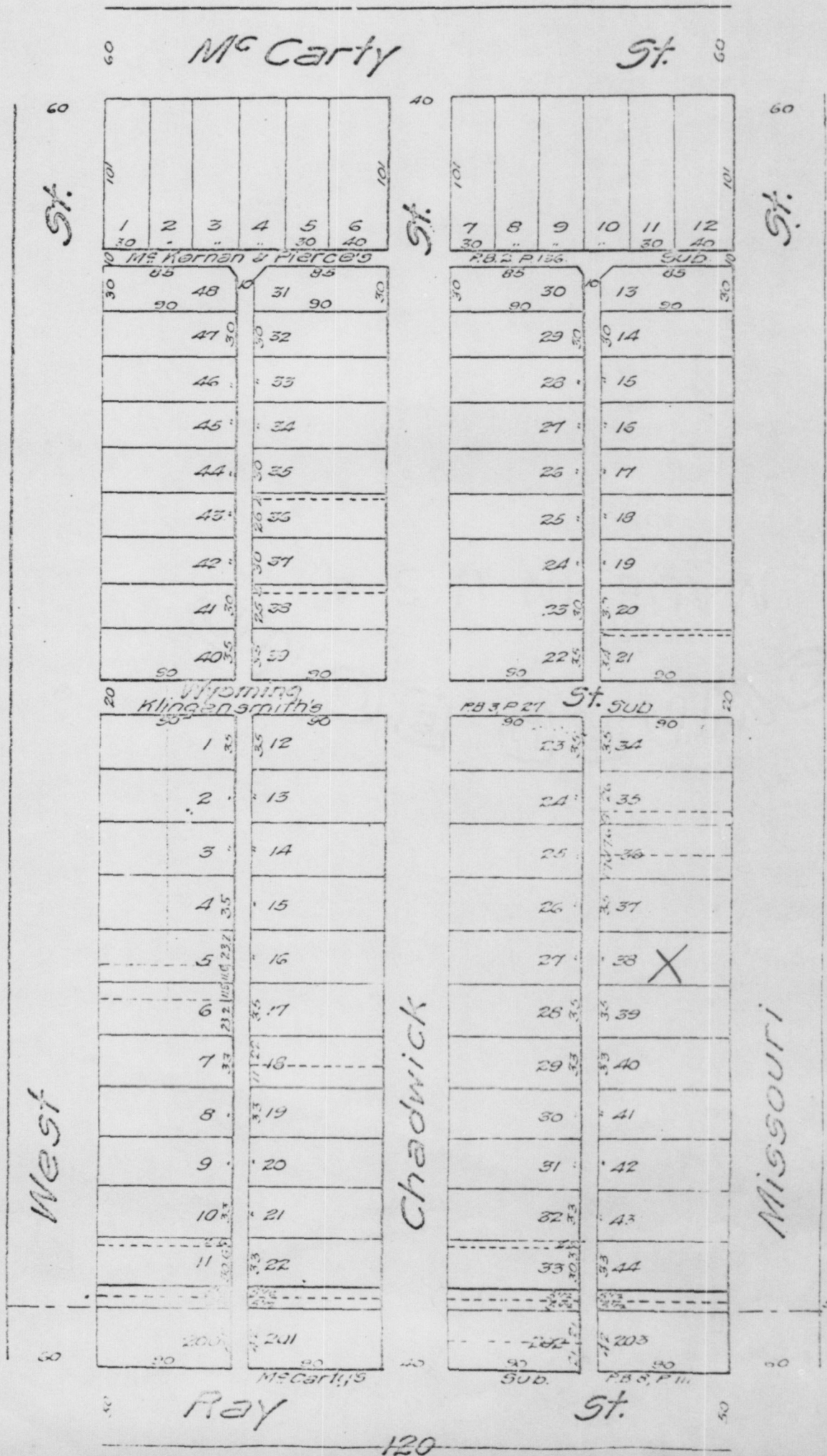
1. the rights of parties in possession
2. matters that might be disclosed by an accurate survey
3. statutory liens for labor or materials unless filed of record
4. ordinances, laws or regulations enacted by governmental authority

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

5. Taxes for 19 65 payable 19 66 in name of Bessie and Spicer M. Cody
Duplicate # 6017600 Parcel # 1032717 Township I-Center Code # 1-01
May \$ 42.37 (paid) ~~(unpaid)~~; November \$ 42.37 ~~(paid)~~ (unpaid)
Taxes for 19 66 payable 19 67 now a lien.
Assessed Valuation:
Land \$280.00 Improvements \$610.00 Exemptions (None)

W. Pt. O.L. 128 & N. Pt. O.L. 120.

28-2



No. 321103

ABSTRACT OF TITLE

TO

-1-

Lot 38 in J. Klingensmith Jr's. Corrected Subdivision of Lot 1 in Out Lot 128 of the Donation Lands to the City of Indianapolis, as per plat thereof, recorded in Plat Book 3, page 27, in the office of the Recorder of Marion County, Indiana.

Prepared for MARY LOUISE AND BESSIE CADY

BY

OFFICERS
WILLIS N. COVAL
CHAIRMAN OF THE BOARD
ALBERT M. BRISTOR
PRESIDENT
H. E. STONECIPHER
SECRETARY
G. W. THOMPSON
TREASURER
VERN E. BUNDRIDGE
MANAGER

UNION TITLE COMPANY

INCORPORATED

CAPITAL STOCK \$1,000,000.00

ABSTRACTS OF TITLE, TITLE INSURANCE, ESCROWS

155 EAST MARKET STREET — MARKET 2361-5

Indianapolis, Indiana

DIRECTORS
EDWARD ADOLAY
ALBERT M. BRISTOR
ARTHUR F. BROMLEY
ARTHUR V. BROWN
VERN E. BUNDRIDGE
WILLIS N. COVAL
LINTON A. COX
GEORGE S. ELLIOTT
GEORGE C. FORREY, JR.
FRANK P. HUSE
JOHN K. PARRY
GEORGE SADLER
TIMOTHY P. SEXTON
GEORGE W. SHYDER
H. E. STONECIPHER
LEO P. WELCH

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

(OVER)

INDIAN CLAIMS. The original possessory title to said lands was held by the Indians. The Weas, Delawares, Miamis, and Kickapoos were the only tribes recognized as having substantial rights, and their claims were extinguished by cessions dated October 2, 3 and 6, 1818, and July 30, 1819.—7 U. S. Statutes at Large, pp. 185, 186, 188, 189, and 200.

TERRITORIAL GOVERNMENT. The maintenance of a government, in the Territory of the United States Northwest of the River Ohio, was provided for by a series of Resolutions of April 23, 1784. By authority of an Ordinance of Congress, July 13, 1787, Indiana Territory was organized May 7, 1800.

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

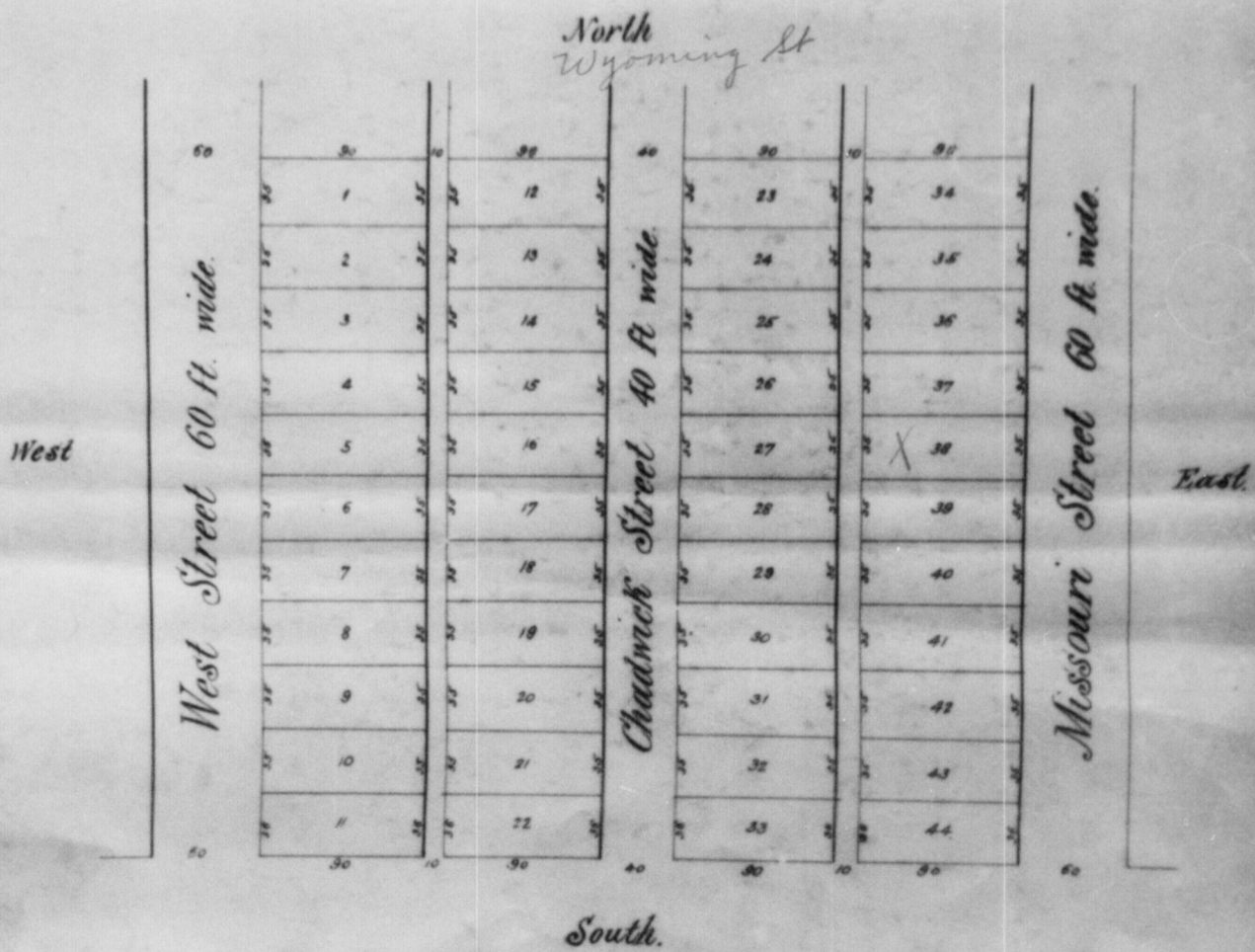
ORGANIZATION OF COUNTY. Marion County lands were included within the boundaries of Delaware County, organized January 20, 1820, Acts 1820, p. 95. Marion County was organized December 31, 1821, Acts 1821-2, p. 135. The boundary lines of Marion County were corrected and established January 7, 1824, Acts 1824, p. 52.

