

66-62374

WARRANTY DEED

Project 1-70-3(51)
Code 0574
Parcel 22

This Indenture Witnesseth, That **FRANK M COOK (ADULT HUSBAND)**
KATHERINE A COOK (ADULT WIFE)

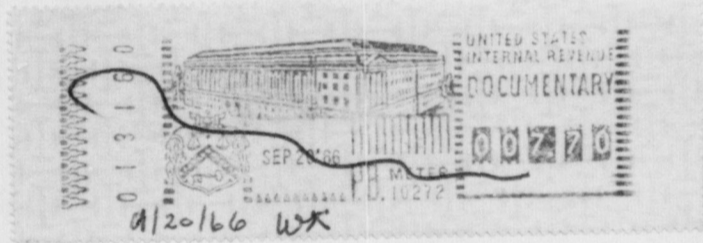
of **MARION** County, in the State of **INDIANA** Convey and Warrant to
the STATE OF INDIANA for and in consideration of

Six Thousand Eight Hundred Dollars - - - (6800⁰⁰) Dollars,
the receipt whereof is hereby acknowledged, the following described Real Estate in **MARION**
County in the State of Indiana, to wit:

LOT 214 IN McCARTY'S 6TH WEST SIDE ADDITION TO THE CITY OF INDIANAPOLIS, AS PER PLAT THEREOF, RECORDED
IN PLAT BOOK 8, PAGE 185 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

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

RECEIVED FOR RECORD
1966 DEC 12 AM 9:24
MARCIA M. HAWTHORNE
RECORDER OF MARION COUNTY



DULY ENTERED
FOR TAXATION

DEC 12 1966

John T. Sutton
COUNTY AUDITOR

A-127513
A-127512
A-127511

Paid by Warrant No. A-127511
Dated 11-23-1966

W.H.B.
9-22-66

Land and improvements \$ 6800⁰⁰; Damages \$ -0-; Total consideration \$ 6800⁰⁰

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

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

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

In Witness Whereof, the said **GRANTORS**

have hereunto set Their hands and seal, this

16th day of September 1966

Frank M Cook
FRANK M COOK

(Seal)

Katherine A Cook
KATHERINE A COOK

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

66-62374

[Signature]
OCT 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, Marion County, ss:
 Before me, the undersigned, a Notary Public in and for said County and State, this 16th
 day of September, A. D. 1966; personally appeared the within named
Frank M Cook and Katherine A Cook (adult husband-wife)
 Grantors 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 June 28 1970 William G Kramer Notary Public
 WILLIAM G KRAMER

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

66 62374

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

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

State of }
 County of } ss:

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

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

WARRANTY DEED

FROM

TO

STATE OF INDIANA

Received for record this
 day of, 19.....
 at o'clock m, and
 Recorded in Book No. page
 Recorder County

Endorsed NOT TAXABLE this
 day of, 19.....
 Auditor County
FOR TAXATION

DEC 12 1966
John T. Sutton
ENVELOPE

**Division of Land Acquisition
 Indiana State Highway Commission**

INDIANA STATE HIGHWAY COMMISSION

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

December 2, 1966 19

To Frank M. Cook and
Katherine A. Cook
1011-1013 River Avenue
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-127511 11-23-66 19
in settlement of the following vouchers:

Transmittal #67-150

Description	Amount
For <u>Purchase</u> on State Road No. <u>I-70</u> in <u>Marion</u> County, Project <u>I-70-3(51)</u> Parcel No. <u>#22</u> as per Grant/Warranty Deed, Dated <u>September 22, 1966</u>	6192.43
22	

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By Frank M Cook
Date _____

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 — 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46209

December 2, 1966 19

To Frank M. Cook and
Katherine A. Cook
1011-1013 River Avenue
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-127512 11-23-66 19
in settlement of the following vouchers:

Transmittal #67-150

Description	Amount
For <u>Purchase</u> on State Road No. <u>I-70</u> in <u>Marion</u> County, Project <u>I-70-3(51)</u> Parcel No. <u>#22</u> as per Grant/Warranty Deed, Dated <u>September 16, 1966</u> Escrow	\$ 500.00

22

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By Frank M Cook

Date _____

INDIANA STATE HIGHWAY COMMISSION

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

162 ✓

December 2, 1966 19

To Treasurer of Marion County
Duplicate #6018774 Parcel #1009824
Twp. 101
City-County Building
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-127513 11-23-66 19
in settlement of the following vouchers: Transmittal #67-150

Description	Amount
Duplicate #6018774 Parcel #1009824 For XXXXXXX Taxes on State Road No. <u>I-70</u> in <u>Marion</u> County, Project <u>I-70-3(51)</u> Parcel No. <u>#22</u> as per Grant/Warranty Deed, Dated <u>September 16, 1966</u>	\$ 107.57

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By _____
Date _____

This Indenture Witnesseth, That Ida E. Burks

unmarried

Marion County, and State of Indiana

CONVEY AND WARRANT to Frank M. Cook and Katherine A. Cook

husband and wife

Marion County, in the State of Indiana

for the sum of One (\$1.00) dollar and other valuable consideration

FOR DEED

the receipt of which is hereby acknowledged, the following REAL ESTATE, in

NOV 22 1948

County Auditor

Lot Two Hundred Fourteen (214) in McCarty's 6th West Side Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 8, Page 185 in the office of the Recorder of Marion County, Indiana.



Subject to all unpaid taxes and assessments.

Subject to the unpaid balance of a certain mortgage in the principal sum of Thirty Four Hundred (\$3400.00) dollars executed by the grantor herein to Arsenal Building and Loan Association, February 27, 1940, recorded in Mortgage Record 1221, Page 304.

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, since April 8, 1940; that these representations are made under oath to induce the acceptance of this deed of conveyance.

In Witness Whereof, The said Ida E. Burks

unmarried

has hereto set her hand and seal this 20 day of

Nov 19 1948

Ida E. Burks

[SEAL]

[SEAL]

[SEAL]

[SEAL]

d County 9524

RETURN TO
R. R. MERS F. S. & L. ASSN.
FORM 2000 1/2

69012

WARRANTY DEED

FROM
Ida E. Burks

TO **A 10606**
Frank M. Cook and Katherine A. Cook

husband and wife
Bill Cook

RECEIVED FOR RECORD

The _____ day of _____

A. D. 19____, at _____ o'clock _____ M.
RECEIVED FOR RECORD
and recorded in Record _____

pages _____ NOV 22 1948

and recorded in _____
Recorder of _____
Recorder's Fee - \$ _____

DULY ENTERED FOR REGISTRATION
FOR TITRATION

NOV 22 1948

Ralph J. Moon
COUNTY AUDITOR
Transfer Fee \$ _____

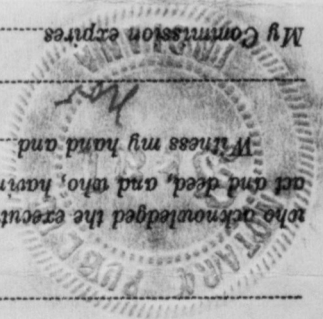
Wm. B. Burford Printing Co., Indianapolis

who acknowledged the execution of the annexed Deed to be
act and deed, and who, having been duly sworn, swears that the statements therein contained are true.
voluntary _____ day of _____
Witness my hand and _____ Seal, this _____ day of _____
Personally appeared before me _____
in and for said County and State _____
My Commission expires _____ 19____
Notary Public _____ (Seal)

who acknowledged the execution of the annexed Deed to be
act and deed, and who, having been duly sworn, swears that the statements therein contained are true.
voluntary _____ day of _____
Witness my hand and _____ Seal, this _____ day of _____
Personally appeared before me _____
in and for said County and State _____
My Commission expires _____ 1948
Notary Public _____ (Seal)

STATE OF INDIANA
Marion County
the undersigned _____
Personally appeared before me _____
in and for said County and State _____
Notary Public _____
unmarried _____
My Commission expires _____ 1948
Notary Public _____ (Seal)

RECORDED AT
MARION COUNTY, INDIANA
NOV 22 1948
P. M.



Control

APPRAISAL REVIEW FORM
Division of Land Acquisition
Indiana State Highway Commission

Project I-70-3(51)
Parcel No. 22
Road I-70
County Marion
Owner Frank M. Cook
Address 1011-1013 River Ave.
Address of Appraised Property:
1011-1013 River 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. Yes
- 2. Planning and Detail Maps were supplied appraisers. Adv. Acq.
- 3. The three approaches required (Income, Market Data, and Cost Replacement) were considered. Yes
- 4. Necessary photos are enclosed. Yes
- 5. The appraisal is fully documented and supported as required by the State Highway Commission and the requirements of P.P.M. 21-4.1 of the Federal Bureau of Roads. Yes
- 6. Plats drawn by the appraisers are attached. Yes
- 7. I have personally inspected the Plans. Adv. Acq.
- 8. I have personally inspected the site and familiarized myself with the parcel on... Aug. 11, 1966
- 9. The computations of this parcel have been checked and reviewed. Yes
- 10. The appraiser has complied with the Indiana State Highway Commission instructional outline and/or good appraisal practices. Yes

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

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

It is my opinion as of August 11, 1966 :
(Date)

Estimate of Appraisers:

	By: <u>R. York</u>	By:	Approved By Reviewer
(a) The fair market value of the entire property before the taking is:	\$ <u>6,800</u>	\$	\$ <u>6,800</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>6,800</u>	\$	\$ <u>6,800</u>
(1) Land and/or improvements	\$ <u>6,800</u>	\$	\$ <u>6,800</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>6,800</u>	\$	\$ <u>6,800</u>

Approved	Date	Signed
Rev. Appr.	<u>8-11-66</u>	<u>Phillip H. York</u>
Asst. or Chief Appr.	<u>8-18-66</u>	<u>Wm. H. Haught</u>

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

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3(51)

BUYER'S REPORT NUMBER: 2 COUNTY Marion

PARCEL NO. 22

NAME & ADDRESS OF OWNER Frank M Cook

1011-1013 River Ave

PHONE # ME 7 3746

NAME & ADDRESS OF PERSON CONTACTED Same

PHONE # Same

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

DATE ASSIGNED 8-19-66

DATE OF CONTACT 9-16-66

OFFER \$ 6800⁰⁰/₁₀₀

TIME OF CONTACT 10:15⁰⁰

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

REMARKS: met with Mr. Mrs Frank ^{Cook} and purchased their home
All necessary papers were signed. Explained payment of
vouchers and possession.

Voucher #1 6192.⁴³ pay 8 to 10 weeks
Voucher #2 - \$500⁰⁰ on possession
Voucher #3 107⁵¹ Marion County Treas 66 B Tax
Received \$7⁷⁰ for documentary stamps
Received 66 A Tax receipt to be Xeroxed and returned

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

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

633-4385 William S. Kramar
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3(51)

BUYER'S REPORT NUMBER: 1 COUNTY Mason PARCEL NO. 22

NAME & ADDRESS OF OWNER Frank C Cook

1011 River Dr

PHONE # 637 3746

NAME & ADDRESS OF PERSON CONTACTED Same

PHONE # Same

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

DATE ASSIGNED 8/19/66 DATE OF CONTACT 8/25/66

OFFER \$ 6800⁰⁰ TIME OF CONTACT 10:00 AM

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

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

REMARKS: Met with Mr and Mrs Frank M Cook subject to
buying their home, Mr & Mrs Cook were very unhappy at the
price. We will hold for decision

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

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

633-4385

William J Kramer
(Signature)

PIONEER NATIONAL TITLE INSURANCE COMPANY
UNION TITLE DIVISION

CERTIFICATE OF TITLE

S.R. I70 PROJ. I70-3 (51) COUNTY Marion

Names on Plans Frank M. & Katherine A. Cook

PNTIC # 66-790-0

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation with its principal Indiana Office in the City of Indianapolis, in consideration of premium paid, hereby guarantees that as of the 18th day of January, 19 66, 8 A.M.

