

67-11345

WARRANTY DEED

Project 1-70-3(52)
Code 0536
Parcel 138

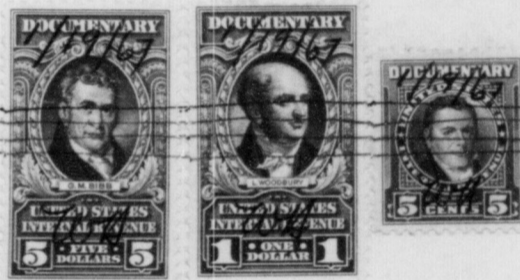
C. Notary

This Indenture Witnesseth, That
JOHN W. KENISON and ELENORA L. KENISON, Adult Husband and Wife
of JOHNSON County, in the State of INDIANA Convey and Warrant to
the STATE OF INDIANA for and in consideration of
FIVE THOUSAND FOUR HUNDRED AND FIFTY (\$5,450.00) Dollars,

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

LOT NUMBERED 93 IN McCARTY'S SUBDIVISION OF THE WEST PART OF OUT LOT 120 OF THE DONATION LANDS OF THE CITY OF INDIANAPOLIS, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 7, PAGE 74, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

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



DULY ENTERED FOR TAXATION

MAR 22 1967

John T. Sutton COUNTY AUDITOR

6, 05

FOR RECORD
MAR 22 AM 9:26
1967 MAR 22 AM 9:26
MARCIA M. HAWTHORNE
RECORDER OF MARION COUNTY

Paid by Warrant No. A-141587
A-141586

Dated 2-23-67

W.H.B.
1-19-67

Land and improvements \$5,450.00; Damages \$.....; Total consideration \$5,450.00

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

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

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

In Witness Whereof, the said GRANTORS

have hereunto set THEIR hand and seal, this 17th day of January 1967

CONTRACT PURCHASERS INTEREST

Curtis Murphy (Seal)
CURTIS MURPHY - Adult Husband (Seal)
Bellva Jean Murphy (Seal)
BELLVA JEAN MURPHY - Adult wife (Seal)
John W. Kenison (Seal)
JOHN W. KENISON - Adult Husband (Seal)
Elnora L. Kenison (Seal)
ELNORA L. KENISON - Adult wife (Seal)

JAF

67-11345

This Instrument Prepared by R. B. KING 8-3-66

Notary Seal
JAN 26 1967

STATE OF INDIANA,County, ss:

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

.....Grantor.....in the above conveyance, and acknowledged the same to be.....voluntary act and deed, for the uses and purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.

My Commission expires.....Notary Public

STATE OF INDIANA, JOHNSONCounty, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 18th day of JANUARY, A. D. 1967; personally appeared the within named.....

JOHN W. KENISON and ELNORA L. KENISON Grantor S in the above conveyance, and acknowledged the same to be THEIR voluntary act and deed, for the uses and purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.

My Commission expires DEC. 9 - 1967 Warren L. Hooten Notary Public WARREN L. HOOTEN

STATE OF INDIANA, MARIONCounty, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 17th day of JANUARY, A. D. 1967; personally appeared the within named.....

CURTIS MURPHY and BELVA JEAN MURPHY, H-9a - CONTRACT INTEREST ONLY Grantor in the above conveyance, and acknowledged the same to be THEIR voluntary act and deed, for the uses and purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.

My Commission expires DEC. 9 - 1967 Warren L. Hooten Notary Public WARREN L. HOOTEN

The undersigned, owner of a mortgage and/or lien on the land herein conveyed, hereby releases from said mortgage and/or lien said conveyed land, and does hereby consent to the payment of the consideration therefor as directed in this transaction, this 67 11345 day of, 19.....

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

State of } ss:
County of

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

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

WARRANTY DEED
FROM
TO
STATE OF INDIANA
Received for record this day of, 19..... at o'clock.....m, and Recorded in Book No.....page Recorder.....County
Endorsed NOT TAXABLE this day of, 19..... Auditor.....County
ENVELOPE
Division of Land Acquisition
Indiana State Highway Commission

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 — 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46209

August 16, 1967

To Curtis & Bellva Jean Murphy
6002 E. Terrace Ave.
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A 164949 8-1-1967
in settlement of the following vouchers: 68-34

Description	Amount
For <u>Relocation Expense</u> on State Road No. _____ in <u>Marion</u> County, Project <u>I-70-3(52)</u> Parcel No. <u>138</u> as per Grant/Warranty Deed, Dated <u>June 26, 1967</u>	\$300.00

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By Curtis Murphy
Date Aug 17, 1967

INDIANA STATE HIGHWAY COMMISSION

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



March 9 19 67

To Curtis Murphy and Bellva Jean Murphy
 John W. Kenison and Elnora L. Kenison
 Shelby Street Federal Savings and Loan Association
 1037 South Senate Avenue
 Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-141586 2-23 1967
 in settlement of the following vouchers:
 Transmittal #67-274

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>138</u> as per Grant/Warranty Deed, Dated <u>January 17, 1967</u>	<div style="font-size: 2em; font-weight: bold; margin-left: 20px;">138</div> \$4905.00

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By Curtis Murphy
John W Kenison
 Date 3-15-67

Control

APPRAISAL REVIEW FORM

Division of Land Acquisition
Indiana State Highway Commission

Project I-70-3(52)
Parcel No. 138
Road I-70
County Marion
Owner John W. Kenison
Address Fry Road Greenwood, Ind.
Address of Appraised Property:
1037 S. Senate

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

- 1. I have personally checked all comparables and concur in the determinations made. Yes
- 2. Planning and Detail Maps were supplied appraisers. Adv. Acq.
- 3. The three approaches required (Income, Market Data, and Cost Replacement) were considered. Yes
- 4. Necessary photos are enclosed. Yes
- 5. The appraisal is fully documented and supported as required by the State Highway Commission and the requirements of P.P.M. 21-4.1 of the Federal Bureau of Roads. Yes
- 6. Plats drawn by the appraisers are attached. Yes
- 7. I have personally inspected the Plans. Yes
- 8. I have personally inspected the site and familiarized myself with the parcel on... 1-10-67
- 9. The computations of this parcel have been checked and reviewed. Yes
- 10. The appraiser has complied with the Indiana State Highway Commission instructional outline and/or good appraisal practices. Yes

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

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

It is my opinion as of Jan. 10, 1967 (Date):

Estimate of Appraisers:

	By: <u>Speedy</u>	By:	Approved By Reviewer
(a) The fair market value of the entire property before the taking is:	\$ 5,450	\$	\$ 5,450
(b) The fair market value of the property after the taking, assuming the completion of the improvement is:	\$ -0-	\$	\$ -0-
The Total Value of Taking Is: (a minus b) TOTAL	\$ 5,450	\$	\$ 5,450
(1) Land and/or improvements	\$ 5,450	\$	\$ 5,450
(2) Damages	\$ -0-	\$	\$ -0-
(3) Less non-compensable items	\$ -0-	\$	\$ -0-
(4) Estimated Total Compensation	\$ 5,450	\$	\$ 5,450

Approved	Date	Signed
Rev. Appr.	1-10-67	<u>Phillip H. York</u>
Asst. or Chief Appr.	1-12-67	<u>Jay D. Luse</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. I 10-3 (52)

BUYER'S REPORT NUMBER: 4 COUNTY Marion

PARCEL NO. 138

NAME & ADDRESS OF OWNER John W. Kenison
Frye Rd - Greenwood, Ind.

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED property at
1037 S. Senate - Indpls Ind.

PHONE # _____

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

DATE ASSIGNED 1-13-67

DATE OF CONTACT 1-19-67

OFFER \$ 5,450.⁰⁰

TIME OF CONTACT 9:15 a.m.

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

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

REMARKS: Called at Shelby St Fed Sav & Loan Assn. Secured
Signature of Wm A. Renn, V.P. on Claim Vouchers.

Purchased #6.05 Ave Stamps and placed on W. Deed.

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

Distribution Made

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

Warren Hooten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: 3 COUNTY Marion

PARCEL NO. 138

NAME & ADDRESS OF OWNER John W. and Elvora L. Kenison
Fry Rd - Greenwood Ind.

PHONE # 881 4260

NAME & ADDRESS OF PERSON CONTACTED _____

PHONE # _____

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

DATE ASSIGNED 1-13-67

DATE OF CONTACT 1-18-67

OFFER \$ 5450.⁰⁰

TIME OF CONTACT 5 PM

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

REMARKS: Met with Mr. & Mrs. Kenison in their home in Johnson County. Both fee owners signed the Warranty Deed and Claim Vouchers.

They were informed that the closing will be at Shelby Street Savings & Loan Assn., and that they will be contacted prior to closing.

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

Distribution Made

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

Warren Hooten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: 2 COUNTY Marion PARCEL NO. 138

NAME & ADDRESS OF OWNER John Kenison - fee owner
Fry Rd. - Greenwood, Ind. PHONE # 881 4260

NAME & ADDRESS OF PERSON CONTACTED Curtis & Bellow J. Murphy, Contract Purchasers
1037 S. Senate Ave - Indpls, Ind. PHONE # 634 7171

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

DATE ASSIGNED 1-13-67 DATE OF CONTACT 1-17-67

OFFER \$ 5,450.⁰⁰ TIME OF CONTACT 330 / 445 PM

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

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

REMARKS: Met with Mr. & Mrs. Murphy in subject property. These
Contract Purchasers signed the Claim Vouchers, Warranty Deed, Agreement
for possession. They were given Copies of the Agreement for Possession,
Receipt for Warranty Deed, Tax Memo letter and Property Surrender letter.
They were informed that the first check will be ready for
delivery in 2 to 3 months, and that upon vacating or renting back
the property they may promptly receive the second check.

Conveying instruments must also be signed by the
title holder before papers may be processed for payment.
- Received \$6.05 check for Documentary Stamps to be placed on W. Deed.

Status of Parcel: () Secured () Bought, awaiting mortgage release, () Condemned
(✓) Other, awaiting what? signature of Mr. & Mrs. Kenison

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner (X) Other, Specify:
C. Murphy

Warren Hooten
(Signature)

INDIAN STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: 1 COUNTY Marion

PARCEL NO. 138

NAME & ADDRESS OF OWNER John Kenison - fee

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Curtis Murphy - Contract

1037 S. Senatobia - Judpls, Ind.

PHONE # 634. 7171

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

DATE ASSIGNED 1-13-67

DATE OF CONTACT 1-16-67

OFFER \$ 5,450.00

TIME OF CONTACT _____

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:

11 A.M. - Stopped at residence. No one home

3 P.M. - " " " " " "

7 P.M. - Phoned and talked with Mr. Murphy, and made
an appointment to call at above residence
Tuesday - Jan 17 - after 3 P.M.

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

Distribution Made

(1) Parcel (1) Weekly Summary

() Owner () Other, Specify: _____

Warren Hooten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I-70-3(SR)

BUYER'S REPORT NUMBER: _____ COUNTY Marion PARCEL NO. 138

NAME & ADDRESS OF OWNER Martin Trammell
1037 So Capital Ave PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Mrs. Etel Trammell
at above PHONE # _____

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

DATE ASSIGNED _____ DATE OF CONTACT 4-6-67

OFFER \$ _____ TIME OF CONTACT 11:30 AM

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

1. () () () Checked abstract with owner? (Affidavit taken?: Yes ___ No ___)
2. () () () Showed plans, explained take, made offer, etc.?
3. () () () Any Mortgage? (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: Advised Mrs Trammell that she and her husband
had 180 days to vacate the property. Show her the
180 day written notice letter. Checked the lease
and determined the relocation and deprecation
allowance and explained same to her. Told her
that at the present time the rental to the state
is discontinued. Informed her of the provisions
in the bill in regard to fees and rental
recovery.

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

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

J. Bezman
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: 2 COUNTY Marion

PARCEL NO. 138

NAME & ADDRESS OF OWNER John Kenison - Fee owner

Jay Rd. - Greenwood. Ind.

