

68 5932

WARRANTY DEED

Project 1-70-3(52)
Code 0536
Parcel 410

Wife

This Indenture Witnesseth, That
EDNA P. CARTER, (ADULT UNMARRIED) AND
RALPH E. NORRIS AND ETHEL M. NORRIS, (ADULTS, HUSBAND & WIFE)
of **MARION** County, in the State of **INDIANA** Convey and Warrant to

the STATE OF INDIANA for and in consideration of

SEVEN THOUSAND TWO HUNDRED FIFTY - (\$ 7250.⁰⁰) Dollars,

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

SOUTH HALF OF LOT 15 IN JOHN ROSET'S SUBDIVISION OF OUT LOTS 107 AND 108 OF THE DONATION LANDS OF THE CITY OF INDIANAPOLIS AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 80 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

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

RECEIVED FOR RECORD

1968 FEB -8 AM 9:14

MARCIA M. HAWTHORNE
RECORDER OF MARION COUNTY

John T. Sutton
COUNTY AUDITOR

095575 FEB-8 '68

DULY ENTERED
FOR TAXATION

Paid by Warrant No. **17-191839**
dated **1-25-1968**

Land and improvements \$ **7250.⁰⁰**; Damages \$ **- 0 -**; Total consideration \$ **7250.⁰⁰**

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

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

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

In Witness Whereof, the said **GRANTORS**
has hereunto set **THEIR** hands and seal, this **5TH** day of **DECEMBER** 19**67**

..... (Seal) (Seal)
Edna P. Carter (Seal) (Seal)
EDNA P. CARTER (ADULT - UNMARRIED) (Seal) (Seal)
x Ralph E. Norris (Seal) (Seal)
RALPH E. NORRIS (ADULT HUSBAND) ETHEL M. NORRIS (ADULT WIFE) (Seal) (Seal)

JAF 3-15-67 **68 5932**
WHTB
12-8-67 This Instrument Prepared by **John Brassart**
ATTORNEY W *John H. M... DEC 1 1967*

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

..... Grantor..... in the above conveyance, and acknowl-
edged the same to be..... voluntary act and deed, for the uses and purposes herein mentioned.
I have hereunto subscribed my name and affixed my official seal.
My Commission expires..... Notary Public

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

..... Grantor..... in the above conveyance, and acknowl-
edged the same to be..... voluntary act and deed, for the uses and purposes herein mentioned.
I have hereunto subscribed my name and affixed my official seal.
My Commission expires..... Notary Public

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
MARION
5TH
DECEMBER
ADULT-UNMARRIED (FEE OWNER) AND RALPH E. NORRIS AND ETHEL M. NORRIS, ADULT, HUSBAND & WIFE, (CONTRACT PURCHASERS)
EDNA P. CARTER,
AND RALPH E. NORRIS AND ETHEL M. NORRIS, ADULT, HUSBAND
5
THEIR
AUGUST 17, 1967
Donald Biddinger
DONALD BIDDINGER

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

..... (Seal) (Seal)
..... (Seal) 68 5932 (Seal)

State of..... }
County of..... } ss:

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

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

WARRANTY DEED
FROM
TO
STATE OF INDIANA
Received for record this..... day of....., 19..... at..... o'clock.....m, and Recorded in Book No..... page Recorder..... County
Endorsed NOT TAXABLE this..... day of....., 19..... Auditor..... County
23
Division of Land Acquisition
Indiana State Highway Commission

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 — 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46209

_____ m 1-10-68 _____ 19

To Ralph & Ethel Morris

City

GENTLEMEN:

We enclose State Warrant No. A-188755 1-4- 1968
 in settlement of the following vouchers:

68-369

Description	Amount
For <u>Relocation Expense</u> on State Road No. <u>49</u> in <u>Marion</u> County, Project <u>I-70-3(52)</u> Parcel No. <u>410</u> as per Grant/Warranty Deed, Dated <u>11-22-67</u>	\$229 00

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By Ralph E. Morris

Date 4/11/68

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 — 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46209