Frank M. Cook and Katherine A. Cook, husband and wife
1011 River Avenue, Indianapolis

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

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

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

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

ATTEST:

PIONEER NATIONAL TITLE INSURANCE COMPANY

Richard H. Howlett
Secretary

George B. Garber
President

Countersigned and validated as of the 25 day of January, 19 66

James I. Wright
Authorized Signatory
James I. Wright

SCHEDULE "A"

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

Lot 214 in McCarty's 6th West Side Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 8, page 185 in the office of the Recorder of Marion County, Indiana.

The Record Owner or Owners disclosed above acquired title by

Warranty Deed from Ida E. Burks dated November 20, 1948, and recorded November 22, 1948, in Deed Record 1320, page 529.
U.S.R. \$3.30

Parcel 22

INTERIM CERTIFICATE OF TITLE

Pioneer National Title Insurance Company

Union Title Division

S.R.	PROJECT	COUNTY	PNTIC #
I-70	I-70-3 (51)	Marion	66-790-S

Name on Plans Frank M. & Katherine A. Cook

Name of Fee Owner Frank M. Cook and Katherine A. Cook husband and wife

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation with its principal Indiana Office in the City of Indianapolis, in consideration of premium paid, hereby certifies that a search of the records from January 1, 1966 to and including September 24, 1966 reveals no changes as to the real estate described under PNTIC # 66-790-0 except:

- Taxes for 1965 payable 1966 in name of Frank and Katherine I. Cook
Duplicate # 6018774 Parcel # 1009824 Township I-Center Code # 1-01
May \$ 107.57 (paid) (~~unpaid~~); November \$ 107.57 (~~paid~~) (unpaid)
Taxes for 1966 payable 1967 now a lien.

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

ATTEST: PIONEER NATIONAL TITLE INSURANCE COMPANY

Ray E. Sweat

Assistant Secretary

Walter A. McLean

Vice President

Countersigned and validated as of the 28th day of September, 19 66.

James I. Wright
Authorized Signatory
JAMES I. WRIGHT,
Attorney

PNTIC # 66-790-0

SCHEDULE "B"

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

- a. the rights of parties in possession
- b. matters that might be disclosed by an accurate survey
- c. statutory liens for labor or materials unless filed of record, or
- d. ordinances, laws or regulations enacted by governmental authority.

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

1. Taxes for 1964 payable 1965 in name of Frank & Katherine I. Cook.
Duplicate #260563, Code #1-01;
Township: I-Center, Parcel #9824,
May \$89.53 paid; November \$89.53 paid;
Assessed Valuation-Land \$330.00, Improvements \$1,930.00,
Exemptions \$340.00,
Taxes for 1965 payable 1966 in name of Frank & Katherine I. Cook.

Flat Book
8 p. 185
May 7, 1887
Recorded
May 7, 1887

34.

McCarty's 6th West Side Addition to the City of Indianapolis. . .
McCarty's 6th west side Addition to the City of Indianapolis, we the undersigned Nicholas McCarty, unmarried, Frances J. McCarty, unmarried, Henry Day widower and Margaret McCarty Day unmarried and Margaret R. McCarty Harrison with John C. S. Harrison her husband and Henry McCarty Day by Nicholas McCarty their attorney in fact have laid out into 6 lots numbered respectively 177, 178, 179, 180, 213 and 214 one Block lettered L. and one Avenue named Woodburn Avenue, the real estate in the town of west Indianapolis, in Marion County, State of Indiana, as shown on this plat which lots Blocks and Avenue only constitute this addition River Avenue the 20 foot alley and Drover Street having been heretofore laid off and dedicated and the strips of ground lying north east of said lot 177 and between said River Avenue and alley having been included in McCarty's 5th West Side Addition to the City of Indianapolis, the said real estate being a subdivision of part of the southwest quarter of section 11 and part of the south east quarter of section 10 township 15, north range 3 east said subdivision is named McCarty's 6th west side Addition to the City of Indianapolis, numbers and size of lots and width of alley and Woodlawn Avenue marked on this plat.

16 A (over)

Distances given in feet and decimals, the line A. B. is the southwest line of lot 176 in McCarty's 5th west Side Addition to the City of Indianapolis, and the line C. D. is the northeast line of lot 181 in said McCarty's 5th West Side Addition to the plat of which Addition reference is hereby had E. is 782.3 feet south of the north line of said south east quarter of said section 11 at a point 305 feet east of the north west corner of said southwest quarter of said section 11 the line G. H. being the south line of said Woodburn Avenue is parallel to and 1250 feet north of the south line of said sections 10 and 11 and said Woodburn Avenue as laid out and located on this plat is hereby dedicated to public use as a highway except and with the reservation to the undersigned of the right at any time within 5 years from the date hereof to grade and gravel the same and to plant and maintain shade trees thereon.

In Witness Whereof we have hereunto set our hands and seals this 6th day of May 1887.

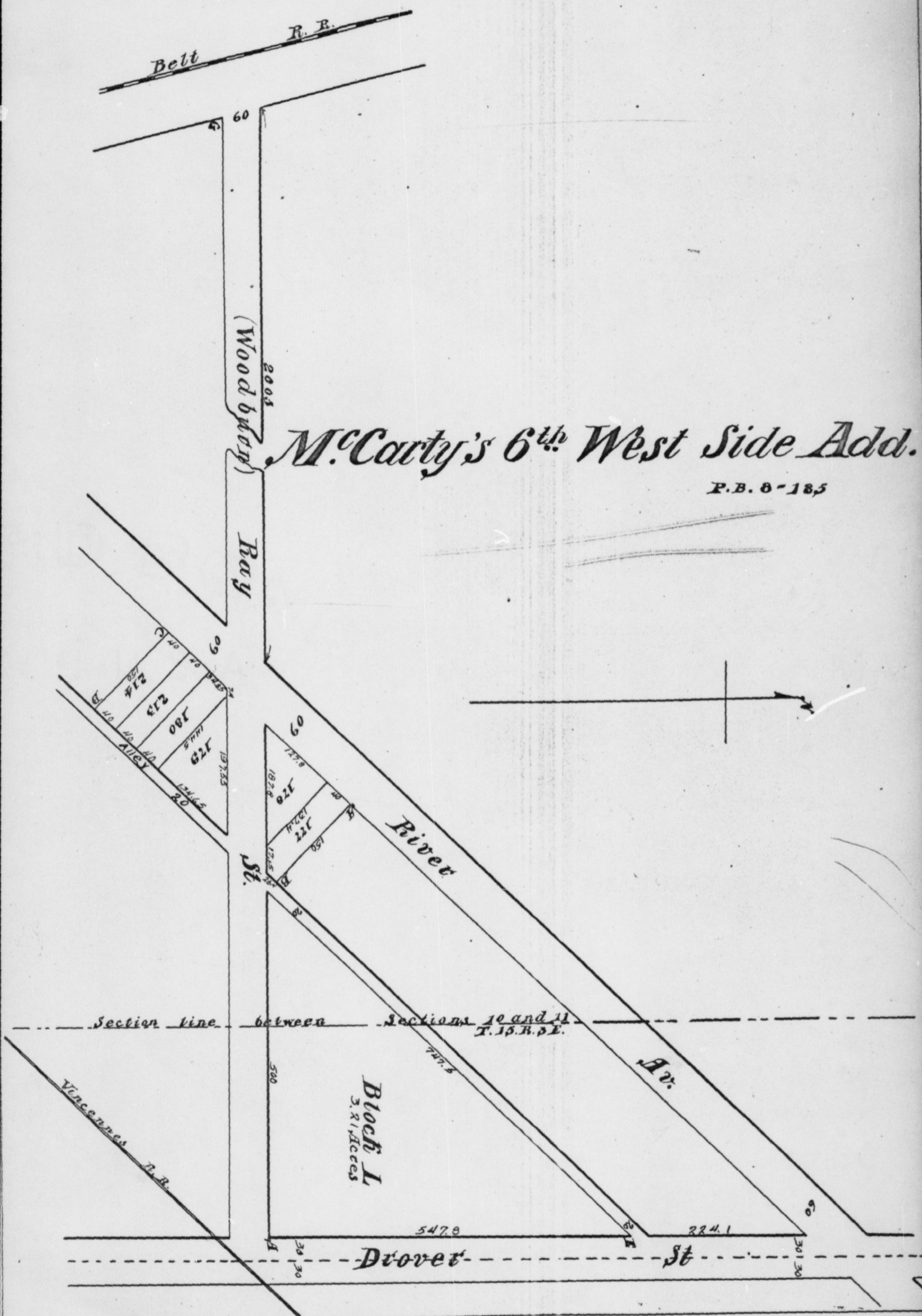
(Signed) Margaret B. McCarty
Harrison, John C. S. Harrison,
Henry McCarty Day, by Nicholas
McCarty their attorney in fact,
Nicholas McCarty, Frances J.
McCarty, Henry Day, Margaret
McCarty Day.

STATE OF INDIANA, MARION COUNTY, ss:

Before me the undersigned a Notary Public in and for said County this 7th day of May 1887 Nicholas McCarty Frances J. McCarty, Henry Day and Margaret McCarty Day acknowledged the execution of the annexed plat and Margaret-McCarty Harrison and John C. S. Harrison her husband and Henry McCarty Day by Nicholas McCarty their attorney in fact acknowledged the execution of the annexed plat.

Witness my hand and Notarial Seal this 7 day of May A. D. 1887.

(Signed) D. T. Witt (JS)
Notary Public



M. Carty's 6th West Side Add.

P.B. 8-185

5th Copy W. W. Corval & Co

CONDITIONS AND STIPULATIONS

1. If any Insured acquires said land, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, this Policy shall continue in force in favor of such Insured, subject to all of the conditions and stipulations hereof. The benefits hereof shall inure to any federal agency or instrumentality acquiring said land under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, subject otherwise to the provisions hereof.

2. The Company at its own cost shall without undue delay defend the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of said land in satisfaction of said indebtedness, which litigation is founded upon a defect, lien or encumbrance insured against by this Policy, and may pursue such litigation to final determination in the court of last resort. In case any such action or proceeding shall be begun or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest adverse to the title as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this Policy, the Insured shall at once notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, in respect to which loss or damage is apprehended, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice. In all cases where this Policy permits or requires the Company to prosecute or defend any action or proceeding, the Insured shall secure to it the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. The word "knowledge" in this paragraph means actual knowledge and does not refer to constructive knowledge or notice which may be imputed to the Insured by reason of any public record or otherwise.

3. If any Insured shall in good faith contract to sell the evidence of indebtedness and mortgage or deed of trust described in Schedule A, or having acquired said land as in paragraph 1 hereof provided, in good faith contracts to sell the same, and any such contract fails, or if the successful bidder at a foreclosure or trustee's sale refuses to complete the purchase, because of alleged defects in the title to said land, and, in any of such events, the said title has been declared by a court of competent jurisdiction to be defective or encumbered or otherwise unmarketable by reason of any defect, lien, or encumbrance insured against by this Policy, the Company at its option shall either (a) pay such Insured the amount of this Policy, (b) purchase said indebtedness, (c) establish the marketability of the title by decree of court, or (d) otherwise save the Insured harmless. In the event of any litigation involving refusal of title because of defects insured against hereunder, the Company will, at its own cost, promptly and diligently prosecute such action as may be available to establish title as insured, and if such action is not successful, will reimburse the Insured for all costs and attorney's fees in said litigation involving refusal of title.

4. The Company reserves the option to pay, settle, or compromise for or in the name of the Insured, any claim insured against or to pay this Policy in full, and payment or tender of payment of the full amount of this Policy shall terminate all liability of the Company hereunder. In such cases the Company shall be liable to pay in addition all costs and attorneys' fees incurred by it.

