

PROJECT I-70-3(52)

CODE 0536

PARCEL 14

*C. ...*

RECEIVED FOR RECORD

1966 JAN -3 PM 2:14

MARCIA M. HAWTHORNE  
RECORDER OF MARION COUNTY

DEED OF EXECUTRIX

EAXIE DAVIES, Executrix of the Estate of CORA T. WHITLOW, Deceased, as such Executrix, by order of the Probate Court of Marion County, State of Indiana dated on the 18th day of November, 1965, and entered in Order Book Number 714 of the records of said Court, on page \_\_\_\_\_, for and in consideration of the sum of One Thousand Dollars (\$1,000.00), conveys

DULY ENTERED  
FOR TAXATION

JAN 3 1966

*John T. Sutton*  
COUNTY AUDITOR

STATE OF INDIANA

the following described real estate in Marion County, State of Indiana, to wit:



Twenty-seven (27) feet off of the north side of Lot 159 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 86 in the Office of the Recorder of Marion County, Indiana

Said Grantor does hereby represent and state that the decedent was a citizen of the United States of America, and that said citizenship existed continuously since prior to April 8, 1940; the deceased had been domiciled and resided continuously within the United States since prior to April 8, 1940; and that Grantor is not acting directly or in any capacity whatsoever for any foreign country or national thereof.

IN WITNESS WHEREOF, the said EAXIE DAVIES, Executrix as aforesaid, has heretofore set her hand and seal this 18th day of November, 1965.

*Eaxie Davies*

AS Executrix of the Estate of  
CORA T. WHITLOW, Deceased

Paid by Warrant No. A-77708

Dated 12-20-65 1965

*920*  
*11-24-65*

*JAS*  
*12-2-65*

*66* *110*

*R*  
*M. P. ...*  
DEC 2 1965

I-70-3(52)

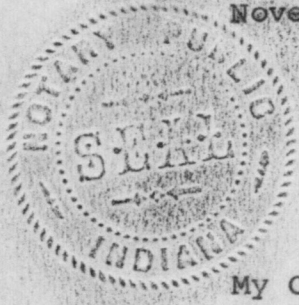
0536

14

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, EAXIE DAVIES, the duly appointed, qualified and acting Executrix of the Estate of CORA T. WHITLOW, deceased, who acknowledged the execution of the annexed Deed as such Executrix to be her voluntary act and deed, and who having been duly sworn, swears that the statements therein contained are true.

WITNESS my hand and Notarial Seal, this 18<sup>th</sup> day of November, 1965.



James F. T. Sargent  
Notary Public  
James F. T. Sargent

My Commission Expires  
January 4, 1968

Examined and approved in open Court this 18 day of November, 1965.

Victor S. P. Law  
Judge of the Probate Court of  
Marion County, Indiana

DULY ENTERED  
FOR TAXATION

JAN 3 1966

John T. Sutton  
COUNTY AUDITOR

THIS INSTRUMENT PREPARED BY:  
JAMES F. T. SARGENT  
508 Bankers Trust Bldg.  
Indianapolis, Indiana 46204  
635-6627

M. L. Myers  
DEC 1965

## INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE  
INDIANAPOLIS, INDIANA

December 28, 1965 19

**To** EAXIE DAVIES Executrix of the Estate of  
CORR T. WHITLOW, deceased  
508 Bankers Trust Building  
Indianapolis, Indiana 46204

## GENTLEMEN:

We enclose State Warrant No. A-77708 12-20-65 19  
in settlement of the following vouchers:

DESCRIPTION	AMOUNT
Purchase	
<i>For the purchase of Right of Way on State Road</i>	
No. I-70 in Marion	
County I Project 70-3	
Section (52) as per Grant dated	
November 18, 1965	
Parcel 14	1000 00

## PLEASE RECEIPT AND RETURN

Received Payment: *Eaxie Davies*  
Executrix of the Estate of Cora T. Whitlow Deceased  
Date January 12, 1966

APPRAISAL REVIEW FORM

Division of Land Acquisition  
Indiana State Highway Commission

Project I-70-3-22  
Parcel No. 14  
Road I-70  
County Marion  
Owner Exie Davies  
Address 1142 S. Kenwood Ave.  
Address of Appraised Property:  
1005 S. Capital Ave.

I have reviewed this parcel and appraisal 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. Yes
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 on Jan. 7th, 1965 and familiarized myself with the Parcel.
9. The computations of this parcel have been checked and reviewed. yes
10. To the best of my knowledge, non-compensable items are not included in this appraisal. There are none.
11. 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. 7th, 1965 :  
(Date)

- (a) The fair market value of the entire property before the taking is: \$ 1,000.00
- (b) The fair market value of the property after the taking, assuming the completion of the improvement is: \$ None

The total value of taking is: (a minus b) TOTAL \$ 1,000.00

- |                                       |                    |
|---------------------------------------|--------------------|
| (1) Land and/or improvements          | \$ <u>1,000.00</u> |
| (2) Damages                           | \$ <u>None</u>     |
| (3) Other damages and/or temp. R.O.W. | \$ <u>None</u>     |
| (4) Estimated Total Compensation      | \$ <u>1,000.00</u> |

I concur with the appraiser, in the fact supporting the "Estimated value as set forth above. I approve and recommend for negotiation in the above amount.

APPROVED BY:

Approved	Date	Signed
Rev. Appr.	<u>1/29/65</u>	<u>L. J. Fisher</u>
Asst. or Chief Appr.	<u>2/9/65</u>	<u>R. E. Dield</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

BUYERS REPORT # 3

PROJECT # L 70-3-(52) PARCEL # 14 COUNTY Marion

NAME & ADDRESS OF OWNER Lonic Dennis  
1142 So Kenwood PHONE # None

NAME & ADDRESS OF PERSON CONTACTED James F. Sargent  
Bankers Trust Bldg PHONE # me 5-6627

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

DATE ASSIGNED Feb 10 DATE OF CONTACT 11-22-65

OFFER \$ 1000 TIME OF CONTACT 10 A.M

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

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

REMARKS: Picked up ask order & deed from  
Mrs. Sargent.

The taxes are paid but Mr. Sargent is  
unable to get receipt until Dec. 1st, 1965

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

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

Edwin L. Herbst  
(Signature)

INDIANA STATE HIGHWAY COMMISSION  
Land Acquisition Division

BUYERS REPORT # 2

PROJECT # I 70-3 (52) PARCEL # 14 COUNTY Merion

NAME & ADDRESS OF OWNER Eapie Denies  
1142 So Kenwood, Indianapolis Ind PHONE # None

NAME & ADDRESS OF PERSON CONTACTED James F. T. Sargent  
Bankerstreet Bldg. Room 508 PHONE # Me 5 4627  
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED Feb-10-1965 DATE OF CONTACT Feb-16-1965

OFFER \$ 1000<sup>00</sup> TIME OF CONTACT 1 P.M.

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

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

REMARKS: I talked to Mr James F. T. Sargent, Mrs Denies  
attorney. He doubted if the probate Court would  
authorize the sale for 1000<sup>00</sup>. The state inheritance  
tax is based on an evaluation of \$3965<sup>00</sup>. also  
the estate has several bills that have to be  
paid from the sale of this property. Funeral,  
Insurance taxes, etc. The total exceeds the  
amount offered

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

( ) Other, awaiting what? Normal acquisition

Distribution Made

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

Mr James F. T. Sargent (will mail)

Edwin L. Haskin  
(Signature)

INDIANA STATE HIGHWAY COMMISSION  
Land Acquisition Division

BUYERS REPORT # 1

PROJECT # I 70-3 (52) PARCEL # 14 COUNTY Marion

NAME & ADDRESS OF OWNER Eapie Dennis  
1142 So Kenwood, Indpls, Ind PHONE # None

NAME & ADDRESS OF PERSON CONTACTED Eapie Dennis  
1142 So Kenwood PHONE # None

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

DATE ASSIGNED Feb 10<sup>th</sup> DATE OF CONTACT Feb. 16<sup>th</sup>

OFFER \$ 1000.<sup>00</sup> TIME OF CONTACT 10:30 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? (Is it VA \_\_\_\_, FHA \_\_\_\_, FNMA \_\_\_\_, Fed.Ld. Bk. \_\_\_\_, Conv'l. \_\_?)
4. () ( ) ( ) Explained about retention of Buildings? (any being retained? ( ) Yes, () No)
5. ( ) () ( ) Filled out RAAP Form?
6. ( ) () ( ) Walked over property with owner ( or who? Viewed property alone )
7. ( ) () ( ) Arranged for payment of taxes? (Explain how in remarks)
8. ( ) () ( ) Secured Right of Entry? Secured Driveway Permit? ( ) Yes ( ) No ( ) N/A
9. () ( ) ( ) Explained Eminent Domain Procedures?

REMARKS: Mrs Eapie Dennis wanted me to talk to her attorney James H. Sargent before she would make any ~~commitment~~ commitment.

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

() Other, awaiting what? will contact Mr. Sargent today

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

E. H. Haskins  
(Signature)

TITLE AND ENCUMBRANCE REPORT

RIGHT OF WAY DEPARTMENT

STATE HIGHWAY DEPARTMENT OF INDIANA

S. R. I-70

PROJ. I-70-3 (52)

COUNTY Marion

Names on Plans \_\_\_\_\_

Names in Trans Book \_\_\_\_\_

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Value
Part of Lot 159 McCarty's					
O.L. 120					

LAST OWNER OF RECORD

Deed Record \_\_\_\_\_ p. \_\_\_\_\_ Recorded \_\_\_\_\_ Dated \_\_\_\_\_ Deed

Grantor None

Grantee \_\_\_\_\_

Address of Grantee \_\_\_\_\_

MORTGAGE RECORD

Mortgage Record \_\_\_\_\_ p. \_\_\_\_\_ Amount \_\_\_\_\_ Dated \_\_\_\_\_

Mortgagor None

Mortgagee \_\_\_\_\_

JUDGMENT RECORD Yes ( ) None (x) LIS PENDENS RECORD Yes ( ) None (x)

MISCELLANECUS RECORD Yes ( ) None (x) EASEMENTS Yes ( ) None (x)

If answer to any of above is yes, clarify on back of sheet or on attached sheet

TAXES Current Paid (x) Delinquent ( )

CERTIFICATE

I, the undersigned certify that the above and the attached copies include all transfers of the above described real estate as shown by the records in the office of Recorder of the above county from the date of the earliest entry shown in this search to date, except as otherwise noted, and that all liens, judgments and other matter of record hereinbefore requested for the same period are set forth.

UNION TITLE CO.

Dated this 22 day of Nov 1965, 8 Am BY C. Edward Blum  
Abstractor PRESIDENT

Prel. Approval of Title \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ Deputy Attorney General

Final approval of Abstract of Title \_\_\_\_\_ BY \_\_\_\_\_ Date \_\_\_\_\_ Deputy Attorney General



65-24535A

The following is an Extension of the original search by Union Title Company under No. 64-23036A.

CAPTION

-1-

Continuation of Abstract of Title to 27 feet off of the North side of Lot 159 in McCarty's Sub-division of the East part of Out Lot 120 in the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 86, in the office of the Recorder of Marion County, Indiana.  
Since September 25, 1964, 8 A.M.

Prepared For: Indiana State Highway Commission  
Division of Land Acquisition

Old Age Assistance Search

-2-

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.

-1- mg

65-24545A

Juvenile Court  
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 judgments, as appear from the General Judgment Dockets of the Juvenile Court of Marion County, as said dockets are now entered up.

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

Uniform Commercial  
Code

-4-

Search has been made of the records in the Office of the Recorder of Marion County, Indiana, which search discloses no financing statements as required by the Uniform Commercial Code (Chapter 317, 1963 Acts of Indiana General Assembly) with respect to any Security Interest in crops or in fixtures containing an adequate description of real estate herein, except "None".