PHONE # 881 4260

NAME & ADDRESS OF PERSON CONTACTED Curtis & Belva J. Murphy, Contract Purchasers

1037 S. Senate Ave - Judpls, Ind.

PHONE # 634 7171

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

DATE ASSIGNED 1-13-67

DATE OF CONTACT 1-17-67

OFFER \$ 5,450.⁰⁰

TIME OF CONTACT 3:30 / 4:45 PM

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

REMARKS: Met with Mr. & Mrs. Murphy in subject property. These Contract Purchasers signed the Claim Vouchers, Warranty Deed, Agreement for possession. They were given Copies of the Agreement for Possession, Receipt for Warranty Deed, Tax Memo letter and Property Surrender letter. They were informed that the first check will be ready for delivery in 2 to 3 months, and that upon vacating or renting back the property they may promptly receive the second check. Conveying instruments must also be signed by the title holder before papers may be processed for payment. - Received \$6.05 check for Documentary Stamps to be placed on W. Deed.

Status of Parcel: () Secured () Bought, awaiting mortgage release, () Condemned
(✓) Other, awaiting what? signature of Mr. & Mrs. Kenison

Distribution Made

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

C. Murphy

Warren Hooten
(Signature)

GUARANTY OF TITLE

Pioneer National Title Insurance Company

Union Title Division

S.R.	PROJECT	COUNTY	PNTIC #
I70	I70-3 (52)	Marion	66-4627-0

Names on Plans John L. Kenison

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 15th day of June, 19 66, 8 A.M.

John W. Kenison and Elnora L. Kenison, husband and wife
1037 S. Senate, Indianapolis, Ind.

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

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

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

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

ATTEST:

PIONEER NATIONAL TITLE INSURANCE COMPANY

Ray E. Sweat
Assistant Secretary

Walter A. McLean
Vice President

Countersigned and validated as of the 20 day of June, 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 Numbered 93 in McCarty's Subdivision of the west part of Out Lot 120 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 7, page 74, in the office of the Recorder of Marion County, Indiana.

The Record Owner or Owners disclosed above acquired title by

Warranty Deed from Richard H. Oberreich and Harriett R. Oberreich, husband and wife and George P. Ryan and Marian J. Ryan, husband and wife, dated August 24, 1953 and recorded September 1, 1953 in Deed Record 1502 Inst #57491. (U.S.R. \$4.95)

Parcel 138

INTERIM CERTIFICATE OF TITLE

Pioneer National Title Insurance Company

Union Title Division

S.R.	PROJECT	COUNTY	PNTIC #
I-70	I-70-3 (52)	Marion	66-4627-S

Name on Plans John L. Kenison

Name of Fee Owner John W. Kenison and Elnora L. Kenison, husband and wife

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation with its principal Indiana Office in the City of Indianapolis, in consideration of premium paid, hereby certifies that a search of the records from June 15, 1966 to and including January 19, 1967 reveals no changes as to the real estate described under PNTIC # 66-4627-O except:

- Taxes for 19 65 payable 19 66 in name of John W. and Elnora L. Kenison
Duplicate # 6050424 Parcel # 1052096 Township I-Center Code # 1-01
May \$ 54.74 (paid) ~~XXXXX~~; November \$ 54.74 (paid) ~~XXXXX~~
Taxes for 19 66 payable 19 67 now a lien.

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

ATTEST:

PIONEER NATIONAL TITLE INSURANCE COMPANY

Bruce Nelson

Walter A. McLean

Assistant Secretary

Vice President

Countersigned and validated as of the 24th day of January, 19 67.

Ralph W. Fraker

Authorized Signatory

RALPH W. FRAKER, Attorney

SCHEDULE "B"

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

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

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

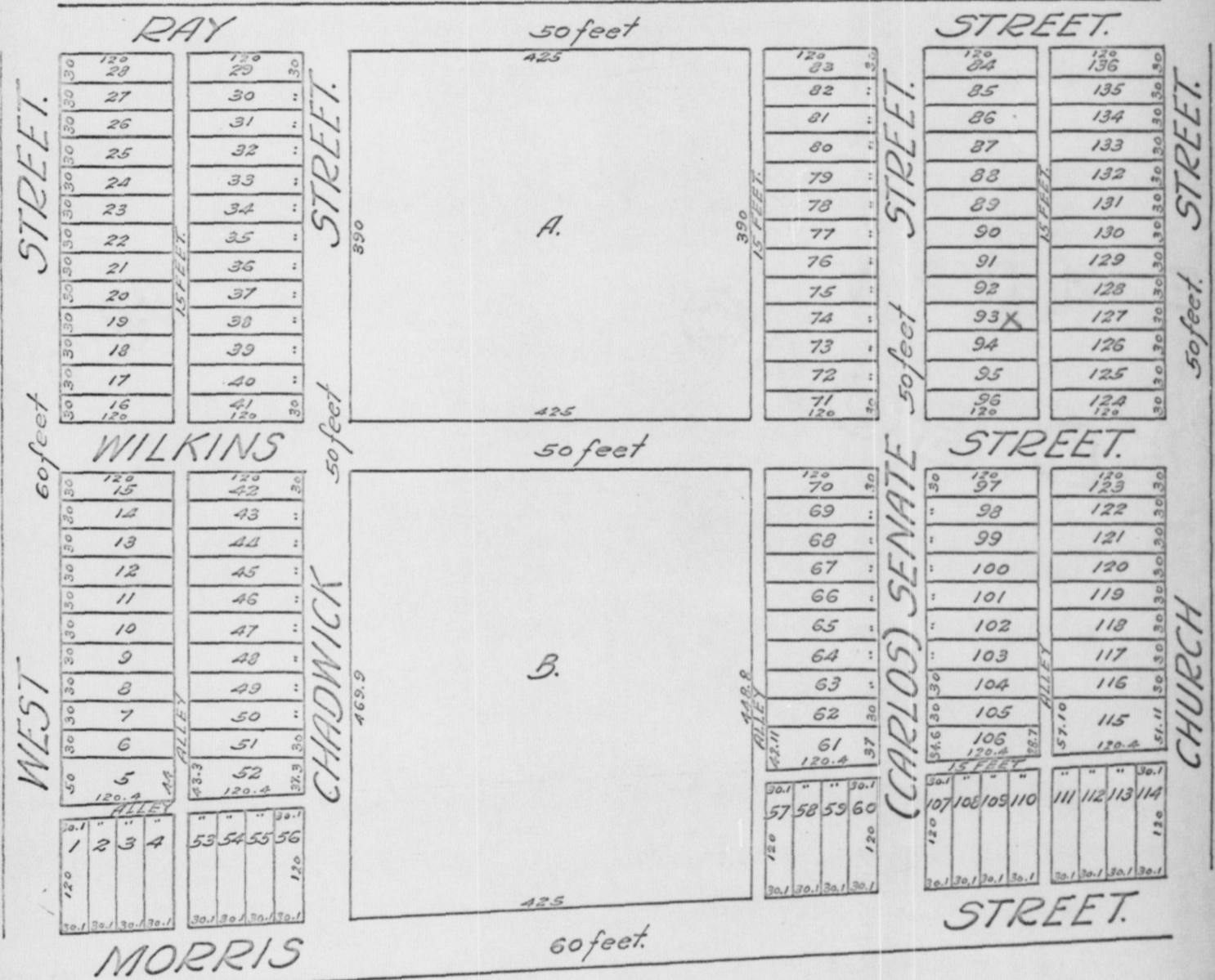
5. Taxes for 19 65 payable 19 66 in name of John W. and Elnora L. Kenison
Duplicate # 6050424 Parcel # 1052096 Township I-Center Code # 1-01
May \$ 54.74 (paid) ~~unpaid~~; November \$ 54.74 ~~unpaid~~ (unpaid)
Taxes for 19 66 payable 19 67 now a lien.
Assessed Valuation
Land \$280.00 Improvements \$870.00 Exemptions None

6. Mortgage on Subject Realty for \$2,300.00
from John W. Kenison and Elnora L. Kenison, husband and wife
to Shelby Street Federal Savings and Loan Association
dated July 31, 1957 recorded August 2, 1957
in Mortgage Record 1902 Page 379. ✓

03107- -10 printed

MCCARTY'S SUBDIVISION OF PART OF OUT LOT 120.

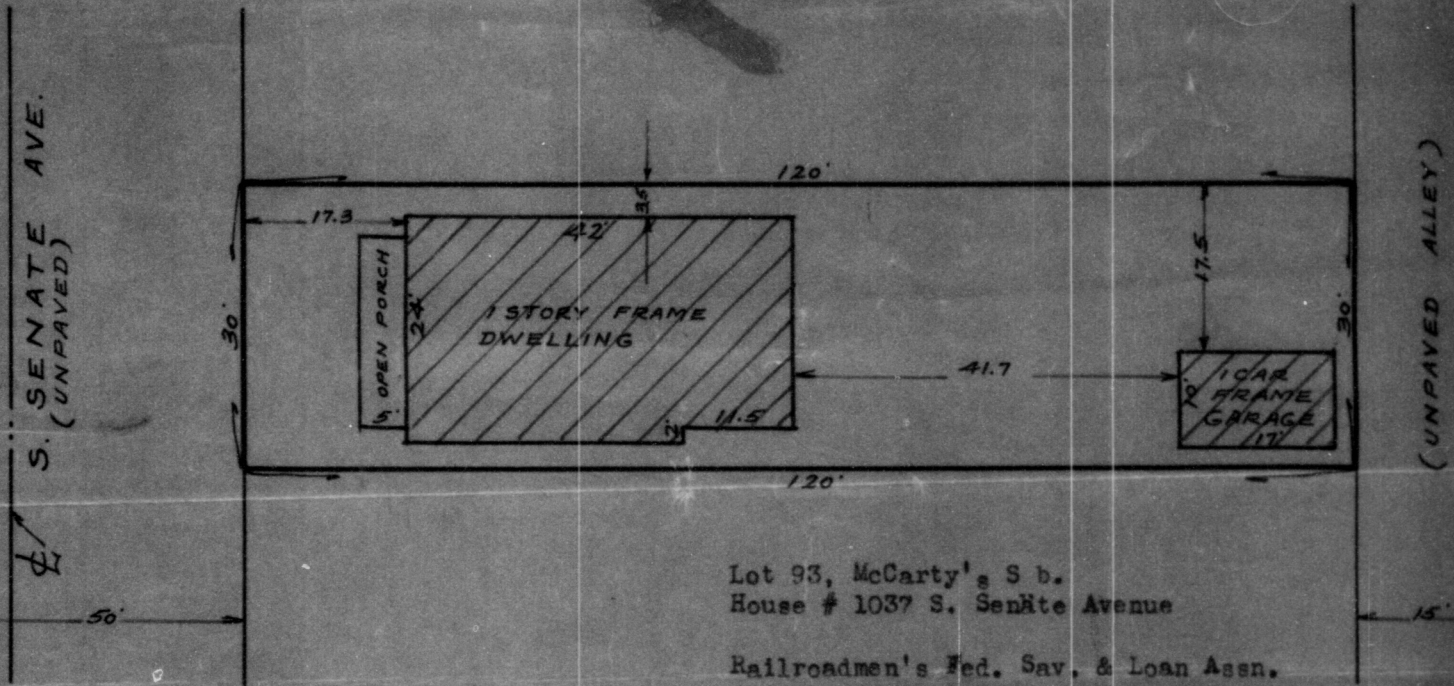
PLAT BOOK 7 PAGE 7A



NOTE: SURVEYS NOT SHOWING STAKES OR PINS CAN NOT BE USED FOR BUILDING FENCES OR SETTLING PROPERTY LINE DISPUTES.