Feb 2

1968

To Edna p. Carter - Ralph E. & Ethel M. Norris

Indianapolis, Ind.
GENTLEMEN

Recording

We enclose State Warrant No. A-191839 1-25 1968
in settlement of the following vouchers: Transmittal #68-399

Description	Amount	
For <u>Purchase</u> on State Road No. <u>I 70</u> in <u>Marion</u> County, Project <u>I 70-3 (52)</u> Parcel No. <u>410</u> as per Grant/Warranty Deed, Dated <u>12-5-67</u>	7250	00

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By Edna P. Carter Ethel M. Norris
Ralph E. NorrisDate 2/8/68

APPRAISAL REVIEW FORM

Division of Land Acquisition
Indiana State Highway Commission

Control

Project I-70 (52)
Parcel No. 410
Road I-70
County Marion
Owner Arthur E. Carter et al
Address 29 S. Starter, Cumberland, Ind.
Address of Appraised Property: 1028 S. New Jersey

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>See review</u> |
| 2. Planning and Detail Maps were supplied appraisers. | <u>Adv. Acq.</u> |
| 3. The three approaches required (Income, Market Data, and Cost Replacement) were considered. | <u>Yes</u> |
| 4. Necessary photos are enclosed. | <u>Yes</u> |
| 5. The appraisal is fully documented and supported as required by the State Highway Commission and the requirements of P.P.M. 21-4.1 of the Federal Bureau of Roads. | <u>Yes</u> |
| 6. Plats drawn by the appraisers are attached. | <u>Yes</u> |
| 7. I have personally inspected the Plans. | <u>Yes</u> |
| 8. I have personally inspected the site and familiarized myself with the parcel on... | <u>10-16-67</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 Oct. 16, 1967 :
(Date)

Estimate of Appraisers:

	By: <u>Elder</u>	By:	Approved By Reviewer
(a) The fair market value of the entire property before the taking is:	\$ 7,250	\$	\$ 7,250
(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	\$ 7,250	\$	\$ 7,250
(1) Land and/or improvements	\$ 7,250	\$	\$ 7,250
(2) Damages	\$ -0-	\$	\$ -0-
(3) Less non-compensable items	\$ -0-	\$	\$ -0-
(4) Estimated Total Compensation	\$ 7,250	\$	\$ 7,250

Approved	Date	Signed
Rev. Appr.	10-16-67	Phillip D. York
Asst. or Chief Appr.	10/18/67	Samuel Fisher

(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

I, EDNA P. CARTER being duly sworn upon ~~(his)~~ (her) oath says that ~~(he)~~ (she) is 67 years of age and says that ~~(he)~~ (she) is the owner of the following described real estate located in MARION County, State of INDIANA, to wit:

SOUTH HALF OF LOT 15 IN JOHN ROSET'S SUBDIVISION OF OUT LOTS 107 AND 108 OF THE DONATION LANDS OF THE CITY OF INDIANAPOLIS AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 80 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

Affiant further says that ~~(he)~~ (she) is the surviving WIDOW of ARTHUR E. CARTER, who died intestate in the City of INDIANAPOLIS State of INDIANA, on OCTOBER 27, 1944 that this affiant and the said ARTHUR E. CARTER lived together continuously as husband and wife from date of MARCH 14, 1917, and were so living together on said date, that no administration was had upon the Estate of the said ARTHUR E. CARTER, but that all funeral expenses and debts of every kind and character of said decedent were fully paid, that no Indiana Inheritance Taxes were due the State of Indiana by reason of the death of the said ARTHUR E. CARTER and that his Estate including interests in jointly owned property and the proceeds of Life Insurance was substantially less than the sum of \$60,000.00 and that no Federal Estate Taxes were due thereon.

And further affiant saith not.

Subscribed and sworn to before me the undersigned, a Notary Public, in and for said State and County this 5TH day of DECEMBER, 1967.
My Commission Expires: AUGUST 19, 1968.

Edna P. Carter
Donald Biddinger
Notary Public
DONALD BIDDINGER

* This instrument prepared by Donald Biddinger.

