

WARRANTY DEED

Project 1-70-3(51)
Code 0574
Parcel 16

Chaffee

This Indenture Witnesseth, That **ROBERTO. ARTHUR and RAMONA M. (HUSBAND AND WIFE) ARTHUR**
of *Marion* County, in the State of *Indiana* Convey and Warrant to
the STATE OF INDIANA for and in consideration of

Seven thousand five hundred fifty dollars (7550^{00/100}) Dollars,
the receipt whereof is hereby acknowledged, the following described Real Estate in **MARION**
County in the State of Indiana, to wit:

LOT 65 IN BYBEE AND PRATT'S FIRST WEST SIDE ADDITION TO THE CITY OF INDIANAPOLIS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 200, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

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

DULY ENTERED FOR TAXATION

MAR 30 1966

John T. Sutton
COUNTY AUDITOR

RECEIVED FOR RECORD

1966 MAR 30 AM 9:25

MARCIA M. HAWTHORNE
RECORDER OF MARION COUNTY



8.80

Paid by Warrant No. *A-86227*

Dated *2-21-1966*

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 hand and seal, this *21ST* day of *DECEMBER* 19*65*

Edna Mae Capps ADJ. (Seal) *Robert O. Arthur adult husband* (Seal)

EDNA MAE CAPPS W.D.&W. (Seal) *ROBERT O. ARTHUR* (Seal)

Ramona M. Arthur adult wife (Seal)

RAMONA M. ARTHUR (Seal)

(Seal)

(Seal)

(Seal)

(Seal)

[Handwritten signatures and initials]

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 21st
 day of December A. D. 1965; personally appeared the within named
Robert O. Arthur and Ramona M. Arthur (Husband and wife)
 Grantor 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 April 22-1969 Notary Public
Robert L. Kurtz
 ROBERT L. KURTZ

STATE OF INDIANA, Marion County, ss:
 Before me, the undersigned, a Notary Public in and for said County and State, this 21st
 day of December A. D. 1965; personally appeared the within named
Edna Mae Capps (Adult Widow) G.D.R. 15-66
 Grantor in the above conveyance, and acknowl-
 edged the same to be Her 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 April 22-1969 Notary Public
Robert L. Kurtz
 ROBERT L. KURTZ

66 15775

WARRANTY DEED

FROM

TO

STATE OF INDIANA

Received for record this day of, 19.....

at m, and

Recorded in Book No.

DULY ENTERED FOR TAXATION

MAR 30 1966

Recorder County

Duly certified County Auditor

day of, 19.....

Auditor's fee \$

Auditor County

ENVELOPE

(5)

Division of Land Acquisition
 Indiana State Highway Commission

To Prop. Man (trans) 1-25-66

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE
INDIANAPOLIS, INDIANA

3-8-66

19

Arsenal Savings & Loan Assoc
To Edna Mae Capps & Robert O. & Ramona M. Arthur
 Rural Route 1, Box 150
 Camby, Indiana

GENTLEMEN:

We enclose State Warrant No. A 86227 2-21-66 19
 in settlement of the following vouchers:

DESCRIPTION	AMOUNT
Purchase	
For the purchase of Right of Way on State Road No. I-70 in Marion County I Project 70-3 Section (51) as per Grant dated December 21, 1965	
Parcel 16	\$ 755 00
Escrow	

PLEASE RECEIPT AND RETURN

Received Payment:

Lamma M. Arthur

Date

3-23-66

A.D. 197-

INDIANA STATE HIGHWAY COMMISSION
Division of Land Acquisition
ROOM 1105 • 100 NORTH SENATE AVENUE
INDIANAPOLIS, INDIANA



3-8-66 _____ 19_____

To Arsenal Savings & Loan Assoc
Enda Mae Capps, Robert O. & Ramona M. Arthur
Rural Route 1, Box 150
Camby, Indiana

GENTLEMEN: We enclose State Warrant No. A 86226 _____ 2-21-66 19_____
in settlement of the following vouchers:

DESCRIPTION	AMOUNT
Purchase	
For the purchase of Right of Way on State Road No. I-70 in Marion County I Project 70-3 Section (51) as per Grant dated December 21, 1965 Parcel 16	\$ 6,795 00

PLEASE RECEIPT AND RETURN

Received Payment: *Ramona M. Arthur*
Date: *3-23-66.*

APPRAISAL REVIEW FORM
 Division of Land Acquisition
 Indiana State Highway Commission

Project I-70-3(51)
 Parcel No. 16
 Road I-70
 County Marion
 Owner Robert Arthur
 Address Box 150 Camby Ind.
 Address of Appraised Property:
1217 W. RAY St.

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

- | | |
|--|----------------|
| 1. I have personally checked all comparables and concur in the determinations made. | <u>Yes</u> |
| 2. Planning and Detail Maps were supplied appraisers. | <u>Yes</u> |
| 3. The three approaches required (Income, Market Data, and Cost Replacement) were considered. | <u>Yes</u> |
| 4. Necessary photos are enclosed. | <u>Yes</u> |
| 5. The appraisal is fully documented and supported as required by the State Highway Commission and the requirements of P.P.M. 21-4.1 of the Federal Bureau of Roads. | <u>Yes</u> |
| 6. Plats drawn by the appraisers are attached. | <u>Yes</u> |
| 7. I have personally inspected the Plans. | <u>Yes</u> |
| 8. I have personally inspected the site and familiarized myself with the parcel on... | <u>12/3/65</u> |
| 9. The computations of this parcel have been checked and reviewed. | <u>Yes</u> |
| 10. The appraiser has complied with the Indiana State Highway Commission instructional outline and/or good appraisal practices. | <u>Yes</u> |

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

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

It is my opinion as of 12/3/65 :
 (Date)

Estimate of Appraisers:

	By: <u>J. Albertson</u>	By: <u> </u>	Approved By Reviewer
(a) The fair market value of the entire property before the taking is:	\$ 7550	\$	\$ 7550
(b) The fair market value of the property after the taking, assuming the completion of the improvement is:	\$ -0-	\$	\$ -0-
The Total Value of Taking Is: (a minus b) TOTAL	\$ 7550	\$	\$ 7550
(1) Land and/or improvements	\$ 7550	\$	\$ 7550
(2) Damages	\$ -0-	\$	\$ -0-
(3) Less non-compensable items	\$ -0-	\$	\$ -0-
(4) Estimated Total Compensation	\$ 7550	\$	\$ 7550

Approved	Date	Signed
Rev. Appr.	<u>12-3-65</u>	<u>Willie H. Hump</u>
Asst. or Chief Appr.	<u>12-3-65</u>	<u>J. E. Callaghan</u>

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

AFFIDAVIT

STATE OF INDIANA)
MARION COUNTY) ^{SS}

EDNA MAE CAPPS being duly sworn upon (~~his~~)
(her) oath says that (~~he~~) (she) is 36 years of age and knew in
(~~his~~) (her) lifetime GRANVILLE G. CAPPS, deceased,
and knows that said decedent died DEC. 13, 1961

Edna Mae Capps

Subscribed and sworn to before me this 5th day of JAN, 1966

Glenn L. Ross
Notary Public
GLENN L. ROSS

My Commission Expires MARCH 16, 1969

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

BUYERS REPORT # 1

PROJECT # I-70-3-51 PARCEL # 16 COUNTY marion

NAME & ADDRESS OF OWNER Robert W Arthur and Ramona M Arthur
P.O. # 1 Conley, Ind PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Edna Mae Capps
1217 West Ray St Ind PHONE # ME29-972

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

DATE ASSIGNED 1-3-66 DATE OF CONTACT 1-5-66

OFFER \$ none TIME OF CONTACT 2:30 PM

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

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

REMARKS: Called on Mrs Capps at her home. ask about her
marital status. Mrs Capps stated she was now a widow
as her husband Grenville G. Capps had died on Dec 13,
1961 and she has not since remarried. Mrs Capps signed
affidavit on death of Mr Capps.
Mrs Capps would like to have check mailed to her.

Signed Edna Mae Capps

Status of Parcel: () Secured, () Bought, awaiting mortgage release, () Condemned
() Other, awaiting what? 1-5-66 completed

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

G. L. Ross
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

BUYERS REPORT # 6

PROJECT # I70-3-(51) PARCEL # 16 COUNTY Marion

NAME & ADDRESS OF OWNER Robert and Ramona Arthur
#1 Bot 150 Canby Gref PHONE # 831-0588

NAME & ADDRESS OF PERSON CONTACTED Arsenal Savings and
Loan Assn PHONE # Gndpls

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

DATE ASSIGNED Dec 7-1965 DATE OF CONTACT Dec 22-1965

OFFER \$ 7550⁰⁰ TIME OF CONTACT 11:30 AM

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

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

REMARKS:

Treasurer of Arsenal Savings and Loan Assn signed claim vouchers for payment. Buyer attached Documentary stamps to parcel because in his opinion deed would be rejected and stamps would be mutilated

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

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

Robert L. Kurtz
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

BUYERS REPORT # 5

PROJECT # F 70-3-(51) PARCEL # 16 COUNTY Marion

NAME & ADDRESS OF OWNER Edna Mae Capps
1217 West Ray St. Indpls Ind PHONE # 831-0588

NAME & ADDRESS OF PERSON CONTACTED same
PHONE # ME 2 9972

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

DATE ASSIGNED Dec-7-1965 DATE OF CONTACT Dec 21-1965

OFFER \$ 7550.00 TIME OF CONTACT 6 PM

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

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

REMARKS:
send back tax receipt after
taking photographs.
Armed savings and loan has
my loan for 2741.23
Tax receipt in parcel

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

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

Robert L. King
(Signature)

REAL ESTATE CONDITIONAL SALES CONTRACT

THIS AGREEMENT made and entered into by and between Robert O. and Ramona M. Archer

hereinafter referred to as the seller, and

hereinafter referred to as the buyer, WITNESSETH:

That if the buyer shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed the seller hereby covenants and agrees to convey and assure to buyer, who hereby agrees to purchase, in fee simple, clear of any encumbrances whatsoever except as hereinafter expressed, by good and sufficient deed of general warranty the real estate situated in the County of Marion, State of Indiana, known as 1217 N. Ray St. Indianapolis 21, Indiana and more particularly described as follows, to-wit:

Byber and Pratts 1st West Side
Addition Lot No. 65

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

As purchase price for said described real estate, said buyer hereby covenants and agrees to pay to seller the sum of Eighty - Two Hundred Dollars Dollars (\$ 8500.00) without any relief from valuation or appraisal laws of the State of Indiana, with attorney's fees, in the following manner, to-wit:
The sum of One Thousand Dollars (\$ 1000.00)

cash in hand at the time of the execution and delivery of this contract, the receipt of which is hereby acknowledged, and the sum of Sixty - Two Hundred Dollars Dollars (\$ 6500.00) each and every month hereafter until the remainder of purchase price, principal and interest, has been paid in full. The first payment shall be made on or before the 10th day of MARCH, 1962 at Sellers Residence in the city of Indianapolis, Indiana, and like payments shall be made on or before the same day of each succeeding month.