ARTHUR F. HAUFLER

CIVIL ENGINEER & SURVEYOR
 327 PEOPLES BANK BUILDING
 INDIANAPOLIS, INDIANA
 TELEPHONE MA. 5003



Lot 93, McCarty's S b.
 House # 1037 S. Senate Avenue

Railroadmen's Fed. Sav. & Loan Assn.
 Indianapolis, Indiana

Re: John J. Todd - Loan # New - Dept. Legal

Gentlemen:

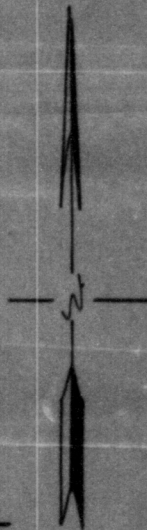
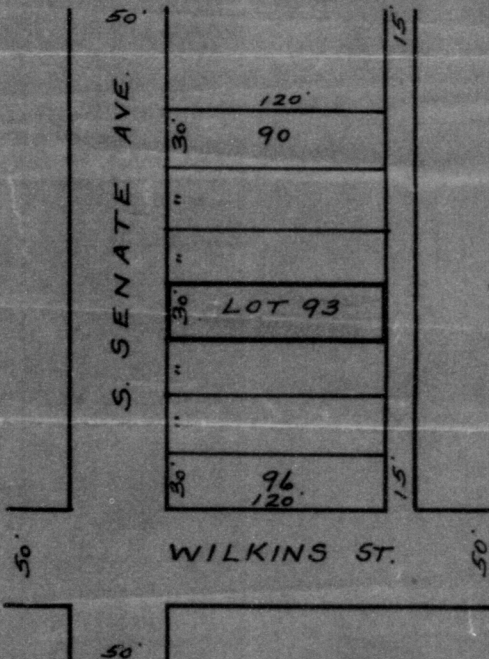
I, the undersigned, hereby certify that the within plat is true and correct of the following described real estate to-wit:- Lot 93, in McCarty Sub., of the West part of Out -ot 120, in the City of Indianapolis, recorded in plat book 7, page 74 in the office of the Recorder, Marion County, Indiana.

I further certify that the buildings situated on the above described real estate are located on and within the boundaries of said premises. I further certify that the buildings located on the adjoining property do not encroach upon said Lot 93.

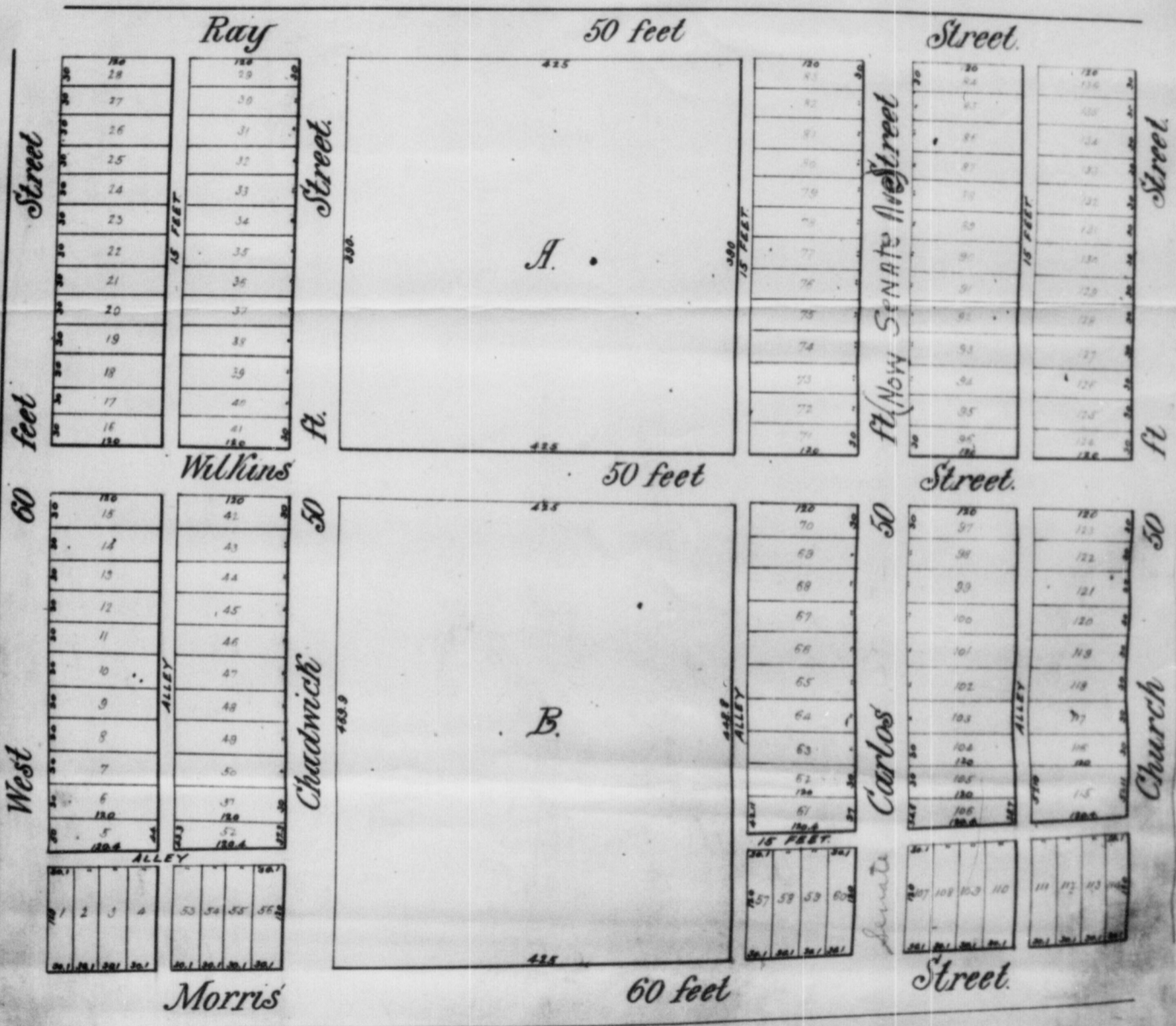
The survey was made by me this 23rd day of July, 1947.

A. F. Haufler,

By *A. F. Haufler*



Location of the first alley north of Morris St. from Morris St. to the first alley west of Morris St.
 on lot record No 258 page 204
 location 1st al. S. of Wilkins St. fr. W. Pl of Chadwick St. to E Pl of W. W. of Chadwick St. on P. L. 338 pg 524





This Indenture Witnesseth, That FRANCIS J. FLETCHER
and MINNIE M. FLETCHER, his wife,

of MARION County, in the State of INDIANA
CONVEY AND WARRANT to JOHN J. MULVIHILL,

of MARION County, in the State of INDIANA
for the sum of One Dollar and other valuable consideration, ~~XXXX Dollars~~
the receipt whereof is hereby acknowledged, the following REAL ESTATE, in MARION County,
in the State of Indiana, to-wit:

Lot Ninety-three (93) in McCarty's Subdivision of the West part of Out Lot 120 in the City of Indianapolis, reference being made to the plat thereof as recorded in Plat Book 7, Page 74, in the office of the Recorder of Marion County, Indiana.

Subject to the taxes for 1923 payable in 1924



In Witness Whereof, The said FRANCIS J. FLETCHER and MINNIE M.
FLETCHER, his wife,

..... have hereunto set their hands and seals.....
this 30th day of April, A. D. 19 23

[SEAL.] Francis J. Fletcher [SEAL.]

[SEAL.] Minnie M. Fletcher [SEAL.]

[SEAL.] [SEAL.]

16358

WARRANTY DEED

Francis Fletcher

TO

John & Mabel Hill
1010 S. Vermont

RECEIVED FOR RECORD

The day of APR 30 1923

A. D., 19 at 2 o'clock P.M.

and recorded in Deed Record 692

page 463

John O. Carter

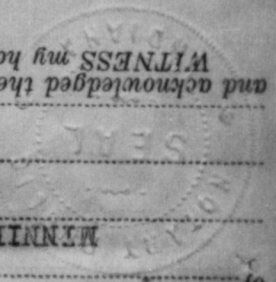
Recorder Marion County

DUTY ENTERED FOR TAXATION

FOR TAXATION, 19

APR 30 1923

Leo H. Seales Auditor
Marion County



and acknowledged the execution of the annexed Deed.

WITNESS my hand and Notarial Seal.

My commission expires September 16-1925

Francis M. Fletcher
Notary Public

MINNIE M. FLETCHER, his wife,

A. D., 19 23, personally appeared FRANCIS J. FLETCHER and

Before me, the undersigned, a Notary Public in and for said county, this 30th day

STATE OF INDIANA, MARION COUNTY, ss:

Charles E. Barry
Attorney and Counselor at Law
404-406 Kemcke Building
Indianapolis, Ind.

Indianapolis, Ind., May 12, 1914.

To Mr. John R. Welch, Sec'y,
Celtic Saving and Loan Association, No. 3,
Indianapolis, Ind.

Dear Sir:-

This is to certify that I have examined the abstract of title prepared by Elliott and Butler to August 20, 1892; and continued by the Indiana Title Guaranty and Loan Company to April 29, 1914; for the following described real estate, in the County of Marion, State of Indiana, to wit:- Lot Ninety-three (93) in McCarty's Subdivision of the West Part of Out Lot 120 in the City of Indianapolis.

From said examination, I am of the opinion, that the title to the said real estate, as shown by the said abstract, is vested of record in Mary E. Lake, now Brown, if she be the one married at No. 13, subject to the following:-

1. The taxes for 1914, now a lien.
2. Attention is called to any assessment for the South Park District for which this realty may be assessed.
3. A judgment at No. 23 against Mary E. Brown for \$7.45 and costs, entered September 22, 1905, in Cause No. 68677, Superior Court.
4. A judgment at No. 24 against Mary Brown for costs, entered January 5, 1911, in Cause No. 82503, Marion Superior Court.
5. A judgment at No. 25 against Mary E. Brown for costs, entered January 25, 1911, in Cause No. 79180, Marion Superior Court.
6. A judgment at No. 26 against Mary Brown for costs, entered July 2, 1912, in Cause No. 83123, Marion Superior Court.
7. Search was not made for judgments in the United States Circuit and District Courts.

Respectfully submitted,

Charles E. Barry

State of Indiana)
Marion County) SS
)

Before me, the undersigned Notary Public in and for said County and state, personally appeared this 13th day of May 1914, Mary Ellis Brown who after being duly sworn upon her oath declares that she is not the Mary E. Brown referred to in the Superior Court Number 68677 Book 262 Page 235 City Bond Company Versus Mary E. Brown September 22nd, 1905 costs \$7.45.

Also she is not the Mary Brown referred to in Superior Court Number 82503 Book 299 Page 555 Rudolph Brown Versus Mary Brown January 5th, 1911 costs \$9.45. Also she is not the

Mary E. Brown referred to in the Superior Court Number 79180 Book 306 Page 140 Rudolph Brown Versus Mary E. Brown January 25th 1911, costs \$4.30.

Also she is not the Mary Brown referred to in Superior Court Number 83123 Book 314 Page 492, Rudolph Brown Versus Mary Brown July 2nd, 1912 cost \$11.85. All of the above suits being found in an abstract prepared by the Indiana Title Guaranty and Loan Company dated April 29th, 1914 for Lot 93 in McCarty's Sub of the West part of Out Lot 120

Mary Ellis Brown

Subscribed and sworn to this 13th day of May 1914

Witness my hand and Notarial seal

Willis P. Maim

MY COMMISSION EXPIRES OCT. 10, 1917

4. Susanna McCarty
To Marriage
Henry Day. | December 9. 1857.
Marriage Record
No 6. page 659.

5. Susanna McCarty Day died testate August
30. 1873. Will Probated Sept 19. 1873. Will Record
E. page 123.

Gives $\frac{1}{4}$ interest in $N\frac{1}{2}$ & $N\frac{1}{4}$ 22. 15. 3. to
Nicholas McCarty on certain conditions.
Residue of real estate divided $\frac{1}{3}$ to Rev Henry
Day (her husband) $\frac{1}{3}$ to Henry McCarty Day,
their son and $\frac{1}{3}$ to Margaret McCarty Day
their daughter.

Estate settled in Circuit Court, Oct Term 1874.