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I-70-3 (52)

BUYER'S REPORT NUMBER: 4 COUNTY Marion PARCEL NO. 410

NAME & ADDRESS OF OWNER Edna P. Carter (Unmarried Adult) ^{Free} owner
29 South Starter, Cumberland PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Edna P. Carter PHONE # 631-9311
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 11-15-67 DATE OF CONTACT 12-5-67

OFFER \$ 7250.00 TIME OF CONTACT 11:30

- Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:
- YES Checked abstract with owner? 2. YES Any affidavits taken? SURVIVORSHIP
 - NO Any mortgage(s)? 4. NO Any other liens, judgements, etc.?
 - NA Showed plans, explained take, made offer, etc.?
 - NA Explained about retention of buildings, etc.? 7. _____ Any being retained?
 - NA Walked over property with owner? (or with whom? _____)
 - NO Arranged for owner to pay taxes? (Explain how in remarks) PAID-
 - NO Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
 - YES Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
 - NO Was 180 Day Notice Letter delivered or mailed to all parties? - AS of 11-22-67
 - NO Waivers, were any secured? 15. NA Filled out RAAP Form?

REMARKS:
Met with Mrs. Carter and explained offer made to contract purchasers, and present status of parcel. - Obtained signature on Warranty deed, Affidavit of survivorship, Receipt for Warranty deed, and voucher.
Went back to subject address of parcel 1028 S. New Jersey. Mrs. & Mrs. Norris executed deed, receipt and voucher.
Secured - -

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
 () Other, awaiting what? Contract buyers to sign deed and voucher

Distribution Made
 Parcel Weekly Summary
 Owner Other, Specify

Donald B. Billinger
 (Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: B COUNTY Marion PARCEL NO. 410

NAME & ADDRESS OF OWNER Arthur E Carter and Edna P Carter

PHONE # _____
NAME & ADDRESS OF PERSON CONTACTED Ralph E and Ethel Norris - Contract Purchasers

1028 S. New Jersey St. Suggs PHONE # 631-9311

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

DATE ASSIGNED 11-15-67 DATE OF CONTACT 11-~~15~~²²-67

OFFER \$ 7,250.00 TIME OF CONTACT 9:30

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. YES Checked abstract with owner? 2. _____ Any affidavits taken?
3. NO Any mortgage(s)? 4. NO Any other liens, judgements, etc.?
5. YES Showed plans, explained take, made offer, etc.?
6. YES Explained about retention of buildings, etc.? 7. NO Any being retained?
8. YES Walked over property with owner? (or with whom? _____)
9. NO Arranged for owner to pay taxes? (Explain how in remarks)
10. NO Secured Right of Entry? 11. NO Secured Driveway Right of Entry?
12. YES Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. YES Was 180 Day Notice Letter delivered or mailed to all parties?
14. NO Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Met with Mr & Mrs Norris @ subject address. Explained chapter 316, left 180 day notice, made offer. Offer accepted. These are Contract buyers. - They make payments directly to the Jensen Realty Co at 1300 Madison Ave, Attn: Mr. Weidenreich, rental agent for Edna Carter. Arthur Carter died several years ago. Obtained necessary signatures. Talked to Jensen Realty Co. & obtained 67B tax bill (paid) and original of R.S.C. for photostating and return. They want check mailed to their attn. when disbursed for settlement. Tried to reach fee owner by phone in Cumberland Ind - No answer.

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? Further negotiations with fee owner, in Cumberland

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

Donald Biddinger
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I-70-3(52)

BUYER'S REPORT NUMBER: ✓ COUNTY Marion PARCEL NO. 410

NAME & ADDRESS OF OWNER Edna T. Carter
29 S. Starter St., Cumberland PHONE # 894-7529

NAME & ADDRESS OF PERSON CONTACTED _____
PHONE # _____

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

DATE ASSIGNED 11-15-67 DATE OF CONTACT 11-15-67

OFFER \$ 7,250.00 TIME OF CONTACT 12:00

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. W/A Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? _____)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS:
Drove to Cumberland Indiana address to see
see owner, or obtain any information possible on
when arrangements might be made for appointment.
No one home - Mail in box. - will continue
to try to reach.