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

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

It is further understood and agreed between the parties hereto as follows: That the buyer will assume and pay the taxes on said real estate beginning with the installment due and payable November 1962 and all installments subsequent thereto, and all assessments for municipal and other improvements completed after this date, also, any taxes assessed on this instrument, and will keep improvements on said real estate insured against loss from fire and tornado, said insurance to be carried in a responsible company to be approved by the seller in a sum not less than the balance due on this contract, all policies to be delivered to and retained by seller during the continuance of this contract, by paying each month to the seller a sum amounting to the monthly pro rata amount due on the insurance premiums. The buyer also agrees to pay to seller each month a sum amounting to one-twelfth of the annual taxes and any assessment payable by the buyer.

That possession of said real estate shall be given the buyer on 6th day of February 1962 and shall continue so long as the buyer shall punctually pay the installments of the purchase price above provided and shall comply with all the other terms and conditions of this agreement; but the title and ownership of said real estate shall remain in the seller or his assigns and no right, title or interest in said real estate, either legal or equitable shall pass by virtue of this agreement, until said purchase price shall have been fully paid and all the terms and conditions of this agreement fully complied with. The seller agrees to furnish an abstract of title showing a merchantable and insurable title in the grantor to date, provided abstract was not furnished by seller at the time of execution and delivery of this instrument, in such an event no further continuation shall be furnished by seller.

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

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

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

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

That if any taxes, assessment or insurance premium be not paid when due, or if any installment of the purchase price or interest thereon, shall become delinquent for a period of 30 days, or if the buyer shall fail to observe or perform any other conditions or terms of this agreement, the seller may at his option cancel this agreement, take immediate possession of said real estate and remove the buyer or any other person therefrom without any notice or demand whatsoever, the necessity therefor being hereby expressly waived; and in the event of such cancellation, all payments theretofore made by the buyer shall be retained by the seller not as a penalty, but as liquidated damages for the breach of this agreement and in such event all rights and demands of the buyer shall cease and terminate and the buyer shall have no further right, title, interest or claim of any kind or character in or to the real estate described herein, or the legal or equitable title thereto or any of the benefits provided under the terms of this agreement. Failure or delay of the seller to exercise any option hereunder at the time of any default shall not operate as a waiver of the right of the seller to exercise such option for the same or any subsequent default at any time thereafter.

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

Further payments

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 6th day of February, 1962

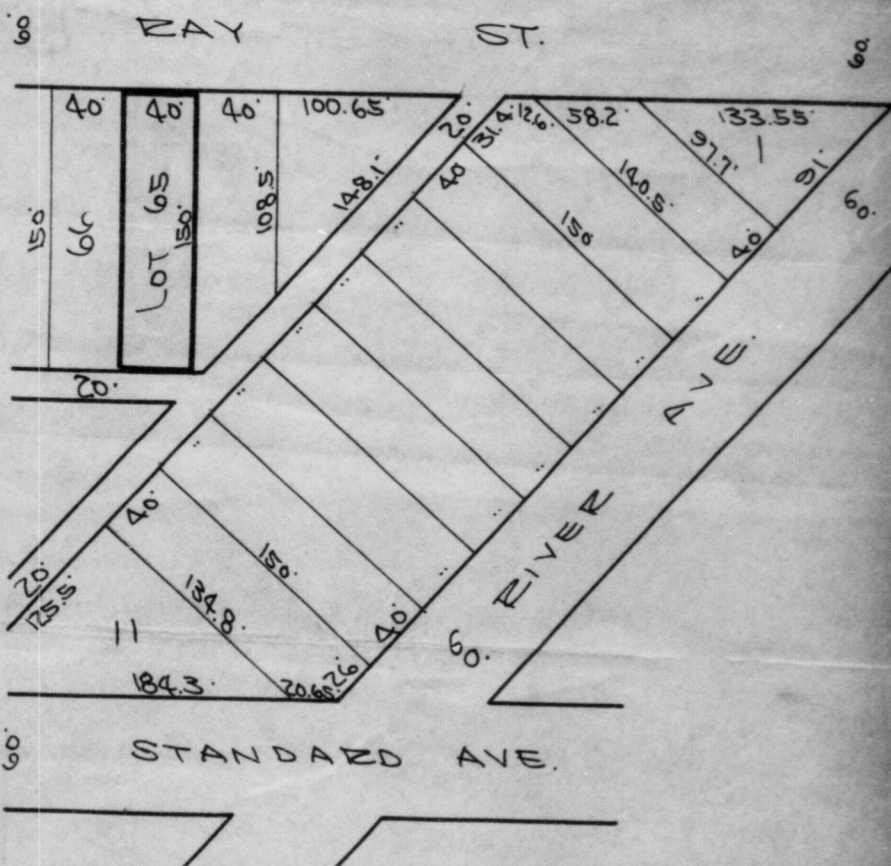
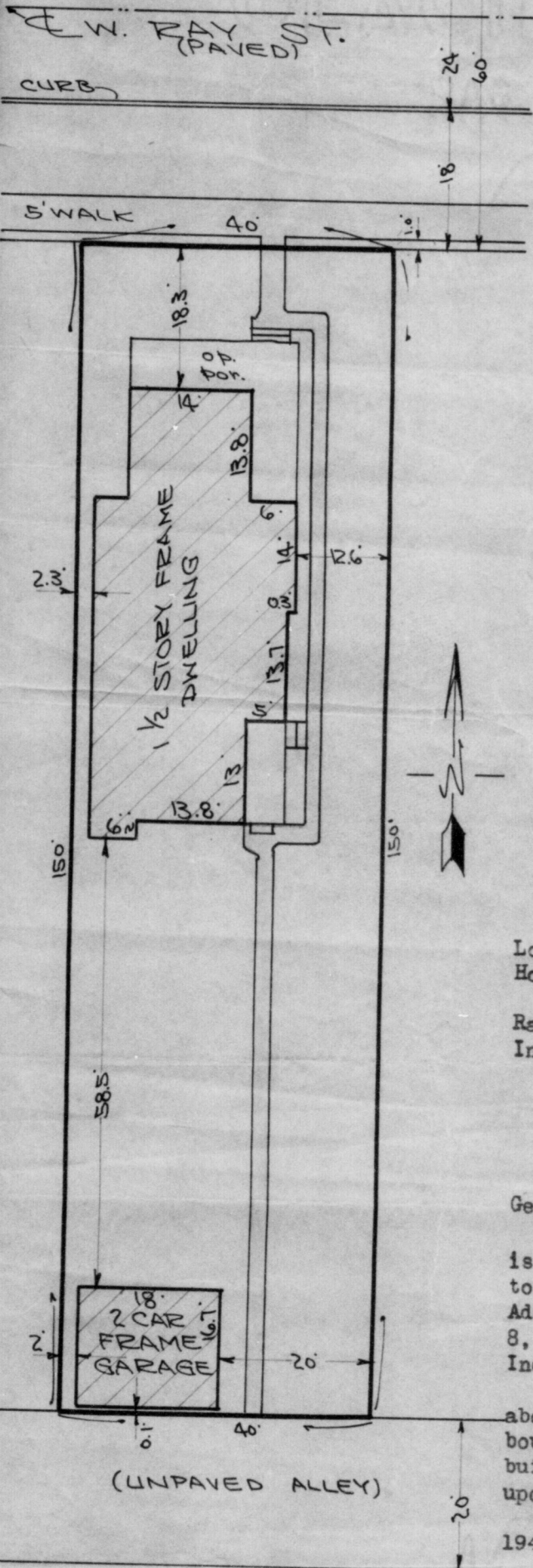
Robert O. Archer (Seal)
Ramona M. Archer (Seal)
(Seal)
(Seal)

Edna Mae Capps (Seal)
(Seal)
(Seal)

I - 70 - 3(51) Parcel #16

ARTHUR F. HAUFLE

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



Lot 65, in Bybee and Pratt's First West Side Addition.
 House # 1217 W. Ray Street.

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

Re: Noble Patton
 Loan # New loan
 Dept. Legal

Gentlemen:

I, the undersigned, hereby certify that the within plat is true and correct of the following described real estate to-wit:- Lot 65, in Bybee's and Pratt's First West Side Addition to the City of Indianapolis, recorded in plat book 8, page 200, in the office of the Recorder, Marion County, Indiana.

I further certify that the buildings situated on the above described real estate are located on and within the boundaries of said premises. I further certify that the buildings located on the adjoining property do not encroach upon said Lot 65.

The survey was made by me this 6th day of September, 1941.

A. F. Haufler.

By Arthur F. Haufler

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

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

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

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

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

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

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

No. 217741

ABSTRACT OF TITLE

TO

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Lot 65 in Bybee and Pratt's First West Side Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 8, page 200, in the office of the Recorder of Marion County, Indiana.