6. Margaret R. McCarty
To Marriage
John C. S. Harrison | October 2. 1867.
Marriage Record
No 10. page 36.

7. Henry Day appointed Guardian of Henry
McCarty Day, who was 14 years of age Oct 19th
1873 and of Margaret McCarty Day, who was
10 years of age June 16. 1874. Guardians Docket
3. page 35.

8. Nicholas McCarty, Frances J. McCarty, John C. S.
Harrison and Margaret R. McCarty Harrison,
his wife, Henry Day, for himself and as
Guardian of Henry McCarty Day and Margaret
McCarty Day, Subdivision of the West part
of Out Lot 120, into 136. lots and 2 Blocks
lettered "A" and "B" and into streets and alleys

11-134

Ebenezer Sharpe, Agent
of the State of Indiana

To Deed
Nicholas M. Carty

Lot No. 20, Containing $52\frac{33}{100}$ acres
(with other real estate)

May 2, 1834.
Record 2, page 535
\$1390.⁰⁰

Recorded, June 21, 1834.

2. Nicholas M. Carty's Estate settled Dec Term 1859. Court of Common Pleas, Complete Record 11, page 66. Died intestate May 17, 1854, leaving Margaret M. Carty, widow, and Nicholas M. Carty, Margaret R. M. Carty, Frances J. M. Carty and Susanna M. Carty Day, his children and heirs at law, etc.

3. Margaret M. Carty
vs Partition
Susan M. Carty
Margaret R. M. Carty
Nicholas M. Carty and
Frances J. M. Carty

October Term 1854.
Court of Common Pleas
Order Book 2, pages 48
and 276, and Complete
Record 4, page 159
Petition filed June 23,

1854. That Nicholas M. Carty died leaving Margaret M. Carty, his widow, and children Susan M. Carty, Margaret R. M. Carty, Nicholas M. Carty, and Frances J. M. Carty. Died seized of the following real estate, Out Lot 120 (with other Real Estate)

The Commissioners herein set off to Margaret M. Carty, as her 1/3 in value, certain real estate other than Out Lot 120.

10. Nicholas McCarty, unmarried.
Margaret R. McCarty, Harrison
and John C. S. her husband
Francis J. McCarty, unmarried.
Henry Day, unmarried.
Henry McCarty Day, unmarried.
To W. Deed
Mary E. Lake $\frac{3}{4}$
Delbert Lake $\frac{1}{4}$

February 20, 1885
Record 173, page 481.
\$450.⁰⁰
Recorded Feby 23, 1885.
Lot 93. McCarty's
Subdivision of the
West part of Out
Lot 120 City of
Indianapolis

11. Adelbert Lake
To Marriage
Arthur D. Katts

December 30, 1885
Marriage Record
No 19, page 567.

12. Delbert Lake Katts
formerly Delbert Lake and
Arthur D. her husband
To W. Deed
Mary E. Lake.

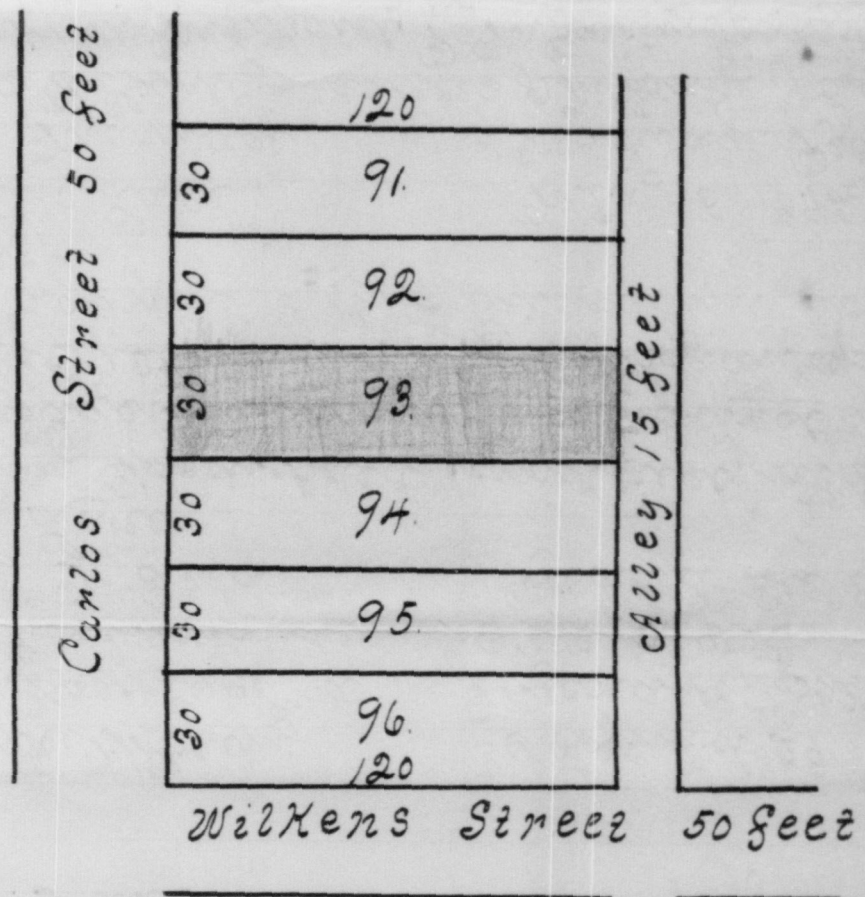
November 29, 1886.
Record 187, page 70.
\$112.⁰⁰
Recorded, Dec 8, 1886.

Undivided $\frac{1}{4}$ interest in Lot 93
in McCarty's Subdivision of the best part
of Out Lot 120 in the City of Indianapolis.

13. Mary Ellis Lake
To Marriage
Carl M. Brown.

May 5, 1892.
Marriage Record
24, page 155.

Dated April 10, 1875. Recorded April 17, 1875 in
 Plat Book 7, page 74.



9. Henry Day, Guardian of
 the estate of Margaret
 M. Carty Day minor
 heir of Susannah M. Carty
 Day, deceased
 To Guardian's Deed
 Frances J. M. Carty
 to Lot 93, in M. Carty's Subdivision
 of the West part of Out Lot 120, City of Indianapolis
 (with other real estate)
 By order of the Circuit Court, order Book 60
 page 228. Deed approved April 18, 1882.

April 18, 1882.
 Record 152, page 306.
 \$4484
 Recorded April 24, 1882.
 The undivided 1/2,
 being the interest
 of said ward in and

14

Incumbrances

James J. Hutchins

15

Taxes 1891 Paid.

16

Indianapolis, Ind. August 20. 1892.

The foregoing is the Chain of Title to and the Incumbrances upon Lot 93 in McCarty's Subdivision of the West part of Out Lot 120 in the City of Indianapolis, as shown by the Records of the Recorder's Office, General Judgment Dockets of the Circuit and Superior Courts and Lis Pendens Records of Complaints and attachments of Marion County, Indiana.

Elliott & Butler

Continuation of Abstract of Title to Lot 93 in McCarty's
Subdivision of the West Part of Out Lot 120 in the City of Indianapolis.

Prepared for Means and Buenting, since date of former continuation
August 20, 1892.

17

There are no further conveyances.

AFFIDAVITS.

Misc. Record

17. p. 11.
Sept. 7, 1881,
Recorded
Jan. 23, 1893.

18

I, Henry Day, the undersigned, being duly sworn according to law, say that ever since the year 1857, I was acquainted with the family of Nicholas McCarty to whom the agent of the State deeded Out Lot 120 in the City of Indianapolis, on May 2, 1835, which deed is recorded in Deed Record "D" page 535; that said Nicholas McCarty died previous to the fall of 1854; that he left Margaret McCarty his widow surviving him; that the only children he left surviving him were Nicholas McCarty, Junior, Margaret R. McCarty, Frances J. McCarty, and Susannah McCarty, who subsequently married affiant; that he left surviving him no grand-children by deceased sons or daughters; that said Nicholas McCarty Jr., Frances J. McCarty and Margaret R. McCarty were of age and unmarried on February 9, 1864, and that the said Susannah McCarty, affiant's wife, was of age on February 9, 1864.

71. p. 357.
Mch. 1, 1912,
Recorded
May 14, 1912.

19

STATE OF INDIANA, COUNTY OF MARION, SS:

Nicholas McCarty, being duly sworn upon his oath says that he was acquainted during the lifetime, with one Henry Day, who was the husband of Susannah McCarty Day, who was formerly the owner of the North Half of the North West Quarter of Section 22. Township 15. North, Range 3. in Marion County, State of Indiana, which ground was subsequently subdivided and known as McCarty's Subdivision of the West part of Out Lot 120 in the City of Indianapolis, and that the said Henry Day, who together with Nicholas McCarty, and others conveyed by Warranty Deed the undivided five sixths part of Out Lot 109 in McCarty's Subdivision of the West part of Out Lot 120 in the City of Indianapolis, said deed bearing date of April the 28th, 1875, and recorded in Town Lot Record 114 at page 234, was at that time an unmarried man and that the said Henry Day never remarried after the death of his wife, Susanna McCarty Day, but died a widower.

Further affiant sayeth not.

(Signed) Nicholas McCarty.

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 1st day of May, 1912.

(Signed) Fred D. Stilz,

Notary Public, (L.S.)

My Commission expires April 8th, 1916.

20

✓ Taxes for 1913 paid.
MARION TITLE GUARANTY & LOAN CO.
✓ Taxes for 1914 now lien.
James MB

21

22

NOTICE:- The Park Commissioners have divided the City into Four Park Districts, North, East, South and West. This property lies within the South District, and may be assessed for Park and Boulevard purposes. Park assessment #1, approved March 6, 1911, and #2, approved June 23, 1913, paid.

JUDGMENTS.

23

IN THE MARION SUPERIOR COURT.

#68677
262. p. 235

✓ City Bond Co., versus Mary E. Brown.
September 22, 1905,
not same party

\$7.45 and costs ^{5.80}

24

#82503
299. p. 555

✓ Rudolph Brown versus Mary Brown.
January 5, 1911,
not same party

Costs. ^{9.45}

25

#79180
306. p. 140.

✓ Rudolph Brown versus Mary E. Brown.
January 25, 1911,
not same party

Costs. ^{4.00}

26

#83123
314. p. 492

✓ Rudolph Brown versus Mary Brown.
July 2, 1912,
not same party

Costs. ^{11.85}

27

Indianapolis, Indiana, April 29, 1914.

From a search of the Records in the Recorder's Office, Tax Sale Records in the Auditor's Office, 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.

E. & X.
Compared with "N".

INDIANA TITLE GUARANTY & LOAN CO.

Fred. Loomis
Sec'y & Treas.

Continuation of Abstract of Title to Lot 93 in McCarty's Subdivision of the West part of Out Lot 120 in the City of Indianapolis, reference being made to the plat thereof as recorded in Plat Book 7, page 74, in the office of the Recorder of Marion County, Indiana.

Prepared for John R. Welch, since date of April 29, 1914.

527, p. 558.
May 13, 1914.
Recorded
May 13, 1914.

Mary Ellis Brown, a widow,
of Marion County, Indiana,
to
Francis J. Fletcher.

Warranty Deed.

Lot 93 in McCarty's Subdivision of the West part of Out Lot 120 in the City of Indianapolis.
Subject to taxes for 1914 due and payable 1915.

-1-

-2-

There are no further conveyances.

-3-

Taxes for the year 1922, first installment paid, second installment unpaid, payable in November, 1923.

-4-

Taxes for the year 1923, now a lien, payable in May and November, 1924.

Rucci B

shown of record
M. Brown
BY *[Signature]*
Taxes are now

Indianapolis, Ind., April 17, 1923.

We find no further conveyances nor unsatisfied encumbrances of record on lot as described in Caption.

Search made in the Recorder's Office, the Tax Sale Indexes in the Auditor's Office, the Current Tax Duplicates in the Treasurer's Office, and the Lis Pendens Records of Complaints and Attachments and Judgment Dockets of the Marion Superior, Circuit and Probate Courts; also Records of Street, Alley, Park and Sewer Improvement Assessments in the Treasurer's Office as certified by the City Comptroller, as said Records and Dockets are now entered up.