CITY OF INDIANAPOLIS. By act of Congress, approved April 19, 1816, hereinbefore mentioned, four sections of land were granted to the State, "for the purpose of fixing their seat of Government thereon," which grant was accepted by the Territorial Convention, by Ordinance of June 29, 1816, R. S. 1824, p. 33. By act of Congress, approved March 3, 1819, it was provided that instead of 4 sections, "Any contiguous quarter sections, fractions, or parts of sections, not to exceed in the whole the quantity contained in 4 entire sections," were to be selected under the direction of the Legislature. 3 U. S. Statutes at Large, p. 516. By Act, approved January 11, 1820, Commissioners were appointed by the General Assembly to select and locate a seat for the permanent seat of Government of the State of Indiana. Acts 1819, p. 18. Commissioners reported, June 7, 1820, selection of sections 1 and 12 east and west fractional sections, numbered 2, east fractional section numbered 11, and so much of the east part of west fractional section numbered 3, to be set off by a North and South line as will complete 4 entire sections, or 2,560 acres in Township 15 North, Range 3 East of the Second Principal Meridian. House Journal 1820-1821, p. 25. According to the returns of the United States Surveyors, section 1 contains 658.20, section 2, 611.53, section 12, 640 acres, and section 11, on the east side of White River, 448.20 acres, leaving 202.07 acres to be taken out of section 3. The Act approved January 6, 1821, approved the selection of the above described land, provided for the appointment of three Commissioners, to lay out a town on such part of the land selected, as they deemed most proper, provided for the sale of lots, the appointment of agents and authorized the execution of certificates and deeds by said agents. Said act further provided, "that said town shall be called, and known by the name of Indianapolis." Acts 1820, p. 44. The original survey of the town, as made in the year 1821, included within North, South, East and West streets, embracing squares 1 to 101 inc., which were all divided into in-lots. By Act approved November 28, 1821, the acts and proceedings of the commissioners were legalized. Acts 1821-2, p. 18. By Act, approved January 3, 1822, it was provided that the agent lay off in lots from 5 to 20 acres, the fraction of land lying west of the west fork of White River, opposite Indianapolis, and which is within the Donation. Said Agent was authorized to sell any part of the unappropriated Donation, not exceeding 2 acres, to any person or persons, for the purpose of making bricks for the improvement of the town. Acts 1821-2, p. 129. A square tract of 2 acres was platted and sold as a brick yard and designated "H" on the map. By act, approved January 20, 1824, Indianapolis was adopted and established as the permanent seat of Government, upon, from, and after the 2nd Monday in January, 1825. Acts 1824, p. 10. The Act, approved January 31, 1824, authorized the Agent to lay out on the North and South sides of the town plat, 20 out-lots of the same size as the squares in said town plat, and to offer said out-lots for sale. Acts 1824, p. 88. By the Act, approved February 12, 1825, the Agent was required to lay off one more tier of out-lots on the North and South sides of the said town, of the same size and dimensions of the 20 out-lots provided for in the foregoing Act. Acts 1825, p. 3. An Act, approved January 26, 1827, authorized the Agent to sell a quantity of ground not exceeding 7 acres, on White River and adjoining thereto, either above, or below the Ferry, on said river, to be by said Agent laid off and surveyed, in such form and manner as in his opinion will best answer the purpose designed; which piece of land shall be sold for the purpose of affording a site for the erection of a steam mill, etc. Acts 1827, p. 3. This tract is designated "Steam Mill" on the map. By an Act, approved January 26, 1827, all the alleys passing through squares 1 to 20 inc., 80, 84, 85 and 90 to 101 inc., were vacated and the Agent was granted authority to divide squares 80, 84 and 85. Acts 1827, p. 5. Within the surveys, including that necessitated by the Act of 1827, the streets are 90 feet wide, except Washington, which is 120 feet, and Circle, which is 80. The alleys are 30 and 15 feet wide, each of the regular squares are 420 feet, including the alleys, and contain 4 4-100 acres. The lots in the regular squares are 67 feet 6 inches in front, and 195 feet in depth where they abut on 30-foot alleys; where they abut on 15-foot alleys, they are 65 feet in front and 202 feet and 6 inches in depth. By Act, approved February 9, 1831, the Agent was required to cause the lands around the Town of Indianapolis, belonging to the State, to be accurately surveyed and divided into lots, according to the plan designated on the plat presented by the said Agent, and cause the corners and boundaries thereof to be distinctly marked and numbered. Acts 1830-1, p. 82. A "Map of Indianapolis and Its Environs" as originally drawn by B. F. Morris, surveyor, was filed by E. Sharpe, Agent, July 5, 1831, in the Recorder's office of Marion County. A verified copy of the same is now of record in said office.

In the Survey of the Remaining part of the Donation, authorized by the law of 1831, the lines of the original survey of the town are assumed as having been run according to the true Meridian, and the lines on the east side of White River are run with the same bearing upon the assumption the variation of the needle indicated at this time, by the instrument used is 3 degrees, 25 minutes, east. The lines on the west side of the River are run at a variation of 5 degrees, 30 minutes, as corresponding more exactly with the congressional surveys. Washington street is continued west to the River and east with the National Road, to the Boundary of the Donation, 120 feet wide. The National Road, after leaving Washington street, is 80 feet wide. The Michigan Road is 100 feet. The continuation of Kentucky, Massachusetts, Virginia, New Jersey, north, and Delaware, Pennsylvania, Meridian and Illinois streets, south, are respectively 80 feet wide; the Fort Wayne, Madison and Bluff Roads are severally 80 feet wide. The continuation of Market and New York streets, east, North street, west, and the Lafayette Road are severally 60 feet wide. Water street is 99 feet wide, between the River and lots 135, 136, 139, and the South end of 145; at the North end of 145 it is 118 feet wide. The Act of February 2, 1841, appointed the State Librarian ex officio Agent of State, and made such officer custodian of all books and papers of every description, relating to the affairs of the Town of Indianapolis. Acts 1841, p. 114. By Act of January 15, 1844, all books, papers and maps were placed in the custody of the Auditor of State and said act further provided: "All final or partial payments of lots in Indianapolis shall hereafter be made to the State Treasurer, upon the statement of the Auditor and the final certificate of the Auditor of State shall authorize the Secretary of State to issue a patent therefor." Acts 1844, p. 103.

SCHOOL LANDS. By the proposition on the part of the United States, offered in the Enabling Act, approved April 19, 1816, which when accepted, as hereinbefore noted, became obligatory, every section numbered 16, in every township, in Marion County, was granted to the inhabitants of such township, for the use of Schools. 3 U. S. Statutes at Large, p. 290. R. S. 1824, p. 33. By Acts, approved January 31, 1831, the Congressional Townships were constituted bodies corporate. By the Act of 1824, the lands were vested in such corporation. By an Act of Congress, approved May 24, 1828, the Legislature of the State of Indiana was authorized to sell and convey in fee simple, after complying with certain provisions, all or any part of the lands heretofore reserved and appropriated by Congress for the use of the schools within said state. 4 U. S. Statutes at Large, p. 298. Provisions for the sale of such lands, and authority for certain officers to execute deeds were provided, by the Acts of 1829, 1831, 1843, 1852 and 1865. R. S. 1824, p. 379; Acts 1829, p. 120; R. S. 1831, p. 463; R. S. 1843; Article 13, R. S. 1852, p. 450; Acts 1865, p. 16.

J. KLINGENSMITH, Jr. SUB. OUT LOT 128
 PLAT BOOK 3 PAGE 24



284839

Land Record
N page 153
May 1, 1835
Recorded
Dec. 30, 1841

Ebenezer Sharpe, Agent of
the State of Indiana, for
the Town of Indianapolis,
(signs E. Sharpe - - - -)

Agent's Deed

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to
James Van Blaricum, his
heirs and assigns.

Out Lot 128 containing 17, 72/100 acres in the
Town of Indianapolis, in the State of Indiana.

Out Lot 121 containing 24, 12/100 acres in the
Town of Indianapolis, in the State of Indiana.

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James Van Blaricum died testate September 3rd, 1858.

Will Record
C page 142
Probated
Sept. 3, 1858

LAST WILL AND TESTAMENT OF JAMES VAN BLARICUM, DECEASED.

I, James Van Blaricum of Indianapolis, Indiana,
do make and publish this my last will and testament
hereby revoking all wills by me heretofore made.

First: I give and bequeath to my beloved wife,
Keren Van Blaricum two promissory notes of \$500.00
each of Osgood and Smith, being the notes of Osgood
and Smith first due.

2nd. Out of the residue of my personal estate,
except my household goods, I direct that my debts
be paid so far as the same will go to liquidate them.

3rd. If my personal estate should prove insuffic-
ient to pay my debts and funeral expenses after
taking out said notes bequeathed my wife, my ex-
ecutors or the survivors of them or any administra-
tor of my estate with the will annexed is authorized
and empowered to sell a sufficiency of my real estate
to pay the residue of such debts and expenses and any
other charge on my estate created by this will or
otherwise and to make deed to the purchasers there-
of as I might do if living and as some of said real
estate is encumbered by mortgage I authorize such

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mortgaged premises to be sold subject to the mortgages or sold entire leaving the mortgages to be paid out of the purchase money or otherwise as may be most advisable.

4th. Until the final settlement of my estate the rents arising from my real estate shall belong to my Executors or other personal representatives and they are authorized to take possession of the same and control them and receive the rents therefor as fully as I might if living and out of such rents until my estate is finally settled by said wife shall receive a comfortable support to be paid her by my personal representatives and the residue shall be applied to the payment of my debts etc., as aforesaid.

5th. After the payment of all the liabilities above specified one half of my real estate remaining unsold I bequeath in fee simple to my said wife.

6th. I bequeath to my son William Van Blaricum \$100.00 in money to be paid by my executors when in their discretion it can be done without interfering with the payment of the liabilities above provided for.

7. I have advanced to my daughter Elizabeth Bates about \$3,000.00 and to my son George about the same amount and something to my daughter, Francis Harrison the amount to be ascertained by my executors. And I direct that out of the residue of my real estate after setting apart one half to my wife and after the payment of all my debts and other legacies said Francis shall receive enough to make her advances equal to those of George and Elizabeth as aforesaid, and I have deeded a part of a lot to my daughter Viola and I direct that she receive in like manner from the residue of my real estate amount sufficient to make her allowance equal to those of Elizabeth, George and Francis, and then the residue shall be equally divided between said Elizabeth, Frances, George and Viola, and in case of death of either of them, then to the heirs of such deceased child the share of its parent would take under this article of my will.

8th. I empower my Executor or the survivors of them to execute all necessary deeds for real estate, which I have sold and given title bonds for deeds.

9th. In case there should remain surplus of my personal estate after the payment of all liabilities against it, I bequeath the same to my children George and Viola Van Blaricum, Elizabeth Bates and Francis Harrison, to be divided among them equally.

10th. I hereby appoint Edwin A. Beck and William N. Jackson of Indianapolis, my executors and request of them to accept said trust.

284839

11th. My household goods and books etc., I bequeath absolutely to my said wife Kerin Van Blaricum.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of August, 1858.

James Van Blaricum

The foregoing will was signed by James Van Blaricum in our presence this 18th day of August, 1858, and we hereunto subscribe our names as witnesses thereto in the presence of said testator and of each other.