Prepared for J. Stephen Fullen

BY

UNION TITLE COMPANY

INCORPORATED

INDIANAPOLIS, INDIANA

CAPITAL STOCK, \$1,000,000.00

UNION TITLE BUILDING

159 E. MARKET STREET

LINCOLN 8361 - 8362 - 8363

ABSTRACTS OF TITLE

TITLE INSURANCE, ESCROWS

OFFICERS

WILLIS N. COVAL
PRESIDENT AND GENERAL MANAGER

FRED COONS
VICE-PRESIDENT AND TREASURER

A. M. BRISTOR
SECRETARY

DIRECTORS

REILY C. ADAMS
HOWARD C. BINKLEY
ARTHUR V. BROWN
FRED COONS
WILLIS H. COVAL
LINTON A. COX
JAMES S. CRUSE
FRED C. DICKSON
GEORGE B. ELLIOTT

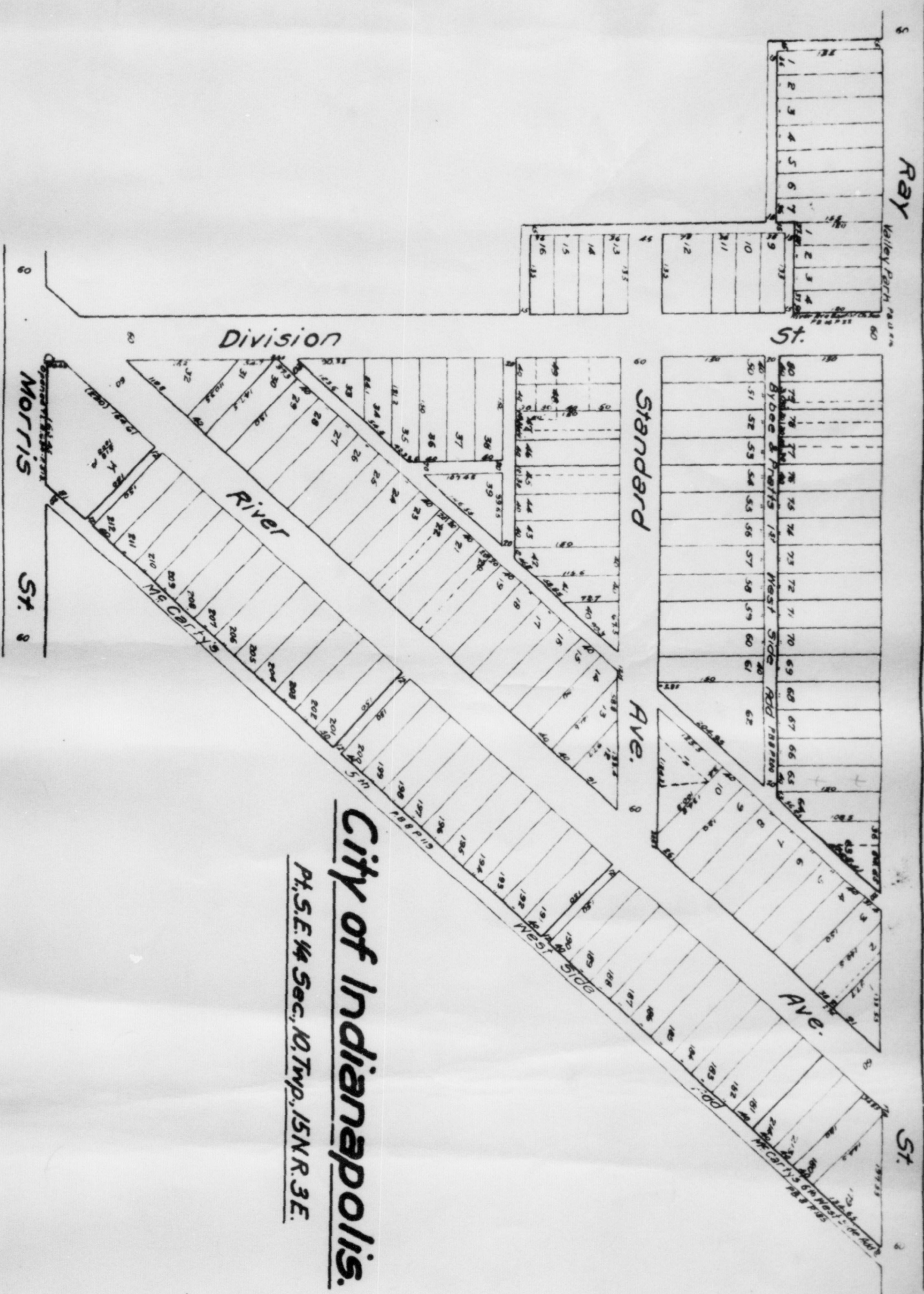
GEO. C. FORREY, JR.
GEORGE A. KUHN
DICK MILLER
J. EDWARD MORRIS
FRANK W. MORRISON
NORMAN PERRY
C. N. THOMPSON
JOHN R. WELCH
C. N. WILLIAMS

JOSH. ZIMMERMAN

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

(OVER)

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City of Indianapolis.

P1, S.E. 1/4 Sec. 10, Twp. 15 N. R. 3 E.

217741

Tract Book
July 21, 1821

The United States of America
to

Original Entry

Daniel Yandes

S.E. 1/4 Section 10, Township 15 N. Range
3 E. 160 acres.

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Land Record
66 page 401
Nov. 13, 1822
Recorded
Sept. 10, 1918

The United States of America
to

Patent

Daniel Yandes, his heirs
and assigns

The West half of the Southeast quarter of
Section 10, in Township 15 - of Range 3 - in the
District of Brookville and State of Indiana, con-
taining 80 acres according to the official plat
of the survey of said lands returned to the
General Land Office by the Surveyor General.

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Land Record
69 page 519
Nov. 13, 1822
Recorded
May 7, 1920

The United States of America
to

Patent

Daniel Yandes, his heirs
and assigns

The East half of the southeast quarter of
Section 10, in Township 15 - of Range 3 - in the
District of Brookville and State of Indiana, con-
taining 80 acres, according to the official plat
of the survey of the said lands returned to the
General Land office by the Surveyor General.

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Deed Record
E page 672
Nov. 6, 1835
Recorded
Nov. 7, 1835

Land Office at Indianapolis, Nov. 6, 1835.
It is hereby certified that Daniel Yandes
has entered at this office the southeast quarter
of Section 10, Township 15 N. Range 3 E.
Ar. St. Clair, Register

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Deed Record
C page 160
May 7, 1831
Recorded
May 7, 1831

Daniel (Dan'l)
Yandes and
Ann Yandes,
his wife

Warranty Deed

to
Abraham A. Hall,
his heirs and assigns

The undivided half of the southeast quarter of
Section 10, Township 15 N. of Range 3 E.

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Deed Record
C page 321
Oct. 5, 1831
Recorded
Mar. 3, 1832

Abraham A. Hall and
Lydia Hall,
his wife
to
Nicholas McCarty, his heirs
and assigns

Warranty Deed

The undivided half of the southeast quarter of
Section 10, West of White River, in Township 15
- of Range 3 -.

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Deed Record
C page 320
Oct. 5, 1831
Recorded
Mar. 3, 1832

Daniel (Signed Dan'l) Yandes
and Ann Yandes,
his wife
to
Nicholas McCarty, his
heirs and assigns

Warranty Deed

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The equal and undivided half of the southeast
quarter of Section 10, in Township 15 North of Range
3 East.

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

Daniel Yandes and
Ann Yandes, his wife
to
Nicholas McCarty, his
heirs and assigns

Warranty Deed

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The equal undivided half of the southeast
quarter of Section 10, in Township 15 North of
Range 3 East.

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Nicholas McCarty died intestate May 17, 1854.

IN THE COMMON PLEAS COURT OF MARION COUNTY

Complete Record
11 page 66

June 3, 1854. Margaret McCarty appointed and
qualified as Administratrix of the estate of Nicholas
McCarty, deceased.

-11-

Order Book 7, page 463.
January 7, 1860. Estate settled.
Order Book 9 page 83.

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It appears from reference to the proceedings in the settlement of the estate of Nicholas McCarty deceased. Complete Record 11 page 66, Common Pleas Court, that said decedent left surviving him Margaret McCarty, his widow, Nicholas McCarty, Margaret R. McCarty, Susanna McCarty and Frances J. McCarty, his children.

Misc. Record
17 page 11
Sept. 7, 1881
Recorded
Jan. 23, 1893

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STATE OF INDIANA, MARION COUNTY, SS:

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

(Signed) Henry Day

Subscribed and sworn to before me this 7th day of September 1881.

William Watson Woollen (--)
Notary Public.

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IN THE COMMON PLEAS COURT OF MARION COUNTY

Complete Record
4 page 159
filed
June 23, 1854

Margaret McCarty
-vs-
Susanna McCarty
Margaret R. McCarty
Nicholas McCarty and
Francis J. McCarty

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Your petitioner Margaret McCarty would respectfully represent that one Nicholas McCarty died leaving as his heirs at law him surviving your petitioner Margaret McCarty, his widow and children Susanna McCarty, Margaret R. McCarty, Nicholas McCarty and Francis J. McCarty, the said Nicholas and Frances J., being infants. That decedent died seized of the following real estate; Out Lot 120 in the City of Indianapolis (and other real estate not certified to hereth). That one third of said real estate be set off in severalty to your petitioner all defendants served by reading. Lucian Barbour appointed guardian ad litem for defendants Nicholas J. McCarty and Francis J. McCarty, infants. Partition ordered, and James Blake, Andrew Wilson and James Wood appointed commissioners to make same.

October 13, 1854. Report of Commissioners filed in open court. Commissioners set off and assigned to Margaret McCarty other real estate than certified to herein. Report approved and confirmed by the Court.

Marriage Record
6 page 659
Dec. 9, 1857

Susannah McCarty
to
Henry Day

Marriage

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Marriage Record
10 page 36
Oct. 2, 1867

Margaret R. McCarty
to
John C.S. Harrison

Marriage

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Margaret McCarty died intestate February 18, 1873.

IN THE MARION CIRCUIT COURT

Appearance Docket
8 page 283

March 14, 1874. Nicholas McCarty appointed and qualified as administrator of the estate of Margaret McCarty, deceased.

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Order Book 34 page 551.

July 7, 1899. Final report filed, showing that the sole and only heirs of said decedent are the following named persons to wit: her children, Nicholas McCarty, Margaret McCarty, Harrison, Frances J. McCarty and her grandchildren Henry McCarty Day and Margaret McCarty Day.

September 12, 1899. Final report approved and estate closed.

Order Book 140 page 121.

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Susanna McCarty Day died testate August 30, 1873.

Will Record
E page 123
Probated
Sept. 19, 1873

LAST WILL AND TESTAMENT OF SUSANNA MCCARTY DAY.

I, Susanna McCarty Day, daughter of Nicholas McCarty and Margaret McCarty, both deceased, sister of Margaret R. McCarty Harrison, Nicholas McCarty, and Francis 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 and State of Indiana, of sound mind and disposing memory though sick of body and do make this my last will and testament intending thereby to dispose of all the property of which I shall die seized or possessed and 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

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at the time of my death but on condition that he within 60 days after 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, 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 disposed of by said Nicholas in the meantime the one third thereof 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 to my said brother Nicholas McCarty the undivided one fourth of the real estate situate in the County of Marion and State of Indiana, described as follows, towit: The North half of the North west quarter of Section 22, in Township 15 North of Range 3 East, but on one condition, that - does not within 60 days after the probate of this my last will pay to my executor the sum of \$2500.00 and execute his 3 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 after date, 1 two years and 1 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 moneys which may be paid and the notes which may be executed by my said brother, Nicholas McCarty in compliance with the condition attached to the bequests or either of them hereinbefore set forth and I give and bequeath all the residue of my real property of whatever description and wherever situate the one third of said mortgage notes and real property to my said husband, Rev. Henry Day the one third thereof to my son Henry McCarty Day and the one third to my daughter Margaret McCarty Day.