Judgment Search

-5-

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:

Eaxie Davies  
and  
Corda Bell Jones

from September 25, 1964,  
8 A.M. to date and  
against none other

65-24535A

-6- Taxes for the year 1963 and prior years paid in full

-7- Taxes for 1964 payable 1965 in name of Cora Whitlow.

Duplicate No. 367477, T-Z, Indianapolis, Center  
Township, Code No. 1-01, Parcel No. 76922.

May Installment \$31.24 Paid.

November Installment \$31.24 Unpaid.

-8- Assessed Valuation:

Land \$230.00    Improvements \$440.00    Exemptions (None)

-9- Taxes for 1965 now a lien in name of Cora Whitlow.

# CHAIN OF TITLE

—TO—

27 feet of even width off of the North Side of Lot 159 in McCarty's  
Subdivision of the East part of Out Lot 120 in the City of Indianapolis.

**Marion County, Indiana.**

Prepared for Chas. Remster.

—BY—

**Indiana Title Guaranty and Loan Company,**  
**INDIANAPOLIS, IND.**

## HISTORICAL NOTES.

After the first permanent settlement of the North American Continent by the Spaniards in Florida, about 1568, by the French in Nova Scotia in 1605, and again at Quebec in 1608, and by the English in Virginia in 1607, the French, with the aid of the Catholic church through its Jesuit missionaries, succeeded in gaining control of the country between the Great Lakes and the Ohio River.

In 1672 several of these missionaries traversed that portion of Indiana lying north of the Kankakee River.

About the year 1712, Post Vincennes, on the Wabash River, was established by the French.

The lands northwest of the Ohio River, while under the protection of the French, were first a part of the province of Louisiana, and as such governed by the officers of the French crown; afterward by the representatives of the Western Company, and subsequently by the Indies Company; but government was again resumed by the crown in 1732, and administered for a short time by the officers of the province of Quebec.

In 1763 the French possessions north of the Ohio River were ceded to the British, who retained control until, by the treaty of Paris in 1783, they surrendered their supremacy over the country south of the Great Lakes to the United States of America.

As a province of Great Britain, Virginia laid claim to the greater part of the land northwest of the Ohio River, but on March 1, 1784, the State of Virginia transferred all right, title and claim in said lands to the United States. Among the conditions of the cession was the following: "That the French and Canadian inhabitants, and others of Post Vincennes and the neighboring villages, who have professed themselves citizens of Virginia, have their possessions and titles confirmed to them," etc.

Prior to this transfer of its claims, the General Assembly of Virginia had passed an act for laying off the town of Clarksville, Indiana, at the falls of the Ohio River.

Subsequent to the transfer referred to, the territory "Northwest of the Ohio River" was formed.

By an act of Congress, approved March 7, 1800, the country northwest of the Ohio River was divided into two territories, the line dividing them being the present eastern boundary line of Indiana. By subsequent acts the tracts now known as Illinois and Michigan were detached, giving to Indiana its present shape and size.

Indiana was admitted into the Union of States in 1816. After the assumption by the United States of the government of the territory northwest of the Ohio River, war with the Indian tribes ensued, which resulted in various treaties of cession and peace. By virtue of the treaty at Greenville, Ohio, in 1795, all lands lying east of a line drawn from Fort Recovery on the Wabash River in Ohio, to a point on the Ohio River, opposite the mouth of the Kentucky River, were forever ceded to the United States. The line referred to forms the present western boundary line of Dearborn and Ohio counties in this state.

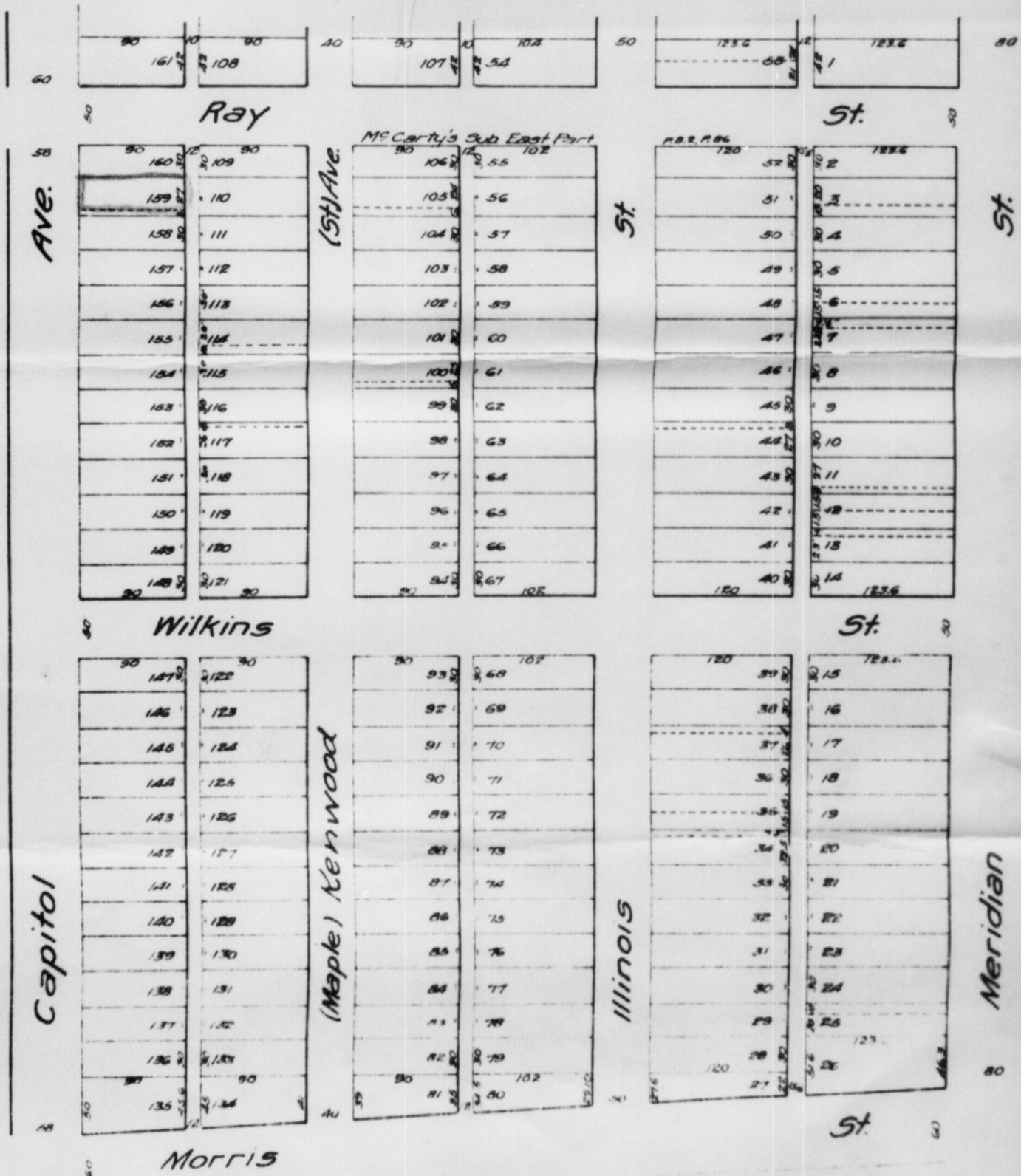
By virtue of the treaty at St. Marys, Ohio, in 1818, all lands in central Indiana, with certain exceptions, were ceded to the United States, the territory thus acquired including the present boundaries of Marion County.

By act of Congress the United States granted to the State of Indiana four sections of land for a state capital, the donations consisting of sections 1, 2 and 12, and part of sections 3 and 11, in township 15 north, range 3 east, containing in all 2,560 acres, the surveys being made in 1819.

The town of Indianapolis was laid off in 1821. The original survey of 101 squares, of which some were subdivided into lots, embraced an area of one square mile near the center of the four sections comprising the donation. The remaining portion of the donation was surveyed and platted in 1831. A plat including the original survey was filed in the recorder's office July 5, 1831.

While the titles to the lands outside of the donation were patented by the United States to those entering the same, or their assignees, the lots and out-lots within the boundaries of the donation were sold by an agent of state for the town of Indianapolis, duly appointed by an act of the State Legislature.

# E. Pt. Out Lot No 120.



++ 9824 ++

Deed Record

D. p, 535  
May 2, 1834  
Recorded  
June 21, 1834.

Ebenezer Sharpe, Agent of State  
for the Town of Indianapolis,  
to

Agent's Deed.

Nicholas McCarty  
Out Lot 120 containing 52-33/100 acres and other  
property in the Town of Indianapolis.

1

Nicholas McCarty died intestate May 17, 1854 leaving him  
surviving his widow Margaret McCarty and four children  
Nicholas McCarty, Margaret R. McCarty, Susan McCarty and  
Frances J. McCarty.

2

The Estate of Nicholas McCarty deceased was finally settled  
and closed June 7, 1860; see Complete Record 11 page 66  
etc. of the Marion Common Pleas Court.

3

For affidavit of Henry Day relative to death and heirs  
of Nicholas McCarty, see Miscellaneous Record 17 page 11  
of the Recorder's Office of Marion County.

IN THE COURT OF COMMON PLEAS OF MARION COUNTY  
OCTOBER TERM 1854.

Partition proceedings wherein there is set off to the  
widow Margaret McCarty certain parts of the real estate  
of Nicholas McCarty deceased, not including however Out  
Lot 120 or any part thereof, as her full share of the  
estate, leaving the above named children and heirs tenants  
in common of Out Lot 120 free of all claims of the said  
widowsee Complete Record 4 page 159, etc.

4

Marriage Record

6. p, 689  
Dec. 9, 1857

Susan McCarty  
to  
Henry Day.

Marriage.

5

Plat Book

2. p, 85  
Jan. 27, 1863  
Recorded  
Jan. 27, 1863.

Nicholas McCarty, Susanna McCarty Day, Henry Day her husband  
Margaret R. McCarty and Frances J. McCarty filed plat of  
McCarty's Subdivision of the East part of Out Lot 120 into  
161 lots numbered 1 to 161 both inclusive.

6

25. p, 664  
Aug. 26, 1865  
Recorded  
Aug. 30, 1865.

Nicholas McCarty, Henry Day and  
Susanna McCarty Day his wife, Margaret R.  
McCarty and Francis J. McCarty,  
to  
William H. H. Johnson.

Warranty Deed.

7

Lot 159 in McCarty's Subdivision of the East part  
of Out Lot 120 in the City of Indianapolis, according to the  
plat of said Subdivision as recorded in the Recorder's Office  
of said County of Marion.

++ 9824 ++

28. p, 208  
Jan. 30, 1866  
Recorded  
Jan. 30, 1866

William H. H. Johnson and  
Clara A. Johnson his wife,  
to  
Peter Delany.

Warranty Deed.

8

Lot 159 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis, according to the plat of said Subdivision as recorded in the Recorder's Office of said County; subject to the taxes of the present year.

72. p, 551.  
Aug. 15, 1873  
Recorded  
Aug. 16, 1873.

Peter Delany and  
Catharine Delany  
to  
William H. English.

Warranty Deed.

9

Lot 159 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis.

75. p, 426  
Aug. 28, 1873  
Recorded  
Dec. 26, 1873.

William H. English and Emma M. English  
to  
Thomas Powers.

Warranty Deed.

10.

Lot 159 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis.

11

Thomas Powers died intestate May 29, 1900, leaving surviving his as his only heirs at law his children Josephine Evans and John Powers as shown in final settlement of said decedent's estate.

Estate Docket  
24. p, 4455.