5. Whenever the Company shall have settled a claim under this Policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, except that the Insured may release or substitute the personal liability of any debtor or extend or otherwise modify the terms of payment provided such act does not result in any loss of priority of the lien of the mortgage or

deed of trust herein, but such subrogation shall be in subordination to the lien of the Insured under its said mortgage or deed of trust and to the right of the Insured to receive and be fully paid the amount of principal and interest and other sums, if any, secured by said mortgage or deed of trust. If loss of priority should result from any act of the Insured, such act shall not void this Policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights, securities, and remedies against any person or property necessary in order to perfect such right of subrogation.

6. The Company has the right and option, in case any loss is claimed under this Policy, to pay to the Insured the entire indebtedness secured by said mortgage or deed of trust to the Insured, together with all costs and attorneys' fees which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and the Insured shall at once assign and transfer to the Company said mortgage or deed of trust and the indebtedness thereby secured and such payment shall terminate all liability under this Policy and the Insured shall surrender the same.

7. A statement in writing of any loss or damage for which it is claimed the Company is liable under this Policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this Policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this Policy unless action shall be commenced thereon within one year after expiration of said thirty-day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this Policy.

8. The Company will pay, in addition to any loss insured against by this Policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company or as provided in paragraph 3 of the conditions and stipulations hereof but not otherwise. The Company will not be liable for loss or damage by reason of defects, claims or encumbrances created subsequent to the date hereof (excepting any statutory lien for labor or material insured against by this Policy) or for defects, claims or encumbrances created or suffered by the Insured claiming such loss or damage, or existing at the date of this Policy and known to the Insured claiming such loss or damage at the date such Insured claimant acquired an insurable interest but not known to the Company or disclosed to it in writing by the Insured. The liability of the Company under this Policy shall in no case exceed in all the actual loss of the Insured and costs and attorneys' fees which the Company is obligated hereunder to pay. All payments under this Policy shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this Policy for endorsement of such payment unless the Policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company. Payment in full by any person or voluntary satisfaction or release by the Insured of the mortgage or deed of trust described in Schedule A shall terminate all liability of the Company under this Policy, except as provided in Condition 1.

9. Nothing contained in this Policy shall be construed as an insurance against action by any governmental agency for the purpose of regulating occupancy or use of said land or any building or structure thereon.

10. The term "Land" when used herein shall be construed to include the land herein described specifically or by reference and improvements affixed thereto which by law constitute real property.

11. All notice required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its Home Office at Indianapolis, Indiana.

Carbondale
**Policy of
 Title Insurance**
 A-30645

Officers

VERN E. BUNDRIDGE President
 HIRAM E. STONECIPHER
 Vice-President and Secretary
 C. EDWARD BLUM Vice-President
 ROBERT W. STOCKWELL
 Vice-President
 GEORGE W. THOMPSON
 Vice-President and Treasurer
 FRANK P. HUSE Asst. Vice-President
 FONNIE SNYDER Asst. Vice-President
 RAY E. SWEAT Asst. Secretary

Directors

C. EDWARD BLUM
 ERWIN L. BOHN
 ALBERT F. BROMLEY
 VERN E. BUNDRIDGE
 FRANCIS M. HUGHES
 FRANK P. HUSE
 PAUL E. JONES
 CARL C. KOEPPER
 JOHN K. PARRY
 GEORGE SADLER
 HIRAM E. STONECIPHER
 GEORGE W. THOMPSON

Union Title Company

INDIANAPOLIS, INDIANA

POLICY NUMBER

254067

AMOUNT

POLICY OF TITLE INSURANCE

\$ 1,500.00

Union Title Company

A CORPORATION, OF INDIANAPOLIS, INDIANA

herein called the Company, for a valuable consideration, paid for this Policy of Title Insurance,
DOES HEREBY INSURE

RAILROADMEN'S FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIANAPOLIS

the owner of the indebtedness secured by the mortgage or deed of trust described in Schedule A, herein called said indebtedness, and each successor in interest in ownership thereof, and also any such owner who acquires the land referred to in this Policy in satisfaction of said indebtedness as provided in the conditions and stipulations hereof, herein called the Insured, against loss or damage not exceeding **One Thousand Five Hundred and no/100** Dollars, (\$ **1,500.00**), which the Insured shall sustain by reason of any defect in the execution of said mortgage or deed of trust, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon the said land, or by reason of the invalidity of the lien thereof upon said land, or by reason of title to the said land being vested at the date hereof otherwise than as herein stated, or by reason of unmarketability of the title of the mortgagor or trustor, or by reason of any defect in, or lien or encumbrance on said title at the date hereof, or by reason of any statutory lien for labor or material which now has gained or hereafter may gain priority over the lien upon said land of said mortgage or deed of trust, other than defects, liens, encumbrances and other matters set forth in Schedule B, or by reason of the priority thereto of any lien or encumbrance at the date hereof except as shown by Schedule B, all subject, however, to the conditions and stipulations hereto annexed, which conditions and stipulations together with said Schedules A and B are hereby made a part of this Policy.

Subject to the provisions of Schedule B and the conditions and stipulations hereof, the Company further insures that, at the date hereof, any assignments shown by Schedule A, whether recorded or not, are good and valid and vest title to said mortgage or deed of trust in the Insured free and clear of all liens.

The LOUISVILLE TITLE INSURANCE COMPANY is jointly and severally liable with the UNION TITLE COMPANY as insurer to the full extent of this policy, under a co-insurance treaty between said companies.

IN WITNESS WHEREOF, UNION TITLE COMPANY has caused this policy to be executed this

28th day of April 1959

This policy is valid only when countersigned by a duly authorized officer or agent.



UNION TITLE COMPANY

By *Vern E. Burdridge* President

And by *Hiram E. Stonecipher* Secretary

Countersigned

Ray E. Sweet
Assistant Secretary

Authorized Officer—~~XXXX~~

SCHEDULE A

1. The fee simple title to said land is at the date hereof vested in

FRANK M. COOK AND KATHERINE A. COOK, husband and wife

2. The mortgage or deed of trust and assignments, if any, covered by this Policy are described as follows:

Mortgage for \$1,500.00 from Frank M. Cook and Katherine A. Cook, husband and wife, to Railroadmen's Federal Savings and Loan Association of Indianapolis, dated April 21, 1959, recorded April 22, 1959, in Mortgage Record 1982, Instrument #28279, in the Office of the Recorder of Marion County, Indiana.

3. The land referred to in this Policy is situated in the County of **Marion** State of Indiana, described as follows:

Lot 214 in McCarty's 6th West Side Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 8, page 185, in the Office of the Recorder of Marion County, Indiana.

SCHEDULE B

Showing defects, liens, encumbrances and other matters against which the Company does not, by this Policy, insure:

1. Taxes for 1958 payable 1959, assessed in the name of Frank and Katherine I. Cook, Duplicate 279423, I. Center Township; Parcel Number 9824. May \$25.73 unpaid; Nov. \$25.73 unpaid; Taxes for the year 1959 in the name of Frank and Katherine I. Cook, payable 1960.
2. Rights of occupying tenants.
3. Defects in location or measurement ascertainable only by survey.
4. Possible rights of mechanic's liens not yet filed for record.

NOTE: Unless otherwise specifically excepted in Schedule B hereof, this policy insures that no restriction upon the sale or occupancy of insured premises on the basis of race, color or creed, has been filed of record at any time subsequent to February 15, 1950, and prior to the recording of the security instrument described under Schedule A-2 hereof.

FIRST MORTGAGE NOTE

Indianapolis, Indiana, *Spencer*, 19 59.

On or before Ten (10) years after date, for value received, we jointly, severally, and as principals promise to pay to the order of RAILROADMEN'S FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIANAPOLIS the principal sum of FIFTEEN HUNDRED-----

----- (\$1500.00)----- DOLLARS with interest at the rate of Six (6%) per annum from date until paid, payable in payments of not less than FIFTEEN AND SIXTY SIX HUNDRETHS----- (\$15.66)----- DOLLARS per month in advance, all of said payments to be made without relief from valuation and appraisal laws at the office of said Association in the City of Indianapolis, Indiana, on or before the 1st day of each calendar month hereafter until the whole of said principal sum and interest is fully paid, together with ten per centum (10%) attorney's fees in the event of foreclosure.

On the first day of each month hereafter, said interest shall be computed and taken out of said monthly payment and the balance of such payment in excess of said interest shall on said dates be credited on the principal of this note and thereafter interest shall not be charged on the amount so credited to the principal but shall be charged only on the remaining unpaid part of the principal.

This note is secured by mortgage of even date on real estate in Marion County, Indiana, and upon default in the payment of any monthly installment provided for herein when due and upon the continuance of any such default for a period of ninety days or on default in the performance of any of the covenants or conditions contained in the mortgage securing this note, the entire unpaid principal and interest of this note and all other sums secured by the mortgage shall at any time thereafter without notice, notice being hereby expressly waived, become due and said mortgage may be foreclosed.

Frank M. Cook

Frank M. Cook

Katherine A. Cook

Katherine A. Cook

Standard mortgage.

THIS INDENTURE WITNESSETH, That Frank M. Cook and Katherine A. Cook, husband and wife

FULLY PAID

of the County of Marion and State of Indiana, hereinafter referred to as the mortgagor, mortgage and warrant to RAILROADMEN'S FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIANAPOLIS, a corporation under the laws of the United States of America, with principal office at 21 Virginia Avenue, Indianapolis, Indiana, the following described real estate, situated in the County of Marion and State of Indiana, to-wit:

APR 26 1955
Railroadmen's Federal Savings & Loan Association of Indianapolis

Lot Two hundred Fourteen (214) in McCarty's 6th West Side Addition to the City of Indianapolis, as per plat thereof, recorded, in Plat Book 8, page 185, in the office of the Recorder of Marion County, Indiana.

and all plumbing, heating, or lighting fixtures, and equipment now or hereafter attached to or used in connection with said premises, and the rents, issues, and profits thereof, to secure (1) the payment of a loan evidenced by a promissory note of even date herewith, executed by the mortgagor, payable on or before Ten (10) years from date, to the order of said RAILROADMEN'S FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIANAPOLIS, in the principal sum of

FIFTEEN HUNDRED- - - - - (\$1500.00)- - - DOLLARS, with interest as provided for in said note from date until paid, said principal and interest being payable in payments of not less than

FIFTEEN AND SIXTY SIX HUNDREDTHS- - - - - (\$15.66)- - - DOLLARS per month in advance, all of said payments to be made without relief from valuation and appraisal laws at the office of said Association in the City of Indianapolis on or before the 1st day of each calendar month hereafter until the whole of said principal sum and interest is fully paid in compliance with all the stipulations in said note; and (2) any advances made by the mortgagee to the mortgagor for any purpose, at any time before the release and cancellation of this mortgage, but at no time shall this mortgage secure advances on account of said original note and such additional advances in a sum in excess of the original principal amount of this mortgage, said additional advances to be evidenced by a note executed by the mortgagor to the mortgagee and secured by this mortgage; provided, however, that nothing herein contained shall limit the amount that shall be secured hereby when advanced to protect the security as hereinafter provided.

Mortgagor does hereby covenant further and agree as follows:

That the mortgagor will, until the obligations hereby secured are fully satisfied, pay all taxes and assessments levied on said premises, and pay all premiums for keeping all insurable property covered hereby, insured against loss and damage by fire, windstorm, and other hazard, with such insurers and in such amounts and manner as shall be in the judgment of mortgagee necessary or proper, and will transfer said insurance to said mortgagee. The said taxes, assessments, and insurance premium shall be paid by mortgagor as follows:

On or before the 1st day of each calendar month hereafter until the obligations hereby secured are fully satisfied, except as hereinafter provided, mortgagor shall pay to the mortgagee not less than the sum of SIX AND THIRTY-FOUR HUNDREDTHS

- - - - (\$6.34) - - - - DOLLARS to be used in the payment of said taxes, assessments, and insurance premiums when due and in the event sufficient funds for that purpose have not been paid by mortgagor to mortgagee when any such taxes, assessments, or insurance premiums become due and payable, mortgagor shall forthwith pay the balance thereof to mortgagee. In the event said monthly payments shall, at the expiration of one year from the date hereof, be found to have been insufficient or more than the amount necessary to pay said taxes, assessments, and insurance premiums which accrued during said period, then mortgagee shall apply any surplus then accumulated on the principal and may increase or reduce the monthly payments for taxes, assessments, and insurance premiums to such amount as will, in the judgment of mortgagee, be sufficient to satisfy the taxes, assessments, and insurance premiums to accrue during the following one year period and a similar application and adjustment shall be made every year thereafter until the obligations hereby secured are fully satisfied.