I hereby appoint my 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, testaments and codicils heretofore made by me.

In Witness Whereof, I, the said Susanna McCarty Day have this 21st day of August A.D. 1873 set my hand and seal.

(Signed) Susanna McCarty Day.

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IN THE COMMON PLEAS COURT OF MARION COUNTY

Estate Docket
8 page 248

IN THE MATTER OF THE ESTATE OF SUSANNA McCARTY DAY.

October 15, 1873. Henry Day appointed and qualified as executor of the estate of Susanna McCarty Day, deceased.

Order Book 34 page 309.

October 19, 1874. Estate settled.

Order Book 35 page 80.

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IN THE MARION CIRCUIT COURT

Guardian's
Docket 3 page 30

IN THE MATTER OF THE GUARDIANSHIP OF HENRY McCARTY DAY, ET AL, MINORS.

June 16, 1874. Henry McCarty Day appointed Guardian of Henry McCarty Day aged 14 years October 19, 1873 and Margaret McCarty Day aged 10 years 1874.

Order Book 34 page 509

October 19, 1880. Said Henry McCarty Day arrived at full age, and guardian discharged as to said Henry McCarty Day February 22, 1881.

Order Book 56 page 227.

June 16, 1885. Margaret McCarty Day arrived at full age, final report guardianship settled and guardians discharged, September 11, 1885.

Order Book 72 page 284.

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Road Record
1 pages 367,390
and 405
Petition filed
Mar. 14, 1874

IN THE MATTER OF THE CHANGE OF ROAD IN CENTER TOWNSHIP. BOARD OF COUNTY COMMISSIONERS.

Petitioners ask to change the highway now located on the West side of White River, the center line of which commences in the center of the roadway of the Kentucky Avenue Bridge at the west end thereof and running thence southwestwardly about 3785 feet to a point in south line of Section 10,

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Township 15 North, Range 3 East, so that the said center line of said highway shall commence at the same point at the said Bridge and continue in a straight line 3544 feet in the same general directions to the same point on said south line of Section 10, Township 15 - Range 3 East, which said point is on a line at right angles to and 592 feet from the center line of the Indianapolis and Vincennes Railroad Company's track on the north side thereof leaving the curves in the highway as now located outside of the line of the proposed route to be vacated. And they ask that as much of the said highway now located as lies outside of the proposed route of the highway may be vacated by order of the Board. Said proposed highway to be called River Avenue and to be 60 feet wide.

Petition signed by Nicholas McCarty, Henry Day, John C.S. Harrison, Margaret R. McCarty Harrison, Francis J. McCarty, J. Henry Kappes, George Stratton et al. Copy of notices posted. Filed with said petition together with affidavit that said notices were posted and that 12 of said petitioners were free holders and that 6 lived in the immediate vicinity of said proposed road.

James H. Porter, Hiram Rhodes, and Carey S. Hoover appointed viewers.

Viewers filed report June 9, 1874, that they were of the opinion that the said change would be of public utility and they have laid off and marked the same 60 feet wide taking 30 feet on each side of line above described. Report accepted and it was ordered that said change as petitioned for be established 60 feet wide.

Road Record
2 pages 170 & 185
Petition filed
Mar. 21, 1876

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IN THE MATTER OF CHANGE OF ROAD IN CENTER TOWNSHIP
BOARD OF COUNTY COMMISSIONERS

Petitioners ask that the public highway west of White River named River Avenue be so changed as to make the east line of said Avenue 20 feet west of and parallel to the east line of said Avenue, as now located and to make the West line of said Avenue 20 feet west of and parallel to the West line of said Avenue as now located and to vacate a strip of ground 20 feet in width off the East sides of said Avenue as now located running the entire length of the same. The said Avenue to be 60 feet wide as it now is. Petition signed by Nicholas

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McCarty, J.C.S. Harrison, Henry Day, Margaret R. McCarty, Harrison et al. Copy of notices and proof of posting filed. H. Carpenter, A.H. Dawson, Samuel Johnson appointed viewers.

Viewers filed report June 15, 1876, that said Avenue should be changed as petitioned. Report accepted and the change and vacation as petitioned for granted.

Land Record
18 page 555
Sept. 25, 1886
Recorded
Dec. 29, 1886

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Nicholas McCarty unmarried Warranty deed
Margaret McCarty Harrison, and
John C.S., her husband
Frances J. McCarty, unmarried
Henry Day, unmarried,
Henry McCarty Day, unmarried
and Margaret McCarty Day,
unmarried

to
Bybee and Pratt, a firm composed
of Addison Bybee and
Julius F. Pratt

Part of the southeast quarter of Section 10, in Township 15 North of Range 3 East, described and bounded as follows, to-wit: Beginning in the center of the Railroad of the Belt Railroad and Stock yard Company at a point 30 feet north of the south line and 470.35 feet east of the west line of said quarter section and thence running northwardly in the center of said railroad 1171.35 feet; thence east parallel to the south line of said quarter section 1122 $\frac{2}{10}$ feet; thence southwardly parallel to the said railroad 682.65 feet to the north line of River Avenue; thence southwestwardly with said line of River Avenue 650.5 feet to the north line of Morris Street, thence West with the north line of Morris Street 567.9 feet to the place of beginning, except a strip 50 feet wide along the west side of the above described tract containing exclusive of said strip 25 acres.

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Misc. Record
8 page 533
Dec. 13, 1886
Recorded
Jan. 21, 1887

Margaret R. McCarty Harrison Power of Attorney
and John C.S. Harrison
her husband
to
Nicholas McCarty

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To convey by Warranty or quit claim deeds any real estate situate in Marion County and State of Indiana, which is owned by the said Margaret R. McCarty Harrison, formerly Margaret R. McCarty and daughter of Nicholas McCarty deceased, and to do all things necessary in the premises, the same as they could do for themselves.

Land Record
19 page 71
Feb. 7, 1887
Recorded
Mar. 2, 1887

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

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Bybee and Pratt, a firm composed of
Addison Bybee and Julius F. Pratt.

Part of the Southeast quarter of Section 10
Township 15 North Range 3 East, in Marion County,
State of Indiana, described as follows, to-wit:

Beginning in the center of the Railroad of the
Belt Railroad and Stock Yard Company in said
quarter Section at a point 117 35/100 feet
measured along the center line of said railroad
north of the north line of Morris Street and running
east parallel to the north line of Morris Street 1122-
2/10 feet thence southwardly parallel to the said
Railroad 688.65 feet to the northwest line of River
Avenue; thence northeastwardly with said northwest
line of said River Avenue 1015-8/10 feet thence west
parallel to the north line of Morris Street 1988.2
feet to the center of said railroad, thence south-
wardly with the center of said railroad 81.8 feet
to the place of beginning, containing 9.36 acres,
except a strip 50 feet wide along the west side of the
above described real estate.

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Town Lot Record
447 page 333
June 30, 1909
Recorded
July 6, 1909

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STATE OF INDIANA, MARION COUNTY, SS:

Nicholas McCarty after being duly sworn upon his oath says that he lived in the City of Indianapolis in the year 1873 and that on October 16th, of that year he was unmarried; affiant further says that he was well acquainted with Henry Day who was his brother-in-law and also well acquainted with Frances J. McCarty who was his sister and that neither of said last named persons were married on the 16th day of October, 1873, that is to say, Henry Day and said Frances J. McCarty were both unmarried at said last named date.

(Signed) Nicholas McCarty

Subscribed and sworn to before me this 30th day of June, 1909.

Elmer Wetzell (LS)

Notary Public

My commission expires March 17, 1912.

Plat Book
8 page 200
Sept. 1, 1887
Recorded
Sept. 2, 1887

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BYBEE AND PRATTS FIRST WEST SIDE ADDITION TO
INDIANAPOLIS

Indianapolis, Indiana

September 1st, 1887

Bybee and Pratts First West Side Addition to the City of Indianapolis, being a Subdivision of part of the southeast quarter of Section 10, Township 15 North, Range 3 East in the Town of West Indianapolis, Marion County, State of Indiana, described as follows:

Beginning on the north edge of Morris Street at a point 30 feet north of the south line and 1038.25 feet east of the West line of said quarter section and running N. 42-1/4 degrees east with River Avenue 90 feet; thence north 1 degree west 1154.5 feet to the south side of Woodburn Avenue at a point 1075.4 feet east to the West line of said quarter section, thence east with south side of Woodburn Avenue 1063 feet to River Avenue thence south 42-1/4 degrees W. with River Avenue 1666 feet to the place of beginning, containing 14-25/100 acres, more or less into 80 lots with streets and alleys with size and numbers of lots and width of streets and alleys marked on this plat.

Distances given in feet and decimals. All streets and alleys in this addition are hereby dedicated to public use.

(Signed) Addison Bybee

Julius F. Pratt

Acknowledged Addison Bybee and Julius F. Pratt
September 1, 1887.

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Misc. Record
9 page 43
Mar. 29, 1887
Recorded
May 3, 1887

Mary A. Pratt and
Julius F. Pratt
her husband
to
Fletcher Randolph

Power of Attorney

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Have made constituted and appointed Fletcher Randolph the true and lawful attorney of the said Mary A. Pratt for her and in her name to join with the said Julius F. Pratt her husband or with the said Julius F. Pratt and Addison Bybee in the sale and conveyance of any and all real estate belonging to said Mary A. Pratt, or in which she has any interest in her own right or as the wife of said Julius F. Pratt wherever the same may be situated giving and granting to said attorney full power and authority in the name place and stead of said Mary A. Pratt to sign, seal acknowledge and deliver any and all deeds and conveyances or other instruments of writing necessary or proper to be executed by her jointly with said Julius F. Pratt her husband or with the said Julius F. Pratt and Addison Bybee for the purpose of fully and effectually conveying to and vesting in the purchaser of any such real estate all title and interest which the said Mary A. Pratt may have therein.

Town Lot Record
208 page 451
Mar. 16, 1889
Recorded
Apr. 11, 1889

Addison Bybee and
Mary I. Bybee, his wife
Julius F. Pratt and
Mary A. Pratt, his wife
by Fletcher Randolph her
atty. in fact.

Warranty Deed

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to
Charles Allen and
Frank A. Bosler

Lots 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78 and 79 in Bybee and Pratts First West Side Addition to the City of Indianapolis, according to the plat of said addition as recorded in Plat Book 8 page 200 in the office of the Recorder of said County and State.