12

John J. Blackwell was appointed and qualified as administrator of the Estate of Thomas Powers deceased June 4, 1900; see Order Book 146 page 194.

The Estate of Thomas Powers deceased was finally settled and closed September 3, 1901; see Order Book 150 page 292.

Guardian's Docket  
8. p, 113.

13

John J. Blackwell was appointed and qualified as Guardian of John Powers 19 years old June 13, 1900; see Order Book 146 page 230.

The Guardianship of above ward was finally settled and closed July 5, 1902; see Order Book 156 page 227.

IN THE MARION CIRCUIT COURT.

No. 10403  
Suit filed  
June 27, 1900.

14

John J. Blackwell Guardian of John Powers  
minor heir of Thomas Powers deceased,  
versus  
Josephine Evans and William Evans.

Complaint recites that Thomas Powers died on or about the -- day of May 1900 seized in fee simple of the follow-

(over)

++ 9824 ++

ing described real estate in Marion County, Indiana to-wit:  
Lots 158 and 159 in McCarty et al's Subdivision of the East part of Out Lot 120 in the City of Indianapolis, as shown by Plat Book 2 page 86 in the Office of the Recorder of Marion County, Indiana and leaving as his only legal heirs at law Guardian's said ward John Powers and Josephine Evans; that said ward John Powers and the said Josephine Evans have been during all the time since the death of the said Thomas Powers as aforesaid and are now the owners in fee simple as tenants in common of the title to the said described real estate and are each the owner of an undivided interest in said real estate etc.

WHEREFORE, the plaintiff prays the Court that partition be awarded and adjudged of the said real estate in accordance with the rights of the parties as herein set out, and that the interests of the respective parties and owners be assigned to them in severalty and for all other proper relief.

Court having heard the evidence, appoints John R. Welch Boyd M. Ralston and James Renihan Commissioners to make partition setting off to the plaintiff John Powers one half in value of said real estate and to Josephine Evans one half in value thereof.

The Commissioners herein appointed set off and assign to the said plaintiffs ward John Powers as his full one half in value of all of the said real estate the following portion thereof to-wit: Lot 159 in McCarty et al's Subdivision of the East part of Out Lot 120 in the City of Indianapolis as shown by Plat Book 2 page 86 in the Office of the Recorder of Marion County, Indiana.

To the defendant Josephine Evans as her full one half in value of all of the said real estate they have assigned and set off the following portion thereof to-wit: Lot 158 in McCarty et al's Subdivision of the East part of Out Lot 120 in the City of Indianapolis, Indiana, as shown by Plat Book 2 page 86 in the Office of the Recorder of Marion County, Indiana; see Order Book 139 page 526 and full proceedings in Complete Record 69 page 315, etc. See also Transcript of decree in Town Lot Record 329 page 194.

356. p, 386.  
Feb. 25, 1903.  
Recorded  
Feb. 26, 1903.

John Powers, unmarried  
to  
Josephine Evans.

Warranty Deed.

Lot 159 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis, Indiana as shown by the Plat thereof recorded in Plat Book 2 page 86 in the Recorder's Office of Marion County State of Indiana.

Subject to the taxes for the year 1902.

15

By deed of April 15, 1904, recorded April 15, 1904 in Deed Record 370 page --, Josephine Evans and William H. Evans her husband conveyed by Warranty Deed to William P. Marion the following: Lot 158 and 3 feet of even width off of the South Side of Lot 159 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis in Marion  
(over)

16



++ 9824 ++

County, Indiana as shown by Plat Book 2 on page 86 in Office of the Recorder of Marion County, Indiana.

Subject to the last half of the taxes for 1903 and the Taxes for 1904.

There are no further conveyances.

17 Taxes for 1902 paid.

18 Taxes for 1903 now due.

19 Taxes for 1904 now due.

*Since paid*  
*By H. F. ...*  
*Marion Title Guaranty Company*  
*Since paid*  
*Marion Title Guaranty Company*  
*By Leopold ... Manager*

Ray

	60	87	
Capital Ave	30	90	90
		160	
	58	159	
		158	
		157	
	30	156	
			Maple St

20

21

Indianapolis, April 15, 1904.

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 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 Superior and Marion Circuit 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.

INDIANA TITLE GUARANTY AND LOAN CO.

By *George E. Hume*  
Soc'y & Trans

#14445.

22  
Continuation of Abstract of Title to 27 feet of even width off of the North side of Lot 159, in McCarty's Sub-division of the East part of But Lot 120, in the City of Indianapolis.

23  
Prepared for A. Metzger Agency, since date of former continuation, dated April 15, 1904.

24 ✓ There are no further conveyances.

25 ✓ For taxes see previous Abstract.

26  
Indianapolis, May 25, 1904.

We find no further conveyances nor unsatisfied encumbrances of record on Lot as described in caption, since date of April 15, 1904.

Search made in the Recorder's Office, the Tax Sale Records in the Auditor's Office, the Tax Duplicates in the Treasurer's Office, and the Lis Pendens Records of Complaints and Attachments and Judgment Dockets of the Superior and Marion Circuit Courts; also Records of Street, Alley 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.

MARION TITLE GUARANTY COMPANY,

BY Arthur Leopold MANAGER.

14874.

27

Continuation of Abstract of Title to 27 feet of even width off the North side of lot 159 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis.

28

Prepared for A. Metzger Agency since date of former continuation dated May 25, 1904.

29

There are no further conveyances.

30

442, P. 433.  
May 26, 1904.  
Recorded  
May 27, 1904.

*Out July 28/04  
J.W.*

Encumbrances.

Josephine Evans, and  
William H. Evans, her husband,  
to

Mortgage.

John A. D. Mueller  
27 feet of even width off of the North side of Lot 159 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis.

To secure the payment of one note of \$350.00 payable in five years with the privilege to repay at any interest paying period after one year. And 10 interest notes of \$10.00 each maturing in 6 to 60 months after date. 8% interest after maturity with 10% attorney fees.

*Fully satisfied of record  
INDIANAPOLIS, Ind. July 21, 1904*

31

Taxes for the year 1903 1st installment paid.  
2nd installment unpaid.

32

Taxes for the year 1904 now a lien.

*ALL TAXES PAID  
SINCE PAID  
Marion Title Guaranty Company,  
Secy & Manager  
by Arthur Leopold*

33

Indianapolis, Ind. July 21, 1904.

We find no further conveyances, nor unsatisfied encumbrances of record on lot as described in caption since date of May 25, 1904.

Search made in the Recorder's Office, the Tax Sale Records in the Auditor's Office, the Tax Duplicates in the Treasurer's Office and the Lis Pendens Records of Complaints and Attachments and Judgment Dockets of the Superior and Marion Circuit Courts; also Records of Street, Alley 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.

MARION TITLE GUARANTY COMPANY,

BY *Arthur Leopold* MANAGER

13677.

34

Continuation of Abstract of Title to 27 feet of even width off of the North Side of lot 159 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis.

35

Prepared for Metzger Agency, since date of July 21, 1904.

36

There are no further conveyances.

37

MORTGAGE.

445.p, 123.  
July 22, 1904.  
Recorded  
July 23, 1904.

Josephine Evans and  
William H. Evans, her husband,  
to  
William Robertson and  
Roxanna Robertson.

Mortgage.

27 feet of even width off of the North Side of lot 159 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis, Indiana, as shown by the plat thereof recorded in Plat Book 2 page 86 in the Recorder's Office of Marion County, State of Indiana.  
To secure one principal note of \$500.00 payable in 5 years from the 22nd. day of July A. D. 1904, with the privilege to repay at any interest period after one year, and 10 interest notes of \$15.00 each, maturing respectively in 6, 12, 18, 24, 30, 36, 42, 48, 54 and 60 months, with interest at the rate of 8% per annum after maturity and 10% attorney's fees.

*Sat by release filed  
Oct 23, 1905*

*Registered by Robt  
Marion Title Guaranty Co.*

38

Taxes for 1904 paid as to first installment; second installment not paid.

39

Taxes for 1905 now a lien.

*since pl  
1905*

*SINCE PAID  
Marion Title Guaranty Co.*

40

Indianapolis, October 13, 1905.

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 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 Superior and Marion Circuit 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.

H. & W.

INDIAN TITLE GUARANTY AND LIEN CO.

by *George E. Hume*  
Sec'y & Treas.

24341.

41 Continuation of Abstract of Title to 27 feet of even width off the North side of lot 159 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis.

42 Prepared for Florea and Seidensticker since date of former continuation dated October 13, 1905.

43 There are no further conveyances.

Encumbrances.

467, P. 45.  
Oct. 14, 1905.  
Recorded  
Oct. 17, 1905.

Josephine Evans, and  
William H. Evans, her husband,  
to  
E. Frederick W. Stahlhut, Guardian,  
27 feet of even width off the North side  
of lot 159 in McCarty's Subdivision of the East  
part of Out Lot 120 in the City of Indianapolis  
Indiana, as shown by the plat thereof recorded in  
Plat Book 2, page 26 in the Recorder's Office  
of Marion County, State of Indiana.

To secure one principal promissory note of  
\$750.00 payable in 5 years from October 14, 1905  
with the privilege to repay said sum at any interest  
paying period after one year and 10 interest notes of  
\$22.50 each, maturing respectively in 6, 12, etc.  
to 60 months after date, viz From October 14, 1905  
with 8% interest per annum after maturity and with  
10% attorney fees.

Fully satisfied of record.  
Mortgage  
1909  
INDIANA TITLE GUARANTY & LOAN CO.  
Rec'd & Truss

44  
Sat March 21/09  
J.W.

Assessments.

45  
Book  
99, P. 395.  
Approved  
Oct. 31, 1906

Josephine Evans,  
to  
Local Sewer in 1st alley East of  
Capitol Avenue from Ray Street to 400 feet  
South of Ray Street.

Part of lot 159 as above for \$14.17 in ten  
annual installments, with 6% interest per annum,  
payable semi-annually. 1/10 of said principal sum  
being payable annually and the interest payable in  
April and November of each year.  
Nothing paid.

Fully satisfied of record.  
2-20-07  
INDIANA TITLE GUARANTY & LOAN CO.  
Assessment.  
Rec'd & Truss

pd in full  
3/20/09  
J.W.

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

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

W. & T.  
Compared with "H"

INDIANA TITLE GUARANTY & LOAN CO

J.W.  
Rec'd & Truss

46

Taxes for the year 1906 not paid.

47

Taxes for the year 1907 now a lien.

✓ TAXES PAID IN FULL  
SING. TAXES - S. L. -  
1907

*[Handwritten signature]*

48

Indianapolis, Ind. March 14, 1907.

We find no further conveyances, nor unsatisfied encumbrances of record on lot as described in caption, since date of October 13, 1905.

Search made in the Recorder's Office, the Tax Sale Records in the Auditor's Office, the Tax Duplicates in the Treasurer's Office and the Lis Pendens Records of Complaints and Attachments and Judgment Dockets of the Superior and Marion Circuit Courts; also Records of Street, Alley 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.

MARION TITLE GUARANTY COMPANY,

*[Handwritten signature]*

G.

-2-

53

Indianapolis, Indiana. January 5, 1920

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

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

W. & T.  
Compared with "H"

INDIANA TITLE GUARANTY & LOAN CO

*[Handwritten signature]*

W. & T. Co.

49 Continuation of Abstract of Title to 27 feet of even width off of the North side of lot 159 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis.

50 Prepared for Means & Buenting since date March 14, 1907.

414 p. 260 Josephine Evans and Warrantly Deed.  
Mch. 18, 1907 William H. Evans, her husband.  
Recorded to  
Mch. 18, 1907. Amelea Mowrer.

51 Twenty-seven feet of even width off the North side of Lot 159 in McCarty's Subdivision of the East Part of Out Lot 120 in the City of Indianapolis. Subject to the taxes for the year 1907.