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The mortgagee may, in case of failure of mortgagor so to do, pay any claim, lien, or encumbrance, or purchase any tax title or claim against the premises, make any repairs necessary to preserve the security intended to be given by this mortgage and may obtain complete abstracts of title of said real estate and such continuations thereof as in the judgment of mortgagee may be required at any time while any part of the obligations hereby secured remain unpaid, and all sums so paid shall become immediately due to the mortgagee, shall be added to and become a part of the indebtedness secured hereby.

The mortgagor will exercise due diligence in the operation, management, and occupation of said real estate and the improvements thereon, and not commit waste or allow the same to be committed on said premises, and keep said real estate and the improvements thereon in their present condition and repair, normal and ordinary depreciation alone excepted, and not commit or permit to be committed on said premises any illegal or immoral acts.

Upon default in the payment of said principal sum, advances, interest, taxes, assessments, or insurance, all of which are secured by this mortgage, and such default continuing for ninety (90) days, the whole of said principal remaining unpaid and all interest, taxes, assessments, and insurance with ten per cent (10%) attorney's fees, at any time thereafter without notice, notice being hereby expressly waived, shall become due and this mortgage may be foreclosed and the mortgagee shall have possession of said real estate and premises pending such foreclosure and until the obligations secured by the mortgage are fully paid and satisfied.

Witness their hand and seals this 21 day of April, 19 59

EXEMPT FROM INTANGIBLE TAX BY REASON OF BUSINESS SITUATION OUTSIDE INDIANA. EXEMPTED UNDER SEC. (1)

Frank M. Cook (Seal)
Katherine A. Cook (Seal)

490

28279

MORTGAGE

Frank M. Cook and Katherine A. Cook

husband and wife

TO A 306 45

Organized 1887
RAILROADMEN'S FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIANAPOLIS
21-23 VIRGINIA AVE.
INDIANAPOLIS, INDIANA

RECEIVED FOR RECORD

APR 22 1959

and recorded in
Record Page 23
Recorder Marion County

RECEIVED FOR RECORD

The day of

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

and recorded in Record, Page

Recorder Marion County.

RECORDED AT
MARION COUNTY, INDIANA
APR 22 1959
1:36 P.M.

My commission expires June 5, 1961

JAMES R. KOCHER

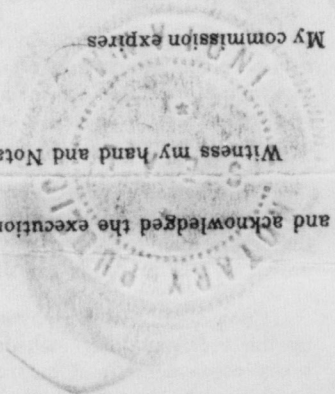
Notary Public

James R. Kocher

My commission expires

Witness my hand and Notarial seal.

and acknowledged the execution of the annexed mortgage.



personally came Frank M. Cook and Katherine A. Cook, husband and wife

Before me, the undersigned, a Notary Public in and for said County and State, this 21 day of April, 19 59

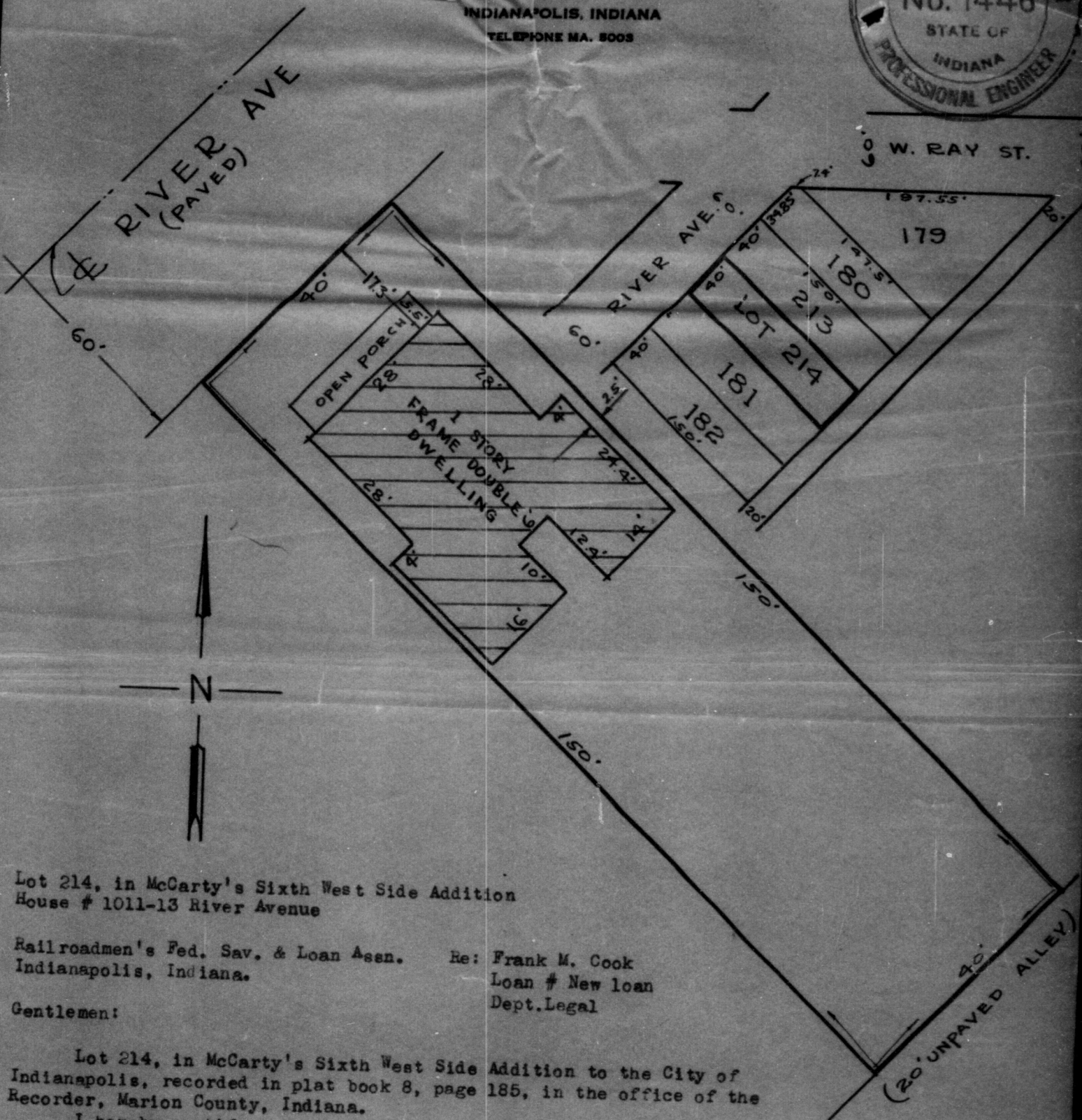
STATE OF INDIANA }
Marion County } ss:

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NOTE: SURVEYS NOT SHOWING
STAKES OR PINE CAN NOT BE
USED FOR SETTING FENCES
OR DETERMINING PROPERTY LINE

ARTHUR F. HAUFLE

CIVIL ENGINEER & SURVEYOR
327 PEOPLES BANK BUILDING
INDIANAPOLIS, INDIANA
TELEPHONE MA. 8003



Lot 214, in McCarty's Sixth West Side Addition
House # 1011-13 River Avenue

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

Re: Frank M. Cook
Loan # New loan
Dept. Legal

Gentlemen:

Lot 214, in McCarty's Sixth West Side Addition to the City of
Indianapolis, recorded in plat book 8, page 185, in the office of the
Recorder, Marion County, Indiana.

I hereby certify that the buildings situated on the above described
real estate are located on and within the boundaries of said premises. I
further certify that the buildings located on the adjoining property do
not encroach upon said Lot 214.

This certification was made by me this 10th day of November, 1948.

A. F. Haufler.

By Arthur F. Haufler

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

A F F I D A V I T

Nellie M. Smith being duly sworn upon oath, says that she resides at 4061 Washington Boulevard, Indianapolis, Indiana, and is the owner of Lot 214 in McCarty's Sixth West Side Addition to the City of Indianapolis; that she is not the defendant in a certain suit wherein Otho A. Smith is plaintiff, and Nellie May Smith is defendant, as shown in Order Book 384, Page 493, wherein on December 26, 1918, the Marion Superior Court rendered a judgment for costs against the defendant.

That affiant's full correct name is "Nellie Maria Smith."

Nellie M. Smith

Subscribed and sworn to before me, this 29 day of July, 1925.

My commission expires:

Sept 5 - 1928

John E. Hockett
Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS

Emil Kernel, of said county and state, being duly sworn upon his oath says that he was duly appointed and qualified as executor with the will annexed of Joseph Kernel, deceased, the father of this affiant; that said affiant was one of the devisees and legatees under the will of said Joseph Kernel, deceased; that on or about the 10th day of November, 1904, said affiant as executor made part distribution of the estate of said Joseph Kernel, deceased, to the several devisees and legatees thereof; that said estate consisted in part of promissory notes secured by mortgages; that as part of said affiant's distributive share said affiant as executor distributed and assigned to himself as devisee and legatee aforesaid, a promissory note in the sum of \$700.00 secured by a mortgage executed by Jacob Yuncker to said Joseph Kernel on Lot 214 in McCarty's Sixth West Side Addition to the City of Indianapolis, recorded in Mortgage Record 372, page 91, of the Recorder's office of said county; that other notes and mortgages were distributed and assigned to other of said devisees and legatees; that the estate of said Joseph Kernel, deceased, was fully and finally administered by said executor, and full distribution made of said estate; that affiant makes this affidavit for the purpose of explaining the reason for the assignment of said mortgage recorded in Mortgage Record 372, page 91, by said affiant as executor, to himself individually, and for the purpose of thereby assuring anyone interested in the title to said real estate of the propriety of the acts of said executor in the premises; and further affiant sayeth not.

Emil Kernel

Subscribed and sworn to before me this 18th day of June, 1923.

Herman W. Koehn
Notary Public.

My commission expires July 7, 1923

United States of America } ss:
DISTRICT OF INDIANA

I, William P. Kappes, Clerk of the District Court of the United States within and for the District aforesaid, do hereby certify that there are no unsatisfied judgments remaining upon the records of the District Court at Indianapolis, obtained within the last ten years against

Owen T. Stivers

Jacob C. Yuncker

WITNESS my hand and the seal of said District Court at Indianapolis,

in said District, the 7 day of July

A. D. 1923

William P. Kappes
7-1312
Clerk.



FRANK B. ROSS
LAWYER
901 5 STATE LIFE BUILDING
INDIANAPOLIS, IND.

May 22nd., 1923.

Miss Nellie Smith,
2232 N. Meridian St.,
City.