217741

Town Lot Record
210 page 345
June 8, 1889
Recorded
June 10, 1889

Charles Allen and
Ella Allen his wife
Frank A. Bosler and
Emma Bosler, his wife
to
Willard C. Morey

Warranty Deed

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Lot 69 in Bybee and Pratts First West Side addition to the City of Indianapolis, according to the plat of said Addition as recorded in Plat Book 8 page 200 in the office of the Recorder of said County and State.

(NOTE: On margin of above deed appears the following entry.

For deed correcting error in description see T.L.R. 235 page 190.)

Town Lot Record
235 page 190
Oct. 5, 1891
Recorded
Oct. 14, 1891

Ella Allen and
Charles Allen, her husband
to
Willard C. Morey

Warranty Deed

-33-

Lot 65 in Bybee and Pratts West side Addition to the City of Indianapolis as per plat book 8 page 200 on the 8th day of June 1889 said Ella Allen and others bargained and sold to said Willard C. Morey Lot 65 as above described but by mistake conveyed Lot 69 and this deed is given to correct said error. The deed erroneously conveying said Lot 69 is of record in Book 210 page 345 and the mortgage from said Morey to Allen et al which secured the deferred payments on said Lot 65 is of record in Book 181 page 335 all in the Recorder's office of Marion County, Indiana.

(NOTE: The mortgage above referred to was duly entered satisfied of record on October 14, 1891.)

217741

Town Lot Record
235 page 191
Oct. 12, 1891
Recorded
Oct. 14, 1891

Willard C. Morrey and
Anna E. Morrey, his wife
to
Frank A. Bosler.

Warranty Deed

Lot 65 in Bybee & Pratts 1st West Side Addition
to the City of Indianapolis according to the plat of
said Addition as recorded in Plat Book 8, page 200
in the office of the Recorder of said County and State.

-34-

Town Lot Record
235 page 284
Oct. 13, 1891
Recorded
Oct. 17, 1891

Frank A. Bosler and
Emma Bosler, his wife
to
Willie Magdalena Ellis

Warranty Deed

Lot 65 in Bybee & Pratts 1st 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 and State.

-35-

Town Lot Record
539 page 469
Feb. 20, 1915
Recorded
Feb. 23, 1915

Willie Magdalena Ellis
and Horace R. Ellis, her husband
to

Warranty Deed

Roscoe W. Eaton, unmarried
Trustee for the sole purpose of
immediately reconveying the herein
described real estate to the
Grantors herein as tenants by
entirety

Lot 65 in Bybee and Pratt's First West Side
Addition to the City of Indianapolis as per plat
thereof in Plat Book 8 at page 200 in the Re-
corders office of said Marion County.

-36-

217741

Town Lot Record
539 page 470
Feb. 20, 1915
Recorded
Feb. 23, 1915

-37-

Roscoe W. Eaton
unmarried Trustee
by virtue of the trust
created by the deed of
even date herewith, duly
executed by the grantees
herein to said trustee

Quit Claim Deed

to
Horace R. Ellis and
Willie Magdalena Ellis,
husband and wife

Lot 65 in Bybee and Pratt's First West Side
Addition to the City of Indianapolis, as per plat
thereof in Plat Book 8, at page 200 in the Re-
corder's office of said Marion County.

Be the execution of this deed, the trust herein
above referred to is fully terminated and closed.

-38-

Reference to the record of deaths in the Board of
Health of Indianapolis, Indiana, shows that Horace
R. Ellis died on or about August 24, 1940.

-39-

We find no record of letters of administration
having been issued in Marion County, Indiana,
upon the estate of Horace R. Ellis, deceased.

Old Age Assis-
tance Search

-40-

Examination has been made as to the persons named
under the heading of Judgment Search, and for the
period so specified under said search for liens
shown by notices of Old Age Assistance filed in the
office of the Recorder of Marion County, as provided
by the Acts concerning Public Welfare, approved March
18, 1936.

We find none.

VETERANS ADMINISTRATION
CERTIFICATE OF REASONABLE VALUE
LOAN GUARANTY SERVICE

1. CASE NO.

2. The Reasonable Value of the property herein identified is established as set forth herein. This certificate will remain effective as to any written contract of sale entered into by an eligible veteran within the validity period indicated below. The Reasonable Value is predicated upon completion of the necessary repairs itemized in item 10, or completion of proposed construction as provided in item 11, and upon such other conditions recited below as may be applicable.

3. ESTABLISHED REASONABLE VALUE OF PROPERTY \$ 7550.00	4. AMOUNT OF REASONABLE VALUE ALLOCATED TO LAND \$ 1200.00	5. EXPIRATION OF VALIDITY PERIOD February 2, 1956	6. REMAINING ECONOMIC LIFE OF PROPERTY IS ESTIMATED TO BE NOT LESS THAN 35 YEARS
---	---	--	---

7. PROPERTY ADDRESS (Number and street, city, county, and State)
1217 West Ray Street, Indianapolis, Marion County, Indiana.

8. LEGAL DESCRIPTION (Use reverse, if necessary)
Bybee and Pratt's First West Side Addition Lot 65

PLOT SIZE: 40x125

9A. CONSTRUCTION (Check one)
 (1). PROPOSED (2). EXISTING—NOT PREVIOUSLY OCCUPIED (3). EXISTING—PREVIOUSLY OCCUPIED (4). ALTERATIONS, IMPROVEMENTS, OR REPAIRS
(If checked, also check (1) or (2) in item 9C) (If checked, also check (1) or (2) in item 9C)

Estimated to be about 40 years old. Approximately 1184 square foot area. *del March*
1 1/2 story frame cottage; shingle roof; no basement; no heating system. — *June 1957*
1-car garage. 6 rooms (3 bedrooms) & bath. Water, sewer, gas, elec. connected.
Cement walks, curb, street. Storm windows & doors and screens. venetian blinds.
~~XXXXXXXXXXXX~~

9B. If (1) or (2) in item 9A is checked, list name of Inspector if compliance inspection is to be made by VA. NAME AND ADDRESS OF COMPLIANCE INSPECTOR

9C. THE REASONABLE VALUE ESTABLISHED HEREIN FOR THE RELATED PROPERTY IS (Check (1) or (2).)
 (1). BASED UPON OBSERVATION OF THE PROPERTY IN ITS "AS IS" CONDITION. (2). PREDICATED UPON COMPLETION OF THE NECESSARY REPAIRS REQUIRED IN ITEM 10.
[NOTE: The Veterans Administration does not assume any responsibility for the condition of the property. The correction of any defects now existing or that may develop will be the responsibility of the purchaser.]

9D. EQUIPMENT (Easily removable)

ITEM	VALUE	ITEM	VALUE
Oil Stove used included in RV	\$100.00		

10. NECESSARY REPAIRS (Use reverse, if necessary)
 VA COMPLIANCE INSPECTIONS REQUIRED (If checked, complete item 9B) LENDER WILL CERTIFY TO SATISFACTORY COMPLETION

11. Proposed construction shall be completed in accordance with the plans and specifications identified in items 9A and 9D above, relating to both on-site and off-site improvements upon which this valuation is based and shall otherwise conform fully to the VA Minimum Property Requirements. Satisfactory completion must be evidenced by either—
(A) VA final Compliance Inspection Report (VA Form 4-1839), or
(B) VA acceptance of FHA final Compliance Inspection Report (FHA Form 2051).

12. TITLE IS IN FEE SIMPLE, FREE OF ALL ENCROACHMENTS, EASEMENTS, SERVITUDES, RESERVATIONS, RESTRICTIONS, AND OTHER LIMITATIONS WITH THE EXCEPTION OF THE FOLLOWING:
Subject to cash payment and the maturity provisions of Section 36:4356 of VA Loan Guaranty Regulations and to the requirement in Section 36:4312 that the veteran pay loan closing costs in cash.

13A. The amount of any assessments consequent on any special improvements as to which a lien, or a right to a lien, shall exist against the property as of the date of loan closing shall, if not paid by the seller, be added to the "purchase price" of the property. Except as may be stated in 13B below, ad valorem taxes accruing prior to the date of loan closing shall, if not paid by the seller, also be so added. As so increased the "purchase price" may not exceed the reasonable value in item 3 hereof.

13B. SEE ITEM 13A ABOVE

14. THIS DWELLING CONFORMS WITH THE MINIMUM PROPERTY REQUIREMENTS PRESCRIBED BY THE ADMINISTRATOR OF VETERANS' AFFAIRS
 YES NO

15. BUILDER'S CERTIFICATION (Sec. 36.4312) <input type="checkbox"/> RECEIVED <input type="checkbox"/> NOT APPLICABLE	16. DATE 12/2/55	17. ADMINISTRATOR OF VETERANS' AFFAIRS, ET (Signature of Authorized Agent) <i>H L Bainaka</i>
---	---------------------	--

18. ADDRESS OF REGIONAL OFFICE
36 S. Penn. St., Indianapolis, Indiana Vet: Charles A. Brauhard *gub*

VETERANS ADMINISTRATION
CERTIFICATE OF REASONABLE VALUE
LOAN GUARANTY SERVICE

I. CASE NO.

2. The Reasonable Value of the property herein identified is established as set forth herein. This certificate will remain effective as to any written contract of sale entered into by an eligible veteran within the validity period indicated below. The Reasonable Value is predicated upon completion of the necessary repairs itemized in item 10, or completion of proposed construction as provided in item 11, and upon such other conditions recited below as may be applicable.

3. ESTABLISHED REASONABLE VALUE OF PROPERTY \$ 7500.00	4. AMOUNT OF REASONABLE VALUE ALLOCATED TO LAND \$ 1200.00	5. EXPIRATION OF VALIDITY PERIOD February 2, 1956	6. REMAINING ECONOMIC LIFE OF PROPERTY IS ESTIMATED TO BE NOT LESS THAN 35 YEARS
---	---	--	---

7. PROPERTY ADDRESS (Number and street, city, county, and State)
1217 West Ray Street, Indianapolis, Marion County, Indiana.

