

WARRANTY DEED

Project I-70-3(52)
Code 0536
Parcel 79

Handwritten signature/initials

This Indenture Witnesseth, That MALLAH MORDOH AND LORA MORDOH

of Sade County, in the State of Florida Convey and Warrant to

the STATE OF INDIANA for and in consideration of FOUR THOUSAND AND TWO HUNDRED AND NO/100 (\$4200.00) Dollars,

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

Lot 154 in McCarty's Subdivision of the East Part of Out Lot 120 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 68, in the Office of the Recorder of Marion County, Indiana.

This conveyance is for the purposes of a limited access facility, and the grantor also conveys and extinguishes all rights or easements of ingress or egress to, from, or across the above described real estate.

DULY ENTERED FOR TAXATION

JUN 9 1966

John T. Sutton COUNTY AUDITOR

RECEIVED FOR RECORD 1966 JUN 10 AM 8:01 MARGIA M. HAWTHORNE RECORDER OF MARION COUNTY

A-98881
Paid by Warrant No. A-98880
Dated 5-17-1966



W.H.B. 4-12-66

4.95

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

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

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

In Witness Whereof, the said MALLAH MORDOH AND LORA MORDOH have hereunto set their hands and seals, this 29th day of March 1966.

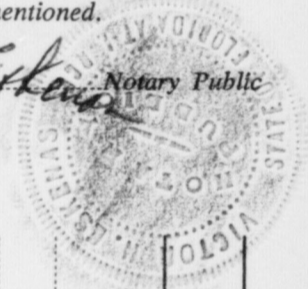
Signatures and seals for Victor H. Eskew and Mallah Mordoh (Adult Husband), and Lora Mordoh (Adult Wife).

Handwritten signature and date MAY 1966

STATE OF INDIANA, County, ss:
 Before me, the undersigned, a Notary Public in and for said County and State, this
 day of, A. D. 19.....; personally appeared the within named
 Grantor in the above conveyance, and acknowl-
 edged the same to be voluntary act and deed, for the uses and purposes herein mentioned.
 I have hereunto subscribed my name and affixed my official seal.
 My Commission expires Notary Public

STATE OF INDIANA, County, ss:
 Before me, the undersigned, a Notary Public in and for said County and State, this
 day of, A. D. 19.....; personally appeared the within named
 Grantor in the above conveyance, and acknowl-
 edged the same to be voluntary act and deed, for the uses and purposes herein mentioned.
 I have hereunto subscribed my name and affixed my official seal.
 My Commission expires Notary Public

X STATE OF Florida, Dade County, ss:
 Before me, the undersigned, a Notary Public in and for said County and State, this 29th
 X day of March, A. D. 1966; personally appeared the within named
Mallah Mordoch and her husband
 X Grantor S in the above conveyance, and acknowl-
 edged the same to be their voluntary act and deed, for the uses and purposes herein mentioned.
 I have hereunto subscribed my name and affixed my official seal.
 My Commission expires Notary Public
 NOTARY PUBLIC, STATE OF FLORIDA at LARGE
 MY COMMISSION EXPIRES AUG. 23, 1969



66 29181

WARRANTY DEED

FROM

TO

STATE OF INDIANA

Received for record this

day of, 19.....

at o'clock m, and

Recorded in Book No. page

Recorder DULY ENTERED County

Duly entered for taxation this

day of JUN 9 1966, 19.....

Auditor's fee \$ Shelby T. Sutton
 COUNTY AUDITOR
 County

Division of Land Acquisition
 Indiana State Highway Commission

(50)

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE
INDIANAPOLIS, INDIANA~~5-12-66~~ 5-25-1966To Mallah Mordoh & Lora Mordoh
5006 North College Avenue
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-98880 5-17-1966
in settlement of the following vouchers: Trans 168

DESCRIPTION	AMOUNT	
Purchase <i>For the purchase of Right of Way on State Road</i> No. <u>I-70</u> in <u>Marion</u> County <u>I</u> Project <u>70-3</u> Section <u>(52)</u> as per Grant dated <u>March 29, 1966</u> Parcel 79		\$ 3,800 00

PLEASE RECEIPT AND RETURN

Received Payment: Mallah MordohDate: 5 27 66

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE
INDIANAPOLIS, INDIANA

~~5-12-66~~ 5-25 1966

To Mallah Mordoh & Lora Mordoh
5006 N. College Avenue
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-98881 5-17-1966
in settlement of the following vouchers: Trans 168

DESCRIPTION	AMOUNT	
Purchase		
<i>For the purchase of Right of Way on State Road</i>		
No. <u>I-70</u> in <u>Marion</u>		
County <u>I</u> Project <u>70-3</u>		
Section <u>(52)</u> as per Grant dated		
<u>March 29, 1966</u>		
Parcel 79 Escrow	\$	400 00

PLEASE RECEIPT AND RETURN

Received Payment: Mallah Mordoh
Date: 7.13.66 Ssa Mordoh

Contr

APPRAISAL REVIEW FORM

Division of Land Acquisition
Indiana State Highway Commission

Project I-70-3(52)
Parcel No. 79
Road I-70
County Marion
Owner Mallah Mordoh
Address 5006 N. College Ave.
Address of Appraised Property:
1025 S. Capitol Ave.