Dear Madam:-

I have examined the attached abstract of title to lot number two hundred and fourteen (214) in McCarty's Sixth West Side Addition to the City of Indianapolis, Indiana, as said abstract of title is last continued to date of May 12th., 1923, by the Marion Title Guaranty Company, and from such examination, I am of the opinion that Owen T. Stivers is the owner of said real estate, in fee simple, subject to the following liens and encumbrances:-

- Get statement*
1. The taxes on said real estate for the last half of 1922, payable in November, 1923, are unpaid, and are now a lien on said real estate.
 2. The taxes for 1923, payable in May and November, 1924, are now a lien on said real estate.
 3. There is a mortgage on said real estate held by the Indiana Savings & Investment Company, for the sum of \$1100.00, bearing date of October 4th., 1922. You should obtain a statement from said mortgagee showing the exact amount that is due and unpaid on said mortgage at the present time.
 4. There is a lien on said real estate for the construction of the pavement in River Ave., approved January 5th., 1923, for \$293.19. This lien is payable one-tenth each year, under the Barrett Law plan, and the first installment payable in May, 1923, has not, as yet, been paid. You should procure a statement from the treasurer of Marion County, showing the exact amount due and unpaid on said lien in principal and interest at this time.
 5. You should ascertain the rights of all tenants, if any, who now occupy said real estate.
 6. At No. 32 of said abstract it is shown that a mortgage was given by Jacob C. Yuncker to Joseph Kernel, on November 18th., 1899, for \$700.00.

Amount required to pay off

The abstract shows that on November 10th., 1904, Emil Kernel, as executor of the last will and testament of said Joseph Kernel, assigned said mortgage to himself, and that on May 17th., 1906, said Emil Kernel released and satisfied said mortgage.

Mr. Ross

N.S.--2.

✓ There is nothing in the abstract to show the death of said Joseph Kernel, nor is there anything in the abstract to indicate by what authority said Emil Kernel assigned said mortgage to himself.

✓ The will of said Joseph Kernel is not set out in said abstract, nor is there anything in the abstract to show that Emil Kernel assigned said mortgage to himself by or with the approval of any court of competent jurisdiction.

✓ There must be some showing made giving authority to said Emil Kernel to assign said mortgage to himself.

7. You should obtain certificates from the United States Circuit and District Courts showing that there are no unsatisfied judgments in either of said courts that have been taken during the past ten years against Owen T. Stivers and Jacob C. Yuncker.

Very truly yours,

Frank Ross

FBR/AI

*Get
Certified
w/ U.S.
Court*

ABSTRACT OF TITLE

TO

Lot 214 in McCarty's 6th West Side Addition to the City of Indianapolis, reference being made to the plat thereof as recorded in Plat Book 8, page 185 in the Office of the Recorder of Marion County, Indiana.

Marion County, Indiana

Prepared for FIEBER AND REILLY.

By

MARION TITLE GUARANTY COMPANY

Indianapolis, Indiana

HISTORICAL NOTES.

All the land in Marion County, Indiana, was purchased by the United States of the Miami Indians. The Indians who made any claims to the land south of the Wabash River were primarily the Miami nation. The Delawares occupied this immediate region, and were considered as having a title by grant or permission from the Miami Nation, which at least was a title to permanent occupation.

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

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

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

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

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

By clause 5 of section 5 of the enabling act of congress of April 19, 1816, four sections of land were granted to the new State of Indiana to be selected by the legislature "for the purpose of fixing the seat of the government thereon."

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

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

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

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

Act of 1820, p. 18.

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

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

Act of 1821 p. 44.

By the original survey section one contained 658.20 acres; section 2, 611.53 acres; section 12, 640 acres, and section 11, east of White River, contains 448.20 acres, leaving 202.7 acres to be taken out of the east side of section 3.

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

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

The seat of government was permanently established at Indianapolis, January 20, 1824.

R. S. 1824, p. 370.

January 26, 1827, the alleys in certain squares were vacated.

Acts of 1827 p. 5.

February 9, 1831, a survey of the remaining part of the donation was authorized and a plat of such survey was filed in the Recorder's office of Marion county, July 5, 1831.

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

AGENTS OF STATE

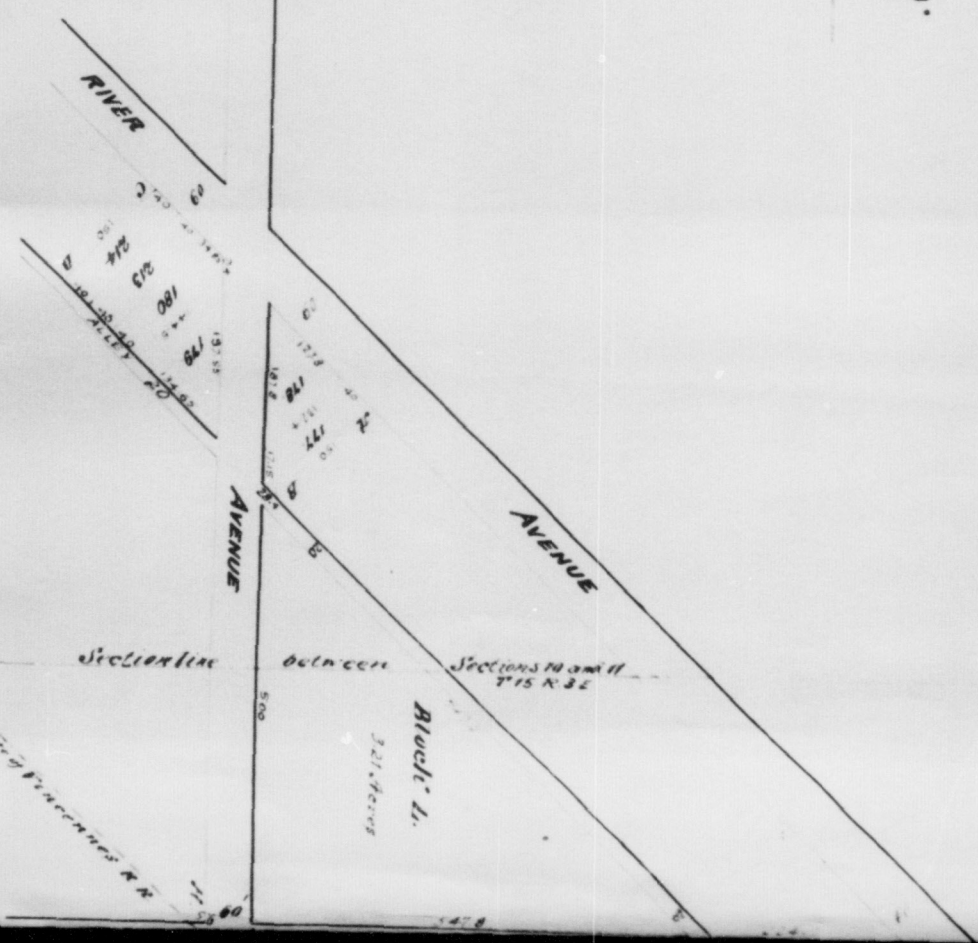
1. John Carr, appointed September, 1821.
2. James Milroy, appointed September, 1822.
3. Bethuel F. Morris, appointed December, 1822.
4. Benjamin I. Blythe, appointed February, 1825.
5. Ebenezer Sharpe, appointed April, 1828.
6. John G. Brown, appointed September, 1835.
7. Thomas H. Sharpe, appointed February, 1836.

AVENUE N.H.

WOODBURN

6017

McCarty's 6th West Side Add.



Tract Book
July 21, 1821.

-1-

The united States of America,
to
Daniel Yandes, and
Ephraim D. Reed.

West fractional Section 11, Township 15, North,
Range 3 East, 95-14/100 Acres.

See Land Record "E" page 672 for Certificate of
Register of Lands.

Original Entry.

Land Record
"A", p. 127.
Dec. 16, 1823.
Recorded
Dec. 1, 1824.

-2-

Ephraim D. Reid, and
Rosalinda Reid, his wife,
to
Samuel McCormick, his heirs
and assigns.

The undivided 1/2 Fractional Section 11, Town-
ship 15, North, Range 3 East, West of White River,
containing 95-14/100 acres.

Warranty Deed.

"E", p. 298.
July 16, 1825.
Recorded
Nov. 19, 1835.

-3-

Samuel McCormick, and
Elizabeth McCormick, his wife,
to
Daniel Yandes, his heirs and
assigns.

Same tract as last above described.

Quit Claim Deed.

Tract Book
July 21, 1821.

-4-

The United States of America,
to
Daniel Yandes.

South East 1/4 of Section 10, Township 15,
North, Range 3 East, containing 160 Acres.

See Land Record "E" page 672 for Certificate
of Register of Lands.

Original Entry.

"C", p. 160.
May 7, 1831.
Recorded
May 7, 1831.

-5-

Daniel Yandes, and
Ann Yandes, his wife,
to

Abraham A. Hall, his heirs and assigns.

The undivided 1/2 of the South East 1/4 of Section
10, Township 15, North, Range 3 East, and the undivided
half of the residue of the fractional part of Section 11
Township 15, North, Range 3 East, lying on the West side
of White River, after taking out the contents of the
following survey and bounds, to-wit:-

Warranty Deed.

Commencing at the North West Corner of Section 11, and running South along the line of said Section, until it strikes the bayou; thence up along the bayou to the River; thence up the River to the East and West line of said Section; thence West along said line to the place of beginning, containing 36-3/4 acres and 4 poles, also 3-1/4 acres lying as follows: Beginning at the half mile stake on the North and South line of Section 11, and running South 12 rods; thence East 46 rods, to the river; thence up the river 12 rods; thence West to the place of beginning.

For re-record of this deed, see Land Record 40, page 255.

"C", p. 321.
Oct. 5, 1831.
Recorded
Mch. 3, 1832.

Abraham A. Hall, and
Lydia Hall, his wife,

Warranty Deed.

to
Nicholas McCarty, his heirs and assigns.
Same undivided 1/2 as described at No. 5 above.

-6-

"C", p. 320.
Oct. 5, 1831.
Recorded
Mch. 3, 1832.

Daniel Yandes, and
Ann Yandes, his wife,

Warranty Deed.

to
Nicholas McCarty, his heirs and assigns.
The undivided half of same tracts as above described.

For re-record of the above deed, see Land Record 40, page 255.

-7-

Land Record
40, p. 255.
Oct. 5, 1831.
Recorded
Sept. 25, 1902.

Daniel Yandes, and
Ann Yandes, his wife,

Warranty Deed.

to
Nicholas McCarty, his heirs and assigns.
The equal undivided 1/2 of the South East 1/4 of Section 10, Township 15, North, Range 3 East, and also the undivided 1/2 of the residue of the Fractional Section 11, same Township and Range, which lies West of White River, after taking out the contents of the following survey and bounds to-wit: Commencing at the North West Corner of the Section and running South along the line of said Section until it strikes the bayou, thence up along the bayou to the River, thence up the River to the East and West lines of the Section, thence West along said line to the beginning, containing 36-3/4 acres and four poles and also 3-1/4 acres lying as follows: - Beginning at the 1/2 mile stake on the North and South line of said Section and running South 12 rods, thence East 46 rods to the River, thence up the same 12 rods, thence to the beginning.

-8-

-9-

Nicholas McCarty died intestate May 17, 1854.

Appearance Docket
3, page 150.

-10-

The Estate of Nicholas McCarty settled in the Probate Court of Marion County.

Margaret McCarty appointed and qualified as Administratrix June 3, 1854.

Final Report filed, approved and estate closed, January 7, 1860, see full proceedings in Complete Record 11, page 66, of the Court of Common Pleas of Marion County.

Final Report shows that he left surviving him as his sole and only heirs at law, his widow, Margaret McCarty, and four children to-wit: Nicholas McCarty, Margaret R. McCarty, Susannah McCarty and Frances J. McCarty, see Common Pleas Court Complete Record 11, page 120.

-11-

Margaret McCarty died intestate February 18, 1873.

-12-

The Estate of Margaret McCarty settled in the Marion Circuit Court, see Order Book 69, page 542.

Nicholas McCarty appointed and qualified as Administrator March 14, 1874, see Order Book 34, page 551.

Final Report filed, approved and estate closed.