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

This Guaranty
[Signature] Manager

1.

INDIANAPOLIS

Continuation of Abstract of Title to Lot Numbered Ninety-three (93) in McCarty's Subdivision of the West part of Out Lot 120 of the Donation Lands in the City of Indianapolis, the plat of which is recorded in Plat Book 7 page 74 in the office of the Recorder of Marion County, Indiana.

TITLE

Prepared for Railroadmen's Federal Savings and Loan Association of Indianapolis since date of April 17, 1923.

Deed Record
Town Lots
692 page 463
April 30, 1923
Recorded
April 30, 1923

OF

CONVEYANCES

Francis J. Fletcher and
Minnie M. Fletcher,
his wife
to
John J. Mulvihill

Warranty Deed

2.

ABSTRACTS

Lot 93 in McCarty's Subdivision of the West part of Out Lot 120 in the City of Indianapolis, reference being made to the plat thereof as recorded in Plat Book 7 page 74 in the office of the Recorder of Marion County, Indiana.

3.

John J. Mulvihill, died testate June 11, 1943.

Will Record
GGG page 237
Sept. 3, 1936
Probated
Sept. 23, 1943

L. M. Brown Abstract Co.,

John J. Mulvihill

Will

I, John J. Milvihill, of Indianapolis, Indiana, being of sound mind and disposing memory, and being desirous of making a disposition of my estate to take effect after my death, do hereby make, publish and declare the following as and for my Last Will and Testament, hereby expressly revoking any and all former wills and codicils thereto, heretofore by me made.

1. It is my will and I hereby direct that all my just debts be first paid out of my estate as speedily as practicable after my death, including the expenses of my last illness, funeral, inheritance tax, and cost of administration hereon.

2. It is my will and I hereby give and bequeath to the Pastor of St. Johns Catholic Church, Indianapolis, Indiana, the sum of Two Hundred Fifty Dollars (\$250.00) as a stipend for masses for the repose of the souls of the deceased members of my family.

INDIANAPOLIS

TITLE

OF

ABSTRACTS

L. M. Brown Abstract Co.,

3. All the rest and residue of my estate remaining, wheter the same be real, personal or mixed, and wherever the same may be located, I hereby give, devise and bequeath to my two adopted children, John R. Todd Mulvihill and Elizabeth Gene Todd Mulvihill, share and share alike, absolutely and forever. In the event that either of said adopted children shall predecease me, then and in that event all the rest and residue of my estate herein given, devised and bequeathed, shall go to the survivor.

In the event that either of said adopted children shall die prior to my death, leaving surviving a child, children or the descendants of any deceased child or children, then it is my will that the share of my estate herein devised and bequeathed to such adopted child, shall go to the child, children or descendants of such deceased adopted child, share and share alike.

In the event both of my said adopted children shall die prior to my death, leaving no child or children or the descendants of any child or children, then it is my will, and I hereby give, devise and bequeath all the rest and residue of my estate to my nieces, Elnora Doody Briggs, Elizabeth Doody Dorrell, Mary Ann Doody, and my nephew, Michael F. Doody, share and share alike, absolutely and forever.

4. The said adopted children named in Item Three hereof are the natural children of my deceased daughter, Mary Mulvihill Todd, and her husband, Rucker H. Todd. I have had the care and custody of both children since the death of their mother on August 2, 1926, at which time Elizabeth Gene Todd Mulvihill was one year seven months old and John R. Todd Mulvihill was three years seven months old. That I was obliged to take care of these children because their father stated to me immediately after the burial of my daughter that he "Did not want the children." That thereafter, upon the failure of the father to contribute to the support of the children, they were made wards of the Juvenile Court and their legal custody given to me by the Judge of that court.

For the reason above stated in this item of my will, it is my desire and I hereby nominate my niece, Elnora Doody Briggs, of Indianapolis, Indiana, as guardian of said adopted minor children, John R. Todd Mulvihill and Elizabeth Gene Todd Mulvihill.

5. I hereby nominate and appoint my niece, Elnora Doody Briggs, of Indianapolis, Indiana, executrix of this my Last Will and Testament.

IN WITNESS WHEREOF, I, John J. Mulvihill, have hereto set my hand and do declare the foregoing instrument to be my Last Will and Testament, this 3rd day of September, 1936.

John J. Mulvihill.

INDIANAPOLIS

Signed, published, declared and acknowledged by the said John J. Mulvihill as and for his Last Will and Testament, in our presence, who, at his request, in his presence, and in the presence of each other, have signed our names as attesting witness thereto, this 3rd day of September, 1936.

Robert C. Deardorff
June St. John.

Codicil
GGG page 239

TITLE

FIRST CODICIL TO THE
LAST WILL AND TESTAMENT
OF JOHN J. MULVIHILL

OF

I, John J. Mulvihill, of Indianapolis, Indiana, do hereby make, publish and declare the following as and for my first codicil to my last will and testament dated September 3rd, 1936, hereby expressly confirming all of the provisions of my said last will and testament not inconsistent with this codicil.

ABSTRACTS

1. I hereby revoke Item Five of my last will and testament and in lieu thereof I hereby nominate and appoint George Gaughan of Indianapolis, Indiana, executor of my said last will and testament.

IN WITNESS WHEREOF I have hereunto subscribed my name to the above and foregoing codicil to my last will and testament this 28th day of October, 1942.

John J. Mulvihill.

The foregoing codicil was subscribed, published and declared by John J. Mulvihill as and for a first codicil to his last will and testament, in our presence, and we at the same time, at his request, in his presence and in the presence of each other, hereunto subscribed our names as attesting witnesses this 28th day of October, 1942.

Kirkwood Yockey
Vida K. Dicks

L. M. Brown Abstract Co.,

PROBATE COURT OF MARION COUNTY

Estate Docket
127 page 45680

John J. Mulvihill

Estate

5.

October 14, 1943 Application for letters filed.
Bond filed and George Gaughan appointed Executor.
Order Book 214 page 15.

November 13, 1944 Proof of Publication of Notice of Appointment filed.

October 26, 1944 Final report filed.
November 10, 1944 Proof of Publication of Final Notice filed.

INDIANAPOLIS
TITLE
OF
ABSTRACTS
L. M. Brown Abstract Co.,

November 18, 1944 Proof of Posting Final Notice filed.
November 18, 1944 Final Report Approved and Estate closed.
Order Book 223 page 66.
Entry on final report recites that the Court, being sufficiently advised, now finds:

(a) That more than one year has elapsed since the granting of letters testamentary upon said estate to the said George Gaughan, and the giving of notice thereof as required by law.

(b) That all of testator's debts and liabilities, and of his estate, have been paid and discharged, after which there remained in the hands of said executor over and above all credits claimed by him, the following personal property, to-wit:

1. Balance--Celtic Federal Savings & Loan Assn., Share Account #150.....\$103.79
2. Trustees Participation Certificate No. 150 of Celtic Savings & Loan Assn. No. 3, of the face value of \$6,778.44, less 55% distribution dividends paid, and of the present face value of \$3,050.30
3. Balance in cash for distribution..... \$2,765.41

(c) That in compliance with Item 2 of the last will and testament of said John J. Mulvihill, deceased, said executor on July 10, 1944 paid to the Rev. Bernard Sheridan, the Pastor of St. Johns Catholic Church, Indianapolis, Indiana, the sum of \$250.00, given and bequeathed to the Pastor as a stipend for masses for the repose of the souls of the deceased members of testator's family.

(d) That said John J. Mulvihill, at the time of his death, was the owner in fee simple of the following described real estate in Marion County, Indiana to-wit:
Lot No. 93 in McCarty's Subdivision of the West part of Out Lot 120 in the City of Indianapolis, in Marion County, State of Indiana, as per plat thereof recorded on April 13, 1875 in Plat Book 7, page 74 in the office of the Recorder of Marion County, Indiana.

(e) That under the terms and provisions of Item 3 of the last will and testament of said testator, his adopted children, John R. Todd Mulvihill and Elizabeth Jeanne Todd Mulvihill, are named as his residuary legatees and devisees, to share equally in the residue of his said estate; that both of said adopted children are living and both are residents of the City of Indianapolis; and that as such residuary legatees and devisees, the said John R. Todd Mulvihill and the said Elizabeth Jeanne Todd Mulvihill are entitled to share equally in all of the personal property remaining in the hands of said executor, the same being more particularly described in paragraph (b) hereof; and that the title to the real estate described in paragraph (d) hereof vests in them equally as tenants in common.

243213

INDIANAPOLIS
TITLE
OF
ABSTRACTS
L. M. Brown Abstract Co.,

(f) That said estate is not liable for any gross income tax, as evidenced by the Certificate of the Director of the Gross Income Tax Division filed with said account in final settlement.

(g) That said estate has been appraised for inheritance taxes, and the tax due as found and determined by this court in the sum of \$22.56 has been paid, as evidenced by the duly countersigned receipt of the Treasurer of Marion County, which receipt is also filed with said account in final settlement.

(h) That said testator was not "an Employer", as defined by the Indiana Employment Security Act, at the time of his death, and therefore his said estate is not liable for the payment of any contributions, interest or penalties imposed by said act.

IT IS THEREFORE, ORDERED AND ADJUDGED by the Court, that said account of said executor in final settlement of said estate be, and the same is hereby ratified, confirmed and approved, and that all credits claimed therein be, and they are hereby approved and allowed:

IT IS FURTHER ORDERED AND ADJUDGED BY the court, that the action of said executor in paying to the Rev. Bernard Sheridan, as Pastor of the St. Johns Catholic Church, Indianapolis, Indiana, the sum of \$250.00, bequeathed to him under Item 2 of said will as found in paragraph (c) hereof be, and it is hereby ratified, confirmed and approved.

IT IS FURTHER ORDERED AND ADJUDGED by the court that said executor make distribution of the personal property remaining in his hands, as enumerated in paragraph (b) hereof, in the following manner, to-wit: by paying or delivering directly to said John R. Todd Mulvihill, or to the Clerk of this Court, for his use, one-half thereof; and by paying or delivering directly to George Gaughan, Guardian of said Elizabeth Jeanne Todd Mulvihill, a minor, for her use, one-half thereof.

IT IS FURTHER ORDERED AND ADJUDGED by the court, that upon the filing of receipts showing that distribution of the personal property has been made as herein ordered, said George Gaughan shall be released and discharged from his said trust, as executor under the last will and testament of said John J. Mulvihill, deceased, and said estate shall then be adjudged fully administered upon and finally settled and closed.

And now comes said George Gaughan, as executor of said estate, and files with the court the receipts of John R. Todd Mulvihill, by George Gaughan, attorney-in-fact, and George Gaughan, Guardian of Elizabeth Jeanne Todd Mulvihill, a minor, acknowledging that distribution of the personal property has been made as herein ordered.

INDIANAPOLIS

TITLE

OF

ABSTRACTS

L. M. Brown Abstract Co.,

Note: See Guardian's Docket 28 page 297 shows appointment of George Gaughan as Guardian of Elizabeth Jean Todd Mulvihill age 19 on October 25, 1944 Order Book 227 page 612 and on February 25, 1946 Final Report was filed and approved and Guardianship Closed.

Order Book 233 page 323.

Schedule of property filed, in determining inheritance tax, lists the real estate herein abstracted and shows the gross value of the estate to be \$7720.64.

Order Book 216 page 339.

Deed Record
1161 page 90
Nov. 22, 1944
Recorded
Nov. 29, 1944

George Gaughan

Affidavit

6.

Affiant says that on June 11, 1943 one John J. Mulvihill died testate a resident of Marion County, Indiana; that his last will and testament was duly probated before the Judge of the Probate Court of Marion County, Indiana on September 23, 1943 and recorded in Will Record GGG page 237 in the office of the Clerk of the Probate Court of Marion County, Indiana.

That the undersigned duly qualified as executor on October 4, 1943 and after completing the administration of said estate filed his final report on October 26, 1944, which final report was approved and said executor released and discharged from his trust on November 18, 1944.