8. LEGAL DESCRIPTION (Use reverse, if necessary)
Bybee and Pratts's First West Side Addition Lot 65

PLOT SIZE: 40x125

9A. CONSTRUCTION (Check one)
 (1). PROPOSED (2). EXISTING—NOT PREVIOUSLY OCCUPIED (If checked, also check (1) or (2) in Item 9C) (3). EXISTING—PREVIOUSLY OCCUPIED (If checked, also check (1) or (2) in Item 9C) (4). ALTERATIONS, IMPROVEMENTS, OR REPAIRS

Estimated to be about 40 years old. Approximately 1184 square foot area.
1 1/2 story frame cottage; shingle roof; no basement; no heating system.
1-car garage. 6 rooms (3 bedrooms) & bath. Water, sewer, gas, elec. connected.
Cement walks, curb, street. Storm windows & doors and screens. venetian blinds.
~~miscellaneous~~

9B. If (1) or (2) in item 9A is checked, list name of inspector if compliance inspection is to be made by VA. NAME AND ADDRESS OF COMPLIANCE INSPECTOR

9C. THE REASONABLE VALUE ESTABLISHED HEREIN FOR THE RELATED PROPERTY IS (Check (1) or (2).)
 (1). BASED UPON OBSERVATION OF THE PROPERTY IN ITS "AS IS" CONDITION. (2). PREDICATED UPON COMPLETION OF THE NECESSARY REPAIRS REQUIRED IN ITEM 10.
[NOTE: The Veterans Administration does not assume any responsibility for the condition of the property. The correction of any defects now existing or that may develop will be the responsibility of the purchaser.]

9D. EQUIPMENT (Easily removable)

ITEM	VALUE	ITEM	VALUE
Oil Stove used included in RV	\$100.00		

10. NECESSARY REPAIRS (Use reverse, if necessary)
 VA COMPLIANCE INSPECTIONS REQUIRED (If checked, complete Item 9B) LENDER WILL CERTIFY TO SATISFACTORY COMPLETION

11. Proposed construction shall be completed in accordance with the plans and specifications identified in items 9A and 9D above, relating to both on-site and off-site improvements upon which this valuation is based and shall otherwise conform fully to the VA Minimum Property Requirements. Satisfactory completion must be evidenced by either—
(A) VA final Compliance Inspection Report (VA Form 4-1839), or
(B) VA acceptance of FHA final Compliance Inspection Report (FHA Form 2051).

12. TITLE IS IN FEE SIMPLE, FREE OF ALL ENCROACHMENTS, EASEMENTS, SERVITUDES, RESERVATIONS, RESTRICTIONS, AND OTHER LIMITATIONS WITH THE EXCEPTION OF THE FOLLOWING:
Subject to cash payment and the maturity provisions of Section 36.4356 of VA Loan Guaranty Regulations and to the requirement in Section 36.4312 that the veteran pay loan closing costs in cash.

13A. The amount of any assessments consequent on any special improvements as to which a lien, or a right to a lien, shall exist against the property as of the date of loan closing shall, if not paid by the seller, be added to the "purchase price" of the property. Except as may be stated in 13B below, ad valorem taxes accruing prior to the date of loan closing shall, if not paid by the seller, also be so added. As so increased the "purchase price" may not exceed the reasonable value in item 3 hereof.

13B. SEE ITEM 13A ABOVE

14. THIS DWELLING CONFORMS WITH THE MINIMUM PROPERTY REQUIREMENTS PRESCRIBED BY THE ADMINISTRATOR OF VETERANS' AFFAIRS

YES NO

15. BUILDER'S CERTIFICATION (Sec. 36.4312)
 RECEIVED NOT APPLICABLE

16. DATE
12/2/55

17. ADMINISTRATOR OF VETERANS' AFFAIRS, BY (Signature of Authorized Agent)
H L Bainaka

18. ADDRESS OF REGIONAL OFFICE
36 S. Penn. St., Indianapolis, Indiana

217741

Judgment Search

-41-

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:

Horace R. Ellis
and
Willie Magdalena Ellis
not individually

from August 15, 1931
to and including
August 24, 1940

and vs

Willie Magdalena Ellis

for the 10 years last
past and against none
other.

-42-

Taxes for the year 1940 on the real estate for which this abstract is prepared are assessed in the name of Horace R. & Willie M. Ellis, and are due and payable on or before the first Mondays in May and November of 1941.

General Tax Duplicate No. 152794 E-F-G, Indianapolis Center Township, Parcel #19213.

May installment \$26.00 paid.

November installment \$26.00 unpaid

-43-

Taxes for the year 1941 now a lien.

SINCE PAID IN FULL
ATTEST. UNION TITLE
BY *Robert M. ...*
PRESIDENT

GUARANTEED CERTIFICATE

-44-

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 relate and our liability hereunder is limited to matters filed or entered of record within such period.

This certificate covers entries Nos. 1 to 44 both inclusive and sheets water-marked "Union Title Company" Nos. 1 to 19 both inclusive.
Dated at Indianapolis, Indiana, August 13, 1941, 8 A.M.

UNION TITLE COMPANYBy *Willis N. Coral*
President and General Manager

-19- FS

UNION TITLE COMPANY

INCORPORATED

ABSTRACTS OF TITLE • TITLE INSURANCE • ESCROWS

155 East Market St.

UNION TITLE BUILDING

Market 2361-5

INDIANAPOLIS, INDIANA

Capital Stock \$1,000,000.00

★
217741

UNITED STATES DISTRICT COURTS OF INDIANA

Southern District

Indianapolis Division
Terre Haute Division
Evansville Division
New Albany Division

Northern District

South Bend Division
Hammond Division
Fort Wayne Division

SEARCH FOR FEDERAL JUDGMENTS, PENDING BANKRUPTCIES, INTERNAL REVENUE TAX LIENS

Prepared for: J. Stephen Fullen

The undersigned hereby CERTIFIES, GUARANTEES, and WARRANTS to whoever relies upon this certificate, that there are no unsatisfied judgments of record constituting liens on real estate in any of the seven divisions of the Federal Courts named above, rendered within that portion of the ten years last past prior to March 11, 1929, the date of the enactment of the Indiana Judgment Conformity Act; nor any transcripts of judgments of the United States Courts filed in the office of the Clerk of the Circuit Court of Marion County, Indiana, that there is no notice of lien for unpaid internal revenue taxes or notice of income tax lien constituting a lien on real estate prior to March 4, 1925, the date of the Indiana Recording Act, and that there is no notice of lien filed in the Federal Tax Lien Index in the Office of the Recorder of Marion County, Indiana; and that there are not now pending upon the records of any of the seven divisions of the Federal courts above named, voluntary bankruptcy proceedings by or involuntary bankruptcy proceedings against any of the following named persons, except as hereinafter set out:

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

This certificate covers all divisions of both Districts of the State down to and including August 6, 1941, 8 A.M. and

The Indianapolis Division of the Southern District down to and including

August 8, 1941, 8 A.M.

Horace R. Ellis

Willie Magdalena Ellis

UNION TITLE CO.

BY *Willie Magdalena Ellis*
PRES. & GENL. MGR.

FS

286461

CAPTION

-1-

Continuation of Abstract of Title to Lot 65 in Bybee and Pratt's First West Side Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 8, page 200, in the office of the Recorder of Marion County, Indiana.
Since August 13, 1941, 8 A.M.

Prepared for: Noble Patton.

Town Lot Record
1069 Page 418
Inst. #41503
Aug. 29, 1941
Recorded
Sept. 2, 1941

-2-

Willie Magdalena Ellis,
widow and unmarried,
the survivor of Horace
R. Ellis, deceased
to
Noble B. Patton and
Josie M. Patton,
husband and wife

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

Lot numbered 65 in Bybee and Pratt's First West Side Addition to the City of Indianapolis, as per Plat thereof, recorded in Plat Book 8, page 200, in the office of the Recorder of Marion County, State of Indiana.

Subject to the Second Half of the Taxes for the year 1940, due and payable in November 1941.

The Grantor herein, upon her oath, deposes and says that she is one and the same person who, together with Horace R. Ellis, are named as the Grantees in the deed as recorded February 23rd., 1915 in Town Lot Record No. 539, page 470, in the office of the Recorder of Marion County, Indiana, whereby they thus acquired title in and to the above described realty as tenants by the entirety and that they remained as husband and wife, continuously, from the time they thus acquired title until August 24, 1940 upon which date the said Horace R. Ellis departed this life, intestate, leaving this Grantor him surviving and that she has not since re-married, and that the gross value of the estate of said decedent, including any investment was less than \$40,000.00 and therefore not subject to Federal Estate Tax.

286461

Mortgage Record
1257 page 206
Inst. #41523
Aug. 29, 1941
Recorded
Sept. 2, 1941

Noble B. Patton, and
Josie M. Patton,
his wife
to
Railroadmen's Federal
Savings and Loan Association
of Indianapolis

Mortgage

SATISFIED OF RECORD
ATTEST, UNION TITLE CO.
BY *Albert M. Bista*
PRESIDENT

4/29/46

-3-

Lot 65 in Bybee and Pratt's First West Side Addition
to the City of Indianapolis, as recorded in Plat Book
8, page 200, in the office of the Recorder of Marion
County, Indiana.

To secure the payment of a loan evidenced by a
promissory note of even date herewith, payable on or
before ten years from date, in the principal sum of
\$1500.00 with interest as provided for in said note
from date until paid, said principal and interest
being payable, in payments of not less than \$16.65
per month, in advance, with 10% attorney's fees,
together with amortized payments for taxes, assessments
and insurance.

Judgment Search

-4-

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

Willie Magdalena Ellis

from August 13, 1941
8 A.M. to and including
September 2, 1941

and vs.

Noble B. Patton
and
Josie M. Patton,
jointly and
not individually

for the 10 years last
past and against
none other.

286461

-5-

Taxes for the year 1945 on the Real Estate for which this Abstract is prepared are assessed in the name of Noble B. and Josie M. Patton and are due and payable on or before the first Mondays in May and November of 1946.

General Tax Duplicate No. 390759, P.Q.R., Indianapolis, Center Township, Parcel No. 19213.

May Installment \$13.85 Unpaid.

November Installment \$13.85 Unpaid.

-6-

Taxes for the year 1946 now a lien.

GUARANTEED CERTIFICATE

-7-

STATE OF INDIANA }
COUNTY OF MARION } ss:

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

FIRST That the foregoing contains a true and correct abstract of all deeds, mortgages unsatisfied of record, notices of mechanic's liens unsatisfied of record, and all other instruments filed for record or recorded in the Office of the Recorder of said County, including the Federal Tax Lien Index in said Office, and notices of liens for Old Age Assistance entered in the Abstract 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 7 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 4 both inclusive.

Dated at Indianapolis, Indiana, April 10, 1946, 8 A.M.

UNION TITLE COMPANY

By

Albert W. Bristol

President

-4- MLP

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

★
286461

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: Noble Patton

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 April 10, 1946, 8 A.M. and

The Indianapolis Division of the Southern District down to and including April 10, 1946, 8 A.M.