William H. Jones
Edward M. Lawrence
H. C. Newcomb

IN THE COMMON PLEAS COURT OF MARION COUNTY

Complete Record
16 pages 591 & 715
Complete Record
18 page 582

IN THE MATTER OF THE ESTATE OF JAMES VAN BLARICUM, DECEASED.

September 20, 1858, William N. Jackson qualified as Executor of the Estate of James Van Blaricum, deceased.

December 17, 1858. William Wallace appointed Executor of the Estate of James Van Blaricum, deceased.

July 1, 1863. Estate settled.
See Order Book 13 page 351.

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Town Lot Record
10 page 411
March 17, 1860
Recorded
June 19, 1860

William J. Wallace, Sheriff
of Marion County, Indiana
to
William Wallace

Sheriff's Deed

The undivided half of the following described real estate in said city of Indianapolis, begins at the northwest corner of Out Lot 121; thence running east in a south line of McCarty Street 1, 70/100 chains to the center of the Canal, thence southeastwardly with the center of the Canal 12, 95/100

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chains to the south line of said out lot, thence west 6, 61/100 chains to the southwest corner of said Out Lot; thence west along the south line of Out Lot 128, 6 chains; thence north parallel with West Street 12 chains to the north line of said Out Lot 128, thence east along the south line of McCarty Street, 6, 23/100 chains to the place of beginning, containing 12, 31/100 acres; being 7, 33/100 acres in Out Lot 128 and 4, 95/100 acres in Out Lot 121 in the City of Indianapolis.

Also, so much of Out Lot 128 in the City of Indianapolis, described as follows, to-wit:

Commencing at a point 6, 23/100 chains west of the north east corner of said - - Lot 128, thence running south 12 chains; thence west 8, 54/100 chains to a stake at the Southwest corner of said Out Lot; thence north along West Street 12 chains to the North West corner of said Out Lot, thence east 8, 54/100 chains to the place of beginning, containing 10, 25/100 acres.

On a judgment rendered September 23, 1859, in the Marion Circuit Court, William J. Van Blaricum vs. William J. Van Blaricum and Keren Van Blaricum and a judgment rendered November 12, 1859, in the Marion Circuit Court, Isaac Coffing vs. James V. B. Harrison and George Van Blaricum.

And a judgment rendered January 6, 1860, in the Common Pleas Court, William J. Van Blaricum vs. William J. Van Blaricum and Keren Van Blaricum.

And a judgment rendered February 15, 1860 in the Common Pleas Court, George Tomlinson vs. William J. Van Blaricum and Keren Van Blaricum and a judgment rendered February 16, 1860 in the Common Pleas Court, Isaac Coffin vs. Keren Van Blaricum. The full amount of said five judgments being \$3,143.00 and costs.

Five several writs of execution issued. Said writs duly received and Sheriff levied said writs February 18, 1860 on above described real estate.

Above described real estate sold at public auction March 17, 1860 to William Wallace.

Town Lot Record
10 page 438
April 16, 1860
Recorded
June 27, 1860

Keren Van Blaricum, - - -
to
William Wallace

Special Warranty Deed

The undivided half of the following described real estate. Beginning on the north west corner of Out Lot 121; thence running east on the south line of McCarty Street 1, 70/100 chains to the center of the Canal; thence southeastwardly with the

center of the canal, 12, 95/100 chains to the south line of said Out Lot; thence west 6, 51/100 chains to the southwest corner of said Out Lot; thence west along the south line of Out Lot 128, 6 chains; thence North parallel with West Street 12 chains to the north line of said Out Lot 128; thence east along the south line of McCarty Street, 6, 23/100 chains to the place of beginning, containing 12, 31/100 acres, being 7, 33/100 acres in Out Lot 128 and 4, 95/100 acres in Out Lot 121 in said City.

Also so much of Out Lot 128 in the City of Indianapolis, described as follows, to wit:

Commencing at a point 6, 23/100 chains west of the northeast corner of said Out Lot 128, thence running south 12 chains, thence running west 8, 54/100 chains to a stake at the southwest corner of said Out Lot; thence running north along West Street 12 chains to the northwest corner of said Out Lot; thence running east 8, 54/100 chains to the place of beginning, containing 10, 25/100 acres.

This deed is intended to convey all interest of the said Keren Van Blaricum as widow and legatee of James Van Blaricum, deceased, in and to said real estate and recently purchased by said Wallace of the Sheriff of Marion County on divers executions against her and others. It is further understood that the Warranty does not extend to such of said real estate as shall be required to pay debts of said James Van Blaricum, deceased, by Administrator of his estate.

Town Lot Record
282 page 94
Jan. 23, 1896
Recorded
Jan. 24, 1896

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STATE OF INDIANA, MARION COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 23rd day of January, 1896, personally appeared Joseph T. Elliott, who after being duly sworn deposes and saith that he was well acquainted with Mrs. Keren Van Blaricum, the widow of James Van Blaricum and one of the heirs of the following described real estate, to wit:

Lot 18 in Out lot 14 in Van Blaricum's Sub-division of said Out Lot which was sold by the Sheriff of William Wallace on the 17th day of March, 1860, and at the time said conveyance was made the said Keren Van Blaricum was an unmarried person and remained so until her death.

Joseph T. Elliott

Subscribed and sworn to this 23rd day of January, 1896.

Witness my hand and notarial seal.

Benjamin F. Goodhart (LS)
Notary Public

IN THE COMMON PLEAS COURT OF MARION COUNTY

Cause #687
Complaint filed
June 11, 1863

Keren Van Blaricum, et al

-vs-

William Van Blaricum, et al

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Keren Van Blaricum, Mary F. Harrison and John B. Harrison (with whom the said Mary F. is intermarried), George Van Blaricum, Viola R. L. Chadwick, and Levi N. Chadwick (with whom said Viola R. L. is intermarried), plaintiffs complain of William Van Blaricum and Elizabeth J. Norman, James H. McKernan and Winslow S. Pierce, defendants and say that on the - - - - 185-, James Van Blaricum departed this life leaving his last will and testament which has been duly probated. That said Keren is the widow of said testator and said Mary F., George, Viola R. L., William and Elizabeth are children and heirs at law of said testator who are also of full age, except said viola. That said Elizabeth J., is intermarried with one James Norman, but the said Elizabeth and James live apart and a suit for divorce is now pending against said James.

That said James Van Blaricum died seized in fee of the following described real estate, all of Out Lot 128 in the City of Indianapolis, containing 17.58 acres. All of Out Lot 121 lying West of the Central Canal in the City of Indianapolis, containing 4.98 acres.

Plaintiff avers that the debts and charges under said will have been paid. Defendants filed written appearance. William Wallace, Administrator with the will annexed of James Van Blaricum filed petition to be made defendant.

That George Van Blaricum, J. B. Harrison, the husband of Francis Harrison, became largely indebted to certain parties by notes and Keren Van Blaricum became endorsed thereon upon which judgments were rendered against said parties. Execution issued and the interest of said Keren levied and advertised to be sold; that the said Wallace, at the written request of the oldest heirs borrowed the money of Isaiah Mansur and paid said indebtedness to be reimbursed out of any money that might come to his hands as such Administrator, that said Wallace purchased the interest of said Keren Van Blaricum at said Sheriff's sale as a further indemnity and security for the advancement of said money; that afterwards he re-imbursed himself out of the money realized from the sale of certain real estate of said James Van Blaricum, deceased, and that he now only holds said interest of said Keren Van Blaricum in trust and upon the proper allowance of said advancements of money by said Wallace as such Administrator, said deed should be set aside and declared null and void.

Your petitioner shows the amount so advanced by him with interest is \$4563.67. Recites charges against the said defendants. Said petitioner made a defendant herein.

Court orders in as much as said Wallace, holds the legal title to the interest of said Keren Van Blaricum in certain real estate sold at Sheriff's sale and conveyed to said Wallace, that he, the said Wallace, do within 30 days execute to said Keren Van Blaricum, a deed of release for the real estate aforesaid.

It is therefore by agreement of the said parties ordered by the court that the commissioners hereinafter named shall take an account of the several sums so advanced and paid as aforesaid, by said Wallace and shall estimate the value of the advancement charged in said will and subject to the charges against the several parties named shall make partition of the premises described in the partition to wit:

All of Out Lot 128 in said City of Indianapolis, containing 17.58 acres; also, all that part of Out Lot 121, lying West of the Central Canal of said City of Indianapolis, containing 4.98 acres, and that said partition be made according to this decree.

David S. Beaty, David V. Cully and Lazarus B. Wilson, appointed Commissioners to make partition. Commissioners file report.

Report that they subdivided said Out Lot 128 into four lots numbered the same lots 1, 2, 3 and 4 have platted the same as shown by the plat therewith presented and duly acknowledged and submitted to the Court for approval.

And they set off and assign to said William Van Blaricum Lot 2 of said Out Lot 128 and they set off and assign to said Elizabeth J. Norman, lot 4 of Out Lot 128; and they set off and assign to said Mary F. Harrison, Lot 3 in Out Lot 128. And they set off and assign to said Viola R. L. Chadwick, lot 1 of said Out Lot 128.

And they set off and assign to said George Van Blaricum the west part of Out Lot 121 containing 4.98 acres (said tract designated in the plat attached to said report lot 5.)

Report approved.

(NOTE: For full preceedings in the above Cause see Complete Record 16 page 715, and for Transcript of Commissioners Report see Town Lot Record 17 page 451. Also see Plat in Plat Book 2 page 108.)

284839

Town Lot Record
22 page 402
Jan. 11, 1865
Recorded
Jan. 11, 1865

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WHEREAS, by a deed executed by the Sheriff of Marion County to me, there was conveyed to me a certain real estate in Marion County, State of Indiana, then belonging to the heirs of James Van Blaricum, deceased.

Now these presents witnesseth: That the said conveyance was only intended to secure and indemnify me for large sums of money advanced for the estate of said James Van Blaricum and especially for the widow and heirs of said deceased, all of which has since been fully adjusted and said deed and trust fully cancelled, set aside and declared null and void.

Proceedings for partition among the heirs of said James Van Blaricum in the Court of Common Pleas of Marion County in consideration of which I hereby quit claim and convey all my right, title claim, interest or demand in and to each and every parcel of said real estate belonging to said heirs of James - - - Blaricum or to their assigns.

IN WITNESS WHEREOF, I hereto set my hand and seal this 11th day of January, 1865.

William Wallace

Town Lot Record
282 page 93
Jan. 23, 1896
Recorded
Jan. 24, 1896

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Indianapolis, Indiana
Jan. 17, 1896

E. C. Atkins & Co.
City
Gentlemen:-

Your letter of January 14, requesting me to make a certificate as to whether Mr. William Wallace was a married man on January 11, 1865 has been received. At that time Mr. William Wallace was a married man, and I presume this deed must have been executed by him in the capacity of a trustee of some kind. If it relates to any property that was owned by the Van Blaricums, I think Mr. Wallace was Administrator of that estate.

The Mrs. Wallace who was his wife on January 11, 1865, died on the 31st day of August, 1866. Mr. Wallace was unmarried for nearly two years when he married Miss Sarah Jameson who is now his widow. This certificate will explain what you desire and clear up the title for the simple reason that the Mrs. Wallace, who was the wife on the date you refer to did not survive her husband and therefore any conveyance made by him in which she did not join conveyed

284839

the entire interest in the property as it was vested in Mr. Wallace at the time.