52 ✓ There are no further conveyances.

53 ✓ Taxes for the year 1918 paid in full.

54 ✓ Taxes for the year 1919 now due. pd. resm

PAID IN FULL  
J. G. [Signature]

55 Indianapolis, Indiana. January 5, 1920

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

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

W. & T.  
Compared with "H"

INDIANA TITLE GUARANTY & LOAN CO

[Signature]

56

Continuation of Abstract of Title to 27 feet of even width off of the North side of Lot 159 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis.

57

Prepared for Means and Buenting, since date of former Continuation, January 5, 1920.

622 p. 116  
Jan. 8, 1920  
Recorded  
Jan. 9, 1920

Amelea Mowrer, unmarried,  
to  
Meyer Silverstein, and  
Rebecca Silverstein, husband and wife,  
27 feet of even width off the North side of Lot  
159 in McCarty's Subdivision of the East part of Out  
Lot 120 in the City of Indianapolis.  
Subject to the taxes for the year 1919.

Warranty Deed  
Stamps \$2.00

58

59

There are no further conveyances.

MORTGAGE

758 p. 67  
Jan. 5, 1920  
Recorded  
Jan. 8, 1920

Meyer Silverstein, and  
Rebecca Silverstein, his wife,  
(Signature of Rebecca Silverstein  
witnessed by L. D. Buenting, C. W. Means  
to  
South Side State Bank.  
27 feet of even width off of the North side of  
Lot 159 in McCarty's Subdivision of the East part of  
Out Lot 120 in the City of Indianapolis, to secure the  
payment of one principal note of \$800, payable 3 years  
after date and 6 interest notes of \$24. each, payable  
in 6, 12, 18, 24, 30, and 36 months, respectively after  
date. All of said notes are dated January 5th, 1920,  
bearing interest at 8% per annum after maturity with 10%  
attorney's fees.

Mortgage

Satisfied *Jan 2, 1923*  
By *Marion Title Guaranty Company*  
Manager

60  
*Satisfied*  
*Jan 12-1923*  
*500*

TAXES AND MUNICIPAL ASSESSMENTS

247 p. 70  
Approved  
Oct. 1, 1920

Meyer & Rebecca Silverstein,  
to  
Roadway Capitol Ave. from McCarty St.  
to Morris St.  
Part of Lot 159 as above described, for \$220.86  
payable in 10 annual installments with interest payable  
semi-annually; one tenth of said principal to be  
payable in May of each year, and the interest payable  
in May and November of each year. Said payments be-  
ginning with May, 1921.

Assessment

PAID IN FULL  
Marion Title Guaranty Company

61  
*Paid in full*  
*500*  
*4*

All installments paid up to and including November, 1922.



130 p. 401  
Approved  
Nov. 29, 1922

Meyer & Rebecca Silverstein,  
to  
Curbing Roadway Ray St. from  
Illinois St. to West St.  
Part of Lot 159, as above described, for \$0.21  
now due and unpaid.

Assessment

62 *Swick Pd*

*SINCE PAID*  
*from THE GUARANTY COMPANY*  
*Manager*

63

Taxes for the year 1921 paid in full.

64

Taxes for the year 1922 now a lien.

65

Contract awarded on improvement resolution #10287 for  
Roadway on Ray St. from W.P.L. of Meridian St. to E.P.L.  
of West St.

*See Indianapolis*

66

Indianapolis, Indiana, Dec. 12, 1922.

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

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

"W" & "R"  
Compared with "X"

INDIAN TITLE GUARANTY & LOAN CO.

*Judge*

#123653

67 Continuation of Abstract of Title to 27 feet off of the North side of Lot 159 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis, reference being made to the recorded plat thereof as recorded in Plat Book 2 page 26 of the Recorder's Office of Marion County Indiana.

68 Prepared for John R. Welch, since date of December 12, 1922.

684, p. 320  
Dec. 26, 1922  
Recorded  
Jan. 2, 1923.

Meyer Silverstein and  
Rebecca Silverstein, husband and  
wife, (Signs Rebege Selverstin)  
(Signatures witnessed by  
C. W. Means and  
L. D. Buenting).

Warranty Deed

69  
to  
Mendel Weiss and  
Mary Leah Weiss, husband and wife.

27 feet in even width off of the North side of Lot 159 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis.

Subject to the taxes for the year 1922 payable in the year 1923, also to the unpaid balance for the improvement of Roadway of Capitol Avenue, approved October 1, 1920, also to the unpaid balance with accrued interest of a mortgage in favor of the South Side State Bank, recorded in Mortgage Record Book 758 at page 67 thereof, of the Records in the Office of the Recorder of Marion County, Indiana, and also to all municipal assessments not yet certified to the Treasurer of Marion County, Indiana.

70  
There are no further conveyances.

Encumbrances.

SATISFIED OF RECORD May 22, 1923  
ATTEST. UNION TITLE CO. INC.  
BY *W. J. [Signature]*  
V. PRES. & GENL. MGR.

71  
843, p. 225.  
Dec. 29, 1922.  
Recorded  
Jan. 2, 1923.

Mendel Weiss and  
Mary Leah Weiss, his wife.  
(Wife signs in Hebrew)

Mortgage

to  
The Railroadmen's Building and  
Savings Association.

27 feet off of the entire North side of Lot 159 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis.

To secure a loan of \$1400.00 with certain dues, interest etc.

Assessment.

277, p. 383  
Approved  
Jan. 3, 1923.

Meyer and Rebecca Silverman  
to

Asphalt Roadway in Ray Street.

Lot 159 as above described, assessed for \$48.27  
in ten Annual Installments with 6% interest per annum  
payable semi-annually. 1/10 of said principal sum  
being payable annually and the interest payable in May  
and November of each year.

First Installment due May, 1923.

72  
7/10 Paid to me  
May 1929  
P

7/10 Paid installments to and including  
July 1928  
UNION TITLE CO. I.  
W. H. Wilson  
PRES. & GENERAL MGR

73

✓ Taxes for the year 1922, not paid, payable in May and  
November, 1923.

74

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

SINCE PAID IN FULL  
UNION TITLE CO. INC.  
W. H. Wilson  
PRES. & GENL. MGR

75

Indianapolis, Ind., March 28, 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.

Mason Title Guaranty Company  
By W. H. Wilson Manager

1. A continuation of an Abstract of title to [ 27 feet off of the North side of Lot 159 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis, as per plat thereof, recorded in Plat Book 2 page 86 in the office of the Recorder of Marion County, Indiana ] Since March 28, 1923.

Prepared for David Herman:

Mtg. Record  
855 page 189  
May 8, 1923  
Recorded  
May 15, 1923

Mendel Weiss and  
Mary Leah Weiss  
(signed Mary Leah her x mark  
Weiss signed in foreign)

Mortgage

SATISFIED OF RECORD *1-3-45*  
ATTEST, UNION TITLE CO.  
BY *C. Edward Blum*  
PRESIDENT

2.

to  
Celtic Saving & Loan  
Association No. 3

27 feet off of the north side of Lot 159 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis, as per plat thereof recorded in plat book 2 at page 26 in the Recorder's Office of Marion County, Indiana.

To secure the performance of a certain bond of even date herewith in penalty of \$1800.00 and interest at the rate of 6 1/2% per annum, together with certain dues, fines, etc. with 10% attorney's fees.

ASSIGNED BY RECORD WITHOUT RECOURSE MAY 25, 1936 TO LEO F. WELCH, HAROLD R. VICTOR AND NORBERT J. FOX, AS TRUSTEES SEE REL REC. 53 PAGE 280.

ATTEST UNION TITLE CO., INC. BY

*Willie N. Coral*  
PRES. & GEN. MGR.

Judgment Search.

3.

Examination made for judgments vs Mendel Weiss and Mary Leah Weiss husband and wife, jointly and not individually from March 28, 1923 to date and against none other.

4.

Taxes for the year 1927 fully paid.

5.

Taxes for the year 1928 on the Real Estate for which this abstract is prepared are assessed in the name of Mendel and Mary Leah Weiss and are due and payable in May and November of 1929.

May installment \$9.05 paid.

Nov. installment \$9.95 unpaid.

6.

Taxes for the year 1929 now a lien.

SINCE PAID IN FULL  
 UNION TITLE COMPANY  
 INCORPORATED  
 AT & GENERAL OFFICE  
*Willie N. Coral*

90141

# CERTIFICATE

7.



STATE OF INDIANA }  
COUNTY OF MARION } ss:

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

**FIRST** That the foregoing contains a true and correct abstract of all deeds, mortgages unsatisfied of record, notices of mechanic's liens unsatisfied of record, and all other instruments filed for record or recorded in the Office of the Recorder of said County, including the Federal Tax Lien Index in said Office, affecting the title to the tract 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 tract 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, as said records and dockets are now entered up, except as hereinabove set out.

**THIRD** That according to the current tax duplicates and special tax duplicates and 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 no search has been made for pending resolutions for municipal improvements where the lien has not attached. That according to the tax sale records in the Auditor's Office, there are no tax sales unredeemed, except as shown herein.

The undersigned has two complete independent sets of indexes to the foregoing records of said County, compiled from the records and not copied from the official indexes, and the searches covered by this certificate reflect said records of said County and are not restricted to the indexes thereof.

In the preparation of this abstract an examination was made of one set of indexes and the findings thereof were re-checked with the other independent set of indexes, said examination made by one examiner and re-checked by another.

This certificate covers entries Nos. 1 to 7 both inclusive and sheets water-marked "Union Title Company" Nos. 1 to 2 both inclusive.

Dated at Indianapolis, Indiana, September 30, 1929 8 A.M.

**UNION TITLE COMPANY**

INCORPORATED

By Willis N. Coval  
President and General Manager

142687

CAPTION

-1-

Continuation of Abstract of Title to 27 feet off of the North side of Lot 159 in McCarty's Subdivision of the East part of Out Lot 120 in the City of Indianapolis, as per plat thereof, recorded in Plat Book 2 page 86 in the office of the Recorder of Marion County, Indiana.

Since September 30, 1929, 8:00 A.M.

Prepared for: Celtic Saving and Loan Ass'n. No. 3

-2-

Mendel Weiss died ---- as appears at a subsequent entry herein.

-3-

No letters of administration issued in Marion County, Indiana, on the estate of Mendel Weiss, deceased.

Town Lot Record  
850 page 500  
Inst.#41474  
Oct. 7, 1929  
Recorded  
Oct. 7, 1929

Mary Leah Weiss, widow of  
Mendel Weiss, and unmarried  
to  
Samuel Mendelson and  
Dora Mendelson,  
husband and wife

Warranty Deed

-4-

27 feet in even width off of the North side of lot 159 in McCarty's Subdivision of the East part of out lot 120 in the City of Indianapolis, as per plat thereof, recorded in Plat Book 2 page 86 in the office of the Recorder of Marion County, Indiana.

Subject to unpaid portion of mortgage in favor of Celtic Savings and Loan Association #3 dated May 8, 1923, recorded in Mortgage Record 855 page 189 in recorder's Office of Marion County, Indiana.

142687

Subject to taxes for last half 1928 payable in 1929 and taxes for 1929 payable in 1930.

Subject to assessment for Asphalt Roadway in Ray Street, Book 277 page 383, total \$48.27 seven-tenths paid.

Judgment Search

-5-

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:

Mendel Weiss,  
and  
Mary Leah Weiss,  
not individually,

from September 30, 1929,  
8:00 A.M. to and including  
October 7, 1929,

Mary Leah Weiss,  
individually,

from October 7, 1925  
to and including  
October 7, 1929,

and vs.

Samuel Mendelson,  
and  
Dora Mendelson,  
not individually,

for the ten years  
last past and against  
none other.