Final Report shows that she left surviving as her sole and only heirs at law, Nicholas McCarty, Susanna McCarty Day, Margaret R. McCarty Harrison, and Frances J. McCarty, see Order Book 68, page 483.

Marriage Record
6, page 659.
Dec. 9, 1857.

Susanna McCarty,
with
Henry Day.

Marriage.

-13-

Marriage Record
10, page 36.
Oct. 2, 1867.

Margaret R. McCarty,
with
John C. S. Harrison.

Marriage.

-14-

-15-

Susanna McCarty Day died testate August 30, 1873.

Will Record
"E", p. 123.
Aug. 21, 1873.
Probated
Sept. 19, 1873.

-16-

LAST WILL AND TESTAMENT OF SUSANNA MCCARTY DAY, DECEASED.

I, Susanna McCarty Day, daughter of Nicholas McCarty and Margaret McCarty, both deceased, sister of Margaret R. McCarty Harrison, Nicholas McCarty, and Frances J. McCarty, wife of Rev. Henry Day, and mother of Henry McCarty Day and Margaret McCarty Day, of the City of Indianapolis, County of Marion, Indiana, do make this my last will and testament intending hereby to dispose of all the property of which I shall die seized or possessed.

I give and bequeath to my brother Nicholas McCarty, all my personal property (except that in the dwelling house occupied by me, which I give and bequeath to my husband Rev. Henry Day) and the crops growing upon my lands at the time of my death, but on condition that he within 60 days of the probate of this my will does not pay to my Executor the sum of \$5000.00 and execute his two promissory notes payable to my Executor with interest without relief from valuation or appraisement laws, each in the sum of \$7500.00 one on or before one year after date, and one on or before two years after date, then said devise to him shall fail and then and thereupon I give and bequeath said personal property and growing crops and the proceeds of any thereof disposed of by said Nicholas in the meantime, the one-third thereof to my said husband Rev. Henry Day, one third thereof to my son Henry McCarty Day, and one third to my daughter Margaret McCarty Day.

I give and bequeath to my said brother Nicholas McCarty the undivided $\frac{1}{4}$ of the real estate situate in the County of Marion and State of Indiana, described as follows, to-wit:-

The North $\frac{1}{2}$ of the North West $\frac{1}{4}$ of Section 22, Township 15 North, Range 3 East, but on condition that -- does not within 60 days after the Probate of this my will pay to my Executor the sum of \$2500.00 and execute his three promissory notes payable to my Executor each in the sum of \$2500.00 with interest without relief from valuation or appraisement laws, one, one year, one two years and one three years after date, this bequest shall fail and then and thereupon I give said described real estate, the one third to my said husband, Rev. Henry Day, one third to my son Henry McCarty Day, and one third to my daughter Margaret McCarty Day.

I give and bequeath the monies which may be paid and the notes which may be executed by my said brother Nicholas McCarty, in compliance with the conditions attached to the bequests or either of them hereinbefore set out, and I give and bequeath all the residue of my real property of whatever description and wherever situated, the one third of said monies, notes and real property to my said husband, Rev. Henry Day, the one third to my son Henry McCarty Day, and the one third to my daughter Margaret McCarty Day.

I hereby appoint my said husband Rev. Henry Day, Executor of this my last will and testament, and direct that no Bond be required of him for the discharge of his duties.

I also appoint him the Guardian of our said children Henry McCarty Day and Margaret McCarty Day, hereby revoking all wills and testaments and codicils heretofore made by me.

-17-

The Estate of Susanna McCarty Day settled in the Marion Circuit Court, October 17, 1874, see Order Book 35, page 80.

-18-

Henry Day was appointed and qualified as Guardian October 13, 1873, of Henry McCarty Day and Margaret McCarty Day, aged 14 years and 10 years, respectively, see Order Book 34, page 309, of the Marion Circuit Court; Henry McCarty Day became of age October 21, 1880, and said Guardianship was closed as to him, see Order Book 56, page 227. Guardianship discharged as to Margaret McCarty Day, September 11, 1885, see Order Book 72, page 264.

-19-

For location of River Avenue, as approved June 16, 1876, by the Board of Marion County Commissioners, see Road Record 1, pages 367, 390, and 405, also Road Record 2, pages 172 and 185 County Commissioners Court.

-20-

For location of Drover Street as dedicated by Nicholas McCarty and others September 20, 1884, see Land Record 15, page 586.

-21-

Margaret R. McCarty Harrison and John C. S. Harrison her husband, to Nicholas McCarty, December 13, 1886, Power of Attorney to convey, etc., Recorded January 21, 1887, in Misc. Record 8, page 533.

-22-

Henry McCarty Day, unmarried, to Nicholas McCarty May 5, 1887, Power of Attorney to sell and convey real estate owned by him in Marion County, Indiana, recorded May 6, 1887, in Misc. Record 9, page 47.

Plat Book
8, p. 119.
Aug. 1, 1885.
Recorded
Aug. 12, 1885.

-25-

Nicholas McCarty, unmarried, Margaret R. McCarty Harrison and John C. S. Harrison, her husband, Henry Day, widower, and Henry McCarty Day, unmarried, Frances J. McCarty, unmarried, and Margaret McCarty Day, unmarried, filed a Plat of McCarty's 5th West Side Addition to the City of Indianapolis.

We the the undersigned Nicholas McCarty, Margaret R. McCarty Harrison with John C. S. Harrison, her husband, Frances J. McCarty, unmarried, Henry Day, widower, Henry McCarty Day, unmarried, and Margaret McCarty Day, unmarried, of Marion County, State of Indiana, have laid off the real estate situate in the Town of West Indianapolis, in said Marion County, in the State of Indiana, described as follows, to-wit:-

Parts of the South East $\frac{1}{4}$ of Section 10, and the South West $\frac{1}{4}$ of Section 11, all in Township 15, North, Range 3 East, West of White River, described as follows, to-wit:-

Beginning at the intersection of the centre line of River Avenue and the center line of Morris Street on the South line of said Section 10 at a point 1525.55 feet West of the South East Corner of said Section 10, and running North $42\frac{1}{4}$ degrees East with said centre line of said River Avenue 2990.2 feet to the centre line of Drover Street, and into said Section 11, thence South with said center line of Drover Street 299 feet, thence South $42\frac{1}{4}$ degrees West parallel to said River Avenue 2560.6 feet to the South line of said Section 10, thence West with the South line of said Section 10, 272.6 feet to the point of beginning, containing 11.46 acres, 2.40 acres of which are in said Section 11 and 9.6 acres in said Section 10, into 56 lots numbered from 157 to 212, both inclusive, with streets and alleys.

The numbers and size of lots and width of streets and alleys are marked thereon, the distances hereon are marked in figures of feet and decimals of a foot. "AC" is the South line of said Section 10, and also the center line of Morris Street. "AB" is the center line of River Avenue. Said Morris Street and River Avenue having heretofore been laid out as public highways, by the County Commissioners of of said Marion County. "ED" is the center line of Drover Street. Said Drover Street having heretofore been dedicated by the said Nicholas McCarty and others by deed dated September 20, 1884, recorded in Land Record 15, page 586, in the office of the Recorder of said County of Marion, and this plat and Addition is made subject to the agreements terms and conditions of said deed of dedication of said Drover Street, to which reference is had. The portion of said real estate indicated on this plat as "K $\frac{518}{1000}$ Acres" has heretofore been sold and conveyed by the undersigned to Johnston Wallace, by deed dated July 9, 1885.

Said Subdivision is named McCarty's 5th West Side Addition to the City of Indianapolis. The undersigned reserve the right to grade and gravel the streets and alleys as they may deem best.

Witness our hands and seals this first day of August A. D. 1885.

Nicholas McCarty, Frances J. McCarty,
Henry Day, Margaret R. McCarty Harrison,
John C. S. Harrison, Henry McCarty Day,
Margaret McCarty Day.

Approved August 10, 1885, by Board of Trustees of
the Town of West Indianapolis.

Frances J. McCarty unmarried, Henry Day, widower
Margaret McCarty Day unmarried to Nicholas McCarty
May 12, 1887, Power of Attorney, to convey, etc. real
estate in McCarty's 6th and 7th West Side Addition
recorded May 12, 1887 in Misc. Record 9, page 60.

Plat Book
8, p. 185
May 6, 1887
Recorded
May 7, 1887.

Nicholas McCarty, unmarried, Frances J.
McCarty, unmarried, Henry Day, widower, Margaret
McCarty Day, unmarried, Margaret R. McCarty Harrison
and John C. S. Harrison, her husband, and Henry McCarty
Day, unmarried, by Nicholas McCarty, their attorney
in fact, filed a plat of McCarty's 6th West Side
Addition to the City of Indianapolis.

We, the undersigned Nicholas McCarty unmarried,
Frances J. McCarty, unmarried, Henry Day, widower,
Margaret McCarty Day, unmarried, Margaret R. McCarty
Harrison and John C. S. Harrison, her husband and
Henry McCarty Day, unmarried, by Nicholas McCarty, their
attorney in fact, have laid out into 6 lots numbering
respectively 177, 178, 179, 180, 213 and 214; one block
lettered "L" and one avenue named Woodburn Avenue.
The real estate in the town of West Indianapolis in
Marion County, State of Indiana, as shown on this
plat, which lots, block and avenue only constitute this
addition, (River Avenue, the 20 foot alley and Drover
Street having heretofore been laid off and dedicated
and the strip of ground lying North East of said lot 177,
and between said River Avenue and alley having been
included in McCarty's Fifth West Side Addition to
the city of Indianapolis). The said real estate being
a subdivision of part of the South West 1/4 Section
11, and part of the South East 1/4 Section 10. 15. 3.
Said subdivision is named McCarty's Sixth West Side
Addition to the city of Indianapolis. Numbers and
size of lots, width of alley and Woodlawn Avenue,
marked on the plat. Distances given in feet and
decimals. The line "A.B." is the South West line of
lot 176 in McCarty's 5th West Side Addition to the
city of Indianapolis, and the line "C.D." is the
North East line of lot 181 in said McCarty's 5th West
Side Addition to the plat of which addition reference is
hereby had. "E" is 782.3/10 feet South of the North
line of the South West 1/4 of said Section 11, at a
point 305 feet East of the North West corner of
said South West 1/4 of said Section 11. The line
"G.H." being the South line of said Woodburn Avenue is
parallel to and 1250 feet north of the South line of
said Sections 10 and 11, and said Woodburn Avenue, as
laid out and located in this plat is hereby dedicated to
public use as a highway, (except and with the reser-
vation to the undersigned of the right at any time
within 5 years from the date hereof, to grade and
gravel the same and to plant and maintain shade trees
thereon.)

191, p. 581
June 1, 1887
Recorded
June 1, 1887.

-26-

Nicholas McCarty, unmarried
and Margaret R. McCarty Harrison
and John C. S. Harrison, her
husband, Frances J. McCarty,
unmarried, Henry Day, unmarried,
Henry McCarty Day, unmarried,
and Margaret McCarty Day, unmarried,
by Nicholas McCarty, their attorney
in fact,

Warranty Deed

to

Nathaniel J. Wilson.

Lot 214 in McCarty's Sixth West Side Addition
to the City of Indianapolis, according to the plat
of said addition as recorded in the office of the
Recorder of said County of Marion in Plat Book 8
page 185.

274, p. 512
April 29, 1895
Recorded
May 3, 1895.

-27-

Nathaniel J. Wilson and
Margaret Wilson, his wife,
to

John A. Huston.

Lot 214 in McCarty's 6th West Side Addition
to the City of Indianapolis, Indiana.

Warranty Deed

279, p. 360
Oct. 11, 1895
Recorded
Oct. 23, 1895.

-28-

John A. Huston and
Ida M. Huston, his wife,
to

Joe M. Taylor and Rose
M. Taylor, husband and wife.

Lot 214 as above described.

Warranty Deed

285, p. 548
Feb. 24, 1896
Recorded
May 13, 1896.