Yours with respect,
John S. Duncan

STATE OF INDIANA, MARION COUNTY, SS:

Before me, Abram Wagner, a Notary Public in and for Marion County, Indiana, came John S. Duncan, who being duly sworn says that the facts set forth in the attached letter, signed by him on the 17th day of January, 1896 are true as he verily believes.

Subscribed and sworn to this 23rd day of January, 1896.

Abram Wagner (LS)
Notary Public

IN THE COMMON PLEAS COURT OF MARION COUNTY

Guardian's Docket
2 page 176

IN THE MATTER OF THE GUARDIANSHIP OF VIOLA R. L. CHADWICK.

October 6, 1863. Levi W. Chadwick was appointed and qualified as guardian of Viola R. L. Chadwick, a minor, aged 18 years.

See Order Book 13 page 373.

September 14, 1877, report filed showing death of ward. Report approved and guardianship closed.

See Order Book 45 page 65 (Circuit Court.)

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Plat Book
2 page 142
Oct. 3, 1864
Recorded
Oct. 10, 1864

VIOLA R. L. CHADWICK'S SUBDIVISION of Lot 1 in Van Blaricums Heirs Subdivision of Out Lots 123. This is a subdivision of Lot 1 in Out Lot 128, in the City of Indianapolis, as subdivided by David V. Gulley, David S. Beaty and Lazarus B. Wilson, Commissioners appointed by the Court of Common Pleas, of Marion County, Indiana in a cause wherein Keren Van Blaricum et al are plaintiffs and William Van Blaricum et al are defendants at the June term thereof, 1863 (See Plat recorded in Plat Book 2 page 107) into 44 lots. The size of the lots are

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284839

marked in feet and inches and we hereby dedicate the streets and alleys to the public use.

Witness our hands and seals the 3rd day of October 1864.

Levi W. Chadwick

Viola Chadwick

STATE OF INDIANA, MARION COUNTY RECORDER'S OFFICE,
TOWIT:

Before me William J. Elliott, Recorder in and for said County this 3rd day of October 1864 Levi W. Chadwick and Viola Chadwick, his wife acknowledged the execution of the above plat.

Witness my hand and official seal at the City of Indianapolis this 3rd day of October 1864.

William J. Elliott (LS)

R. M. Co.

IN THE COMMON PLEAS COURT OF MARION COUNTY

IN THE MATTER OF THE GUARDIANSHIP OF VIOLA R. L. CHADWICK, MINOR HEIR OF JAMES VANBLARICUM, DECEASED.

Levi W. Chadwick, Guardian of Viola R. L. Chadwick, show to the Court.

That the said Viola is the owner in fee of lot 1 in Out Lot 128 in the City of Indianapolis, Marion County, Indiana.

That the said real estate is entirely unimproved and yields to the estate of said minor no revenue whatever and is entirely unproductive, and the taxes thereon amount to a large sum per annum, viz: Thirty nine dollars, and that improvements cannot be placed thereon by the said guardian or ward, for want of money, the personal property of said minor not exceeding two hundred dollars, and the real property owned by her being unimproved and unproductive.

That the money to be derived from the sale of the real estate herein, described can be much better invested in improving the property of said ward so as to cause it to yield sufficient revenue to pay taxes state, city, and county, as well as the assessments made from time to time for street improvements by the City of Indianapolis.

Petitioner further shows that it would be beneficial to the estate of said minor to sell the real estate aforesaid and reinvest the proceeds of such sale.

The amount and value of the personal estate of said ward is two hundred dollars, and the character of the same is wearing apparel and ornaments, and that no other personal estate has come to the knowledge of petitioner.

Sale of Real
Estate Docket
1 page 273
Cause #12
Petition filed
Oct. 20, 1864
Complete Record
18 page 382

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The disposition made of said estate is the personal and necessary use thereof by the said wards.

That there is no personal estate dependent upon the settlement of any estate, or the execution of any trust.

The total value of the real estate owned by said ward is about five thousand dollars but yields no annual income or revenue whatever.

There is no rent whatever received from said wards estate.

The proposed manner of reinvesting in proceeds of said sale is by building on and improving the real estate of said minor in order to make it yield income and revenue sufficient to pay taxes and assessments, levied against the said real estate.

Petitioner further shows that there are charges, liens and incumbrances upon the real estate of said minor towit:

Taxes amounting to about \$55.

Street assessments amounting
to about --

The said ward is about nineteen years of age and is now residing in the County aforesaid with this petitioner.

Petitioner show that the liens, incumbrances, aforesaid cannot be paid or discharged unless said real estate herein mentioned and described be sold and that it is necessary to sell said real estate to pay said liens. Petitioner further shows that it would be for the advantage, and benefit of said minor's estate to sell the same at private sale.

Wherefore petitioner prays that said real estate towit:

Lot 1 in Out Lot 128 in said City of Indianapolis, may be ordered to be sold at private sale.

Levi W. Chadwick, Guardian

The Court appointed John B. Stumph and Edmund Clark appraisers to appraise said real estate.

October 20, 1864, Oath of appraisers filed
Report of appraisers filed showing that said Lot 1 was appraised at \$3450.00.

Bond filed in double the amount of the appraisal and approved by the Court October 20, 1864.

Comes now Levi W. Chadwick, Guardian of the said Viola R. L. Chadwick and files his petition, duly verified, for the sale of certain real estate of his said wards which petition is in the words and figures following towit (here insert) and the Court appoints John B. Stumph, Edmund Clark, appraisers, and the said appraisers having been duly qualified, now file their report, in the words and figures following towit (here insert) and the said

guardian now files his bond with sufficient surety, properly conditioned, payable to the State of Indiana and in a penalty double the amount of the appraised value of the said real estate, which bond is as follows towit (here insert) which the Court approves.

And the Court being advised in the premises and being satisfied of the propriety of selling said real estate does order that said real estate described as follows, towit: "Lot number one, in Out Lot one hundred and twenty eight of the City of Indianapolis, being the lot set apart to said ward by the commissioners appointed to make partition of the real estate of the heirs of James Van Blaricum deceased", be sold at private sale for a sum not less than the appraised value. That the sale be made upon the following terms, towit: One thousand dollars cash, and the remainder of the purchase money shall be payable twenty five months after date of sale.

To secure the deferred payment, the purchaser shall execute his promissory note, and secure the same by a mortgage on the above described real estate, payable twenty five months after date of sale, with interest, and without relief from valuation or appraisement laws.

The said guardian shall cause notice to be given of the time of sale, by publication for three successive weeks in a newspaper of general circulation, published in the City of Indianapolis, and also by posting up written or printed notices in five public places in the City of Indianapolis, Center Township, Marion County, Indiana.

See Order Book 16 page 50.

November 12, 1864, Proof of publication of notice of sale of real estate filed showing that said notice was published in the Indianapolis Daily Gazette for three weeks successively, the first of which publications was on October, 20, 1864 and the last on November 10, 1864.

Proof of posting of notice of sale of real estate also filed showing that said notice was posted October 20, 1864 in more than 10 public places in the City of Indianapolis, Marion County, Indiana.

November 12, 1864. Levi W. Chadwick, guardian of Viola R. L. Chadwick, respectfully reports:

That he caused notice of time of sale of the real estate of said ward towit: Lot one in Out Lot one hundred and twenty eight (128) of the City of Indianapolis to be given by publication for three weeks successively in newspaper of general circulation, printed in the County of Marion and also by posting up in ten public places printed notices copies of which together with the affidavit of the publisher and that of Stephen Smith who posted said notices are herewith filed.

That pursuant to the order of Court hereinbefore made the undersigned did on the 11th day of November 1864 sell the aforesaid real estate to Jacob Klingensmith for the price and sum of thrity five hundred dollars, being more than the appraised value thereof, and no one offering more, one thousand dollars of which the said purchaser paid cash in hand and executed and delivered to the undersigned his note secured by mortgage on the aforesaid premises, for Twenty five hundred dollars payable twenty five months after date, with interest and without relief from valuation or appraisement laws, being the amount of unpaid purchase money which note and mortgage the undersigned now here produces in Court.

The undersigned therefore asks that this Court approve said sale and that Byron K. Elliott be appointed a commissioner to make and execute a deed to said purchaser for the real estate aforesaid.

Levi W. Chadwick
Guardian

Subscribed and sworn to in open court this 12 day of November 1864.

Wm. Wallace, Clerk

The Court having inspected said report, proof adduced, and the securities produced, finds that said real estate, towit: Lot one in Out Lot one hundred and twenty eight, City of Indianapolis, was regularly and duly sold, pursuant to the order of sale herein, to Jacob Klingensmith Junior, for more than the appraised value thereof, and the Court fully approves and confirms said sale and appoints Byron K. Elliott, a commissioner to execute and deliver a conveyance to the purchaser.

Comes now Byron K. Elliott, Commissioner hereinbefore appointed by the Court and reports that he has executed to Jacob Klingensmith Junior a deed for the real estate aforesaid towit:

Lot 1 in Out Lot one hundred and twenty eight of the City of Indianapolis, and the Court having examined said deed approves and confirms the same and orders that it be delivered to Jacob Klingensmith Jr. as evidence of his title.

See Order Book 16 page 143.

NOTE: The mortgage above referred to is recorded in Mortgage Record RR page 339 and was duly entered satisfied of record on July 8, 1868.

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Town Lot Record
22 page 325
Nov. 11, 1864
Recorded
Nov. 26, 1864

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Byron K. Elliott,
Commissioner by order
of the Court of Common
Pleas, of Marion County
Indiana, in petition of Levi
W. Chadwick, guardian of
Viola R. L. Chadwick, minor
heir of James VanBlaricum,
deceased, entered in Order
Book 16 page 143

Commissioner's Deed

to
Jacob Klingensmith, Jr.
Lot 1 in Out Lot 128 in the City of Indiana-
polis, for the sum of \$3500.00.

Examined, approved and confirmed this 12th
day of Nov. 1864 in open Court.

Chas. A. Ray, Judge C. C. P.

Town Lot Record
22 page 324
Nov. 11, 1864
Recorded
Nov. 26, 1864

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Levi W. Chadwick, and
Viola R. L. Chadwick,
his wife,

Quit Claim Deed

to
Jacob Klingensmith, Jr.

Lot 1 in Out Lot 128 of the City of Indianapolis
said real estate is inherited by said Viola from
her father, James Van Blaricum deceased, and was
set apart to her by Commissioners appointed to make
partition of the real estate of Van Blaricum heirs.