142687

-6- Taxes for the year 1930 Paid.

-7- Taxes for the year 1931 Paid.

-8- Taxes for the year 1932, 1st 1/2 Paid,  
2nd 1/2 Unpaid.

-9- Taxes for the year 1933 Unpaid.

-10- Taxes for the year 1934 on the real estate for which  
this abstract is prepared are assessed in the name  
of Samuel and Dora Mendelson and are due and payable  
on or before the first Mondays in May and November  
of 1935.

General Tax Duplicate No. 89335. M.N.O.  
Indianapolis. Center Township.

May Installment \$13.81 Unpaid.

November Installment \$13.80 Unpaid.

-11- Taxes for the year 1935 now a lien.



142687

# GUARANTEED CERTIFICATE

-12-



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, 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 hereinabove set out.

**THIRD** That according to the current tax duplicates and special tax duplicates, and the municipal assessment records in the County Treasurer's Office as certified by the City Comptroller, there are no taxes 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 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 relate and our liability hereunder is limited to matters filed or entered of record within such period.

This certificate covers entries Nos. 1 to 12 both inclusive and sheets water-marked "Union Title Company" Nos. 1 to 4 both inclusive.  
Dated at Indianapolis, Indiana, October 9, 1935, 8:00 A.M.

**UNION TITLE COMPANY**

By Arthur N. Coval  
President and General Manager

-4-

ES-16

# UNION TITLE COMPANY

INCORPORATED

INDIANAPOLIS, IND.

CAPITAL STOCK \$1,000,000.00

## ABSTRACTS OF TITLE TITLE INSURANCE, ESCROWS

UNION TITLE BUILDING  
155 E. MARKET ST. LINCOLN 8361-2

DIRECTORS

ALBERT M. BRISTOR  
ARTHUR V. BROWN  
VERN E. BUNDRIDGE  
WILLIS N. COVAL  
LINTON A. COX  
FRED C. DICKSON  
GEORGE B. ELLIOTT  
GEORGE C. FORREY, Jr.  
MARION F. HINKLE

FRANK P. HURR  
DICK MILLER  
NORMAN A. FERRY  
FRED T. REED  
TIMOTHY P. SEXTON  
GEORGE W. SYDNER  
H. E. STONECIPHER  
LEO F. WELCH

OFFICERS

WILLIS N. COVAL, President  
ALBERT M. BRISTOR, Vice-Pres. & Treas.  
HIRAM E. STONECIPHER, Secretary

INDIANAPOLIS, IND., October 7, 1935

8:00 A.M.

#142687

Prepared for: Celtic Saving and Loan Association, No. 3

SEARCH FOR

FEDERAL JUDGMENTS, PENDING BANKRUPTCIES, INTERNAL REVENUE TAX LIENS  
in the

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

The undersigned hereby CERTIFIES, GUARANTEES, and WARRANTS to whoever relies upon this certificate, that there are no unsatisfied judgments of record constituting liens on real estate in any of the seven divisions of the Federal Courts named above, rendered within that portion of the ten years last past prior to March 11, 1929, the date of the enactment of the Indiana Judgment Conformity Act; nor any 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, and 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 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 herein-after 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 October 2, 1935, 8:00 A.M.

and

The Indianapolis Division of the Southern District down to and including October 7, 1935, 8:00 A.M.

Mendel Weiss,  
Mary Leah Weiss,  
Samuel Mendelson,  
Dora Mendelson.

Union Title Company

INCORPORATED

BY *Willis N. Coval*

PRES. & GENERAL MANAGER

C-1996

CAPTION

-1-

Continuation of Abstract of Title to 27 feet off of the North side of Lot 159 in McCarty's Sub-division of the East part of Out Lot 120 in the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 86, in the office of the Recorder of Marion County, Indiana.

Since October 9, 1935, 8 A. M.

Prepared for: Leo F. Welch, Harold R. Victor,  
Norbert J. Fox, Trustees.

Town Lot Record  
940 page 358  
Inst. #29842  
Oct. 23, 1935  
Recorded  
Nov. 19, 1935

Samuel Mendelson, and  
Dora Mendelson, husband  
and wife,  
to  
Celtic Saving and Loan  
Association, No. 3.

Warranty Deed  
(No U. S. Revenue  
Stamp attached)

-2-

27 feet off of the North side of Lot No. 159 in McCarty's Subdivision of the East Part of Out Lot 120 in the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, Page 26, in the Recorder's Office of Marion County, Indiana.

Subject to all unpaid taxes and municipal assessments, and the unpaid balance of mortgage in favor of Celtic Savings and Loan Association, No. 3.

C-1996

Misc. Record  
7 page 66  
Inst. #6739  
Aug. 12, 1884  
Recorded  
Aug. 12, 1884

-3-

ARTICLES OF ASSOCIATION OF CELTIC SAVING AND LOAN  
ASSOCIATION NO. 3 OF INDIANAPOLIS, INDIANA.

Organized July 31st, 1884.

We the undersigned persons hereby associate ourselves together under the Corporate name of "Celtic Saving and Loan Association No. 3 of Indianapolis, Indiana with a capital stock of \$100,000 divided into 500 shares of \$200 each with the object in view of providing for the benefit of the stockholders, a safe and profitable investment of their savings.

The operations are to be carried on in Indianapolis, Marion County, Indiana.

The affairs of the association for the first year shall be managed by a board of 9 directors and officers as follows:

Dr. E. J. Brennan, President,  
Jas. H. Deery, Vice President,  
John R. Welch, Secretary,  
James Renihan, Treasurer,  
John Carlon,  
D. J. Sullivan,  
John Murry  
Edw. Foster,  
Rev. D. O. Donohue

These Articles can only be amended by a vote of two thirds of the stockholders.

-over-

C-1996

In Testimony of which we have hereunto set  
our hands at Indianapolis this 12th day of August,  
1884.

E. J. Brennan,  
James H. Deery,  
John R. Welch,  
James Renihan,  
John Murray,  
John Carlon,  
D. J. Sullivan,  
D. O. Donayhuy,  
E. Foster,  
James M. Hugh,  
James Doherty,  
Patrick J. Kellcher  
Thomas J. Foster, Jr.

(Duly acknowledged).

For increase of capital stock from \$100,000.00  
to \$1,000,000.00 see Misc. Record 8 page 202.

For increase of capital stock from \$1,000,000.00  
to \$2,000,000.00 see Misc. Record 31 page 331.

NOTE: (We find no record of increase of Capital  
Stock from \$2,000,000.00 to \$3,000,000.00 in the  
Recorder's office of Marion County, Indiana.)

For increase of capital stock from \$3,000,000.00  
to \$4,000,000.00 see Misc. Record 69 page 185.

For increase of capital stock from \$4,000,000.00  
to \$6,000,000.00 see Misc. Record 75 page 465.

For increase of Capital Stock from \$6,000,000.00  
to \$8,000,000.00 see Misc. Record 91 page 25.

NOTE: (We find no record of increase of capital  
stock from \$8,000,000.00 to \$10,000,000.00 in the  
Recorder's office of Marion County, Indiana.)

For increase of Capital Stock from \$10,000,000.00  
to \$12,000,000.00 see Misc. Record 124 page 388.

For increase of Capital Stock from \$12,000,000.00  
to \$15,000,000.00 see Misc. Record 146 page 351.

For increase of Capital Stock from \$15,000,000.00  
to \$20,000,000.00 see Misc. Record 168 page 426.

For increase of Capital Stock from \$20,000,000.00  
to \$25,000,000.00 see Misc. Record 185 page 441.

For increase of Capital Stock from \$25,000,000.00  
to \$30,000,000.00 see Misc. Record 211 page 384.

C-1996

Town Lot Record  
949 page 258  
Inst. #14344  
April 30, 1936  
Recorded  
May 26, 1936

Celtic Saving and Loan  
Association, No. 3, (Corp. Seal)  
By Charles L. Barry, President,  
Attest: Leo F. Welch, Secretary  
to

Trust Indenture

Leo F. Welch,  
Harold R. Victor, and  
Norbert J. Fox, Trustees.

-4-

WHEREAS, a certain Plan of Reorganization and Conversion proposed by the association under date of February 20, 1936, provides that certain of the assets and property of the association which are considered by proper supervisory authority as being unacceptable security for the share liabilities of the association shall be transferred and conveyed to trustees for liquidation for the pro rata use and benefit of the investment shareholders of the association; and

WHEREAS, said Plan of Reorganization was duly approved on the 21st day of February, 1936, by The Department of Financial Institutions, State of Indiana, herein sometimes referred to as the Department, and now is effective as to all shareholders of the association by virtue of the consent thereto in writing by shareholders owning at least two thirds of the outstanding capital stock of the association as shown by the books thereof, as provided by Section 47 of The Indiana Financial Institutions Act, as amended;

NOW, THEREFORE, the said Celtic Saving and Loan Association, No. 3, by order of its Board of Directors and acting through its duly authorized officers, and in compliance with the terms and conditions of the aforesaid Plan of Reorganization, for and in consideration of the sum of \$1.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign, release, convey, set over and confirm unto Leo F. Welch, Harold R. Victor and Norbert J. Fox, as Trustees, and to their successors and assigns, all right, title and interest of the association in and to the following described property, herein sometimes referred to collectively and separately as trust property, to wit:

27 feet off of the North side of Lot No. 159 in McCarty's Subdivision of the East Part of Out Lot 120 in the City of Indianapolis, as per plat thereof, recorded in Plat Book 2 at page 86 in the Recorder's Office of Marion County, Indiana.

-over-

C-1996

(Also other real estate).

but without any representation, recourse or warranty, the purpose being to release the association from any and all liability, contingent or otherwise, upon the property so transferred and conveyed.

TO HAVE AND TO HOLD the same unto the said Trustees, their successors and assigns, but in trust nevertheless upon the following terms and conditions and for the following uses and purposes, to wit:

1. This indenture is made and accepted subject to all the terms and conditions of the Plan of Reorganization referred to hereinabove, to the same extent and with the same force and effect as if said Plan of Reorganization were fully set forth herein.

(Note: Paragraphs 2 to 18 inclusive provide for the management, control and disposition of the assets of the trust by said Trustees, for the issuance of Participation Certificates, and for the liquidation of assets and final distribution of the proceeds among the holders of said Certificates. Paragraphs 3, 8, 9, 10, 14 and 17 read as follows:-)

3. With respect to the management, control and operation of this trust, subject to the restrictions and limitations hereinafter set out and until the termination of the trust created in this instrument, the Trustees, and their successors in trust, shall have full power and authority in their discretion to do all such acts, take all such proceedings, and exercise all such rights and privileges concerning the trust property as if they were the absolute owners thereof, including the power and authority.