-29-

Joe M. Taylor and
Rose Taylor, husband and wife,
to

William M. Smock and
Rebecca C. Smock, his wife.

Lot 214 in McCarty's 6th West Side Addition
to the City of Indianapolis, Indiana.

Warranty Deed

286, p. 13
May 11, 1896
Recorded
May 16, 1896.

-30-

William M. Smock and
Rebecca C. Smock, his wife,
to

Jacob C. Yuncker.

Lot 214 as above described.

Warranty Deed

Karlomus Kernel (under)
Josephine Forest
Louise
Charles Kernel
Emil

There are no further conveyances.

Encumbrances.

Mortgage Record
372, p. 91
Nov. 18, 1899
Recorded
Dec. 2, 1899

Jacob C. Yuncker, unmarried,

Mortgage

On Margin
THIS MORTGAGE IS FULLY PAID AND SATISFIED
by lapse of time—by virtue of Acts of
of State of Indiana 1917, page 388
Attest: **JOHN W. CASTOR, Recorder, Marion County**
By L.G. Thomas 18th day of June 1922

to Joseph Kernel
Lot 214 in McCarty's 6th West Side Addition to
the City of Indianapolis, according to plat recorded
in the Recorder's Office of Marion County, May 7th
1899 in Plat Book 8, page 185.

To secure the payment of one principal promissory
note for \$700.00 payable 3 years after date and 6 coupon
interest notes for \$21.00 payable in 6, 12, 18, 24,
30 and 36 months after date with 8% interest per
annum after maturity until paid and 5% attorney's fees.

This certifies that the mortgage executed by
Jacob C. Yuncker to Joseph Kernel on 18th day of
November A. D. 1899 calling for \$700.00 and duly
recorded in Mortgage Record 372 on page 91 of the
records of Marion County, State of Indiana, is hereby
assigned for value received to Emil Kernel. Witness
my hand and seal this 10th day of Nov. A. D. 1904.

November 2, 1904.

Emil Kernel appointed

and qualified as

Executor with the

Will annexed of

the Estate of

Joseph Kernel, deceased,

see Order Book 168, p. 157

Marion Title Guaranty Company
By J. W. Williams Manager

and testament of Joseph Kernel, deceased., Acknowledged
November 10, 1904 and recorded November 11, 1904.
(No approval of Court.)

On Margin: May 17th 1906. This mortgage is fully
paid and satisfied. (signed) Emil Kernel. Attest:
S. L. Shank R.M.Co., per J. H. Clarke, Deputy.

Est docket 29 p 6519
Dec-23-1905
Proofs filed Final Report
approved & attach closed
OB 176 p34
Oct 5 1906

736, p. 513

Oct. 15, 1918

Recorded

Oct. 16, 1918.

Jacob C. Yuncker, unmarried,

to

Hannah M. Delaney.

Lot 214 in McCarty's Sixth West Side Addition
to the City of Indianapolis, as per plat thereof
in Plat Book 8 page 185 in the Recorder's Office
of Marion County, Indiana.

To secure the payment of one promissory note
of even date herewith calling for \$700.00 and due
5 years after date and 10 interest coupon notes
each calling for the sum of \$21.00 and due 6, 12,
etc. to 60 months after date.

Assignment of above mortgage recorded May 29,
1922. Release Record 9, page 11.

This certifies that the mortgage executed by
J. C. Yuncker to Hannah M. Delaney on October 15,
1918, calling for \$700.00 and duly recorded in
Mortgage Record 736, page 513 of the records of
Marion County, State of Indiana is hereby assigned
for value received to Miss Mary A. Clark of

1054 Monroe Avenue, Memphis, Tennessee.

Witness my hand and seal this 9th day of
February A. D. 1922.

J. J. Wade, Executor of Estate,
of Hannah M. Delaney, deceased.
Acknowledged February 9, 1922 before B. G. O'Donnell
Notary Public, Shelby County, State of Tennessee.
(No Court approval.)

-34-

*since Pd
888*

Taxes for the year 1921.

1st installment paid,
2nd installment unpaid,
payable in November, 1922.

M. T. Title Guaranty Company
By *J. B. Wilson* Manager

-35-

Taxes for the year 1922,

now a lien, payable in
May and November, 1923.

See Subsequent
Continuation

Indianapolis, Ind., Sept. 16, 1922.

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, 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.

Marion Title Guaranty Company
By *J. B. Wilson* Manager

Continuation of Abstract of Title to Lot 214 in McCarty's Sixth West Side Addition to the City of Indianapolis, reference being made to the plat thereof as recorded in Plat Book 8, page 185 in the Office of the Recorder of Marion County, Indiana.

Prepared for Charles E. Holloway & Son, Inc., since date of September 16, 1922.

678, p. 379
Sept. 21, 1922
Recorded
Oct. 5, 1922.

Jacob C. Yuncker, unmarried
to
Owen T. Stivers.

Warranty Deed.

-1-

Lot 214 in McCarty's Sixth West Side Addition to the City of Indianapolis, as per plat thereof as recorded in Plat Book 8, page 185, in the office of the Recorder of Marion County, Indiana.

Subject to the taxes for the last half of the year of 1921, which are payable in November 1922; also subject to the taxes for the year of 1922, which are payable in the year of 1923.

-2-

There are no further conveyances.

Encumbrances.

834, p. 187 ✓
Oct. 4, 1922
Recorded
Oct. 5, 1922.

Owen T. Stivers and
Mary E. Stivers, his wife,
to

The Indiana Savings and Investment Company.

Lot numbered 214 in McCarty's Sixth West Side Addition to the City of Indianapolis, as per plat thereof in plat book 8, page 185 of the Recorder's Office of Marion County, Indiana, together with the rents and profits thereof.

To secure the payment of a loan of \$1100.00 with certain interest, dues, etc.

SATISFIED OF RECORD
L. M. BROWN ABSTRACT CO.
BY *[Signature]*
PRES.

*Released on
to Morgan*

-4-

Taxes for the year 1921, paid in full.

PAID IN FULL
L. M. BROWN ABSTRACT CO.
L. M. Brown

-5-

Taxes for the year 1922, now a lien, payable in
May and November, 1923.

See Subsequent Continuation

Indianapolis, Ind., December 11, 1922.

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, 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.

Marion Title Guaranty Company
J. Williams Manager

Continuation of Abstract of Title to Lot 214 in McCarty's Sixth West Side Addition to the City of Indianapolis, reference being made to the plat thereof as recorded in Plat Book 8, page 185 in the Office of the Recorder of Marion County, Indiana.

Prepared for J.S.Cruse Realty Company, since date of December 11, 1922.

-1- There are no further conveyances.

Assessment.

279, p. 23
Approved
Jany. 5, 1923

*Paid in full
5/100 paid
May 1925
all notes pd to and incl
May inst 1926. RE*

Owen T. Silvers
to
Pavement, etc. on River Avenue
Lot 214 as above described, assessed \$293.19,
payable 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
and November of each year.
1st installment due May 1923, not paid.

May 1923
3 1/10 Paid Installments
UNION TITLE COMPANY
INCORPORATED
Assessment
to and including
L. M. BROWN ABSTRACT CO.
By *[Signature]*

-2- Taxes for the year 1922, 1st installment paid, 2nd installment unpaid, payable in November 1923.

-3- Taxes for the year 1923, now due, payable in May and November, 1924.

Indianapolis, Ind., May 12, 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.

An Addenda to an Abstract of Title to Lot 214 in McCarty's 6th West Side Addition to the City of Indianapolis.

Joseph Kernel departed this life October 28, 1904, see Will Record "T", page 72, by Item 5 of his Will Emil Kernel was appointed Executor.

We find no order authorizing Emil Kernel, Executor, etc., to execute the assignment shown at No. 32.

Indianapolis, Ind.,
May 24, 1923.
M.T.

Respectfully,

Marion Title Guaranty Company
By *J. B. Watkins* Manager

69'99

- Continuation of abstract of title to lot 214 in McCarty's 6th West Side Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 8 page 185 in the office of the recorder of Marion County, Indiana. Since May 12, 1923.

Prepared for Walker & Hollett.

699 p. 100
 May 22, 1923
 Recorded
 July 10, 1923

Owen T. Stivers and
 Mary E. Stivers, his wife
 to
 Nellie M. Smith

Warranty Deed

2.

Lot 214 in McCarty's Sixth West Side Addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 8 page 185 in the office of the recorder of Marion County, Indiana.

Subject to the taxes for the year 1923 payable in the year 1924.

Also subject to the unpaid balance of the Barrett Law for the improvement of the roadway of River Avenue.

Also subject to the unpaid balance of a mortgage due the Indiana Savings & Investment Company in the amount of \$1063.28 said mortgage being executed by the grantors herein.

3.

Examination for judgments made against Owen T. Stivers from May 12, 1923 to July 10, 1923 and Nellie M. Smith for the 10 years last past and against none other.

(No examination made for judgments vs Nellie M. Smith without a middle initial nor with any other middle initial other than "M".)

A
 #3553
 Order Book
 384 p. 493



ou
re

MARION SUPERIOR COURT
 Otho A. Smith
 vs
 Nellie May Smith
 Dec. 26, 1918

Costs.

4.

5.

Taxes for the year 1923 fully paid

6.

Taxes for the year 1924
 By *[Signature]* not paid.

PAID IN FULL
 M. BROWN ABSTRACT CO.
 By *[Signature]* not paid.

6999

8.

Indianapolis, Indiana. July 23, 1925.

From a search of the records in the Recorder's Office, tax sale records in the Auditor's Office, current tax duplicates and municipal assessment records in the Treasurer's Office, as certified by the City Comptroller; the Lis Pendens records of Complaints and Attachments, and the General 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 the tract described in the Caption.

No search made for judgments in the United States District Court at Indianapolis, for the District of Indiana.

No search made for pending resolutions for municipal improvements where the lien has not attached.

Union Title Company
Incorporated

By *Wm. H. Wood*
V. PRES. & GENERAL MANAGER

2 T.

- 1. A Continuation of an Abstract of Title to Lot two hundred fourteen (214) in McCarty's 6th West Side Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 8 page 185 in the office of the Recorder of Marion County, Indiana.

Prepared for Price Brothers, since date of July 23, 1925.

- 2. There are no further conveyances.

Resolution # 11614.

*Since Pd
L 00*

- 3. This realty will be assessed for the appropriation of lands for the construction of levees and flood walls and for the widening and dredging the channel of White River, proceedings for which are now pending before the Board of Public Works of the City of Indianapolis.

As shown on record this assessment now fully paid. BROWN ABSTRACT CO. MGR.

- 4. Taxes for the year 1925 1st installment paid, 2nd installment not paid.

As shown of record these taxes are now fully paid. BROWN ABSTRACT CO. MGR.

- 5. Taxes for the year 1926 payable in 1927.

- 6. Indianapolis, Indiana, October 6, 1926.
We find no further conveyances, nor unsatisfied encumbrances filed within the period embraced in this examination.
Searches made in the Recorder's office of Marion County, including the Federal Tax Lien Index in said office, the Lis Pendens records of complaints and attachments, and the general Judgment dockets of the Marion Circuit Court, of the Marion Superior Courts, of the Probate Court of Marion County and of the Civil Municipal Courts of Marion County as said records and dockets are now entered up; the Auditor's indexes of tax sales; the current tax duplicates and the duplicates of unpaid municipal assessments, as same now appear in the hands of the Treasurer of Marion County for collection.

P.R.

L. M. BROWN ABSTRACT CO,

J. B. Williams Mgr.

138112

1.

INDIANAPOLIS

Continuation of Abstract of Title to Lot numbered Two Hundred Fourteen (214) in McCarty's 6th West Side Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 8 page 185, in the office of the Recorder of Marion County, Indiana.

Prepared for Arsenal Building and Loan Association, since date of October 6, 1926.