J. KLINGENSMITH JR'S. SUBDIVISION OF INDIANAPOLIS.

Plat Book
3 page 24
Sept. 27, 1865
Recorded
Oct. 11, 1865

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J. Klingensmith Jr's. Subdivision of Out Lot 128
in Subdivision by D. V. Cully et als Commissioners,
etc. This is a subdivision of lot 1 Out Lot 128
in the City of Indianapolis as subdivided by David
V. Cully, David S. Beaty and Lazarus B. Wilson,
Commissioners appointed by the Court of Common Pleas
of Marion County, Indiana, in a cause wherein Keren
Van Blaricum et al were plaintiffs and William Van-

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Blaricum et al were defendants at the June Term thereof 1863 (See Plat recorded in Plat Book 2 page 107) into 44 lots. The size of the lots is marked in feet and inches. I hereby dedicate the streets and alleys to the public use. A subdivision of this lot 1 Out Lot 128 was made by Viola R. L. Chadwick with her husband Oct. 3, 1864 see Plat Book 2 page 142, but at that time she being a minor, no lots in said subdivision were sold but on application to said Common Pleas Court an order was granted to sell all of said lot 1 in said Commissioners Subdivision of said Out Lot 128 and was on the 11th day of Nov. 1864 conveyed by B. K. Elliott a Commissioner etc. to Jacob Klingensmith Jr. See Town Lot Record 22 page 325 and hence this plat is made and recorded which is in all respects just like the Chadwick plat except dates.

Witness my hand and seal this 27th day of Sept. 1865.

Jacob Klingensmith, Jr.
STATE OF INDIANA, MARION COUNTY RECORDER'S OFFICE,
TOWIT:

Before me, William J. Elliott, Recorder of said County this 27th day of Sept. 1865 Jacob Klingensmith, Jr. acknowledged execution of the above plat.

Witness my hand and seal this 27th day of September 1865.

William J. Elliott, (LS)
Recorder of Marion County

J. KLINGENSMITH JR'S. CORRECTED SUBDIVISION,
INDIANAPOLIS.

Jacob Klingensmith Jr's Corrected Subdivision of lot 1 in Out Lot 128 in the City of Indianapolis, as Subdivided by David V. Gully, David S. Beaty and Lazarus B. Wilson, Commissioners appointed by the Court of Common Pleas of Marion County, Indiana, in a cause wherein Keren Van Blaricum et al were plaintiffs and William Van Blaricum et al were defendants at the June Term thereof 1863. See Plat recorded in Plat Book 2 page 107 into 44 lots. The size of the lots is given in feet and inches I hereby dedicate the streets and alleys to the public use.

Plat Book
3 page 27
Nov. 14, 1865
Recorded
Nov. 14, 1865

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The correction in this plat consists in this. That the plat recorded on the 11th day of October 1865 in Plat Book 3 page 24 begins on the south end 15 feet to far south and this plat begins at the proper point on the south making same change in the width of the lots but no change however in the number of the lots and leaving in this plat an alley on the south end of the lot herein subdivided which is not in the above mentioned plat. This plat is to take the place of the Chadwick Plat recorded October 10, 1864 in Plat Book 2 page 142 and the Klingensmith Plat recorded October 11, 1865 in Plat Book 3 page 24.

Witness my hand this 14th day of November, 1865.

Jacob Klingensmith, Jr.

STATE OF INDIANA, MARION COUNTY RECORDER'S OFFICE,
TOWIT:

Before me, William J. Elliott, Recorder of said County this 14th day of November, 1865, Jacob Klingensmith Jr. acknowledged the execution of the above plat.

Witness my hand and Official Seal.

William J. Elliott (LS)
R. M. Co.

Town Lot Record
34 page 50
Sept. 6, 1867
Recorded
Sept. 14, 1867

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J. T. Wright
Auditor Marion County

Tax Deed

to
Samuel Delzell

Out Lot 128 (except Lots 2, 3 and 4) of Vanblaricum's
Subdivision, Indianapolis.

(Also other real estate).

Sold February 6, 1865 in the name of William
Wallace for the non payment of taxes, costs and
charges for the years 1863 and 1864.

Town Lot Record
39 page 128
Sept. 14, 1868
Recorded
May 1, 1869

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Jacob Klingensmith, Jr. and
Susanna Klingensmith,

Quit Claim Deed

his wife

to

Thomas J. Burns

Lots 37, 38 and 39 in Jacob Klingensmith (Jrs.)
Corrected Subdivision of Lot 1 in Out Lot 128 in the
City of Indianapolis, Indiana.

Mortgage Record
2 page 132
Oct. 2, 1867
Recorded
Oct. 2, 1867

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Israel Klingensmith, -
Jacob Klingensmith and
Susan Klingensmith, his wife,
to

Mortgage

Thomas J. Burns
Lots 36, 37, 38, 39, 40, 41, 42 & 43 in
Jacob Klingensmith Jr. Corrected Subdivision of
Lot 1 in Out Lot 128 in the City of Indianapolis,
as subdivided by David Cully, David Beatty and
Lazarus B. Wilson, Commissioners appointed by the
Court of Common Pleas of Marion County, Indiana.

To secure the payment of one note of even
date for \$1470.00 due six months after date.

(Note: Above Mortgage satisfied by Clerk of Court
August 23, 1877. Also satisfied by lapse of time on
September 13, 1923).

IN THE MARION CIVIL CIRCUIT COURT

Cause 3010
Complaint filed
April 18, 1868
Complete Record
22 page 117

-22-

Thomas J. Burns
vs.
Israel Klingensmith,
Jacob Klingensmith,
Susana Klingensmith,
Samuel Delzell,
Susan Morrison,
Squire Morrison,
Levi W. Chadwick,
Viola R. L. Chadwick,
Napoleon B. Taylor,
Frederick Rand,
Reginald Hall,
Marcus Simpson,
Administrator of
Estate of Valentine
Simpson, decd.
Martha A. Simpson,
John Sloan,
William I. Woolen,
Augustus D. Wood,
John S. Bechtel,
Polly Bechtel, Charles A.
Scott, Francis M. Churchman,
Stoughton A. Fletcher, Mary
Reed, James H. McKernan,
Winslow S. Pierce, Abram Hartman,
Christian Spiegel, Frederick Thoms,
Henry Frank, Citizens National Bank,
William J. Wallace, Administrator of
R. L. Walpole, William C. Smock, and
William E. Featherston, Administrator
of George Anderson, deceased.

Suit instituted to foreclose a certain Mortgage

321103

recorded in Mortgage Record 2, page 132, in the office of the Recorder of Marion County, Indiana

May 14, 1868. Cause dismissed as to defendants Levi W. Chadwick, Viola R. L. Chadwick, his wife, Marcus Simpson, Admr. of Estate of Valentine Simpson decd. Martha A. Simpson, Charles A. Scott and Mary Reed.

May 14, 1868. Judgment and Decree. Defendants called and defaulted. Finding for plaintiff on complaint; judgment rendered against said defendants Israel Klingensmith and Jacob Klingensmith for \$1561.03 and costs, and decree entered for foreclosure of plaintiff's mortgage and sale of said mortgaged premises, all without relief from valuation and appraisement laws.

Order Book - page -.

Copy of said judgment and decree issued and came to hand of Sheriff May 21, 1868. Sheriff's return recites that he advertised said real estate by giving due and legal notice of the time and place of sale for at least twenty days next before the day of sale by posting notices in three public places in Center Township and one at the Court House door, and by publication for three weeks successively in The Indiana State Journal, a weekly newspaper of general circulation in the City of Indianapolis. Said sale was set for the 20th day of June 1868, at which time he first exposed to sale the rents and profits for a term not exceeding seven years of said real estate and receiving no bid therefor he offered at public auction the fee simple of said real estate, and sold the same to Thomas J. Burns for the sum of \$1667.74 and returned said writ satisfied. Certificate of sale issued to said purchaser.

Execution Docket K page 594.

Town Lot Record
40 page 1
June 23, 1869
Recorded
July 3, 1869

Geo. W. Parker
Sheriff of Marion
County, Indiana

Sheriff's Deed

to
Thomas J. Burns

Lot 38 (with other lots) in Jacob Klingensmith Jr. Corrected Subdivision of Lot 1 in Out Lot 128 in the City of Indianapolis, Marion County, Ind.

Sold June 20, 1868 in pursuance of a judgment and decree rendered May 14, 1868 in the Marion Civil Circuit Court in a cause wherein Thomas J. Burns was plaintiff and Israel Klingensmith et al were defendants.

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321103

Town Lot Record
37 page 528
Oct. 8, 1868
Recorded
May 6, 1869

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Thomas J. Burns and
Sarah E. Burns
(signed and acknowledged
Elizabeth Burns)
to
Candace Simcox
Lots 37, 38 and 39 in Jacob Klingensmith Jr.
Corrected Subdivision of Lot 1 in Out Lot 128 in the
City of Indianapolis.

Warranty Deed

Town Lot Record
39 page 217
April 17, 1869
Recorded
May 21, 1869

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John W. Simcox &
Candace Simcox
his wife
to
John C. Bird and Francis
M. Spicklemier-
Lots 37, 38 and 39 in Jacob Klingensmiths Jr.
Corrected Subdivision of Lot 1 in Out Lot 128 in the
City of Indianapolis, Indiana.

Warranty Deed

Town Lot Record
39 page 218
May - 1869
Acknowledged
May - 1869
Recorded
May 21, 1869

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John C. Bird and
Margareth E.
Bird (signed Margaret E.
Bird), his wife, and Francis
M. Spicklemiers and Sarah
E. Spicklemiers, his wife
to
Franz Bergman-
Lots 37, 38 and 39 in Jacob Klingensmiths Jr.
Corrected Subdivision of Lot 1 in Out Lot 128 in the
City of Indianapolis, Indiana.

Warranty Deed

321103

Town Lot Record
42 page 598
May 9, 1870
Recorded
May 13, 1870

Samuel Delzell and
Martha S. Delzell,
his wife

Quit Claim Deed

to
Francis Bergman-
Lots 37, 38 & 39 in Jacob Klingensmith Jrs.
Corrected Subdivision of Lot 1 in Out Lot 128 in the
City of Indianapolis.

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Town Lot Record
91 page 192
May 25, 1875
Recorded
June 25, 1875

Francis Bergmann and
Karoline Bergmann,
his wife

Warranty Deed

to
Catrina Hansson
(a married woman)
Lot 38 in Jacob Klingensmith Jr's. Corrected
Subdivision of Lot 1 in Out Lot 128 in the City of
Indianapolis.

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Town Lot Record
94 page 471
Dec. 4, 1875
Recorded
Dec. 4, 1875

Catrine Hansen
and Benjamin Hansen
(signed Bengemen Hansen),
her husband

Warranty Deed

to
Johan Hansen, unmarried
Lot 38 Jacob Klingensmith, Jrs. Corrected Subdivi-
sion of Lot 1 in Out Lot 128 in the City of Indianapolis.

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Town Lot Record
97 page 246
March 28, 1876
Recorded
March 29, 1876

Henry W. Tutewiler
City Treasurer
J. Caven
Mayor of Indianapolis

Tax Deed

to
Lewis W. Hasselman
Out Lot 128 in the City of Indianapolis.
Sold February 7, 1863 in the name of Lewis W.
Hasselman for the non-payment of taxes, costs and
charges for the years 1861 and 1862.