(a) To own, hold, manage and control the trust property hereby conveyed to them or hereafter acquired or accumulated by them hereunder; to lease or rent any realty constituting a part of the trust property, to collect and receive all rents, issues, income and profits arising from the use or disposition of trust property, and out of such income or from the corpus of the trust property to pay all taxes, assessments, insurance and other just charges against said property and the costs of maintenance, repairs, alterations and improvements thereto and the costs and expenses of administering said trust;

(b) To sell, exchange or otherwise dispose of any part or all of the trust property and to convert the same into other property, in bulk or parcels, at public or private sale, for cash or upon credit, with or without notice, without the order or

-over-

C-1996

approval of any court, and without the consent of the association or of any certificate holder, at such price and upon such terms and conditions as the Trustees may deem best, and to execute any and all contracts, assignments, conveyances or other instruments necessary to pass title to said property and necessary or incident to the execution of said trust; provided, however, that the Trustees shall not sell all or substantially all of the trust property as an entirety at any one time without the approval of the Department;

(c) To compound, compromise, settle and adjust any and all claims in favor of or against said trust; to institute, prosecute and maintain in their own names as Trustees any and all suits or actions at law or in equity, or any other proceedings which may be necessary or proper for the foreclosure of mortgages and for the purpose of collecting, safeguarding, protecting or realizing upon the trust property or any part thereof; to purchase property at foreclosure sale and to take certificates and deeds in the names of the Trustees for any property purchased or otherwise acquired by them; to defend any and all actions or other proceedings as may be brought against them as such Trustees;

(d) To invest and reinvest the cash amounts constituting the corpus and income of said trust property, but only pending the distribution thereof among the holders of Participation Certificates, and for that purpose to purchase or otherwise acquire such bonds, securities or other property as constitute authorized investments for the excess funds of domestic building and loan associations under and by virtue of Section 274 of The Indiana Financial Institutions Act, as amended, or to deposit the cash funds of the trust in any depository selected by the Trustees;

(e) To retain any property transferred, conveyed or delivered to the Trustees by this indenture or constituting a part of said trust property, without being liable or accountable for any loss or depreciation in the value thereof;

(f) To vote in person or by proxy any stocks or other securities constituting a part of said trust property and to exercise any rights, options or privileges issued or arising in connection with the ownership of such property;

(g) With the approval in writing of the Department, to borrow money for the purpose of protecting property of said trust or of making a distribution to certificate holders, or for any other purpose of said trust; to pay interest on such loans and to repay the principal thereof out of the trust property, and to mortgage or pledge any property of said trust as security for the payment of any sums so borrowed;



C-1996

(h) To accept Participation Certificates issued by the Trustees, in payment, part payment or exchange for any property of the trust, subject to such rules and regulations and upon such conditions as the Department may prescribe;

(i) To employ all necessary agents and attorneys for the proper administration of the trust; to maintain an office, and to pay the expenses and rent therefor.

The above enumeration of specific powers of the Trustees shall not in any way derogate or limit the general and implied powers herein and hereby conferred upon them.

8. If at any time any Trustee hereunder shall die, resign, or be incapacitated, or shall fail or refuse to act as such Trustee, or be removed by the Department as hereinafter provided, the trust hereby created shall not lapse, fail or terminate, but the remaining Trustees shall, until the vacancy is filled as hereinafter provided, continue to discharge all the duties and exercise all the powers and discretion by the terms of this instrument imposed and conferred upon and allowed to the Trustees herein, precisely as if such remaining Trustees were the only Trustees named herein. Any Trustee hereunder may at any time be removed from office by the Department by an instrument in writing, executed and acknowledged in the manner in which deeds of real estate are at the time required to be executed and acknowledged by the Department under the laws of the State of Indiana, which instrument shall declare such Trustee to be so removed.

9. Any vacancy in the office of Trustee hereunder caused by death, resignation, incapacity, refusal to act, removal or otherwise, shall be filled by the Department by an instrument in writing naming a successor Trustee, which instrument likewise shall be executed and acknowledged in the manner required at the time by the laws of this state for the execution and acknowledgment of deeds of real estate by the Department. Removal of a Trustee and the appointment of a successor may be embodied in one and the same instrument. Until a vacancy is filled, the legal title to the property constituting the trust estate shall be vested in the remaining Trustees.

10. Whenever a Trustee has resigned or has been removed, the instrument of resignation or removal shall be filed forthwith for recording in the office of the Recorder of the county in which this indenture is recorded. Whenever a successor Trustee is appointed in the manner aforesaid, a copy of the instrument of appointment, endorsed with the written acceptance of such appointment, likewise shall be filed forthwith for recording in the office of

-over-

C-1996

such Recorder. Every such resignation or removal, when so made and filed for record, shall operate to divest the former Trustee and his heirs and legal representatives of any and all estate, interest and title in and to the trust property, and every such appointment shall vest the said trust property, in the appointed successor Trustee as joint tenant with the remaining Trustees, to all intents and purposes as if such successor were an original Trustee hereunder, and no formal conveyance or transfer shall be necessary to divest and vest the trust property.

14. Any act of the majority of the Trustees shall be as binding and effectual upon this trust and the certificate holders as though all Trustees had acted, and it shall not be necessary for the Trustees to hold any meetings or to adopt any written resolution in connection with the business and administration of the trust or the disposition of the trust property. The signature of a majority of the Trustees to any deed, conveyance, assignment, bill of sale, transfer, indorsement or other written instrument shall for all purposes be as binding and effectual as though all Trustees had signed the same; provided, however, that by instrument in writing duly recorded, the Trustees may authorize any one of the Trustees to release mortgages or other instruments of record.

17. The association hereby agrees to execute such further and additional assignments, conveyances or other instruments, and to do such further acts and things as may be necessary and proper to carry into effect the purposes of said trust; provided, however, that all such conveyances, assignments and other transfers shall be made without representation, recourse or warranty of any kind on the part of the association.

(Approved by the Department of Financial Institutions of the State of Indiana this 25th day of May, 1936.

R. A. McKinley, Director)

# CONDITIONAL SALES CONTRACT

THIS AGREEMENT made and entered into by and between LEO F. WELCH, HAROLD R. VICTOR, AND NOBERT J. FOX, TRUSTEES, pursuant to Trust Indenture of Celtic Savings and Loan Association No. 3, under date of April 30, 1936, hereinafter referred to as party of the first part and **Cora Whitlow**

referred to as party of the second part, WITNESSETH:

That if the party of the second part shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the party of the first part hereby covenants and agrees to convey and assure to second party, who hereby agrees to purchase, in fee simple, clear of any encumbrances whatsoever, except as hereinafter expressed, by good and sufficient Trustees Deed the real estate situated in the County of Marion, State of Indiana, known and described as follows, to-wit:

**Twenty-seven (27) feet off of the North side of Lot One Hundred Fifty-nine (159) in McCarty's Subdivision of the East Part of Out Lot 120 in the City of Indianapolis, as per plat thereof recorded in plat book 2, at page 26, in the Recorder's office of Marion County, Indiana.**

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

Said property being known as **1005 S. Capitol Avenue**, Indianapolis, Marion County, Indiana.

As purchase price for said described real estate, said second party hereby covenants and agrees to pay to first party, the sum of

**Sixteen Hundred and no/100** - - - - - Dollars (\$) **1600.00**

without any relief whatsoever from valuation or appraisement laws of the State of Indiana, with attorney's fees, in the following manner, to-wit:

The sum of **One Hundred Sixty and no/100** - - - - - Dollars (\$) **160.00**

cash in hand at the time of the execution and delivery of this contract, the receipt of which is hereby acknowledged, and the sum of

**Eighty and 50/100** - - - - - (\$ **180.00**)

each and every month hereafter until the remainder of purchase price, principal and interest, has been paid in full, first monthly payment to be

made on or before the **1st** day of **March**, 194**4**, and subsequent payments to be made on or before the **1st** day of

each succeeding month thereafter. It is understood and agreed that the deferred payments on the balance of said purchase price shall bear interest at the rate of Six and one-half per cent (6 1/2%) per annum, same to be computed semi-annually in advance on January 1st and July 1st upon the sum unpaid at the beginning of such six months period, and 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 party of the second part 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 second party will assume and pay the taxes due and payable

beginning **May**, 194**4**, and all taxes due and payable thereafter, also all assessments for municipal improvements completed

after this date and any taxes assessed on this instrument. Said second party will keep said real estate insured against loss from fire and tornado in a responsible company to be approved by first party in a sum not less than the balance due on this contract. All policies to be delivered to and retained by first party during the continuance of this contract. The monthly payment hereinbefore stipulated shall include real estate taxes and insurance premiums, but any assessment for municipal improvements assumed by second party shall be payable by said party of the second part in a monthly pro rata amount in addition to the stipulated monthly payment.

That possession of said real estate shall be given the party of the second part subject to the rights of tenants and occupants in possession, which shall continue so long as the party of the second part shall punctually pay the installments of 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 always remain in the party of the first part, 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.

That 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 hereinafter placed thereon be changed, removed, remodeled, or altered in any manner whatsoever, without the written consent of first party had and obtained.

That party of the second part shall use said premises well and keep same in good repair, at expense of said party of the second part and shall not commit waste thereon, and in the event of any breach, and reentry by first party, shall deliver up premises to first party in as good condition as same are now in or may be put in, ordinary wear and tear and acts of God excepted. Second party 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. First party shall have the right at any reasonable time to enter upon and in said premises for the purpose of inspecting the same.

That as a part of the consideration, second party 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 the first party 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 thirty days, or if the party of the second part shall fail to observe or perform any other conditions or terms of this agreement, the party of the first part may at his option, cancel this agreement, take immediate possession of said real estate and remove the party of the second part 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 party of the second part shall be retained by the party of the first part not as a penalty, but as liquidated damages for the breach of this agreement; and, in such event, all rights and demands of the party of the second part shall cease and determine and second party 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 party of the first part to exercise such option hereunder at the time of any default shall not operate as a waiver of the right of said party 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.

The party of the second part having been furnished an abstract of title hereby approves title to the within described real estate as of this date and agrees to pay for all future abstract continuations.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this **31st** day of **January**, 194**4**.

*Cora Whitlow*  
Cora Whitlow

LEO F. WELCH, HAROLD R. VICTOR, NOBERT J. FOX, TRUSTEES  
By: *Harold Victor* Trustee.  
By: *Nobert J. Fox* Trustee.

C-1996

Judgment Search

-5-

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:

Samuel Mendelson  
and  
Dora Mendelson  
not individually

from October 9, 1935  
8 A.M. to and including  
November 19, 1935,

Celtic Saving and  
Loan Association, No. 3

from October 3, 1926  
to and including  
May 26, 1936,

and vs.

Leo F. Welch  
Harold R. Victor  
and  
Norbert J. Fox  
as Trustees

from April 30, 1936  
to date and against  
none other.

-6-

Taxes for the year 1932 paid.

-7-

Taxes for the year 1933 paid.

-8-

Taxes for the year 1934 paid.

-9-

Taxes for the year 1935 on the real estate for which this abstract is prepared are assessed in the name of Samuel and Dora Mendelson and are due and payable on or before the first Mondays in May and November of 1936.

General Tax Duplicate No. 90083, M. N. O.  
Indianapolis, Center Township.

May installment \$14.88 paid.

November installment \$14.87 unpaid.

-10-

Taxes for the year 1936 now a lien.

# GUARANTEED CERTIFICATE

-11-



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 Old Age Certificate Index 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 hereinabove set out.

**THIRD** That according to the current tax duplicates and special tax duplicates, and the municipal assessment records in the County Treasurer's Office as certified by the City Comptroller, there are no taxes 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 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 relate and our liability hereunder is limited to matters filed or entered of record within such period.

This certificate covers entries Nos. 1 to 11 both inclusive and sheets water-  
 marked "Union Title Company" Nos. 1 to 10 both inclusive.  
 Dated at Indianapolis, Indiana, October 1, 1936, 8 A. M.

## UNION TITLE COMPANY

By Willis N. Coral  
 President and General Manager

-10-R.L.

R.L. 13.

# UNION TITLE COMPANY

INCORPORATED

ABSTRACTS OF TITLE • TITLE INSURANCE • ESCROWS

155 East Market St. UNION TITLE BUILDING Lincoln 8361, 8362  
INDIANAPOLIS, INDIANA

Capital Stock \$1,000,000.00

★  
C-1996

## 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 FEDERAL JUDGMENTS, PENDING BANKRUPTCIES, INTERNAL REVENUE TAX LIENS

Prepared for: Leo F. Welch, Harold R. Victor, Norbert J. Fox,  
Trustees.