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? Meeting with fee owner

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

Donald B. ...
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I-70-3 (52)

BUYER'S REPORT NUMBER: 1 COUNTY Marion PARCEL NO. 410

NAME & ADDRESS OF OWNER Arthur E. Carter and Edna P. Carter, H. & W.

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Ethel Morris (Et al) Contract Buyer

1028 S. New Jersey St. Indpls Ind. PHONE # 631-9311

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

DATE ASSIGNED 11-15-67 DATE OF CONTACT 11-17-67

OFFER \$ _____ TIME OF CONTACT 2:15 PM

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. NA Checked abstract with owner? 2. _____ Any affidavits taken?
3. NA Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. NA Showed plans, explained take, made offer, etc.?
6. NA Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. NA Walked over property with owner? (or with whom? _____)
9. NA Arranged for owner to pay taxes? (Explain how in remarks)
10. NA Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. NA Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. NA Was 180 Day Notice Letter delivered or mailed to all parties?
14. NA Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Set up forms in parcel and reviewed contents of parcel. Reached Mrs ~~Brown~~ Morris on telephone at home. Husband works afternoons and evenings. Must see in the AM. - made appointment for wed 11-22 @ 9:30 AM. - Res phone 631-9311.

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

(X) Other, awaiting what? Appointment

Distribution Made

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

Don Paddinger
(Signature)

00

STREET.

HIGH

00

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
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GROVE

15

16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
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STREET.

ROSET

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31	32	33	34	35	36	37	38	39	40	41	42	43	44	45
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STREET.

15

46	47	48	49	50	51	52	53	54	55	56	57	58	59	60
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STREET.

EAST

00

15

61	62	63	64	65	66	67	68	69	70	71	72	73	74	75
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Car 410

CHICAGO TITLE INSURANCE COMPANY

INTERIM GUARANTY OF TITLE

S. R. I-70 PROJ. I-70-3(52) COUNTY Marion

Names on Plans Central Standard Corp.
CTIC # 6500-141 -S

Name of Fee Owner Arthur E. Carter and Edna P. Carter, husband and wife

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation authorized to do business in the State of Indiana, in consideration of premium paid, hereby guarantees that a search of the records from February 21, 1967 to and including December 11, 1967 reveals no changes as to the real estate described under CTIC # 6500-141 except:

1. Taxes for 19 66 payable 1967 in name of Arthur E. and Edna Carter
 Duplicate # 7036695 Parcel # 1011739 Township Center- Code # 101
May \$ 51.00 (paid) ~~(unpaid)~~; November \$51.00 (paid) ~~(unpaid)~~
 Taxes for 19 67 payable 1968 now a lien.

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

CHICAGO TITLE INSURANCE COMPANY



John A. Binsley
President

Robert Kratochvil
Secretary

ATTEST:

Countersigned and validated as of the 14th day of December 1967.

J. Watson
Authorized Signatory

410

CHICAGO TITLE INSURANCE COMPANY

GUARANTY OF TITLE

S. R. I-70 PROJ. I-70-3(52) COUNTY Marion

Names on Plans Central Standard Corp.

CTIC # 6500-141

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation authorized to do business in the State of Indiana, in consideration of premium paid, hereby guarantees that as of the 21st day of February, 19 67
Arthur E. Carter and Edna P. Carter, husband and wife

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

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

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

CHICAGO TITLE INSURANCE COMPANY



John A. Binkley

ATTEST: President

Robert Kratochvil

Secretary

Countersigned and validated as of the 28th day of February
19 67.

J. Watson

Authorized Signatory

SCHEDULE "A"

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

South Half of Lot 15 in John Roset's Subdivision of Out Lots 107 and 108 of the Donation Lands of the City of Indianapolis as per plat thereof recorded in Plat Book 2, page 80 in the Office of the Recorder of Marion County, Indiana.

CTIC # 6500-141

The Record Owner or Owners disclosed above acquired title by Warranty Deed dated April 29, 1920 and recorded May 1, 1920 in Deed Record 628, page 109 as Instrument Number 13479 by Lizzie Feyh, Widow and unmarried. (\$1.50 Federal Documentary stamps affixed.)