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

- | | |
|--|---------------------------|
| 1. I have personally checked all comparables and concur in the determinations made. | <u>Yes-see supplement</u> |
| 2. Planning and Detail Maps were supplied appraisers. | <u>Adv. Acq.</u> |
| 3. The three approaches required (Income, Market Data, and Cost Replacement) were considered. | <u>Yes</u> |
| 4. Necessary photos are enclosed. | <u>Yes</u> |
| 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. | <u>Yes</u> |
| 6. Plats drawn by the appraisers are attached. | <u>Yes</u> |
| 7. I have personally inspected the Plans. | <u>Adv. Acq.</u> |
| 8. I have personally inspected the site and familiarized myself with the parcel on... | <u>Feb. 17, 1966</u> |
| 9. The computations of this parcel have been checked and reviewed. | <u>Yes</u> |
| 10. The appraiser has complied with the Indiana State Highway Commission instructional outline and/or good appraisal practices. | <u>Yes</u> |

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 Feb. 17, 1966 :
(Date)

Estimate of Appraisers:

	By: <u>Day</u>	By:	Approved By Reviewer
(a) The fair market value of the entire property before the taking is:	\$ <u>3,900</u>	\$	\$ <u>4,200</u>
(b) The fair market value of the property after the taking, assuming the completion of the improvement is:	\$ <u>-0-</u>	\$	\$ <u>-0-</u>
The Total Value of Taking Is: (a minus b) TOTAL	\$ <u>3,900</u>	\$	\$ <u>4,200</u>
(1) Land and/or improvements	\$ <u>3,900</u>	\$	\$ <u>4,200</u>
(2) Damages	\$ <u>-0-</u>	\$	\$ <u>-0-</u>
(3) Less non-compensable items	\$ <u>-0-</u>	\$	\$ <u>-0-</u>
(4) Estimated Total Compensation	\$ <u>3,900</u>	\$	\$ <u>4,200</u>

Approved	Date	Signed
Rev. Appr.	<u>2-17-66</u>	<u>Phillip J. York</u>
Asst. or Chief Appr.	<u>2-18-66</u>	<u>James B. ...</u>
	<u>2-22-66</u>	<u>[Signature]</u>

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I70-3 (52)

BUYER'S REPORT NUMBER: _____ COUNTY MARION

PARCEL NO. 79

NAME & ADDRESS OF OWNER MALLAH MURDOH + LORA MURDOH
428 COLLINS AVE MIAMI FLORIDA (VACATION) PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED LIVES AT 5006 NORTH COLLEGE AVE INDIANAPOLIS IND

PHONE # _____

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

DATE ASSIGNED 2-23-66

DATE OF CONTACT 3-19-66 RECD ACCEPTANCE LETTER

OFFER \$ _____

TIME OF CONTACT OUT OF TOWN MAIL

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

REMARKS: #7 ASKED IN LETTER FOR 65B REC. HIS SON HAS THIS IN INDIANAPOLIS

WILL SEND

#9 SEE RECEIPTED COPY IN THIS FILE

THIS PURCHASE WAS MADE BY MAIL

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

Distribution Made

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

Chadwick D Hall
(Signature)

Lawyers Title Insurance Corporation

140 EAST WASHINGTON STREET

INDIANAPOLIS, IND. 46204

MELROSE 8-6401

Mr. Mallah Mordoh
5006 N. College
Indianapolis, Indiana

July 7, 1965

In Re: State of Indiana

Gentlemen:

We enclose herewith the following:

x	Binder # 70498 in duplicate	Policy #
	Survey	Recorded Deed
	Abstract	Recorded Mortgage
x	Statement	Abstract
x	Policy request forms	
x	Copy of Old policy	

bm

The foregoing enclosures
Complete our file

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

TITLE INSURANCE DEPARTMENT

Remarks:

Schedule B—Section 1

Requirements

Showing requirements to be complied with; defects and objections to be removed or eliminated, and liens and encumbrances to be satisfied and discharged of record before policy of title insurance will be issued without exception thereto.

Item (a) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Warranty deed from Mallah Mordoh, joined by spouse if married to State of Indiana.

Item (b) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (c) Satisfaction and release of record of judgment in Cause No. R-29274 in the Marion Municipal Court rendered April 24, 1963 against Mallah Mordoh for costs.

Schedule B—Section 2

Exceptions

Showing defects, objections, liens and encumbrances, if any, to be shown as exceptions under Schedule B of the policy (such as easements, restrictive covenants, leases, unpaid taxes and assessments maturing subsequent to date hereof, prior lien or liens assumed).

Item 1. No liability is assumed for possible unfilled mechanic's and materialmen's liens.

Item 2. Taxes for the last half of year 1964 due and payable in November 1965 and taxes for all subsequent years. (Note: Insured property in 1964 is assessed in the name of Mallah Mordoh, \$27.51 each half, Parcel No. 3427, Indianapolis Center Township.)