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321103

Town Lot Record
109 page 123
Aug. 4, 1877
Recorded
Aug. 8, 1877

L. W. Hasselman and
Elizabeth W. Hasselman,
his wife
to

Quit Claim Deed

Francis Bergman-
Lots 26 and 38 in Jacob Klingensmith's --
Subdivision of Lot 1 in Out Lot 128 in the City of
Indianapolis, Ind.

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(INCOMPLETE DESCRIPTION)

Town Lot Record
168 page 599
May 5, 1884
Recorded
May 7, 1884

Lewis W. Hasselman and
Elizabeth W. Hasselman,
his wife
to

Quit Claim Deed

Francis M. Churchman and
Stoughton J. Fletcher
Out Lot 128 in the City of Indianapolis.

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Town Lot Record
106 page 66
March 2, 1877
Recorded
March 2, 1877

John Hansen,
(signed John Hansgen)
an unmarried man
to

Warranty Deed

Francis Bergmann
Lot 38 in Jacob Klingensmith, Jr's. Subdivision,
Corrected, of Lot 1 in Out Lot 128 in the City of
Indianapolis.

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321103

Town Lot Record
171 page 114
Aug. 2, 1884
Recorded
Aug. 2, 1884

Francis Bergmann and
Caroline Bergmann
(signed Karoline Bergmann)
his wife

Warranty Deed

to
Andrew Meyer

Lot 38 in Jacob Klingensmith, Jr's. Corrected
Subdivision of Lot 1 in Out Lot 128 in the City of
Indianapolis.

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Town Lot Record
187 page 394
Jan. 5, 1887
Recorded
Jan. 12, 1887

Andrew Meyer and
Louise Meyer,
his wife

Warranty Deed

to
Charles F. Gotthardt and
Henrietta Gotthardt, his wife

Lot 38 in Jacob Klingensmith's Jr's. Corrected
Subdivision of Lot 1 in Out Lot 128 in the City of
Indianapolis.

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Town Lot Record
190 page 411
April 27, 1887
Recorded
May 5, 1887

Charles Gotthardt and
Henrietta Gotthardt,
his wife

Warranty Deed

to
William Buenemann

Lot 38 in Jacob Klingensmith's Jr's. Corrected
Subdivision of Lot 1 in Out Lot 128 in the City
of Indianapolis.

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GUARANTEED CERTIFICATE

-37-
STATE OF INDIANA }
COUNTY OF MARION } ss:

The undersigned hereby certifies, guarantees and warrants to whoever relies upon this certificate, and this certificate inures to the benefit of the present and all future persons in interest and runs with the real estate described in the caption hereof.

FIRST That the foregoing contains a true and correct abstract of all deeds, mortgages unsatisfied of record, notices of mechanic's liens unsatisfied of record, and all other instruments filed for record or recorded in the Office of the Recorder of said County, including the Federal Tax Lien Index in said Office, and notices of liens for Old Age Assistance entered in the Abstract of Old Age Certificate in said Office, affecting the title to the real estate described in the Caption hereof.

That all instruments abstracted herein appear regular in form, execution, and acknowledgment, unless otherwise noted.

SECOND That there are no wills, estates, nor guardianships affecting the title to the real estate described in the caption hereof, except as shown herein.

That there are no notices of Lis Pendens filed in the Lis Pendens Records of Complaints and Attachments, and no judgments against, nor any Recognizance or Replevin Bail signed by any of the parties named above under the caption of judgment search which are now liens upon the real estate described in the caption hereof, as appears from the General Judgment Dockets of the Criminal, Circuit, Superior and Probate Courts, and the Civil Municipal Courts of Marion County, nor any transcripts of judgments of the United States Courts filed in the Office of the Clerk of the Circuit Court of Marion County, as said records and dockets are now entered up, except as herein above set out.

THIRD That according to the current tax duplicates, moratorium duplicates, and special tax duplicates, and the municipal assessment records in the County Treasurer's Office as certified by the City Comptroller, there are no taxes nor municipal assessments assessed or entered against said real estate, either general or special, due and unpaid, except as shown herein. That according to the tax sale records in the Auditor's Office, there are no tax sales unredeemed, except as shown herein.

FOURTH That there are no liens for unpaid unemployment compensation taxes nor for unpaid gross income taxes as shown by warrants docketed in the judgment docket in the Office of the Clerk of the Circuit Court, nor for unpaid taxes on intangibles entered upon the duplicates for omitted taxes in the Office of the County Treasurer, against any of the parties named above under the Caption of Judgment Search entered within the periods designated in said Judgment Search.

The period of search of the General Judgment Dockets is specifically set forth in the judgment caption and as to all other matters the period of search covered by this abstract is from the date set out in the caption hereof to the date of this certificate, both inclusive, and the foregoing recitals relates and our liability hereunder is limited to matters filed or entered of record within such period.

This certificate covers entries Nos. 1 to 37 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 24 both inclusive.

Dated at Indianapolis, Indiana, September 25, 1947, 8 A.M.
The Period of Search covered by this examination is from date of Agent's Deed down to and including February 7, 1900.

UNION TITLE COMPANY

By Albert M. Bristor
President

Continuation of Abstract of Title to Lot 38 in Jacob Klingensmith Jr's Corrected Subdivision of lot 1, in Out Lot 128, in the city of Indianapolis.

Prepared for Jacquart Realty Company, since date of February 7, 1900.

385 p 428
May 24, 1905
Recorded
May 26, 1905.

William Buenemann and
Emma Buenemann his wife,
to
Frank Seidensticker, Trustee.
Lot 38 in Jacob Klingensmith Jr's Corrected Subdivision
of Lot 1 in Out Lot 28, in the city of Indianapolis.

Warranty Deed

385 p 429
May 24, 1905
Recorded
May 26, 1905.

Frank Seidensticker, Trustee,
unmarried,
to
William Buenemann and Emma
Buenemann, husband and wife.
Lot 38 in Jacob Klingensmith Jr's Corrected Subdivision
of Lot 1 in Out Lot 128, in the city of Indianapolis.

Quit Claim Deed

There are no further conveyances.

Taxes for the year 1919. 1st instalment paid.
2nd instalment unpaid.

Taxes for the year 1920 a lien.

SINCE PAID FULL
UNION
PRESIDENT

Indianapolis, Indiana, August 19, 1920

From a search of the records in the Recorder's office, tax sale records in the Auditor's office, current tax duplicates and the records of street, alley, park and sewer improvement assessments in the Treasurer's office, as certified by the City Comptroller and the Lis Pendens Records of complaints and attachments and judgment dockets of the Marion Probate, Circuit and Superior Courts, as said records and dockets are now entered up, we find no further conveyances, nor unsatisfied encumbrances of record on tract as described in Caption.

No search made for judgments in the United States Circuit and District Courts at Indianapolis.

"W & T"
Compared with "M"

INDIANA TITLE GUARANTY & LOAN CO

Fred Jones

Aug 19 1920

318817

CAPTION

-1-

Continuation of Abstract of Title to Lot 38 in Jacob Klingensmith Jr's. corrected Subdivision of Lot 1 in Out Lot 128 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 3, page 27, in the office of the Recorder of Marion County, Indiana.
Since August 19, 1920.

Prepared for: Irvan R. Holley

Town Lot Record
694 page 413
Inst. #19821
May 21, 1923
Recorded
May 23, 1923

-2-

William Buenemann, and
Emma Buenemann, husband
and wife,

Warranty Deed

to
Irvan R. Holley and
Minnie E. Holley, his wife

Lot numbered 38 in Jacob Klingensmith Jr's Corrected subdivision of lot 1 in Out Lot 128 in the City of Indianapolis, Indiana.

Subject to the taxes for the year 1922 due and payable in 1923, and all subsequent taxes.

Also subject to all assessments for municipal improvements completed after this date.

Old Age
Assistance
Search

-3-

Examination has been made, as to the persons named under the heading of Judgment Search, and for the period so specified under said search, for 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, approved March 12, 1947.

We find none.

318817

Judgment Search

-4-

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

Irvan R. Holley
and
Minnie E. Holley
jointly and
not individually

for the 10 years
last past and
against none other.

-5-

Taxes for the year 1946 on the Real Estate for which this Abstract is prepared are assessed in the name of Irvan R. & Minnie E. Holley and are due and payable on or before the first Mondays in May and November of 1947.

General Tax Duplicate No. 349604, H-I-J, Indianapolis, Center Township, Parcel No. 32717.

May Installment \$18.27 Paid.

November Installment \$18.27 Unpaid.

-6-

Taxes for the year 1947 now a lien.

SINCE PAID IN FULL
ATTY. UNION TITLE CO.
BY *Alfred M. [Signature]*
PRESIDENT

GUARANTEED CERTIFICATE

-7-

STATE OF INDIANA }
 COUNTY OF MARION } ss:

The undersigned hereby certifies, guarantees and warrants to whoever relies upon this certificate, and this certificate inures to the benefit of the present and all future persons in interest and runs with the real estate described in the caption hereof.

FIRST That the foregoing contains a true and correct abstract of all deeds, mortgages unsatisfied of record, notices of mechanic's liens unsatisfied of record, and all other instruments filed for record or recorded in the Office of the Recorder of said County, including the Federal Tax Lien Index in said Office, and notices of liens for Old Age Assistance entered in the Abstract of Old Age Certificate in said Office, affecting the title to the real estate described in the Caption hereof.

That all instruments abstracted herein appear regular in form, execution, and acknowledgment, unless otherwise noted.

SECOND That there are no wills, estates, nor guardianships affecting the title to the real estate described in the caption hereof, except as shown herein.

That there are no notices of Lis Pendens filed in the Lis Pendens Records of Complaints and Attachments, and no judgments against, nor any Recognizance or Replevin Bail signed by any of the parties named above under the caption of judgment search which are now liens upon the real estate described in the caption hereof, as appears from the General Judgment Dockets of the Criminal, Circuit, Superior and Probate Courts, and the Civil Municipal Courts of Marion County, nor any transcripts of judgments of the United States Courts filed in the Office of the Clerk of the Circuit Court of Marion County, as said records and dockets are now entered up, except as herein above set out.

THIRD That according to the current tax duplicates, moratorium duplicates, and special tax duplicates, and the municipal assessment records in the County Treasurer's Office as certified by the City Comptroller, there are no taxes nor municipal assessments assessed or entered against said real estate, either general or special, due and unpaid, except as shown herein. That according to the tax sale records in the Auditor's Office, there are no tax sales unredeemed, except as shown herein.

FOURTH That there are no liens for unpaid unemployment compensation taxes nor for unpaid gross income taxes as shown by warrants docketed in the judgment docket in the Office of the Clerk of the Circuit Court, nor for unpaid taxes on intangibles entered upon the duplicates for omitted taxes in the Office of the County Treasurer, against any of the parties named above under the Caption of Judgment Search entered within the periods designated in said Judgment Search.

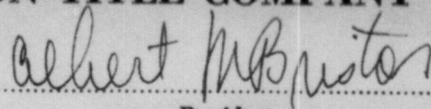
The period of search of the General Judgment Dockets is specifically set forth in the judgment caption and as to all other matters the period of search covered by this abstract is from the date set out in the caption hereof to the date of this certificate, both inclusive, and the foregoing recitals relates and our liability hereunder is limited to matters filed or entered of record within such period.