SCHEDULE "B"

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

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

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

- e. taxes for the year 1965, each half for \$47.60, assessed in the names of Arthur E. and Edna Carter, due and payable in May and November, 1966 have been paid. (Center Township - Inside Parcel # 101-1011739, Duplicate # 6014451, Assessed Value _ Land \$230.00 Improvements \$770.00 Exemptions none)
- f. Taxes for the year 1966, due and payable in 1967.

CONDITIONAL SALES CONTRACT

THIS AGREEMENT made and entered into by and between Edna P. Carter, unmarried and of legal age, hereinafter referred to as the seller, and Ralph E. Norris and Ethel M. Norris, Husband and Wife, hereinafter referred to as the buyer, WITNESSETH:

That if the buyer shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and perform, 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 1028 South New Jersey Street, Indianapolis, Indiana and more particularly described as follows, to-wit:

The South Half of Lot Fifteen (15) in Roset's Subdivision of parts of Out Lots 107 & 108 in the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, Page 80, in the office of the Recorder of Marion County, Indiana.

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

As purchase price of said described real estate, said buyer hereby covenants and agrees to pay to seller the sum of Seven Thousand Five Hundred Dollars (\$ 7,500.00) 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 Seven Hundred Fifty Dollars (\$ 750.00) 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 Seven Fifty Dollars (\$ 67.50) 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 20th day of September, 1957, at Place to be Designated 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 & One Half per cent (6 1/2%) 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 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, except payment in full, 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 state beginning with the installment due and payable November 1958 and all installments due and payable thereafter, 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 under fire and extended coverage and public liability, said insurance to be carried in responsible companies 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.

That possession of said real estate shall be given the buyer on or before 26th day of September 1957

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 or 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, remodelled, or altered in any manner, whatsoever, nor shall any additional improvements be placed thereon, 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, assessments or insurance premium be not paid when due, or if any installment of the purchase price or interest thereon, shall become delinquent for a period of Sixty days, or if the buyer shall fail to observe or perform any other conditions or terms of this agreement, the seller may at his option cancel this agreement, take immediate possession of said real estate and remove the buyer or any other person therefrom without any notice or demand whatsoever, the necessity therefor being hereby expressly waived; and in the event of such cancellation, all payments theretofore made by the buyer shall be retained by the seller not as a penalty, but as liquidated damages for the breach of this agreement and in such event all rights and demands of the buyer shall cease and terminate and for 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 Can be made at any time. Payments are to include the taxes, insurance, principal & interest.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 20th day of August 1957

Edna P. Carter
Edna P. Carter (Seal)

Ralph E. Norris
Ralph E. Norris (Seal)

(Seal)

(Seal)

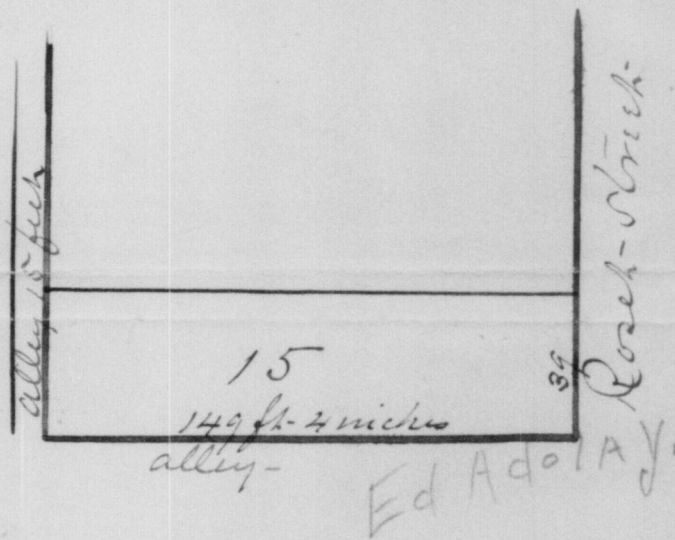
(Seal)

Ethel M. Norris
Ethel M. Norris (Seal)

Abstract will be continued when the contract is paid off.

CHAIN OF TITLE AND INCUMBRANCES

To the following described real estate: The South half of Lot Fifteen (15) in Rorer's subdivision of parts of Out Lots 107 & 108 in the City of Indianapolis as recorded in Plat Book 2 page 80 in the Recorder's Office of Marion County, Indiana.