Willie Magdalena Ellis
Noble B. Patton
Josie M. Patton

UNION TITLE CO.

BY *Albert M. Bristol*
PRESIDENT

293500

CAPTION

-1-

Continuation of Abstract of Title to Lot 65 in Bybee and Pratt's First West Side Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 8, page 200, in the office of the Recorder of Marion County, Indiana.
Since April 10, 1946, 8 A.M.

Prepared for: Union Federal Savings and Loan Association.

Town Lot Record
1212 page 584
Inst. #24116
Apr. 18, 1946
Recorded
Apr. 22, 1946

Noble B. Patton and
Josie M. Patton,
Husband and Wife
to

Warranty Deed
(U.S. Revenue
Stamp Attached)

H. M. Ingram Realty Co., Inc.

Lot 65 in Bybee and Pratt's First West Side Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 8, page 200, in the office of the Recorder of Marion County, Indiana.

Subject to taxes for the Fall Installment due and payable in November, 1946.

Subject to the balance of a mortgage to Railroadmen's Federal Savings and Loan Association in the sum of \$1500.00 dated August 29, 1941 in Mortgage Record 1257, page 206, in the office of the Recorder of Marion County, Indiana.

(Proper citizenship clause is attached).

Mortgage above referred to, released of record April 29, 1946.

-2-

Misc. Record
378 page 388
Inst. #18151
Mar. 22, 1946
Recorded
Mar. 22, 1946

ARTICLES OF INCORPORATION OF H. M. INGRAM REALTY COMPANY, INC.

Be it further remembered, That the following Articles of Incorporation, and all matters heretofore done or hereafter to be done are in accordance with "An Act concerning domestic and foreign corporations for profit, providing penalties for the violation hereof, and repealing all laws or parts of laws in conflict herewith" approved March 16, 1929 and all acts amendatory thereof, and supplemental thereto.

-3-

293500

The name of this corporation shall be H. M. Ingram Realty Company, Inc.

The purpose or purposes for which it is formed are as follows:

To improve, manage, and operate real property, the building, construction and alteration of houses and other structures thereon, and the development of real property generally, the buying, selling and exchanging of real property, the renting and leasing of real property, improved and unimproved; to make all mortgages of real property and borrow money thereon by mortgage or otherwise, the loaning of money upon real property and the taking of mortgages and the assignments of mortgages of the same; the buying, selling and dealing in bonds, and loans secured by mortgages or other liens or real property; the purchasing, manufacturing, acquiring holding, owning, mortgaging, pledging, leasing, selling, assigning and transferring, investing in, trading in, and dealing in goods, wares, merchandise and property of every kind and description and the carrying on of any of the above business or any other business connected therewith, whether the same may be permitted by law, either manufacturing or otherwise, and to the same extent as the laws of the State will permit, and as full and with all the powers that the laws of this state confer upon corporations, and organizations under said act, and to do any and all of the business above mentioned, and set forth to the same extent as natural persons might or could do.

Approved and filed Mar. 22, 1946.

Rue J. Alexander

Secretary of State of Indiana.

PAID IN CAPITAL AFFIDAVIT

FOR H. M. INGRAM REALTY COMPANY, INC.

Misc. Record
378 page 397
Inst. #18152
Mar. 22, 1946
Recorded
Mar. 22, 1946

Affidavit signed by majority of directors of said corporation states that required capital has been fully paid in.

293500

Mortgage Record
1374 page 503
Inst. #24122
Apr. 18, 1946
Recorded
Apr. 22, 1946

H. M. Ingram Realty Co., Inc.
(Corp. Seal)
By Henry Moses Ingram,
President.
Attest: John Worth Simpson,
Secretary-Treasurer
to

Mortgage

SATISFIED OF RECORD 12-30-52
ATTEST. UNION TITLE CO.
Edward Blum
PRESIDENT

-5-

Union Federal Savings
and Loan Association

Lot 65 in Bybee and Pratt's First West Side
Addition to the City of Indianapolis, as per plat
thereof, recorded in Plat Book 8, page 200 in the
office of the Recorder of Marion County, Indiana.

To secure the repayment of a loan as evidenced
by a promissory note of even date herewith, in the
principal sum of \$2500.00, payable on or before 12
years after date, with interest at the rate of 6%
per annum from date until paid, said principal and
interest being payable in payments of not less than
\$25. per month, in advance, said payments to be
made on or before the fifteenth day of each calendar
month hereafter until the whole of said principal sum
and interest is fully paid in compliance with the
stipulations of said note, and with attorney's fees.

This mortgage also shall secure such additional
amounts not to exceed \$250. which the Association at
its option may loan to the mortgagor (s) during a
period of 6 years from date hereof.

Judgment Search

-6-

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:

Noble B. Patton
and
Josie M. Patton
jointly and
not individually

from April 10, 1946,
8 A.M. to and including
April 22, 1946,

and vs.

H. M. Ingram Realty Co., Inc.
and
H.M. Ingram Realty Company, Inc.

from March 22, 1946
to date and
against none other.

293500

-7-

Taxes for the year 1945 on the real estate for which this abstract is prepared are assessed in the name of Noble B. and Josie M. Patton and are due and payable on or before the first Mondays in May and November of 1946.

General Tax Duplicate No. 390759, P.Q.R., Indianapolis, Center Township, Parcel No. 19213.

May installment \$13.85 Paid.

November installment \$13.85 Unpaid.

SINCE PAID IN FULL
ATTEST, UNION TITLE CO.
BY *Albert J. Smith*
PRESIDENT

-8-

Taxes for the year 1946 now a lien.

SINCE PAID IN FULL
ATTEST, UNION TITLE CO.
BY *Albert J. Smith*
PRESIDENT

GUARANTEED CERTIFICATE

-9-

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 9 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 5 both inclusive.
Dated at Indianapolis, Indiana, April 23, 1946, 8 A.M.

UNION TITLE COMPANYBy *Albert M. Bista*
President

-5- AP

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



293500

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: Union 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 April 23, 1946, 8 A.M. and

The Indianapolis Division of the Southern District down to and including April 23, 1946, 8 A.M.

Noble B. Patton

Josie M. Patton

H. M. Ingram Realty Co., Inc.

H. M. Ingram Realty Company, Inc.

UNION TITLE CO.

BY *Albert M. Binstor*
PRESIDENT

AP

441124

CAPTION

-1-

Continuation of Abstract of Title to Lot 65 in
Bybee and Pratt's First West Side Addition to the
City of Indianapolis, as per plat thereof, recorded
in Plat Book 8, page 200, in the office of the Re-
corder of Marion County, Indiana.
Since April 23, 1946, 8 A.M.

Prepared for: Harry E. Curtis

Town Lot Record
1220 page 324
Inst. #35242
June 11, 1946
Recorded
June 14, 1946

-2-

H. M. Ingram Realty
Company, Inc. (Corp. Seal)
By Henry Moses Ingram,
President, Attest: by
John W. Simpson, Secretary,
a corporation organized
and existing under the laws
of the State of Indiana

Warranty Deed
(U. S. Revenue
Stamp Attached)

to
Earl Nelson and
Hallie Nelson,
husband and wife

Lot number 65 in Bybee and Pratt's first West side
Addition to the City of Indianapolis, as per plat
thereof, recorded in Plat Book 8, page 200, in the
office of the Recorder of Marion County, Indiana.

Subject to the unpaid balance of a certain mort-
gage in the original sum of \$2500.00 payable to the
Union Federal Savings and Loan Association.

Subject to the fall installment of 1945 taxes due
and payable in the fall of 1946 and thereafter.

Grantors do hereby state that there is no outstand-
ing preferred stock in said Corporation.

Grantors warrant and say that the undersigned
officers are duly authorized by the Board of Directors
to execute this conveyance.

Proper citizenship clause is attached.

441124

Old Age Assistance
Search

-3-

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

Judgment Search

-4-

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

H. M. Ingram Realty Co., Inc.

and

H. M. Ingram Realty Company, Inc.

from April 23, 1946,
8 A.M. to and including
June 14, 1946

and vs.

Earl Nelson

and

Hallie Nelson

jointly and

not individually

for the 10 years
last past and
against none other.

441124

-5-

Taxes for the year 1951 on the Real Estate for which this Abstract is prepared are assessed in the name of Earl and Hallie Nelson and are due and payable on or before the first Mondays in May and November of 1952.

General Tax Duplicate No. 286726, M-N-0, Indianapolis, Center Township, Parcel No. 19213.

May Installment \$28.68 paid.

November Installment \$28.68 paid.

-6-

Taxes for the year 1952 ~~now~~ a lien.

SEE SUBSEQUENT CONTINUATION

ZONING

-7-

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

General Ordinance #79, 1939, an ordinance to amend General Ordinance #114, 1922, Council Proceedings of 1939, page 645, introduced October 2, 1939, passed by the Common Council, October 16, 1939, and signed and approved by the Mayor, October 19, 1939, and effective January 10, 1940. General Ordinance #104, 1950, an ordinance to amend General Ordinance #114, 1922, Council Proceedings of 1950, page 981, introduced December 4, 1950, and signed and approved by the Mayor December 19, 1950, effective date December 19, 1950.

General Ordinance #99, 1951, an ordinance amending and supplementing General Ordinance #104, 1950, as amended, Council Proceedings of 1951, page 578, introduced August 6, 1951, and signed and approved by the Mayor, September 5, 1951, effective date September 14, 1951.

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

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

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

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

Provides for its administration by the Building Commissioners, 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.

-8-

December 8, 1952. We hereby certify that no variance has been granted by the Board of Zoning Appeals of the City of Indianapolis, affecting the use of the real estate described in the caption hereof.

441124

GUARANTEED CERTIFICATE

-9-

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 9 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 5 both inclusive.

Dated at Indianapolis, Indiana, December 10, 1952, 8 A.M.

UNION TITLE COMPANY

by *Albert M. Bush*
President

-5-

MCR

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

441124

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: Harry E. Curtis

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

December 10, 1952, 8 A.M.

and

The Indianapolis Division of the Southern District down to and including

December 10, 1952, 8 A.M.

H. M. Ingram Realty Co., Inc.

H. M. Ingram Realty Company, Inc.

Earl Nelson

Hallie Nelson

UNION TITLE CO.

BY *Albert M. Burt*
PRESIDENT

MCR

FORM 156

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

65-16831A

CAPTION

-1-

Continuation of Abstract of Title to Lot 65 in Bybee and Pratt's First West Side Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 8, page 200, in the office of the Recorder of Marion County, Indiana.
Since December 10, 1952, 8 A.M.