That at the time of his death said John J. Mulvihill was the owner of the following described real estate in Marion County, Indiana, to-wit:

That under the terms and provisions of Item Three of said Last will and testament, John R. Todd Mulvihill and Elizabeth Jeanne Todd Mulvihill are named as sole residuary legatees and devisees.

That said above described real estate remained undisposed of constituted a part of the residue of said estate and the title thereto vested in said John R. Todd Mulvihill and Elizabeth Jeanne Todd Mulvihill, as tenants in common.

That this affidavit is made for the purpose of authorizing and inducing the auditor of Marion County, Indiana to transfer said real estate on the tax duplicates from the name of John J. Mulvihill to John R. Todd Mulvihill and Elizabeth Jeanne Todd Mulvihill, as equal tenants in common.

And further affiant saith not.

George Gaughan.

7.

WE FIND NO FURTHER CONVEYANCES

243213

- INDIANAPOLIS
- ENCUMBRANCES
- MORTGAGES
8. None found unsatisfied of record filed within the period of this search.
- TITLE
- MECHANIC'S LIENS
9. None found unsatisfied of record filed within the period of this search.
- OF
- JUDGMENTS
10. Search is made, and strictly limited, for judgments, which may have been entered against the following parties, solely under the names as herein written, and not otherwise, and the General Certificate hereto appended is accordingly limited.
John J. Mulvihill from July 22, 1937 to June 11, 1943 inclusive.
John R. Todd Mulvihill, Elizabeth Jeanne Todd Mulvihill and Elizabeth Gene Todd Mulvihill for ten years last past.
None found unsatisfied.
- ABSTRACTS
- OLD AGE ASSISTANCE LIENS
11. Search made as to old age assistance liens which may have been filed against John R. Todd Mulvihill and Jeanne Todd Mulvihill from May 1st, 1947.
None found unsatisfied.

L. M. Brown Abstract Co.,

243213

INDIANAPOLIS

ASSESSMENTS

12.

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

TITLE

TAXES

13.

November Installment 1945 taxes unpaid and delinquent.

OF

14.

Taxes for year 1946, assessed in names of John R. Todd Mulvihill and Elizabeth Jeanne - Mulvihill are due and payable the first Monday in May and the first Monday in November, 1947.

ABSTRACTS

General Tax Duplicate No. 380161
Parcel No. 52096

Indianapolis, Center Township

May Installment \$17.87, unpaid and delinquent
Nov. Installment \$17.87, unpaid

*since Paid
C.M.*

L. M. Brown Abstract Co.,

15.

Taxes for year 1947 became a lien March 1st and are due and payable in May and November of the year 1948.

*As shown of record taxes are now
L. M. Brown Abstract Co.
by *Wm. A. [unclear]**

ZONING .

16.

L. M. Brown Abstract Co.,
 ABSTRACTS
 OF
 TITLE
 INDIANAPOLIS

Zoning Ordinance #114, prepared by City Plan Commission, Council Proceedings of 1922, page 655, introduced November 6, 1922, passed by the Common Council November 20, 1922, signed by the Mayor December 4, 1922, and effective December 20, 1922.

General Ordinance #79, 1939, an ordinance to amend General Ordinance #114, 1922. Council Proceedings of 1939, page 645, introduced October 2, 1939, passed by the Common Council, October 16, 1939, and signed and approved by the Mayor, October, 1939, and effective January 10, 1940.

Provides for the establishing of a Zoning Plan for the City of Indianapolis 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 into the following districts:

Being 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.

And into 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; and

Eight Classes of Area Districts, Class AAA, 30,000 square feet per family; 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-4, 1,200 square feet per family; Class A-5, 600 square feet per family; Class A-6, unlimited.

Provides for its administration by the Building Commissioner, and for penalties for violation of its provisions and authorizes the creation of a Board of Zoning Appeals, and that no building or apartment shall be erected or used except in conformity with the regulations prescribed in said Ordinance.

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

Established 1868

OFFICERS

RUSSELL A. FURR
PRES. & MANAGER
VOLNEY M. BROWN
VICE-PRESIDENT
FRED G. APPEL
VICE-PRESIDENT
CORNELIUS O. ALIG
TREASURER
EDSON T. WOOD, JR.
SECRETARY
JACOB F. DELKER
ASST. MGR.

L. M. BROWN ABSTRACT CO.

150 1/2 EAST MARKET STREET

Phone Market 3448

ABSTRACTS—TITLE INSURANCE—ESCROWS

Capital \$150,000.00

INDIANAPOLIS 4, IND

243213

DIRECTORS

CHAS. R. YOKE
EDSON T. WOOD, JR.
FERMOR S. CANNON
VOLNEY M. BROWN
FRED G. APPEL
CORNELIUS O. ALIG
FRED WUELFING
ALLAN P. VESTAL
ALBERT E. UHL
RUSSELL A. FURR
SAMUEL S. BUTPHIN
J. ALBERT SMITH

In The UNITED STATES DISTRICT COURT

SEARCH FOR
BANKRUPTCIES

At the Request of

RAILROADMEN'S FEDERAL SAVINGS AND LOAN ASSOCIATION
OF INDIANAPOLIS

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

The undersigned L. M. BROWN ABSTRACT CO., of Indianapolis, hereby certifies that there are no Bankruptcies, either voluntary or involuntary, of record, in any one of the above named seven divisions of the United States District Courts for ten years last past, except such as may hereafter be set out against any one of the following named parties, under the spelling of the name as herein written, and not otherwise.

This certificate covers the Indianapolis Division down to and including July 22, 1947
and all other Divisions of the State of Indiana, down to and including July 19, 1947

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

John J. Mulvihill

John R. Todd Mulvihill

Elizabeth Jeanne Todd Mulvihill

Elizabeth Gene Todd Mulvihill

Dated July 22, 1947

L. M. BROWN ABSTRACT CO.

By *Russell A. Furr*
President and Manager

LH

1

INDIANAPOLIS

Continuation of Abstract of Title to Lot numbered Ninety-three (93) in McCarty's Subdivision of the West part of Out Lot 120 of the Donation Lands in the City of Indianapolis, the plat of which is recorded in Plat Book 7 page 74 in the office of the Recorder of Marion County, Indiana.

TITLE

Prepared for Railroadmen's Federal Savings and Loan Association of Indianapolis, since date of July 22, 1947.

OF

CONVEYANCES

Marriage Record
175 page 349
Oct. 17, 1946

Elizabeth Jeanne Todd
and
Robert R. Hueber.

Marriage

2

ABSTRACTS

Deed Record
1269 page 305
Aug. 9, 1947
Recorded
Aug. 11, 1947

John R. Todd Mulvihill

Affidavit

3

L. M. Brown Abstract Co.,

Affiant says that he is of lawful age and a resident of Marion County, Indiana; that he and Elizabeth Jeanne Todd Mulvihill are the owners of the following described real estate in Marion County, Indiana, having acquired the title thereto as devisees under the Last Will and Testament of John J. Mulvihill who died testate June 11, 1943, and whose will is of record in Will Record GGG page 237 in the office of the Recorder of Marion County, Indiana; that this affiant and his sister Elizabeth Jeanne Todd Mulvihill, sometimes known as Elizabeth Gene Todd Mulvihill are grandchildren of said John J. Mulvihill, deceased, and also legally adopted children of said John J. Mulvihill, deceased; that the gross value of the estate of said John J. Mulvihill together with his investments in all the property in which he held a joint interest and including the proceeds of insurance upon his life was less than \$60,000.00 and therefore not subject to Federal Estate Tax; that no child was born to said decedent subsequent to the execution of his last will and testament.

Affiant further states that he is also sometimes known as John R. Todd but that his real name is John R. Todd Mulvihill; that his sister, said Elizabeth Jeanne Todd Mulvihill married Robert Hueber, her present husband October 17, 1946 in Marion County, Indiana.

(over)

INDIANAPOLIS

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 into the name of this affiant, John R. Todd Mulvihill and Elizabeth Jeanne Hueber.

John R. Todd Mulvihill.

Deed Record
1269 page 312
Aug. 9, 1947
Recorded
Aug. 11, 1947

TITLE

Elizabeth Jeanne Todd Mulvihill
Hueber and Robert Hueber,
her husband,
To
John R. Todd Mulvihill.

Warranty Deed
Revenue Stamps
Attached

4

OF

Lot No. 93 in McCarty's Subdivision of the West part of Out Lot 120 of the Donation Lands in the City of Indianapolis, the plat of which is recorded in Plat Book 7 page 74 in the office of the Recorder of Marion County, Indiana.

Subject to all unpaid taxes and assessments.

Note: Deed contains the usual citizenship statement by grantors.

ABSTRACTS

5

WE FIND NO FURTHER CONVEYANCES

ENCUMBRANCES

MORTGAGES

Mtg. Record
1420 page 92
Aug. 9, 1947
Recorded
Aug. 11, 1947

L. M. Brown Abstract Co.,

John R. Todd Mulvihill and
Martha Ann Mulvihill,
his wife,
To

Railroadmen's Federal Savings
and Loan Association of
Indianapolis.

Lot No. 93 in McCarty's Subdivision of the West part of Out Lot 120 of the Donation Lands in the City of Indianapolis, the plat of which is recorded in Plat Book 7 page 74 in the office of the Recorder of Marion County, Indiana.

To secure the payment of a principal promissory note of \$1800.00 of even date, and payable on or before 10 years from date with interest as provided for in

SATISFIED OF RECORD
ATTEST, UNION TITLE
BY *Albert M. Buel*
PRESIDENT
Mortgage 5-12-49

(over)

INDIANAPOLIS

TITLE

OF

ABSTRACTS

L. M. Brown Abstract Co.,

said note from date until paid, said principal and interest being payable in payments of not less than \$18.23 per month in advance. All of said payments to be made at the office of the mortgagee on or before the 25th day of each calendar month hereafter until the whole of said principal sum and interest is fully paid.

Mortgagors agree to pay on or before the 25th day of each calendar month hereafter until the obligations hereby secured are fully satisfied not less than the sum of \$3.77 to be used in the payment of said taxes, assessments, etc. and 10% attorney's fees.

MECHANIC'S LIENS

7

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

OLD AGE ASSISTANCE LIENS

8

Provided by the Acts concerning Public Welfare, approved March 12, 1947:

Search has been made as to Old Age Assistance Liens filed in the office of the Recorder of Marion County as to the persons listed, and for the period specified in the following Judgment Search.

We find none.

JUDGMENTS

9

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

Elizabeth Jeanne (or Gene) Todd Mulvihill from July 22, 1947 to August 11, 1947 inclusive;

Elizabeth Jeanne (or Gene) Todd Mulvihill Hueber from October 17, 1946 to August 11, 1947 inclusive;

John R. Todd Mulvihill from July 22, 1947 to date.

None found unsatisfied.

CERTIFICATE

17.

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

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

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

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

III. IN THE OFFICE OF THE TREASURER OF MARION COUNTY, search made in the current tax duplicates for unpaid taxes, assessed against the real estate for which this examination is prepared; search is also made in the assessment duplicates for unpaid Ditch assessments and Municipal improvement assessments, as the same now appear in the hands of the Treasurer for collection, which are a lien upon the real estate for which this examination is prepared.

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

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

The period of search covered by this certificate is
 from April 17, 1923 to and including
 July 22, 1947 and covers Paragraphs No. 1 to 17

both inclusive, and Sheets No. 1
 to 10 both inclusive.



L. M. BROWN ABSTRACT COMPANY
 By *Russell A. Zinn*

President & Mgr.

LH

CERTIFICATE

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

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

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

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

III. IN THE OFFICE OF THE TREASURER OF MARION COUNTY, search made in the current tax duplicates for unpaid taxes, assessed against the real estate for which this examination is prepared; search is also made in the assessment duplicates for unpaid Ditch assessments and Municipal improvement assessments, as the same now appear in the hands of the Treasurer for collection, which are a lien upon the real estate for which this examination is prepared.

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

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

The period of search covered by this certificate is
 from July 22, 1947 to and including
November 17, 1948 and covers Paragraphs No. 1 to 14
 both inclusive, and Sheets No. 1
 to 5 both inclusive.