The undersigned hereby CERTIFIES, GUARANTEES, and WARRANTS to whoever relies upon this certificate, that there are no unsatisfied judgments of record constituting liens on real estate in any of the seven divisions of the Federal Courts named above, rendered within that portion of the ten years last past prior to March 11, 1929, the date of the enactment of the Indiana Judgment Conformity Act; nor any 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, and 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 September 30, 1936, 8 A. M. and

The Indianapolis Division of the Southern District down to and including October 2, 1936, 8 A. M.

Samuel Mendelson  
Dora Mendelson  
Celtic Saving and Loan Association, No. 3  
Leo F. Welch, Trustee  
Harold R. Victor, Trustee  
Norbert J. Fox, Trustee

Union Title Co.

INCORPORATED

BY *Willis N. Coral*  
PRES. & GENL. MGR.

R.L. 13.

248108

CAPTION

-1-

Continuation of Abstract of Title to 27 feet off of the North side of Lot 159 in McCarty's Sub-division of the East part of Out Lot 120 in the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 86, in the office of the Recorder of Marion County, Indiana.  
Since October 1, 1936, 8 A. M.

Prepared for: Leo F. Welch, Harold R. Victor,  
Norbert J. Fox, Trustees.

Judgment Search

-2-

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:

Leo F. Welch  
Harold R. Victor  
and  
Norbert J. Fox  
as Trustees

from October 1, 1936  
8 A. M. to date and  
against none other.

-3-

Taxes for the year 1942 on the real estate for which this abstract is prepared are assessed in the name of Leo F. Welch, et al, ---- and are due and payable on or before the first Mondays in May and November of 1943.

General Tax Duplicate No. 424995, T.- Z.  
Indianapolis, Center Township. Parcel No. 76922.

May installment \$15.11 paid.

November installment \$15.11 unpaid

-4-

Taxes for the year 1943 now due

-1-R.L.

SINCE PAID IN FULL  
ATTORNEY UNION TRUST CO.  
BY *Edward Blum*  
PRESIDENT

248108

# GUARANTEED CERTIFICATE

-5-

STATE OF INDIANA }  
COUNTY OF MARION } 88:

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 Old Age Certificate Index 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 5 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 2 both inclusive.  
Dated at Indianapolis, Indiana, October 28, 1943, 8 A. M.

UNION TITLE COMPANY

By

*Willis N. Coral*  
President and General Manager

-2-R.L.



64-23036A

CAPTION

-1-

Continuation of Abstract of Title to 27 feet off of the North side of Lot 159 in McCarty's Sub-division of the East part of Out Lot 120 in the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 86, in the office of the Recorder of Marion County, Indiana.  
Since October 28, 1943, 8 A.M.

Prepared for: James F. T. Sargent

Town Lot Record  
1161 page 335  
Inst. #46419  
Nov. 30, 1944  
Recorded  
Dec. 4, 1944

Leo F. Welch,  
Harold R. Victor and  
Norbert J. Fox,  
Trustees under Trust  
Indenture of Celtic  
Saving and Loan  
Association No. 3,  
executed April 30, 1936  
in Town Lot Record 949,  
at page 258, in the office  
of the Recorder of Marion  
County, Indiana  
(Signed and acknowledged  
by Leo F. Welch, Trustee,  
Norbert J. Fox, Trustee)  
to  
Central Life Insurance  
Company of Illinois

Quit Claim Deed  
(U. S. Revenue  
Stamp Attached)

-2-

27 feet off of the north side of Lot 159 in McCarty's Subdivision of the East part of Out Lot 120, in the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 26, in the office of the Recorder of Marion County, Indiana.

(Also other real estate)

The aforesaid grantors as such trustees hereby certify that they have full power, right and discretion, without the approval of any court or other supervisory authority, to convey the real estate herein described and set out under the terms and conditions hereof, and that this conveyance is made in full compliance with all of the terms and stipulations of said Trust Indenture, as set out and approved by order of the Department of Financial Institutions of the State of Indiana under date of September 20, 1944.

Proper citizenship Clause is attached.

# UNION TITLE COMPANY

INCORPORATED

ABSTRACTS OF TITLE • TITLE INSURANCE • ESCROWS

155 East Market St.

UNION TITLE BUILDING

Market 2361-5

INDIANAPOLIS, INDIANA

Capital Stock \$1,000,000.00



248108

## 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: Leo F. Welch, Harold R. Victor, Norbert J. Fox,  
Trustees

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  
October 27, 1943, 8 A. M. and

The Indianapolis Division of the Southern District down to and including  
October 28, 1943, 8 A. M.

Leo F. Welch, Trustee

Harold R. Victor, Trustee

Norbert J. Fox, Trustee

UNION TITLE CO.

*Willis A. Howard*  
PRES. & GENL. MGR.

64-23036A

CERTIFICATE

Misc. Record  
572 page 651  
Inst. #5054  
Jan. 15, 1957  
Recorded  
Jan. 23, 1957

DEPARTMENT OF INSURANCE, STATE OF INDIANA, OFFICE OF  
INSURANCE COMMISSIONER

Indianapolis, Indiana, January 15, 1957

I, William J. Davey, Insurance Commissioner of the State of Indiana, do hereby certify that the Central Life Insurance Company of Illinois, now the Central Standard Life Insurance Company was admitted to do business in the State of Indiana on October 1, 1925. Said Central Standard Life Insurance Company reinsured the business of the Standard Life Insurance Company of America on May 1, 1951. The Standard Life Insurance Company of America, Pittsburg, Pennsylvania, was licensed to do business in Indiana on November 17, 1950.

Central Life Insurance Company of Illinois, now known as the Central Standard Life Insurance Company has complied with all the requirements of the laws of the State of Indiana applicable to insurance companies and is authorized to transact the business of Life, Health and Accident Insurance in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office at Indianapolis, Indiana, the day and year written above.

William J. Davey (LS)  
Insurance Commissioner

-3-

Misc. Record  
467 Page 219  
Inst. #29550  
May 16, 1951  
Recorded  
May 18, 1951

CERTIFIED RESOLUTION ADOPTED BY BOARD OF DIRECTORS  
OF CENTRAL LIFE INSURANCE COMPANY OF ILLINOIS, (now  
CENTRAL STANDARD LIFE INSURANCE COMPANY) AND  
RATIFIED BY SHAREHOLDERS AT A MEETING HELD ON  
APRIL 30, 1951.

RESOLVED, That Article I of the Charter of the  
Central Life Insurance Company of Illinois be amended  
to read as follows:

ARTICLE I  
NAME

The name of the corporation shall be "Central  
Standard Life Insurance Company."

BE IT FURTHER RESOLVED, that the Secretary be  
and he is hereby directed to call a special meeting  
of the shareholders of this corporation and to sub-  
mit the proposed Amendment as above stated to a vote  
of the shareholders.

-4-

64-23036A

STATE OF ILLINOIS, COUNTY OF COOK, SS:

I, William V. A. Hansen, do hereby certify that I am the Secretary of the Central Standard Life Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, and that as such Secretary, I am the keeper of and have the custody, care and control of all the papers and records of said corporation, and the corporate seal thereof, and that the foregoing is a full, true and complete copy of a resolution regularly passed and adopted at a special meeting by a legal majority of the Board of Directors of said corporation, held at Chicago, Illinois, on March 22nd, 1951, a legal quorum being present, and duly approved and ratified by a legal majority of the shareholders of said corporation at a special meeting held at Chicago, Illinois on the 30th day of April, 1951, a legal quorum being present, and as such resolution appears in the records of said company and that the same is in full force and effect and has not been rescinded.

I, further certify that on the 30th day of April, 1951, Articles of Amendment to the Articles of Incorporation of the Central Life Insurance Company of Illinois, wherein the name of said Company was changed to Central Standard Life Insurance Company, were filed in and approved by the office of the Insurance Commissioner of the State of Illinois.

In Witness whereof, I have hereunto set my hand and affixed the corporate seal of this corporation this 16 day of May, 1951.

William V. A. Hansen  
Secretary

Corporate seal of Central Standard Life Insurance Company, affixed.

Town Lot Record  
1745, Inst.#25595  
April 6, 1959  
Recorded  
April 13, 1959

Central Standard Life  
Insurance Company  
(formerly Central Life  
Insurance Company of  
Illinois) (Corp Seal)  
By, E. H. Henning,  
President

Special  
Warranty Deed  
(U. S. Revenue  
Stamp Attached)

-5-

ATTEST: William V. A.  
Hansen, Secretary, an  
Illinois corporation, and  
authorized to do business  
in the State of Indiana

to  
Cora Whitlow

27 feet off of the north side of Lot 159 in  
McCarty's Subdivision of the East part of Out Lot 120

64-23036A

in the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 86 in the Office of the Recorder of Marion County, Indiana.

THIS DEED is expressly made subject to all unpaid taxes and assessments, easements, zoning, building laws, ordinances, or any restrictions of record.

The undersigned officers hereby certify that their acts in conveying this real estate have been duly authorized by the Board of Directors of said corporation; also, that there is no outstanding preferred stock in said corporation.

This deed warrants title against any person claiming by, through and under the grantor herein only and not otherwise.

-6-

Cora T. Whitlow died testate January 3, 1964. ✓

Will Record  
A-84 page 113  
Probated  
March 17, 1964

-7-

LAST WILL AND TESTAMENT OF CORA T. WHITLOW, DECEASED.

I, CORA T. WHITLOW, a resident of the County of Marion, State of Indiana, being of sound mind and memory, do make, publish and declare this to be my Last Will and Testament, hereby revoking any and all other Wills heretofore made by me.

ITEM I. I direct my Executrix to pay, out of my estate, all of my just debts, including the expenses of my last illness, my funeral expenses, and the expenses of the administration of my estate.

ITEM II. After the payment of all debts and expenses provided for in Item I hereof, I give, devise and bequeath all the rest, residue and remainder of my estate, both real and personal, of whatever kind or wherever located, which I may own or have a right to dispose of at the time of my death, unto my sisters, EAXIE DAVIES and CORDA BELL JONES if living, share and share alike, to be their absolutely and forever. ✓

If my sister, EAXIE DAVIES, shall fail to survive me, I then give, devise and bequeath her share of my estate unto her daughter, HENRY LEE SHERELS, to have and to hold the same to her own use, absolutely and forever.

64-23036A

If my sister, CORDA BELL JONES, shall fail to survive me, I then give, devise and bequeath her share of my estate unto my sister, EAXIE DAVIES, if living, otherwise to her daughter HENRY LEE SHERELS, to have and to hold the same to her own use, absolutely and forever.

ITEM III. I give unto my Executrix, hereinafter named, full power to sell, at private sale, lease, mortgage, exchange, or otherwise dispose of all or any part of the real property in my estate, upon such terms as my Executrix deems advisable, including the power to execute deeds, mortgages and any other instruments relating thereto.

ITEM IV. I direct my Executrix to pay all inheritance, estate, succession and legacy taxes to which my estate, or the transfer of any of my property hereunder shall be subject, and to charge such taxes as a part of the expenses of the administration.

ITEM V. My Executrix shall have full power, at her discretion, to do all things necessary to complete the administration of my estate, including the power to sell at public or private sale, and without order of court, any real or personal property belonging to my estate, and to combine, compromise and otherwise to settle or adjust any and all claims, charges debts or demands whatsoever, as freely as I could do, if living.

ITEM VI. Having been fully advised with respect to the provisions of our present law regarding bonds required of Executrices, I request, nevertheless, that the person named herein be permitted to serve without bond, if possible, and if this is not possible that such bond be fixed at the lowest amount possible under the practice of the Court having jurisdiction of my estate, and I hereby bind my heirs and legatees to the approval of any bond so authorized.