Prepared for: Robert O. Arthur

Deed Record
1476 Inst. #1866
Dated
Dec. 23, 1952
Recorded
Jan. 12, 1953

Earl Nelson and
Hallie Nelson,
husband and wife
to
Charles A. Brouhard and
Ruth Brouhard,
husband and wife

Warranty Deed
(U. S. Revenue
Stamp Attached)

-2-

Lot Number 65 in Bybee and Pratt's first West side Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 8 page 200, in the office of the Recorder of Marion County, Indiana.

Deed Record
1810 Inst. #41418
Dated
June 9, 1960
Recorded
June 10, 1960

Charles A. Brouhard and
Ruth Brouhard,
husband and wife
to
Robert O. Arthur and
Ramona M. Arthur
husband and wife

Warranty Deed
(U. S. Revenue
Stamp Attached)

-3-

Lot 65 in Bybee and Pratt's First West Side Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 8, page 200, in the office of the Recorder of Marion County, Indiana.

Instrument shows name of person preparing same.

65-16831A

Mortgage Record
2043 page 151
Inst. #41422
Dated
June 9, 1960
Recorded
June 10, 1960

Robert O. Arthur and
Ramona M. Arthur
husband and wife
to
Arsenal Savings and
Loan Association of
Indianapolis

Mortgage

-4-

Lot numbered 65 in Bybee and Pratt's First West Side Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 8, page 200, in the office of the Recorder of Marion County, Indiana.

To secure the performance of the provisions hereof and the payment of a certain obligation evidenced by a promissory note of even date herewith for the principal sum of \$4300.00 payable to the order of the Mortgagee on or before 12 years after date, with interest thereon as provided in said note, all of which indebtedness the Mortgagors severally promise and agree to pay to the order of the Mortgagee, all without relief from valuation and appraisement laws and with attorney's fees.

Instrument shows name of person preparing same.

Old Age Assistance
Search

Examination has been made, as to the persons in title subsequent to May 1, 1947, for liens shown by notices of Old Age Assistance, filed in the Office of the Recorder of Marion County, as provided by the Acts concerning Public Welfare, effective May 1, 1947.

-5-

Juvenile Court
Search

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

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

-6-

65-16831A

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

-7-

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

-8-

Charles A. Brouhard
and
Ruth Brouhard
jointly and
not individually

from August 11, 1955,
to and including
June 10, 1960

and vs

Robert O. Arthur
and
Ramona M. Arthur
jointly and
not individually

for the 10 years
last past and
against none other

65-16831A

-9- Taxes for the year 1963 and prior years paid in full.

-10- Taxes for 1964 payable 1965 in name of Robert O. & Ramona M. Arthur.

Duplicate No. 242964, Indianapolis, Center Township,
Code No. 1-01, Parcel No. 19213.

May Installment \$91.86 Paid

November Installment \$91.86 Unpaid

-11- Assessed Valuation:

Land \$350.00 Improvements \$1,620.00 Exemptions None

-12- Taxes for 1965 now a lien in name of Robert O. & Ramona M. Arthur.

SYNOPSIS OF ZONING AND PLANNING REGULATIONS

-13-

The original comprehensive Zoning Ordinance of the City of Indianapolis, General Ordinance No. 114-1922, was repealed and reordained by General Ordinance No. 104-1950, as amended, to regulate and restrict height, area, bulk and use of buildings and to specify and regulate location of industries and commercial enterprises.

A Marion County Master Plan, Permanent Zoning Ordinance, prepared by the Marion County Plan Commission, was adopted by the Board of Commissioners Nov. 12, 1948, and a certified copy was recorded February 24, 1949, in Miscellaneous Record 430, page 384 etc., for regulating use and intensity of use of land, location of industries and commercial enterprises, prescribing minimum dwelling dimensions and lot area requirements and defining use classifications, providing subdivision controls and thoroughfare plans.

The Metropolitan Plan Commission of Marion County, by Resolution adopted by the County Council as Ordinance No. 8-1957 effective March 28, 1957, recorded April 1, 1957, in Deed Record 1657, page 486, adopted and continued all existing Master Plans then in force in Marion County and in the various Cities and Towns as a consolidated Master Plan.

An Airport District Ordinance was adopted by the Marion County Council Sept. 4, 1963 and recorded Oct. 7, 1963 as Instrument #59018 in the Recorder's Office, establishing an "Airport Approach Area" within a radius of 10,000 feet from the airport reference point, and an "Airport Circling Area", prescribing regulations as to character, use and height of structures and cleanness of air in said areas.

A Central Business District Zoning Ordinance effective April 7, 1964, was adopted for Metropolitan Indianapolis, classifying areas and permitted *businesses*, with regulations respecting use of buildings, parking, etc.

An Industrial Zoning Ordinance #63-AO-4 was adopted Nov. 7, 1963, incorporating the Industrial Land Use Map and Industrial Land Use Plan adopted by the Metropolitan Plan Commission for the classification, regulation and development of Industrial uses in Indianapolis and Marion County, including regulation and limitation of height, area, bulk and floor space of structures, and performance standards, standards of density, and traffic distribution therefor.

Low Rise Multiple Dwelling Zoning Districts Zoning Ordinance was adopted August 4, 1964, to provide for establishment of Multiple Dwelling Zoning Districts and regulations pertaining thereto, to be designated by Zoning District symbols D-6, etc.

Ordinances generally provide that lots platted or owned previously may be used even if sub-standard in size and legally established non-conforming use may be continued under existing conditions. Specified set-back lines and yard sizes are required in all areas.

Attached hereto is an exhibit showing the basic classifications designated in the ordinances affecting the City of Indianapolis and Marion County. The provisions of the ordinances are too voluminous to permit adequate reporting herein. More details can be furnished upon request, but for specific information, reference should be had to the complete text of the appropriate ordinance. This statement is a synopsis only and is furnished for general information.

According to the maps filed with the respective ordinances, the real estate described herein appears to lie in District designated U-1 H-1 A-3.

-14-

July 23, 1965. We hereby certify that no Variance has been granted by the Board of Zoning Appeals of the City of Indianapolis, affecting the use of the Real Estate described in the caption hereof.

SYNOPSIS OF BASIC CLASSIFICATIONS OF ZONING ORDINANCES

CITY OF INDIANAPOLIS ZONING ORDINANCE AS AMENDED, ESTABLISHED THE FOLLOWING DISTRICTS:

Six classes of Use Districts termed respectively Class U-1, or Dwelling House Districts; Class U-2, or Apartment House Districts; Class U-3, or Business Districts; Class U-3, (S), or General Commercial Districts; Class U-4, or First Industrial Districts; and Class U-5 or Second Industrial Districts; In addition to the six classes of Use Districts, there are two additional classes, namely U-6 or Prohibited Uses, and U-7, or Special Permit Uses.

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

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

Seven classes of Area Districts, Class AA, 15,000 square feet per family; Class A-1, 7,500 square feet per family; Class A-2, 6,800 square feet per family; Class A-3, 6000 square feet per family; Class A-4, 1700 square feet per family; Class A-5, 1100 square feet per family; Class A-6, 800 square feet per family.

Restrictions of Floor Areas:

In Class AA district 1500 square feet;

In Class A1 District 900 square feet;

In Class A2 District 900 square feet;

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

MARION COUNTY MASTER PLAN AS AMENDED ESTABLISHED THE FOLLOWING:

F-1 Forestry District: A-1, A-2, Agricultural District: R-1, R-2, R-3, R-4, R-5, R-6, Residential Districts: B-1, B-2, B-3, B-4, B-5, B-6, Business Districts: I-1, I-2, I-3, Industrial Districts: RT-1, RT-2, RT-3, Residential District Temporary: S, Special Uses District: RR, Railroad District; G-s, Gravel Sand District.

Minimum requirements as follows:

District - Lot Area - Lot Width - Dwelling Dimensions

			one-story	higher
A-1	15,000	80	900	660
A-2	15,000	80	900	660
R-1	24,000	100	1500	1000
R-2	20,000	90	1200	800
R-3	15,000	80	900	660
R-4	11,250	70	720	500
R-5	9,000	60	500	500
R-6	14,000	80	900	660

Variations of foregoing are provided for multiple dwellings.

CENTRAL BUSINESS DISTRICT ZONING ORDINANCE CREATES CLASSES AS FOLLOWS:

Central Business District One (CBD-1)

Central Business District Two (CBD-2)

Central Business District Three (CBD-3)

INDUSTRIAL ZONING ORDINANCE CREATES CLASSES AS FOLLOWS:

I-1-S RESTRICTED INDUSTRIAL SUBURBAN DISTRICT

I-2-S LIGHT INDUSTRIAL SUBURBAN DISTRICT

I-3-S MEDIUM INDUSTRIAL SUBURBAN DISTRICT

I-4-S HEAVY INDUSTRIAL SUBURBAN DISTRICT

I-1-U RESTRICTED INDUSTRIAL URBAN DISTRICT

I-2-U LIGHT INDUSTRIAL URBAN DISTRICT

I-3-U MEDIUM INDUSTRIAL URBAN DISTRICT

I-4-U HEAVY INDUSTRIAL URBAN DISTRICT.

GUARANTEED CERTIFICATE

-15-

STATE OF INDIANA }
 COUNTY OF MARION } ss:

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

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

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

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

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

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

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

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

This certificate covers entries Nos. 1 to 15 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 7 both inclusive.
 Dated at Indianapolis, Indiana, August 13, 1965, 8 A.M.

UNION TITLE COMPANY

by *C. Edward Hunt*
 President

-7- cb

UNION TITLE COMPANY

ABSTRACTS OF TITLE + TITLE INSURANCE + ESCROWS

155 East Market Street

Union Title Building

Indianapolis 4, Indiana

MEIrose 2-2361

Capital Stock \$1,000,000.00

65-16831A

UNITED STATES DISTRICT COURTS OF INDIANA

SOUTHERN DISTRICT

Indianapolis Division
Terre Haute Division
Evansville Division
New Albany Division

NORTHERN DISTRICT

South Bend Division
Hammond Division
Fort Wayne Division
Lafayette Division

SEARCH FOR PENDING BANKRUPTCIES INTERNAL REVENUE TAX LIENS

Prepared for: Robert O. Arthur

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

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

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

August 10, 1965, 8 A.M. and

The Indianapolis Division of the Southern District down to and including

August 11, 1965, 8 A.M.

Charles A. Brouhard

Ruth Brouhard

Robert O. Arthur

Ramona M. Arthur

UNION TITLE CO

BY

C. Edward Blum
PRESIDENT