IN THE CITY OF INDIANAPOLIS, MARION COUNTY, INDIANA.

Prepared for Charles A. Morse

By an act of the 14th Congress, 1st session, chapter 57, approved April 19, 1816, four sections of land in Township 15 north, of range 3 east, of the 1st principal meridian, are donated to the State of Indiana for a seat of Government.

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 east side of White River, contains 448.20 acres, leaving 202.07 acres to be taken out of section 3.

By an act of the 15th Congress, 2d session, chapters 83, 84 and 85, approved March 3, 1819, sections 1 and 12, and fractional sections 2 and 11, which lies on the east side of White River, and so much of section 3 as will make four entire sections, or 2,560 acres, shall constitute the above donation.

The original survey of the City of Indianapolis, as made in the year 1821, is included within North, South, East and West Streets, embracing squares from 1 to 101 inclusive, which were subdivided into lots; and, in pursuance of an act of 1824, out-lots numbering from 1 to 10 on the north, and 11 to 20 inclusive, on the south side of the city were laid off, and in 1825 an additional survey of out-lots, including 21 to 30 on the south; and 31 to 40 on the north side of the city was authorized, "H" is a square of two acres, laid out and sold for a brick yard, under authority of an act of 1822. By an act of 1827 the original plan of the city was modified by vacating parts of certain streets and alleys, as now represented, and squares numbered 11 to 20 inclusive on the north, and 78 to 101 inclusive on the south part of the city, were authorized to be sold as out-lots. The survey of the remaining part of the donation authorized by the law of 1831. Plat filed in the Recorder's Office of Marion County, Indiana, July 5th, 1831.

- No 1 Agent of State } May 2. 1834
 To Deed } Records 2. page 535
 Nicholas McCarty } -Sub-107 & 1/2 Sub-108
- 2 Nicholas McCarty wife } April 1st 1842
 To Narranty } Records 2. page 279
 John Roseh^{md} & George H. Bicking } Block 107 & 1/2 Block 108
- 3 John Roseh wife } April 26 1853
 To Narranty } Records 2 page 357
 George M. Hollenbeck } Block 107 & 1/2 Block 108
- 4 George H. Bicking - } August 20. 1854
 To Quit-Claim } Records 2 page 341
 George M. Hollenbeck } Beginning at NW. corner
 Sub-Block 107 corner of McCarty & Delaware Streets thence
 South 564 ³/₂ feet, thence East along north line of Ann Street
 690 ⁴/₂ feet, thence North along west line of High Street 564 ³/₂
 feet to McCarty Street, thence West 690 ⁴/₂ feet to beginning,
 also beginning at intersection of East and Ann Streets and
 running West 690 ⁴/₂ feet to High Street, thence South 564 ³/₂
 feet to a pink thence East 690 ⁴/₂ feet to East Street and
 thence North to beginning.
- 5 George M. Hollenbeck wife } August-30. 1854
 To Quit-Claim or } Records 2 page 343
 John Roseh- } Same Tracts
- 6 George M. Hollenbeck wife } April 13. 1864
 To Narranty } Records 19 page 502
 John Roseh- } Same Tracts

Ed
Adoleg
7 John Rozek wife subdivided parts of Oak Lots
107 & 108 described as No 6 December 3, 1862 as the
same is recorded in Plat-Book 2 page 80

8 John Rozek + wife } June 9, 1865
To Warranty } Record 25 page 353
Margaret Kamm } Lot 15 above subdivision

9 Margaret Kamm hereby } July 2, 1873
To Warranty } Record 70 page 212
Alfred S. Foster } same Lot-15

10 Alfred S. Foster wife } September 10, 1873
To Warranty } Record 73 page 380
Charles A. Morse } 1/2 same Lot-15

Incumbrances

Taxes for 1885 unpaid - since paid attest Elliott Sutter

Indianapolis March 16, 1886

The following is the chain of title to South half Lot-15 above
named and on examination of General Indexes of
Recorder's Office and Judgment Books of Circuit and
Superior Courts and his Pending Record of Circuit
Court we find no unsatisfied incumbrances thereon
except Taxes
Elliott Sutter

No. 5410

A partial Abstract of Title to the S. 1/2 of Lot 15 in
Rorets Subdivision of parts of Out Lots 107 and
108 in the City of Indianapolis.