This certificate covers entries Nos. 1 to 7 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 3 both inclusive.

Dated at Indianapolis, Indiana, August 11, 1947, 8 A. M.

UNION TITLE COMPANY

By



President

-3-

MF

UNION TITLE COMPANY

ABSTRACTS OF TITLE • TITLE INSURANCE • ESCROWS
155 East Market St. UNION TITLE BUILDING Market 2361-5
INDIANAPOLIS, INDIANA

Capital Stock \$1,000,000.00

★
318817

UNITED STATES DISTRICT COURTS OF INDIANA

Southern District

Indianapolis Division
Terre Haute Division
Evansville Division
New Albany Division

Northern District

South Bend Division
Hammond Division
Fort Wayne Division

SEARCH FOR
PENDING BANKRUPTCIES,
INTERNAL REVENUE TAX LIENS

Prepared for: **Irvan R. Holley**

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

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

This certificate covers all divisions of both Districts of the State down to and including August 6, 1947, 8 A.M. and

The Indianapolis Division of the Southern District down to and including August 7, 1947, 8 A.M.

Irvan R. Holley

Minnie E. Holley

UNION TITLE CO.
BY *Albert W. Bruster*
PRESIDENT

473761

CAPTION

-1-

Continuation of Abstract of Title to Lot 38 in Jacob Klingensmith Jr's. corrected Subdivision of Lot 1 in Out Lot 128 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 3, page 27, in the office of the Recorder of Marion County, Indiana.
Since August 11, 1947, 8 A.M.

Prepared for: Railroadmen's Federal Savings and Loan Association

Town Lot Record
1273 page 557
Inst. #51936
Sept. 15, 1947
Recorded
Sept. 17, 1947

Irvan R. Holley and
Minnie E. Holley,
husband and wife

Warranty Deed
(U. S. Revenue
Stamp Attached)

to
Bessie Cody and
Mary Louise Cody, as
joint tenants and to the
survivor of them

Lot 38 in Jacob Klingensmith Jr's. corrected Subdivision of Lot 1 in Out Lot 128 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 3, page 27, in the office of the Recorder of Marion County, Indiana.

Subject to all unpaid taxes and assessments.
Proper citizenship clause is attached.

-2-

Marriage Record
164 page 334
August 22, 1943

Mary L. Cody
to
Melvin W. Wise

Marriage

-3-

473761

-4-

Note: Reference to Cause No. B 33325 filed August 14, 1944 in the Superior Court of Marion County discloses that Mary L. Wise, plaintiff was granted a divorce from Melvin W. Wise, defendant, on October 23, 1944, and former name of Cody was restored. Costs vs. defendant and unpaid.

See Order Book 675, page 6.

Marriage Record Mary L. Cody
181 page 2 to
February 28, 1948 Jearl Spicer

Marriage

-5-

-6-

Note: Reference to Cause No. B 77061 filed June 2, 1950 in the Superior Court of Marion County discloses that Mary Spicer, plaintiff was granted a divorce from Jearl Spicer, defendant on September 25, 1950. Costs vs. defendant and paid.

See Order Book 691, page 681.

Mortgage Record
1420 page 382
Inst. #51942
Sept. 10, 1947
Recorded
Sept. 17, 1947

Bessie Cody and
Mary Louise Cody,
both unmarried
to
Railroadmen's Federal
Savings and Loan Association
of Indianapolis

Lot 38 in Jacob Klingensmith, Jr.'s Corrected
Subdivision of Lot 1 in Out Lot 128 of the Donation Lands
of the City of Indianapolis, as per plat thereof, recorded
in Plat Book 3, page 27, in the office of the Recorder of
Marion County, Indiana.

-7-

SATISFIED OF RECORD 7-15-57
ATTEST. UNION TITLE CO.
BY *Wm E Burbridge*
RESIDENT

473761

To secure (1) the payment of a loan evidenced by a promissory note of even date herewith, payable on or before 8 years from date, in the principal sum of \$650.00 with interest as provided for in said note from date until paid, said principal and interest being payable in payments of not less than \$8.12, per month in advance, all of said payments to be made on or before the 12 day of each calendar month hereafter until the whole of said principal sum and interest is fully paid in compliance with all the stipulations in said note; and (2) any advances made by the mortgagee to the mortgagor for any purpose, at any time before the release and cancellation of this mortgage, but at no time shall this mortgage secure advances on account of said original note and such additional advances in a sum in excess of the original principal amount of this mortgage, said additional advances to be evidenced by a note executed by the mortgagor to the mortgagee and secured by this mortgage; provided, however, that nothing herein contained shall limit the amount that shall be secured hereby when advanced to protect the security as hereinafter provided, and with 10% attorney's fees.

Old Age Assistance
Search

-8-

Examination has been made, as to the persons named under the heading of Judgment Search, and for the period so specified under said search, for 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, approved May 1, 1947.

Judgment Search

-9-

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

Irvan R. Holley
and
Minnie E. Holley,
jointly and
not individually

from August 11, 1947,
8 A.M. to and including
September 17, 1947

Bessie Cody,
Mary Louise Cody,
Mary L. Cody,
Mary L. Wise

for the 10 years
last past

and vs.
Mary L. Cody Spicer
and
Mary Spicer,

from February 28, 1948
to date and
against none other.

473761

-10-

Taxes for the year 1953 on the Real Estate for which this Abstract is prepared are assessed in the name of Bessie and Mary Louise Cody and are due and payable on or before the first Mondays in May and November of 1954.

General Tax Duplicate No. 223584, C-D, Indianapolis, Center Township, Parcel No. 32717.

May Installment \$17.07 Paid.

November Installment \$17.07 Unpaid.

SINCE PAID IN FULL
ATTORNEY UNION TITLE CO.
BY *Vern E. Boudry*
PRESIDENT

-11-

Taxes for the year 1954 now a lien.

SINCE PAID IN FULL
ATTORNEY UNION TITLE CO.
BY *Vern E. Boudry*
PRESIDENT

473761

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.

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

The real estate herein abstracted appears in Use District, Class **U-4**; Height District, Class **H-2**; 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.

-13-

June 13, 1954. 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.

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

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

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

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 Districts, H-1, 50 foot Height limit; H-2, 80 foot Height limit; H-3, 108 foot Height limit; and H-4, 180 foot Height limit.

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

Seven classes of Area Districts, Class AA, 15,000 square feet per family; Class A-1, 7,500 square feet per family; Class A-2, 4,800 square feet per family; Class A-3, 2,400 square feet per family; Class A-3 (corner lot) 2000 square feet per family; Class A-4, 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 Areas.

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

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

Restrictions on Reduction of Lot Areas.

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

Restrictions of Floor Areas in Dwelling Houses.

(General Ordinance No. 113, 1952)

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

In Class AA district 1500 square feet;

In Class A1 district 1200 square feet;

In Class A2 district 900 square feet;

In Class A-3, A4, A5 or A6 district 720 square feet.

Building line and Yard Restrictions in U1 and U2 districts.

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

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

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

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

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

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

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

GUARANTEED CERTIFICATE

-14-

STATE OF INDIANA }
COUNTY OF MARION }ss:

The undersigned hereby certifies, guarantees and warrants to whoever relies upon this certificate, and this certificate inures to the benefit of the present and all future persons in interest and runs with the real estate described in the caption hereof.

FIRST That the foregoing contains a true and correct abstract of all deeds, mortgages unsatisfied of record, notices of mechanic's liens unsatisfied of record, and all other instruments filed for record or recorded in the Office of the Recorder of said County, including the Federal Tax Lien Index in said Office, and notices of liens for Old Age Assistance entered in the Abstract of Old Age Certificate in said Office, affecting the title to the real estate described in the Caption hereof.

That all instruments abstracted herein appear regular in form, execution, and acknowledgment, unless otherwise noted.

SECOND That there are no wills, estates, nor guardianships affecting the title to the real estate described in the caption hereof, except as shown herein.

That there are no notices of Lis Pendens filed in the Lis Pendens Records of Complaints and Attachments, and no judgments against, nor any Recognizance or Replevin Bail signed by any of the parties named above under the caption of judgment search which are now liens upon the real estate described in the caption hereof, as appears from the General Judgment Dockets of the Criminal, Circuit, Superior and Probate Courts, and the Civil Municipal Courts of Marion County, nor any transcripts of judgments of the United States Courts filed in the Office of the Clerk of the Circuit Court of Marion County, as said records and dockets are now entered up, except as herein above set out.

THIRD That according to the current tax duplicates, moratorium duplicates, and special tax duplicates, and the municipal assessment records in the County Treasurer's Office as certified by the City Comptroller, there are no taxes nor municipal assessments assessed or entered against said real estate, either general or special, due and unpaid, except as shown herein. That according to the tax sale records in the Auditor's Office, there are no tax sales unredeemed, except as shown herein.

FOURTH That there are no liens for unpaid unemployment compensation taxes nor for unpaid gross income taxes as shown by warrants docketed in the judgment docket in the Office of the Clerk of the Circuit Court, nor for unpaid taxes on intangibles entered upon the duplicates for omitted taxes in the Office of the County Treasurer, against any of the parties named above under the Caption of Judgment Search entered within the periods designated in said Judgment Search.

The period of search of the General Judgment Dockets is specifically set forth in the judgment caption and as to all other matters the period of search covered by this abstract is from the date set out in the caption hereof to the date of this certificate, both inclusive, and the foregoing recitals relates and our liability hereunder is limited to matters filed or entered of record within such period.

This certificate covers entries Nos. 1 to 14 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 8 both inclusive.

Dated at Indianapolis, Indiana, June 14, 1954, 7 A.M.

UNION TITLE COMPANY

by *Albert M. Bristor*
President

-8-

SCW

UNION TITLE COMPANY

ABSTRACTS OF TITLE + TITLE INSURANCE + ESCROWS

155 East Market Street

Union Title Building

Indianapolis 4, Indiana

Market 2361-5

Capital Stock \$1,000,000.00

473761

UNITED STATES DISTRICT COURTS OF INDIANA

SOUTHERN DISTRICT

Indianapolis Division
Terre Haute Division
Evansville Division
New Albany Division

NORTHERN DISTRICT

South Bend Division
Hammond Division
Fort Wayne Division

SEARCH FOR
PENDING BANKRUPTCIES
INTERNAL REVENUE TAX LIENS

Prepared for: **Railroadmen's Federal Savings and Loan Association**

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

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

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

June 9, 1954, 7 A.M. and

The Indianapolis Division of the Southern District down to and including

June 10, 1954, 7 A.M.

Irvan R. Holley,
Minnie E. Holley,
Bessie Cody
Mary Louise Cody
Mary L. Cody
Mary L. Wise
Mary L. Cody Spicer
Mary Spicer

UNION TITLE CO.
BY *Albert A. Briston*
PRESIDENT

SCW

FORM 156

Certificate Form adopted by Union Title Company, August 15, 1942

649329

CAPTION

-1-

Continuation of Abstract of Title to Lot 38 in Jacob Klingensmith Jr's. corrected Subdivision of Lot 1 in Out Lot 128 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 3, page 27, in the office of the Recorder of Marion County, Indiana.
Since June 14, 1954, 7 A.M.