TITLE

CONVEYANCES

Deed Record
Lands
83 page 487
Nov. 13, 1822
Recorded
Apr. 28, 1928

OF

The United States of America, Patent
to
Daniel Yandes,
Ephraim D. Reed,
their heirs and assigns forever.
The fractional Section 11 (West of White River)
in Township 15, of Range 3, in the District of
Brookville and State of Indiana, containing 95.14
acres.

2.

ABSTRACTS

Deed Record
Town Lots
776 page 10
Oct. 12, 1926
Recorded
Oct. 15, 1926

Nellie M. Smith, Warranty Deed
unmarried,
to
Ida E. Burks.
Lot 214 in McCarty's Sixth West Side Addition to
the City of Indianapolis, the plat of which is
recorded in Plat Book 8 page 185, in the office of the
Recorder of Marion County, Indiana.

3.

4.

WE FIND NO FURTHER CONVEYANCES

ENCUMBRANCES

L. M. Brown Abstract Co.,

1.

138112

Mtg. Record
973 page 245
Oct. 14, 1926
Recorded
Oct. 15, 1926

INDIANAPOLIS

MORTGAGES

Ida E. Burks,
unmarried,
to

Mortgage

The Arsenal Building
and Loan Association.

5.

Lot 214 in McCarty's Sixth West Side Addition
to the City of Indianapolis, as shown by the plat
thereof, recorded in Plat Book 8 page 185, in the
office of the Recorder of Marion County, Indiana.

Int

TITLE

To secure the payment of one promissory note of
\$2,100.00 of even date, and payable on or before 12
years after date, with 7% interest, together with
certain dues, assessments, etc.

OF

MECHANICS' LIENS

6.

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

ABSTRACTS

JUDGMENTS

7.

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

L. M. Brown Abstract Co.,

Ida E. Burks for the 10 years last past.

None found unsatisfied.

OLD AGE PENSIONS

8.

Search has been made as to recipients under the
Public Welfare Act established March 18, 1936, as
shown by the Recorder's Abstract of Old Age Assistance
Certificates, as to all the names in the judgment
search above certified to have been searched since
March 18, 1936, but only for the period certified to
in said judgment search, and we find none.

138112

INDIANAPOLIS

ASSESSMENTS

9.

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

TITLE

OF

TAXES

10.

Taxes for the year 1937, paid in full.

ABSTRACTS

11.

Taxes for the year 1938, assessed in the name of Ida E. Burks, were due and payable the first Monday in May and the first Monday in November of the year 1939.

General Tax Duplicate No. 71691
Indianapolis, Center Township.

May installment \$18.61 paid.
Nov. installment \$18.62 paid.

L. M. Brown Abstract Co.,

12.

Taxes for the year 1939 became a lien March 1st and are due and payable in May and November of the year 1940.

PAID IN FULL
ATTORNEY AT LAW
L. M. BROWN
PRESIDENT

138112

ZONING

13.

INDIANAPOLIS

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

TITLE

Provides for the establishing of a Zoning Plan for the City of Indianapolis to regulate and restrict the height, area, bulk and use of all buildings, to regulate and determine the area of yards, courts and other open spaces, to specify and regulate the location of industries, commercial enterprises and the location and character of buildings designed for special uses, to establish building lines, and for all such purposes to divide the City into the following districts:

OF

ABSTRACTS

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

And into four Classes of Height Districts, H-1, 50 foot Height limit; H-2, 80 foot height limit; H-3, 108 foot height limit; and H-4, 180 foot height limit; and

Six Classes of Area Districts, Class A-1, 7500 square feet per family; Class A-2, 4800 square feet per family; Class A-3, 2400 square feet per family; Class A-4, 1200 square feet per family; Class A-5, 600 square feet per family; Class A-6, unlimited.

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

The real estate herein abstracted appears in Use District, Class **U-1** ; Height District, Class **H-1** ; and Area District, Class **A-3** ; all as shown by said Ordinance and on the Zoning Map of the City, and is subject to the restrictions and uses therein provided for real estate in each of said respective districts.

L. M. Brown Abstract Co.,

14.

CERTIFICATE

The undersigned, L. M. BROWN ABSTRACT COMPANY, a corporation, hereby certifies that the foregoing, within the limits of the period of search herein specified, is an ABSTRACT OF THE TITLE to and unsatisfied encumbrances upon, the real estate described in the caption hereof, and that all instruments abstracted herein appear regular in form, execution and acknowledgment unless otherwise indicated.

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

I. IN THE OFFICE OF THE RECORDER OF MARION COUNTY, search made for deeds, affidavits, miscellaneous instruments affecting the title, unsatisfied mortgages, mechanics liens, Federal Tax Liens, and recipients under the Public Welfare Act established March 18, 1936, as shown by the Recorder's Abstract of Old Age Assistance Certificates, all as now entered up and indexed.

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

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

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

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

The period of search covered by this certificate is
from **October 6, 1936** to and including
February 13, 1940 and covers Paragraphs No. 1 to **14**

both inclusive, and Sheets No. 1

to **5** both inclusive.

L. M. BROWN ABSTRACT COMPANY

By *James A. Lee*
Vice-President & Mgr.



ESTABLISHED 1868

L. M. Brown Abstract Co.

150 1/2 EAST MARKET STREET

PHONE LINCOLN 8818

ABSTRACTS OF TITLE — TITLE INSURANCE

CAPITAL \$150,000.00

INDIANAPOLIS, IND.

138112

OFFICERS

RUSSELL A. FURR
PRES. & MANAGER

VOLNEY M. BROWN
VICE-PRESIDENT

FRED G. APPEL
VICE-PRESIDENT

CORNELIUS O. ALIG
TREASURER

EDSON T. WOOD, JR.
SECRETARY

KARL MOHR
ASST MGR.

DIRECTORS

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

UNITED STATES DISTRICT COURT

SEARCH FOR BANKRUPTCIES AND INTERNAL REVENUE TAX LIENS

At the Request of

Arsenal Building and Loan Association

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

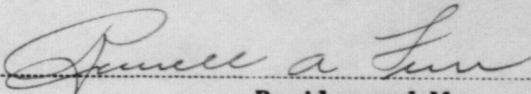
The undersigned, L. M. BROWN ABSTRACT CO., of Indianapolis, hereby certifies that there are no Bankruptcies, either voluntary or involuntary, nor any notice of Liens for unpaid Internal Revenue or Income Taxes of record, in any one of the above named seven divisions of the United States District Courts for ten years last past, except such as may hereafter be set out against any one of the following named parties, under the spelling of the name as herein written, and not otherwise.

Search is made and limited as to the parties named below, solely under the name or names as herein written.

This certificate covers the Indianapolis Division down to and including **Feb. 13, 1940**
and all other Divisions of the State of Indiana down to and including **Feb. 8, 1940**

Ida E. Burks

L. M. BROWN ABSTRACT CO.

By 
President and Mgr.

299411

CAPTION

-1-

Continuation of Abstract of Title to Lot 214 in
McCarty's 6th. West Side Addition to the City of
Indianapolis, as per plat thereof, recorded in Plat
Book 8, Page 185, in the Office of the Recorder
of Marion County, Indiana.
Since February 13, 1940.

Prepared for: A. K. Carnine Realty

Mortgage Record
1221 page 304
Inst. #7657
Feb. 27, 1940
Recorded
Feb. 27, 1940

Ida E. Burks,
unmarried
to

Mortgage

Arsenal Building and
Loan Association

Lot numbered 4 in Rodenbeck Heirs Subdivision of Lot
14 in Vajen's North Addition to the City of Indianapolis,
the plat of which is recorded in Plat Book 12 page 45,
in the office of the Recorder of Marion County, Indiana.

Also: Lot numbered 214 in McCarty's 6th West
Side Addition to the City of Indianapolis, the plat of
which is recorded in Plat Book 8 page 185, in the
office of the Recorder of Marion County, Indiana.

To secure the payment of a certain promissory note
of even date herewith payable on or before 12 years
from date in the principal sum of \$3400.00 with interest
at the rate of 7% per annum until paid, together with
certain dues, fines, etc. with attorney's fees.

Das <

-2-

-1- GT

299411

Judgment Search

-3-

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:

Ida E. Burks

from February 13, 1940
to date and against
none other

-4-

Taxes for the year 1945 on the real estate for which this abstract is prepared are assessed in the name of Ida E. Burks and are due and payable on or before the first Mondays in May and November of 1946.

General Tax Duplicate No. 308691, A-B, Indianapolis Center Township, Parcel No. 9824.

May Installment \$14.19 paid.

November Installment \$14.19 paid.

-5-

Taxes for the year 1946 now a Lien.

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

299411

GUARANTEED CERTIFICATE

-6-

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 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 6 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 3 both inclusive.
Dated at Indianapolis, Indiana, October 2, 1946, 8 A.M.

UNION TITLE COMPANY

By *Albert M. Briston*
President

-3- GT

UNION TITLE COMPANY

ABSTRACTS OF TITLE • TITLE INSURANCE • ESCROWS

155 East Market St.

UNION TITLE BUILDING

Market 2361-5

INDIANAPOLIS, INDIANA

Capital Stock \$1,000,000.00



299411

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: A. K. Carnine Realty

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 2, 1946, 8 A.M.

The Indianapolis Division of the Southern District down to and including

October 2, 1946, 8 A.M.

Ida E. Burks

UNION TITLE CO.
BY *Robert M. Spitzer*
PRESIDENT

347730

CAPTION

-1-

Continuation of Abstract of Title to Lot 214 in
McCarty's 6th. West Side Addition to the City
of Indianapolis, as per plat thereof, recorded
in Plat Book 8, Page 185, in the Office of the
Recorder of Marion County, Indiana.
Since October 2, 1946, 8 A.M.

Prepared for: Railroadmen's Federal Savings
and Loan Association

Old Age Assistance
Search

-2-

Examination has been made, as to the persons
named under the heading of Judgment Search, and
for the period so specified under said search,
for liens shown by notices of Old Age Assistance,
filed in the Office of the Recorder of Marion
County, as provided by the Acts concerning
Public Welfare, approved May 1, 1947.

We find none.

Judgment Search

-3-

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:

Ida E. Burks

from October 2, 1946
8 A.M. to date and
against none other.

-1-BLP

347730

-4-

Taxes for the year 1947 on the Real Estate for which this Abstract is prepared are assessed in the name of Ida E. Burks and are due and payable on or before the first Mondays in May and November of 1948.

General Tax Duplicate No. 309019, A.B., Indianapolis, Center Township, Parcel No. 9824.

May Installment \$33.45 Paid.

November Installment \$33.45 Unpaid.

-5-

Taxes for the year 1948 now a lien.

-2-BLP

347730

GUARANTEED CERTIFICATE

-6-

STATE OF INDIANA }
COUNTY OF MARION } ss:

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

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

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

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

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

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

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

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

This certificate covers entries Nos. 1 to 6 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 3 both inclusive.
Dated at Indianapolis, Indiana, November 3, 1948, 8 A.M.

UNION TITLE COMPANY

By Albert M. Bush
President

-3-

BLP

UNION TITLE COMPANY

ABSTRACTS OF TITLE + TITLE INSURANCE + ESCROWS

155 East Market Street

Union Title Building

Indianapolis 4, Indiana

Market 2361-5

Capital Stock \$1,000,000.00

347730

UNITED STATES DISTRICT COURTS OF INDIANA

SOUTHERN DISTRICT

Indianapolis Division
Terre Haute Division
Evansville Division
New Albany Division

NORTHERN DISTRICT

South Bend Division
Hammond Division
Fort Wayne Division

SEARCH FOR
PENDING BANKRUPTCIES
INTERNAL REVENUE TAX LIENS

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

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

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

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

November 3, 1948, 8 A.M. and

The Indianapolis Division of the Southern District down to and including

November 3, 1948, 8 A.M.

Ida E. Burks

UNION TITLE CO.

BY *Albert M. Bustin*
PRESIDENT

BLP