P.L.R. 181.

P. 363.

No. 1.

Charles A. Morse
Elizabeth his wife
to
Christian Koch

Warranty Deed
The S. 1/2 of Lot 15
in Rorets Sub. of a
part of Out Lots 107
and 108. Dated and

Acknowledged March 19-1886 Vincent G. Griffith
(N.P.) Recorded March 19-1886. 10 1/2. S. M. #3735.

No. 2.

Taxes for 1890 are all paid.

No. 3.

We find no judgment against Lizzie
Feyh.

We find no further Conveyances or unsatisfied Encum-
brances on the Lot described in the Caption of this
Abstract. Search made as to the Records in the
Recorder's office the Lis Pendens records of
Complaints and Attachments, the Judgment Dockets
of the Marion Circuit and Superior Courts of
Marion County as said Records and Dockets are now made up.
Examined from March 16-1886 to Sept. 23-1891

No. 5410

For Christian Koch

Steege and Rosebrock

Room #19 Clarke Block

No. 5769

A partial abstract of Title to the South half of Lot 15 in Rosets Subdivision of parts of Out Lots 107 and 108 in the City of Indianapolis.

J. L. R. 234.

P. 402.

No. 1.

Christian Koeh
and Lizzie M. his wife
to
Lizzie Feyls.

Warranty Deed,
The S. 1/2 of Lot Number
ed 15 in Rosets Sec-
ond Subdivision
of Out Lots Number

ed 107, and 108 in the City of Indianapolis.
Dated Sept. 22^d 1891. Recorded Sept. 29th
1891. 8 1/2 - A. M.

Encumbrances.

M. R. 217.

P. 257.

No. 2.

Lizzie Feyls.
and Henry her husband
to
Saint Clair Saving and
Loan Association.

Mortgage.
Same tract, to
secure 1 Note
for \$ 1150⁰⁰
due in 2 years

and 4 Notes for \$ 40²⁵ Each due in 6 to
24 months, with 8% Interest after matur-
ity. Dated Sept. 22^d 1891. Recorded Sept. 29th
1891. - 8 1/2 - A. M. Satisfied
[Signature]

No. 3.

The Taxes for 1891 are unpaid.

We find no further conveyances or unsatisfied
Encumbrances on the Lot described in the
Caption of this Abstract. Search made as to
the Records in the Recorder's office. The Dis-
penders Records of Complaints and attachments,
the Judgment Dockets of the Marion Circuit
and the Superior Court of Marion County,
as said Records and Dockets are now made
up.

No. 5769 Examined from Sept. 23-1891 to July 8th
1892.

For Lizzie Feyle.

Steele and Rosebrock.

Room #19 Thorpe Block.

No. 7295.

A partial Abstract of Title to the South half of Lot No. 15 in Rosets Second Sub-division of Out Lots No. 107 and 108 in the City of Indianapolis.

No. 1.

The Title to said half Lot appears to be still in Lizzie Feyh.

Encumbrances.

W. O. 235
P. 241.

Lizzie Feyh and
Henry her husband
to

Mortgage.
The S. 1/2 of Lot
Numbered 15 in
Rosets Subdi-
vision of parts
of Out Lots

No. 2.

Union Saving and
Loan Association No. 2.

107 and 108 in the City of Indianapolis.
(P. O. 2 page 50), to secure 1 Note for \$700⁰⁰
due in 18 months with 8% Interest after
maturity and 6 Coupon Notes each for
\$12²⁵/₁₀₀ due in 3-6-9-12-15-+18 months
and 5% Attorneys fees. Dated July 21st
1892. Recorded July 23^d 1892. 1st - P. 110.
Satisfied Jan'y 27th 1894.
A Rosebrock

No. 3.

since Ad
1893

Taxes for 1893 are unpaid.