Prepared For: Studebaker Realty Company

Town Lot Record
1535 page 610
Instr. #44210
July 6, 1954
Recorded
July 7, 1954

-2-

STATE OF INDIANA, COUNTY OF MARION, SS:

Mary Louise Spicer, being first duly sworn, on oath states that she is of lawful age and a resident of Marion County, Indiana; that she was formerly Mary Louise Cody; that by deed executed by Irvan R. Holley and Minnie E. Holley, husband and wife, dated September 15, 1947, recorded in Town Lot Record 1273 page 557 in the office of the Recorder of Marion County, Indiana, she, under the name of Mary Louise Cody, and Bessie Cody, as joint tenants and to the survivor of them, acquired title to the following described real estate.

Lot 38 in Jacob Klingensmith Jr's. corrected Subdivision of Lot 1 in Out Lot 128 of Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 3 page 27 in the office of the Recorder of Marion County, Indiana.

Affiant further states that on February 28, 1948, she married Jearl Spicer in Marion County, Indiana, as shown by Marriage Record 181 page 2; that subsequently this affiant obtained a divorce from said Jearl Spicer.

This affidavit is made for the purpose of inducing the Auditor of Marion County, Indiana, to change the tax records upon the above described real estate to show the title in the names of Bessie Cody and Mary Louise Spicer.

Mary Louise Spicer

Sworn to before me and subscribed in my presence this 6 day of July 1954.

Wilma K. Cook (LS)
Notary Public

My Commission expires June 11, 1957.

649329

IN THE MARION CIRCUIT COURT

Cause No. 9940

-3-

June 17, 1957. Verified petition of Mary Louise Spicer to change her name to that of Mary Louise Cody.

July 8, 1957. Proof of publication of notice of petition for change of name filed, showing that said notice was published in The Indianapolis Commercial, a daily newspaper of general circulation, printed and published in the city of Indianapolis, County of Marion, for three weekly insertions successively, the first of which publications was on June 19, 1957 and the last on July 3, 1957.

October 7, 1957. DECREE.

Finding for Petitioner.

It is therefore ordered and adjudged that the name of said petitioner be changed from Mary Louise Spicer to Mary Louise Cody, and that hereafter the said petitioner shall be known by the name and style of Mary Louise Cody.

Order Book 335 page 377.

Costs paid.

Town Lot Record
1681 page 5
Instr. #62665
Oct. 10, 1957
Recorded
Oct. 10, 1957

-4-

Bessie Cody, unmarried
and of legal age

to

Mary Louise Cody

All of my undivided right, title and interest in and to Lot 38, in Jacob Klingensmith Jr's. corrected Subdivision of Lot 1 in Out Lot 128 of the Donation Lands of the City of Indianapolis, as per plat thereof recorded in Plat Book 3, page 27, in the office of the Recorder of Marion County, Indiana.

Subject to all unpaid taxes, assessments, liens and encumbrances.

Proper Citizenship Clause is attached.

Warranty Deed
(U. S. Revenue
Stamp Attached)

Old Age Assistance
Search

-5-

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.

649329

Juvenile Court
Search

-6-

Examination has been made, as to the persons named under the heading of Judgment Search, and for the period so specified under said search, for judgments, as appear from the General Judgment Dockets of the Juvenile Court of Marion County, as said dockets are now entered up.

Note: Search has been made for the 10 years last past as to the persons listed below, irrespective of dates given..

Judgment Search

-7-

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

Bessie Cody

from June 14, 1954,
7 A.M. to and including
October 10, 1957

Mary Louise Spicer

for the 10 years
last past

and vs.

Mary L. Cody Spicer,
Mary Spicer,
Mary L. Cody
and
Mary Louise Cody

from June 14, 1954,
7 A.M. to date and
against none other.

649329

METROPOLITAN PLAN COMMISSION

DOCKET NO. 60-AC-4

-11-

ORDINANCE

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

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

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

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

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

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

John D. Hardin

Fred W. Nordsiek

Frank J. Billeter

Louie Moller

John A. Kitley

THE MARION COUNTY COUNCIL

DATED May 31, 1960

ATTEST Clem Smith

AUDITOR OF MARION COUNTY, INDIANA

649329

-8-

Taxes for the year 1958 and prior years paid in full.

-9-

Taxes for the year 1959 on the real estate for which this Abstract is prepared are assessed in the name of Bessie & Spicer M. Cody and are due and payable on or before the first Mondays in May and November of 1960.

General Tax Duplicate No. 338386, C-D, Indianapolis, Center Township, Parcel No. 32717.

May installment \$41.28 Paid.

November installment \$41.28 Paid.

Assessed Valuation;

Land \$300.00 Improvements \$770.00 Exemption (None)

-10-

Taxes for the year 1960 now a lien.

-12- 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 Ordinances now in force in Marion County, Indiana, and the classified Cities and Towns of Marion County, Indiana, The Metropolitan Plan Commission of Marion County, Indiana, adopts all existing Master Plans now in force in Marion County, Indiana, and the classified Cities and Towns of Marion County, Indiana.

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

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

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

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

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

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

Effective March 28, 1957.

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

-13- January 13, 1961. 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.

GUARANTEED CERTIFICATE

-14-

STATE OF INDIANA }
COUNTY OF MARION } ss:

The undersigned hereby certifies, guarantees and warrants to whoever relies upon this certificate, and this certificate inures to the benefit of the present and all future persons in interest and runs with the real estate described in the caption hereof.

FIRST That the foregoing contains a true and correct abstract of all deeds, mortgages unsatisfied of record, notices of mechanic's liens unsatisfied of record, and all other instruments filed for record or recorded in the Office of the Recorder of said County, including the Federal Tax Lien Index in said Office, and notices of liens for Old Age Assistance entered in the Abstract of Old Age Certificate in said Office, affecting the title to the real estate described in the Caption hereof.

That all instruments abstracted herein appear regular in form, execution, and acknowledgment, unless otherwise noted.

SECOND That there are no wills, estates, nor guardianships affecting the title to the real estate described in the caption hereof, except as shown herein.

That there are no notices of Lis Pendens filed in the Lis Pendens Records of Complaints and Attachments, and no judgments against, nor any Recognizance or Replevin Bail signed by any of the parties named above under the caption of judgment search which are now liens upon the real estate described in the caption hereof, as appears from the General Judgment Dockets of the Criminal, Circuit, Juvenile, Superior and Probate Courts, and the Civil Municipal Courts of Marion County, nor any transcripts of judgments of the United States Courts filed in the Office of the Clerk of the Circuit Court of Marion County, as said records and dockets are now entered up, except as herein set out.

THIRD That according to the current tax duplicates and special tax duplicates, and the municipal assessment records in the County Treasurer's Office as certified by the City Comptroller, there are no taxes, ditch assessments nor municipal assessments assessed or entered against said real estate, either general or special, due and unpaid, except as shown herein. That according to the tax sale records in the Auditor's Office, there are no tax sales unredeemed, except as shown herein.

FOURTH That there are no liens for unpaid unemployment compensation taxes nor for unpaid gross income taxes as shown by warrants docketed in the judgment docket in the Office of the Clerk of the Circuit Court, nor for unpaid taxes on intangibles entered upon the duplicates for omitted taxes in the Office of the County Treasurer, against any of the parties named above under the Caption of Judgment Search entered within the periods designated in said Judgment Search. The period of search of the General Judgment Dockets is specifically set forth in the judgment caption and as to all other matters the period of search covered by this abstract is from the date set out in the caption hereof to the date of this certificate, both inclusive, and the foregoing recitals relates and our liability hereunder is limited to matters filed or entered of record within such period.

This certificate covers entries Nos. 1 to 14 both inclusive and sheets
watermarked "Union Title Company" Nos. 1 to 7 both inclusive.
Dated at Indianapolis, Indiana, January 30, 1961, 8 A.M.

UNION TITLE COMPANY

by *Vern E. Burdidge*
President

-7- gb

UNION TITLE COMPANY

ABSTRACTS OF TITLE + TITLE INSURANCE + ESCROWS

155 East Market Street

Union Title Building

Indianapolis 4, Indiana

MEIrose 2-2361

Capital Stock \$1,000,000.00

649329

UNITED STATES DISTRICT COURTS OF INDIANA

SOUTHERN DISTRICT

Indianapolis Division
Terre Haute Division
Evansville Division
New Albany Division

NORTHERN DISTRICT

South Bend Division
Hammond Division
Fort Wayne Division
Lafayette Division

SEARCH FOR
PENDING BANKRUPTCIES
INTERNAL REVENUE TAX LIENS

Prepared for: Studebaker Realty Company

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

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

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

January 25, 1961, 8 A.M. and

The Indianapolis Division of the Southern District down to and including

January 26, 1961, 8 A.M.

Bessie Cody
Mary Louise Spicer
Mary L. Cody Spicer
Mary Spicer
Mary L. Cody
Mary Louise Cody

UNION TITLE CO.

BY

Vern E. Boudridge
PRESIDENT

hereinafter referred to as the seller, and Velmer S. Gosser and Sarah L. Gosser, 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

220 S. Missouri St. and more particularly described as follows, to-wit:

Lot 38 in Jacob Klingensmith Jr's. corrected Subdivision of Lot 1 in Out Lot 128 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 3, page 27, 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 Four Thousand and no/100 Dollars (\$ 4,000.00) without any relief from valuation or appraisal laws of the State of Indiana, with attorney's fees, in the following manner, to-wit:

The sum of Five Hundred and no/100 Dollars (\$ 500.00) cash in hand at the time of the execution and delivery of this contract, the receipt of which is hereby acknowledged, and the sum of Forty Five and no/100 Dollars (\$ 45.00) 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 8th day of March, 1961, at 1630 Shelby Street

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

It is understood and agreed that the deferred payments on the balance of said purchase price shall bear interest at the rate of Six and one-half per cent (6 1/2 %) per annum, same to be computed semi-annually in advance on January 1 and July 1 upon the sum unpaid at the beginning of such six months period. The amount so found due as interest charge each six months as hereinbefore mentioned shall be deducted from the amount of aggregate monthly payments made during the preceding six months period and the balance remaining of such monthly payments shall then be credited on principal still due.

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

It is further understood and agreed between the parties hereto as follows: That the buyer will assume and pay the taxes on said real estate beginning with the installment due and payable May 1961 and all installments due and payable thereafter, and all assessments for municipal and other improvements completed after date of this contract, also, any taxes assessed on this instrument, and will keep improvements on said real estate insured under fire and extended coverage and public liability, said insurance to be carried in responsible companies to be approved by the seller in a sum not less than the balance due on this contract, all policies to be delivered to and retained by seller during the continuance of this contract.

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

Abstract (was) ~~RECORDED~~ continued to date by seller at time of execution of this instrument.

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 03 day of February 1961.

Mary Louise Cody (Seal)
Mary Louise Cody (Seal)
(Seal)
(Seal)

Velmer S. Gosser (Seal)
Velmer S. Gosser (Seal)
Sarah L. Gosser (Seal)
Sarah L. Gosser (Seal)