L. M. BROWN ABSTRACT COMPANY

By *Russell A. Jura*
 President & Mgr.

PF

Established 1868

OFFICERS
 RUSSELL A. FURR
 PRES. & MANAGER
 VOLNEY M. BROWN
 VICE-PRESIDENT
 FRED G. APPEL
 VICE-PRESIDENT
 CORNELIUS O. ALIG
 TREASURER
 EDSON T. WOOD, JR.
 SECRETARY
 JACOB F. DELKER
 ASST. MGR.

L. M. BROWN ABSTRACT CO.

150½ EAST MARKET STREET

Phone Market 3448

ABSTRACTS—TITLE INSURANCE—ESCROWS

Capital \$150,000.00

INDIANAPOLIS 4, IND.

265708

DIRECTORS
 CHAS. R. YOKE
 EDSON T. WOOD, JR.
 FERMOR S. GANNON
 VOLNEY M. BROWN
 FRED G. APPEL
 CORNELIUS O. ALIG
 FRED WUELFING
 ALLAN P. VESTAL
 ALBERT E. UHL
 RUSSELL A. FURR
 SAMUEL B. BUTPHIN
 J. ALBERT SMITH

In The UNITED STATES DISTRICT COURT

SEARCH FOR
BANKRUPTCIES

At the Request of

RAILROADMEN'S FEDERAL SAVINGS AND
LOAN ASSOCIATION OF INDIANAPOLIS

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

The undersigned L. M. BROWN ABSTRACT CO., of Indianapolis, hereby certifies that there are no Bankruptcies, either voluntary or involuntary, of record, in any one of the above named seven divisions of the United States District Courts for ten years last past, except such as may hereafter be set out against any one of the following named parties, under the spelling of the name as herein written, and not otherwise.

This certificate covers the Indianapolis Division down to and including November 17, 1948. and all other Divisions of the State of Indiana, down to and including November 13, 1948.

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

Elizabeth Jeanne (or Gene) Todd Mulvihill
Elizabeth Jeanne (or Gene) Todd Mulvihill Hueber
John R. Todd Mulvihill

Dated November 17, 1948.

L. M. BROWN ABSTRACT CO.

By *Russell A. Furr*
President and Manager

PF

354670

CAPTION

-1-

Continuation of Abstract of Title to Lot 93 in McCarty's Subdivision of the West part of Out Lot 120 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 7, page 74 in the office of the Recorder of Marion County, Indiana.
Since November 17, 1948.

Prepared for: Frank J. Viehmann Company.

IN THE MARION CIRCUIT COURT

Cause No. 65675
Complaint Filed
December 1, 1948

-2-

Railroadmen's Federal
Savings and Loan
Association of
Indianapolis

vs

John R. Todd Mulvihill and
Martha Ann Mulvihill,
his wife

Suit instituted to foreclose mortgage recorded August 11, 1947 in Mortgage Record 1420 at page 92 thereof.

Summons issued December 1, 1948. Returnable December 15, 1948 and returned showing that defendant Martha Ann Mulvihill was served by reading and copy December 2, 1948 and that defendant John R. Todd Mulvihill was served by copy December 2, 1948.

December 17, 1948. Plaintiff herein filed of non-military service showing that both defendants herein have not been inducted into the land or naval forces of the United States and are not in the military service of the United States.

December 17, 1948. Judgment and decree. Defendants John R. Todd Mulvihill and Martha Ann Mulvihill his wife called and defaulted. Finding for plaintiff on complaint; judgment rendered against said defendant John R. Todd Mulvihill for \$1919.83 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 290 page 462.

Judgment and Costs Unpaid.

5-5-49
JUDGMENT SATISFIED
AND COSTS PAID
ATTEST, UNION TITLE CO.

BY *Arthur M. Smith*
PRESIDENT

354670

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 May 1, 1947.

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:

John R. Todd Mulvihill

from November 17, 1948
to date and
against none other.

Cause #65675
Dec. 17, 1948
Order Book
290 page 462

-5-

IN THE MARION CIRCUIT COURT

Railroadmen's Federal
Savings and Loan
Association of Indianapolis
vs

John R. Todd Mulvihill

Judgment rendered vs defendant for \$1919.83
and costs.

5-5-49
JUDGMENT SATISFIED
AND COSTS PAID
ATTEST: UNION TITLE CO.
Albert M. Smith
PRESIDENT

354670

-6-

Taxes for the year 1948 on the Real Estate for which this Abstract is prepared are assessed in the name of John R. Todd Mulvihill and are due and payable on or before the first Mondays in May and November of 1949.

General Tax Duplicate No. 380322, M.N.O., Indianapolis, Center Township, Parcel No. 52096.

May Installment \$9.87 Unpaid.

SINCE PAID IN FULL
ATTEST. UNION TITLE CO.
Albert M. Smith
PRESIDENT

November Installment \$9.87 Unpaid.

-7-

Taxes for the year 1948 now a lien.

SINCE PAID IN FULL
ATTEST. UNION TITLE CO.
Albert M. Smith
BY PRESIDENT

354670

GUARANTEED CERTIFICATE

-8-

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 8 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 4 both inclusive.

Dated at Indianapolis, Indiana, March 21, 1949, 8 A.M.

UNION TITLE COMPANY

by *Albert M. Bristow*
President

-4- ap

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

354670

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: Frank J. Viehmann 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 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

March 16, 1949, 8 A.M. and

The Indianapolis Division of the Southern District down to and including

March 17, 1949, 8 A.M.

John R. Todd Mulvihill

UNION TITLE CO.

BY *Albert M. Bristor*
PRESIDENT

ap

454437

CAPTION

-1-

Continuation of Abstract of Title to Lot 93 in McCarty's Subdivision of the West part of Out Lot 120 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 7, page 74 in the office of the Recorder of Marion County, Indiana.
Since March 21, 1949, 8 A.M.

Prepared for: David Berger.

-2-

Carlos Street was changed to S. Senate Avenue by Special Ordinance No. 654 Year 1897.

Town Lot Record
1336 page 470
Inst. #25664
April 19, 1949
Recorded
May 5, 1949

John R. Todd Mulvihill and
Martha Ann Mulvihill, his wife,
to
Richard H. Oberreich and
Harriett R. Oberreich,
husband and wife,

Warranty Deed
(U.S. Revenue
Stamp Attached)

-3-

Lot Number 93 in McCarty's Subdivision of the West part of Out Lot 120 of the Donation Lands in the City of Indianapolis the plat of which is recorded in Plat Book 7, page 74 in the office of the Recorder of Marion County, Indiana.

Subject to judgment rendered in favor of Railroadmen's Federal Savings and Loan Association of Indianapolis as shown in Cause No. 65675, filed in the Marion Circuit Court on December 17, 1948, Order Book 290, Page 462 in the office of the Recorder of Marion County, Indiana, for the sum of \$1919.83, plus costs.

Also subject to taxes for the year 1948 payable in the year 1949; and all subsequent taxes.

Proper citizenship clause is attached.

454437

Town Lot Record
1337 page 344
Inst. #27002
May 5, 1949
Recorded
May 12, 1949

Richard H. Oberreich and
Harriett R. Oberreich,
husband and wife,

Quitclaim Deed
(No. U.S. Revenue
Stamp Attached)
(Consideration: \$1.00
and other valuable
considerations)

to
George P. and
Marian J. Ryan,
husband and wife,

An undivided one-half interest - the following
real estate in Marion County, in the State of Indiana,
to-wit:

Lot number 93 in McCarty's Subdivision of the
West part of Out Lot 120 of the Donation Lands in the
City of Indianapolis, the plat of which is recorded in
Plat Book 7 page 74 in the office of the Recorder of
Marion County, Indiana.

-4-

Old Age Assistance
Search

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.

-5-

Judgment Search

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:

-6-

John R. Todd Mulvihill

from March 21, 1949
8 A.M. to and including
May 5, 1949

and vs

Richard H. Oberreich
and
Harriett R. Oberreich
jointly and
not individually

and
George P. Ryan
and

Marian J. Ryan
jointly and
not individually

for the 10 years
last past and
against none other

454437

-7-

Taxes for the year 1952 on the real estate for which this abstract is prepared are assessed in the name of Richard H. and Harriett R. Oberreich and George P. and Marion J. Ryan and are due and payable on or before the first Mondays in May and November of 1953.

General Tax Duplicate No. 303106, P, Q, R, Indianapolis Center Township, Parcel No. 52096.

May Installment \$24.00 Paid.

November Installment \$24.00 Unpaid.

-8-

Taxes for the year 1953 now a lien.

As shown of record these taxes are now
FULLY PAID.
L. M. BROWN ABSTRACT CO., INC.
BY *Russell* PRES & MGR

-9-

July 27, 1953. 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.

454437

GUARANTEED CERTIFICATE

-10-

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 10 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 4 both inclusive.
Dated at Indianapolis, Indiana, July 30, 1953, 7 A.M.

UNION TITLE COMPANY

by *Albert M. Smith*
President

-4- pv

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

454437

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: **David Berger**

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

July 29, 1953, 7 A.M. and

The Indianapolis Division of the Southern District down to and including

July 30, 1953, 7 A.M.

John R. Todd Mulvihill

Richard H. Oberreich

Harriett R. Oberreich

George P. Ryan

Marian J. Ryan

UNION TITLE CO.

BY *Albert J. Smith*
PRESIDENT

pv

1.

INDIANAPOLIS

Continuation of Abstract of Title to Lot Numbered Ninety-three (93) in McCarty's Subdivision of the west part of Out Lot 120 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 7 page 74, in the office of the Recorder of Marion County, Indiana.

Prepared for Shelby Street Federal Savings & Loan Association, since date of July 29, 1953.

TITLE

CONVEYANCES

Deed Record
1502 page -
Inst. #57491
Aug. 24, 1953
Recorded
Sept. 1, 1953

OF

Richard H. Oberreich, and
Harriett R. Oberreich,
husband and wife,
George P. Ryan, and
Marian J. Ryan,
husband and wife,
To

Warranty Deed
Revenue Stamps
Attached

2.

ABSTRACTS

John W. Kenison, and
Elnora L. Kenison,
husband and wife.

Lot 93 in McCarty's Subdivision of the west part of Out Lot 120 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 7 page 74, in the office of the Recorder of Marion County, Indiana.

(Deed contains usual citizenship statement.)

3.

L. M. Brown Abstract Co.,

WE FIND NO FURTHER CONVEYANCES.

ENCUMBRANCES

MORTGAGES

Mtg. Record
1700 page - 87
Inst. #57492
Aug. 28, 1953
Recorded
Sept. 1, 1953

John W. Kenison, and
Elnora L. Kenison,
husband and wife,
To

Mortgage

Shelby Street Federal
Savings and Loan Association.

4. *on*
B.D.

Lot 93 in McCarty's Subdivision of the west part of Out Lot 120 of the Donation Lands of the City of Indianapolis as per plat thereof, recorded in Plat Book 7 page 74, in the office of the Recorder of Marion County, Indiana.

L. M. Brown Abstract Co.,

INDIANAPOLIS
TITLE
OF
ABSTRACTS

To secure the payment of a certain promissory note of even date herewith in the principal sum of \$2,300.00 payable on or before 12 years after date with interest at the rate of 6% per annum from date until paid, said principal and interest being payable in payments of not less than \$35.00 per month in advance, said payments to be made on or before the first day of each calendar month hereafter until the whole of said principal sum and interest is fully paid, all without relief from valuation and appraisement laws and with 10% attorney's fees.

MECHANIC'S LIENS

5.

Nonefound unsatisfied of record filed within the period of this search.

OLD AGE ASSISTANCE LIENS

6.

Provided by the Acts concerning Public Welfare, approved March 12, 1947.

Search has been made as to Old Age Assistance Liens filed in the office of the Recorder of Marion County, as to the persons listed, and for the period specified in the following Judgment Search.

(We find none.)

INDIANAPOLIS

JUDGMENTS

7.