ITEM VII. I hereby constitute and appoint my sister, EAXIE DAVIES, who now resides at 1142 South Kenwood Avenue, in the City of Indianapolis, Indiana, as the Executrix of this, my Last Will and Testament.

ITEM VIII. In the event his services are available, I hereby direct my Executrix to employ JAMES F. T. SARGENT as her attorney, to assist her with the administration of my estate. If at the time of my decease his services for any reason are not available, I direct my Executrix to employ his son, JAMES F. T. SARGENT, JR., in his place and stead.

IN WITNESS WHEREOF, I have hereunto set my hand to this, my Last Will and Testament, this 8 day of August, A. D., 1962.

Cora T. Whitlow

The foregoing instrument, being the Last Will and Testament of CORA T. WHITLOW, consisting of 5 type-written pages, together with this page, which is

64-23036A

numbered 6, was signed and sealed by said CORA T. WHITLOW, in our presence, and by her duly published and declared as and for her Last Will and Testament, and thereupon, at her request and in her presence, and in the presence of each other, we have hereunto subscribed our names as attesting witnesses, at Indianapolis, Marion County, Indiana, on this 8 day of August, 1962.

WITNESSES: Rev. William I. Jones  
Address 3126 N. Park Ave.  
Indianapolis, Ind.  
Rev. Morse E. Williams  
Address 1968 Holloway Ave.  
Indianapolis, Ind.  
ME9-1030

IN THE PROBATE COURT OF MARION COUNTY

Estate Docket  
E64 page 556

IN THE MATTER OF THE ESTATE OF CORA T. WHITLOW,  
DECEASED.

-8-

March 17, 1964. Will probated in open court.  
Bond filed, Eaxie Davies duly appointed and qualified  
as executrix of the last will and testament of Cora T.  
Whitlow, deceased.

Order Book 649 page 319.

April 7, 1964. Proof of notice of appointment filed.  
"Pending"

NOTE: Petition for Probate of Will and issuance  
of Letters of Administration shows the name, age,  
relationship to such decedent and place of residence  
of each known legatee and devisee of such decedent's  
estate are:

NAME	AGE	RELATIONSHIP	RESIDENCE
Eaxie Davies	70	Sister	1140 S. Kenwood, Indianapolis, Ind.
Corda Bell Jones	74	Sister	485 John Street Atlanta, Georgia

64-23036A

Old Age Assistance Examination has been made, as to the persons in  
Search title subsequent to May 1, 1947, for liens shown

-9-

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.

Juvenile Court  
Search

-10-

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

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

Uniform Commercial Search has been made of the records in the Office  
Code of the Recorder of Marion County, Indiana, which

-11-

search discloses no financing statements as  
required by the Uniform Commercial Code (Chapter 317,  
1963 Acts of Indiana General Assembly) with respect  
to any Security Interest in crops or in fixtures  
containing an adequate description of real estate  
herein, except none.



64-23036A

Judgment Search

-12-

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:

Central Standard Life  
Insurance Company

from September 23, 1954  
to and including  
April 13, 1959

Cora Whitlow  
and  
Cora T. Whitlow

from September 23, 1953  
to and including  
January 3, 1964

and vs.

Eaxie Davies  
and  
Corda Bell Jones

for the 10 years  
last past and  
against none other.

-13-

Taxes for the year 1962 and prior years paid in full.

-14-

Taxes for 1963 payable 1964 in name of Cora Whitlow.

Duplicate No. 451651, TZ, Indianapolis, Center  
Township, Code No. 1-01, Parcel No. 76922.

May installment \$29.99 unpaid.

November installment \$29.99 unpaid.

Assessed Valuation:

Land \$230.00    Improvements \$440.00    Exemption (None)

-15-

Taxes for 1964 now a lien in name of Cora Whitlow.

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

-16-

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:

Six 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-3 (S), or General Commercial Districts; Class U-4, or First Industrial Districts; and Class U-5 or Second Industrial Districts.

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

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

Seven classes of Area Districts, Class AA, 15,000 square feet per family; Class A-1, 7,500 square feet per family; Class A-2, 4,800 square feet per family; Class A-3, 2,400 square feet per family; Class A-3, (corner lot) 2000 square feet per family; Class A-4, 1200 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 buildings in area district. No building shall be erected or used for dwelling on lot having area of less than 4800 square feet, unless such lot was separately owned or was a numbered lot of full original size on recorded plat prior to effective date of General Ordinance No. 4-1954.

Computation of Lot Areas.

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

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

Restrictions on Reduction of Lot Areas.

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

Restrictions of Floor Areas in Dwelling Houses.

(General Ordinance No. 113, 1952)

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

In Class AA district 1500 square feet;

In Class A1 district 1200 square feet;

In Class A2 district 900 square feet;

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

Building line and Yard Restrictions in U1 and U2 districts.

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

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

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

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

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

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

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

64-23036A

Non-Conforming Uses.

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

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

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

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

The real estate herein abstracted appears in Use District, Class **U-3** ; Height District, Class **H-1** ; and Area District, Class **A-4** ; all so 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.

METROPOLITAN PLAN COMMISSION

DOCKET NO. 60-AO-4

64-23036A

ORDINANCE

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

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

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

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

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

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

\_\_\_\_\_  
John D. Hardin

\_\_\_\_\_  
Fred W. Nordsiek

\_\_\_\_\_  
Frank J. Billeter

\_\_\_\_\_  
Louie Moller

\_\_\_\_\_  
John A. Kitley

\_\_\_\_\_  
THE MARION COUNTY COUNCIL

DATED May 31, 1960

ATTEST Clem Smith  
AUDITOR OF MARION COUNTY, INDIANA.

METROPOLITAN PLAN COMMISSION  
DOCKET NO. 61-AO-2

64-23036A

O R D I N A N C E

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

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

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

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

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

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

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

-17- Be it resolved by The Metropolitan Plan Commission of Marion County, Indiana, that in order to consolidate the various existing Master Plans and Zoning and Subdivision control Ordinance now in force in Marion County, Indiana, and the classified Cities and Towns of Marion County, Indiana, The Metropolitan Plan Commission of Marion County, Indiana, adopts all existing Master Plans now in force in Marion County, Indiana, and the classified Cities and Towns of Marion County, Indiana.

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

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

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

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

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

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

Effective March 28, 1957.

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

-18- September 11, 1964. 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.

EXCERPTS OF THE "AIRPORT DISTRICT ORDINANCE", ADOPTED BY THE MARION COUNTY COUNCIL, SEPTEMBER 4, 1963.

-19-

BE IT ORDAINED by The Marion County Council of Marion County, Indiana, that Marion County Council Ordinance No. 8-1957, adopted by The Marion County Council on March 28, 1957, and subsequently amended pursuant to Section 85 of Chapter 283 of the Acts of the Indiana General Assembly for 1955, as amended, and all zoning ordinances adopted as parts thereof be amended by the addition of the following provisions:

SECTION 1.01 AIRPORT DISTRICT

An AIRPORT DISTRICT, a secondary zoning district, is hereby established for Marion County, Indiana. The AIRPORT DISTRICT shall consist of two parts, the "Airport Approach Area" and the "Airport Circling Area" as each is defined in this ordinance and indicated on the Airport District Map for each public airport (which Map dated November 7, 1962 is a part of this ordinance and incorporated herein by reference).

All land so defined and indicated is hereby zoned and classified as the AIRPORT DISTRICT.

SECTION 2.01 AIRPORT DISTRICT REGULATIONS

The following regulations shall apply to land within the Airport District. These regulations shall be in addition to all other primary or secondary zoning district regulations applicable to said land, and in case of conflict, the more restrictive regulations shall control.

1. USE

Within that part of the Airport Approach Area of the Airport District within a horizontal radius of 10,000 feet from the airport reference point, as defined in this ordinance, no building, structure or premises shall be erected, relocated or converted for use as a school, church, child caring institution, hospital, stadium, public auditorium, theater, public assembly hall, public swimming pool, picnic grounds, carnival, amusement park, penal institution or sports arena.

2. HEIGHT

a. Within the Airport Circling Area and the Airport Approach Area, of the Airport District, no projection of any building, structure, or plant growth hereafter constructed, located or grown, or of any existing building, structure, or plant growth hereafter reconstructed, relocated or enlarged shall penetrate above the approach surfaces, the runway surfaces, the transitional surfaces, the horizontal surface, or the conical surface, whichever is more restrictive.

b. Provided, however, projections may extend to a maximum height of 50 feet above the established airport elevation.

3. PERFORMANCE STANDARDS

The following performance standards shall apply within the Airport Circling Area and the Airport Approach Area, of the Airport District, except that part of the Airport Area whose horizontal distance from the airport reference point is greater than the radius of the Airport Circling Area:

Interference with Communication

No use shall create interference with any form of communication whose primary purpose is for air navigation.

Smoke, Dust and Particulate matter

(1) No use shall create or emit smoke of a density equal to or greater than No. 2 according to the Ringelmann Scale, as now published and used by the United States Bureau of Mines.

(2) No use shall cause dust, dirt or fly-ash of any kind to escape beyond the lot lines in a manner detrimental to or endangering the visibility of air crews using the airport in landing, taking off, or maneuvering of aircraft.

NOTE: COPIES OF MAP ABOVE REFERRED TO BEING A DISTRICT MAP FOR INDIANAPOLIS (WEIR COOK) MUNICIPAL AIRPORT ARE ON FILE IN THE OFFICE OF THE METROPOLITAN PLANNING DEPARTMENT: ALSO A COPY FILED OCTOBER 7, 1963, AS INSTRUMENT #59018, IN THE MARION COUNTY RECORDER'S OFFICE.



64-23036A

# GUARANTEED CERTIFICATE

-20-

STATE OF INDIANA }  
COUNTY OF MARION } ss:

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

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

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

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

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

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

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

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

This certificate covers entries Nos. 1 to 20 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 17 both inclusive.

Dated at Indianapolis, Indiana, September 25, 1964, 8 A.M.

UNION TITLE COMPANY

by *C. Edward Plum*  
President

-17- sab

64-23036A

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

- (1) At least one complete side of such floor area shall be at ground level or above; and 60% or more of the exterior wall surface for such floor area (excluding that portion of the exterior wall surface enclosing any higher floor) shall be above the level of the finished lot grade; and
- (2) Said exterior wall surface shall have a minimum total window area equal to 7% of such "additional floor area".

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

John A. Kitley

Albert L. Steinmeier

Josephine K. Bicket

Frank J. Billeter

John D. Hardin

THE MARION COUNTY COUNCIL

DATED July 7, 1961

ATTEST: Clem Smith By: Mary N. Darko, Deputy  
AUDITOR OF MARION COUNTY, INDIANA

# UNION TITLE COMPANY

ABSTRACTS OF TITLE + TITLE INSURANCE + ESCROWS

155 East Market Street

Union Title Building

Indianapolis 4, Indiana

MEIrose 2-2361

Capital Stock \$1,000,000.00

64-23036A

## UNITED STATES DISTRICT COURTS OF INDIANA

*SOUTHERN DISTRICT*

Indianapolis Division  
Terre Haute Division  
Evansville Division  
New Albany Division

*NORTHERN DISTRICT*

South Bend Division  
Hammond Division  
Fort Wayne Division  
Lafayette Division

SEARCH FOR  
PENDING BANKRUPTCIES  
INTERNAL REVENUE TAX LIENS

Prepared for: **James F. T. Sargent**

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

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

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

**September 24, 1964, 8 A.M.** and

The Indianapolis Division of the Southern District down to and including

**September 25, 1964, 8 A.M.**

**Central Standard Life Insurance Company**

**Cora Whitlow**

**Cora T. Whitlow**

**Eaxie Davies**

**Corda Bell Jones**

UNION TITLE CO

BY *C. Edward Blum*  
PRESIDENT

sab