Item 3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, or any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

Lawyers Title Insurance Corporation

Home Office - Richmond, Virginia
INTERIM TITLE INSURANCE BINDER

MALLAH MORDOH
5006 N. COLLEGE AVE.
INDIANAPOLIS, INDIANA

46205

Case No.

No. 70498

TO STATE OF INDIANA

LAWYERS TITLE INSURANCE CORPORATION, herein called the Company, hereby insures:
That the title to the land described in Schedule A hereof, was on **July 1** 19 **65**,
at **8:00** o'clock **A.** M., vested in fee simple in

MALLAH MORDOH

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

That upon compliance with and/or satisfaction of the requirements set forth under Section 1 of Schedule B of this Binder, and upon payment of its premium for title insurance, this Company will issue to you, as the insured, its policy of title insurance, on the usual form, in the sum of \$ **5,600.00 Fee.** , showing under Schedule B thereof only such exceptions as appear in Section 2, of Schedule B of this Binder and such liens, encumbrances or objections attaching to the title subsequent to the date hereof and prior to the issuance of the policy which are not satisfied and/or removed.

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused this binder to be executed pursuant to its by-laws at **Indianapolis, Indiana** on **July 7**, 19 **65**

Countersigned:

Lawyers Title Insurance Corporation

Saverly M. Wood
Authorized Officer or Agent

Mallah Mordoh
President

J. Bragg Lyne
Secretary

Schedule A

Legal description of the land referred to in this Binder.

Lot 154 in McCarty's Subdivision of the East Part of Out Lot 120 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 68, in the Office of the Recorder of Marion County, Indiana.

bm

*I-70-3(52)
1025 So Capital
Parcel # 79*

*at 3-8181
Mr. Mordoh*

**Schedule B—Section 1
Requirements**

Showing requirements to be complied with; defects and objections to be removed or eliminated, and liens and encumbrances to be satisfied and discharged of record before policy of title insurance will be issued without exception thereto.

Item (a) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Warranty deed from Mallah Mordoh, joined by spouse if married to State of Indiana.

Item (b) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (c) Satisfaction and release of record of judgment in Cause No. R-29274 in the Marion Municipal Court rendered April 24, 1963 against Mallah Mordoh for costs.

**Schedule B—Section 2
Exceptions**

Showing defects, objections, liens and encumbrances, if any, to be shown as exceptions under Schedule B of the policy (such as easements, restrictive covenants, leases, unpaid taxes and assessments maturing subsequent to date hereof, prior lien or liens assumed).

Item 1. No liability is assumed for possible unfiled mechanic's and materialmen's liens.

Item 2. Taxes for the last half of year 1964 due and payable in November 1965 and taxes for all subsequent years. (Note: Insured property in 1964 is assessed in the name of Mallah Mordoh, \$27.51 each half, Parcel No. 3427, Indianapolis Center Township.)

Item 3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, or any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

Lawyers Title Insurance Corporation

Home Office - Richmond, Virginia

INTERIM TITLE INSURANCE BINDER

Case No.

No. **70498**

TO **STATE OF INDIANA**

LAWYERS TITLE INSURANCE CORPORATION, herein called the Company, hereby insures:
That the title to the land described in Schedule A hereof, was on **July 1** 19 **65**,
at **8:00** o'clock **A.** M., vested in fee simple in

MALLAH MORDOH

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

That upon compliance with and/or satisfaction of the requirements set forth under Section 1 of Schedule B of this Binder, and upon payment of its premium for title insurance, this Company will issue to you, as the insured, its policy of title insurance, on the usual form, in the sum of \$ **5,600.00 Fee.**, showing under Schedule B thereof only such exceptions as appear in Section 2, of Schedule B of this Binder and such liens, encumbrances or objections attaching to the title subsequent to the date hereof and prior to the issuance of the policy which are not satisfied and/or removed.

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

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

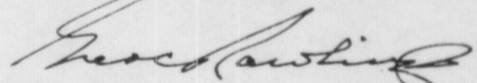
This Company shall be liable under this Interim Title Insurance Binder only for actual loss or damage incurred by reliance upon the insuring provisions hereof.

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

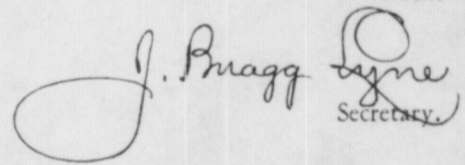
This Binder is preliminary to the issuance of the policy of title insurance and shall become null and void, unless policy is issued, and the premium therefor paid, within six (6) months from the date hereof, and shall not be binding until it shall have been countersigned by an authorized Officer or Agent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

IN WITNESS WHEREOF, the Company has caused this binder to be executed pursuant to its by-laws at **Indianapolis, Indiana** on **July 7**, 19 **65**

Lawyers Title Insurance Corporation



President



Secretary

Countersigned:

.....
Authorized Officer or Agent

Schedule A

Legal description of the land referred to in this Binder.

Lot 154 in McCarty's Subdivision of the East Part of Out Lot 120 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 68, in the Office of the Recorder of Marion County, Indiana.