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

TITLE

George P. Ryan and Marian J. Ryan, jointly and not individually, and
Richard H. Oberreich and Harriett R. Oberreich, jointly and not individually, from July 29, 1953 to date.
John W. Kenison and Elnora L. Kenison, jointly and not individually, for the 10 years last past.

OF

(None found unsatisfied.)

ABSTRACTS

ASSESSMENTS

8.

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

L. M. Brown Abstract Co.,

TAXES

9.

For Taxes, see previous continuation.

346057

CERTIFICATE

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

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

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

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

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

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

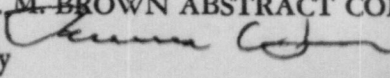
V. From the searches as above enumerated, we find no further conveyances nor unsatisfied encumbrances, as indexed, or entered up, within the period herein certified, against the real estate described in the caption hereto, except those which may be herein shown.

The period of search covered by this certificate is
 from July 29, 1953 to and including
 September 1, 1953

and covers Paragraph No. 1 to 10
 both inclusive, and Sheets No. 1

to 4 both inclusive.

L. M. BROWN ABSTRACT COMPANY, Inc.

By 
 President & Mgr.



brl

Established 1868

OFFICERS
RUSSELL A. FURR
PRESIDENT
VOLNEY M. BROWN
VICE-PRESIDENT
FRED G. APPEL
VICE-PRESIDENT
CORNELIUS O. ALIG
TREASURER
EDSON T. WOOD
SECRETARY
ARCHIE H. ADAMS
ASST. SECRETARY
GEO. R. SWINFORD
MANAGER

L. M. BROWN ABSTRACT COMPANY, Inc.

150½ EAST MARKET STREET

Phone Market 3448

ABSTRACTS—TITLE INSURANCE—ESCROWS

Capital \$150,000.00

INDIANAPOLIS 4, IND.

DIRECTORS
EDSON T. WOOD
FERRO S. CANNON
VOLNEY M. BROWN
FRED G. APPEL
J. ALBERT SMITH
CORNELIUS O. ALIG
FRED H. WUELFING
EDWARD P. FILLION
ALBERT E. UHL
RUSSELL A. FURR
SAMUEL B. SUTPHIN

346057

In The UNITED STATES DISTRICT COURT

SEARCH FOR
BANKRUPTCIES

At the Request of

SHELBY STREET FEDERAL SAVINGS & LOAN
ASSOCIATION

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

The undersigned L. M. BROWN ABSTRACT COMPANY, Inc., of Indianapolis, hereby certifies that there are no Bankruptcies, either voluntary or involuntary, of record, in any one of the above named seven divisions of the United States District Courts for ten years last past, except such as may hereafter be set out against any one of the following named parties, under the spelling of the name as herein written, and not otherwise.

This certificate covers the Indianapolis Division down to and including Sept. 1, 1953 and all other Divisions of the State of Indiana, down to and including August 25, 1953

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

George P. Ryan

Marian J. Ryan

Richard H. Oberreich

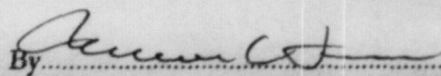
Harriett R. Oberreich

John W. Kenison

Elnora L. Kenison

Dated.....September 1, 1953.....

L. M. BROWN ABSTRACT COMPANY, Inc.

By..........
President

brl

1.

INDIANAPOLIS

Continuation of Abstract of Title to Lot Numbered Ninety-three (93) in McCarty's Subdivision of the west part of Out Lot 120 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 7 page 74, in the office of the Recorder of Marion County, Indiana.

Prepared for Shelby Street Federal Savings and Loan Association, since date of September 1, 1953.

2.

TITLE OF ABSTRACTS

WE FIND NO FURTHER CONVEYANCES

ENCUMBRANCES

MORTGAGES

Mtg. Record
1902 Page
Inst. #46816
July 31, 1957
Recorded
Aug. 2, 1957
3.

John W. Kenison and
Elnora L. Kenison,
husband and wife
to

Mortgage

Shelby Street Federal
Savings and Loan Association

Lot Numbered 93 in McCarty's Subdivision of the west part of Out Lot 120 of the Conation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 7 page 74, in the office of the Recorder of Marion County, Indiana.

To secure the payment of a promissory note of even date herewith for the principal sum of \$ 2,300.00 executed by the mortgagors and payable to the order of the mortgagee on or before 12 years after date, with interest at 6% thereon as provided in said note, said principal and interest being payable at the office of the mortgagee, in the City of Indianapolis, Indiana, in regular monthly installments of \$ 25.00 each, payable on or before the first day of each calendar month hereafter, all of which indebtedness the mortgagors severally promise and agree to pay to the order of the mortgagee, all without relief from valuation and appraisal laws and with 10% attorney's fees.

L. M. Brown Abstract Co.,

INDIANAPOLIS

MECHANIC'S LIENS

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

TITLE

OLD AGE ASSISTANCE LIENS

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.
We find none.

OF

SEARCH IN THE JUVENILE COURT
OF MARION COUNTY, INDIANA.

6. Individual Search has been made in the Juvenile Court of Marion County, Indiana, as to the persons named under the heading of Judgments, and for the period so specified under such search for unsatisfied judgments rendered in Paternity and Heirship proceedings.
We find none.

ABSTRACTS

JUDGMENTS

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

John W. Kenison and
Elnora L. Kenison, jointly and not individually,
from September 1, 1953 to date.

None found unsatisfied.

ASSESSMENTS

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

L. M. Brown Abstract Co.,

408809

INDIANAPOLIS

TAXES

9. Taxes for year 1955 paid in full.

TITLE

OF

10. Taxes for year 1956, assessed in names of

ABSTRACTS

John W. and Elnora L. Kenison,
Parcel No. 52096
General Tax Duplicate No. 320889
Indianapolis Center Township

are due and payable the 1st Monday in May and November,
1957.

May installment \$15.67 paid.
Nov. installment \$15.67 unpaid.

11. Taxes for year 1957 became a lien March 1st and
are due and payable in May and November, 1958.

L. M. Brown Abstract Co.,

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

12.

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

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

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

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

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

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

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

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

Computation of Lot Area.

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

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

Restrictions on Reduction of Lot Areas.

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

Restrictions of Floor Areas in Dwelling Houses.

(General Ordinance No. 113, 1952)

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

In Class AA district 1500 square feet;

In Class A1 district 1200 square feet;

In Class A2 district 900 square feet;

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

Building line and Yard Restrictions in U1 and U2 districts.

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

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

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

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

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

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

Garages. Private garage shall not provide storage space for more than one motor vehicle for each 2000 square feet of lot area in U1 district, or 500 square feet in U-2 district.

Non-Conforming uses.

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

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

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

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

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

July 12, 1957

13.

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.

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

14

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 lands:

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

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

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

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

CERTIFICATE

15.

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

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

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

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

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

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

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

The period of search covered by this certificate is
 from August 2, 1957 September 1, 1953 to and including

and covers Paragraph No. 1 to 15
 both inclusive, and Sheets No. 1
 to 8 both inclusive.

L. M. BROWN ABSTRACT COMPANY, Inc.

By *Russell G. Turr*
 President



me

OFFICERS

RUSSELL A. FURR
PRESIDENT
FRED G. APPEL
VICE-PRESIDENT
VOLNEY M. BROWN
VICE-PRESIDENT
LOWELL W. MYERS
ASST. VICE-PRESIDENT
MARION DAVIS
ASST. VICE-PRESIDENT
J. ALBERT SMITH
SECRETARY
ARCHIE H. ADAMS
ASST. SECRETARY
CORNELIUS O. ALIG
TREASURER
RICHARD W. BIRSFIELD
ASST. TREASURER
M. L. SULLIVAN
TITLE OFFICER

Established 1868

L. M. BROWN ABSTRACT COMPANY, Inc.

150 1/2 EAST MARKET STREET

Phone MEIrose 2-3448

ABSTRACTS—TITLE INSURANCE—ESCROWS

Capital \$150,000.00

INDIANAPOLIS 4, IND.

408809

DIRECTORS

CORNELIUS O. ALIG
FRED G. APPEL
VOLNEY M. BROWN
FERNOR S. CANNON
HOWARD W. FIEBER
EDWARD P. FILLION
RUSSELL A. FURR
A. C. GOLDTHAN
J. ALBERT SMITH
SAMUEL B. SUTPHIN
FRED H. WUELFING

In The UNITED STATES DISTRICT COURT

SEARCH FOR
BANKRUPTCIES

At the Request of

SHELBY STREET FEDERAL SAVINGS AND LOAN
ASSOCIATION

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

The undersigned L. M. BROWN ABSTRACT COMPANY, Inc., of Indianapolis, hereby certifies that there are no Bankruptcies, either voluntary or involuntary, of record, in any one of the above named eight divisions of the United States District Court for ten years last past, except such as may hereafter be set out against any one of the following named parties, under the spelling of the name as herein written, and not otherwise.

This certificate covers the Indianapolis Division down to and including August 2, 1957
and all other Divisions of the State of Indiana down to and including July 29, 1957

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

John W. Kenison

Elnora L. Kenison

Dated.....August 2, 1957.....

L. M. BROWN ABSTRACT COMPANY, Inc.

By.....Russell A. Furr.....
President

REAL ESTATE CONDITIONAL SALES CONTRACT

THIS AGREEMENT made and entered into by and between John W. Kenison Sr. and Elnora L. Kenison, husband and wife

hereinafter referred to as the seller, and Curtis Murphy and Bellva Jean Murphy
husband and wife

hereinafter referred to as the buyer, WITNESSETH:

That if the buyer shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed the seller hereby covenants and agrees to convey and assure to buyer, who hereby agrees to purchase, in fee simple, clear of any encumbrances whatsoever except as hereinafter expressed, by good and sufficient deed of general warranty the real estate situated in the County of Marion,

State of Indiana, known as 1037 S. Senate Ave.
and more particularly described as follows, to-wit:

Lot No 93 in McCarty's subdivison of the west part of out Lot 120 of the Donation Lands of the city of Indianapolis, the Plat of which is recorded in Plat Book 7 page 74 in the office of Recordes of Marion County, Indiana

*T-70-3(52)
Parcel # 138*

Subject to any and all conditions, utility easements, highways, rights of way, and other restrictions and limitations of record affecting said real estate. 7,000.00
As purchase price for said described real estate, said buyer hereby covenants and agrees to pay to seller the sum of Seven Thousand Dollars (\$ 7,000.00)
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 None Dollars (\$ None)
cash in hand at the time of the execution and delivery of this contract, the receipt of which is hereby acknowledged, and the sum of Sixty five Dollars (\$ 65.00)
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 23 day of March, 19 59 at 1037 S. Senate Ave. in the city of Indianapolis, Indiana, and like payments shall be made on or before the same day of each succeeding month.

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

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

It is further understood and agreed between the parties hereto as follows: That the buyer will assume and pay the taxes on said real estate beginning with the installment due and payable May 1959 and all installments subsequent thereto, and all assessments for municipal and other improvements completed after this date, also, any taxes assessed on this instrument, and will keep improvements on said real estate insured against loss from fire and tornado, said insurance to be carried in a responsible company to be approved by the seller in a sum not less than the balance due on this contract, all policies to be delivered to and retained by seller during the continuance of this contract, by paying each month to the seller a sum amounting to the monthly pro rata amount due on the insurance premiums. The buyer also agrees to pay to seller each month a sum amounting to one-twelfth of the annual taxes and any assessment payable by the buyer. March 1, 1959

That possession of said real estate shall be given the buyer on March 1, 1959 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 and insurable title in the grantor to date, provided abstract was not furnished by seller at the time of execution and delivery of this instrument. In such an event no further continuation shall be furnished by seller.

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

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

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

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

That if any taxes, assessment or insurance premium be not paid when due, or if any installment of the purchase price or interest thereon, shall become delinquent for a period of 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.

Further payments

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this _____ day of _____, 19 _____

John W. Kenison Sr. (Seal)
John W. Kenison Sr. (Seal)

Curtis Murphy (Seal)
Curtis Murphy (Seal)