I find no further conveyances or unsatisfied
Encumbrances on the tract described in
the caption of this Abstract. Search made
as to the Records in the Recorder's Office.
The Recorder's Records of Complaints
and Attachments and the Judgment
Dockets of the Marion Circuit and
the Superior Court of Marion County,
as said Records and Dockets are
now made up.

No. 7295. Examined from July 8th 1892 to Jan'y 10th 1894
For Lizzie Fyfe.

C. H. Rosebrock.

Room # 19 Thorpe Block.

Continuation of Abstract of Title to the South Half of lot 15. in Roset's Subdivision of parts of Out Lots 107 and 108. in the City of Indianapolis.

Prepared for Mrs. Lizzie Feyh since date of C. H. Rosebrock's continuation, January 10, 1894.

There are no further conveyances.

Mortgages.

Lizzie Feyh and Henry Feyh her husband, Mortgage.
to
Standard Saving and Loan Association.
Same South Half lot 15. as described in caption.
To secure weekly dues, interest, premium and fines; 4 shares \$800.00.

Assessment for Kentucky Avenue Main Interceptor paid.

Taxes for 1894 amounting to \$12.12 not paid and now delinquent with penalty.

Indianapolis, Ind., June 11, 1895.

I find no further conveyances, nor unsatisfied encumbrances of record on tract as described in caption.

Search made in the recorder's Office, the Lis Pendens Records of Complaints and Attachments and Judgment Dockets of the Superior and Marion Circuit Courts; also Records of Street, Alley and Sewer Improvement Assessments in the City Comptroller's Office as certified to the Treasurer of Marion County, as said Records and Dockets are now entered up.

Newton Harris

#86 East Market Street.

264. p, 393
Jan. 24, 1894.

Lizzie Feyh
Henry Feyh
Standard Saving and Loan Association
Same South Half lot 15. as described in caption.
To secure weekly dues, interest, premium and fines; 4 shares \$800.00.

See 18-90
Green
Release noted Jan 18-90

Continuation of Abstract of Title to the South Half of lot 15. in Roset's Subdivision of parts of Out Lots 107 and 108. in the City of Indianapolis.

Prepared for Mrs. Lizzie Feyh since date of former continuation, June 11, 1895.

There are no further conveyances.

Mortgage.

292. p, 391. Henry Feyh and Mortgage.
June 18, 1895. Lizzie Feyh his wife,
Recorded to
June 28, 1895. Mutual Life Insurance Company of Indiana.
Same South Half lot 15. as described in caption.
To secure a loan of \$600.00

*Satisfied by release
filed Mar 23, 1898
W.S.*

Taxes and Municipal Assessments

33. p, 280. L. Feyh, Assessment.
Dec. 6, 1895. to
Sewer in Alley North of Coburn Street.
Same South Half lot 15. as above, \$16.93 in 10
annual installments with 6% p.a. interest payable semi-
annually: One Tenth of said principal sum being payable
in April of each year, and the interest being payable in
April and November of each year; said payments beginning
with April 1896.
One Installment of principal, and Three Installments
of semi-annual interest paid!!!

*pd in full
W.S.*

Taxes for 1896 paid.

Taxes for 1897 amounting to \$12.54 not paid.

*Amel Pd
W.S.*

Indianapolis, Ind., March 10, 1898.

I find no further conveyances, nor unsatisfied encumbrances of record on tract as described in caption.

Search made in the Recorder's Office, the Lis Pendens Records of Complaints and Attachments and Judgment Dockets of the Superior and Marion Circuit Courts; also Records of Street, Alley and Sewer Improvement Assessments in the City Comptroller's Office as certified to the Treasurer of Marion County, as said Records and Dockets are now entered up.

W.S.

Suite 229 Lemcke Building.

Continuation of Abstract of Title to the South Half of Lot 15, in Roset's Subdivision of parts of Out Lots 107 and 108 in the City of Indianapolis, reference being made to the recorded plat thereof as recorded in Plat Book 2, page 80 in the Office of the Recorder of Marion County, Indiana.

Prepared for W.T. Cannon, since date of former continuation, dated March 10, 1898.

There are no further conveyances.

Taxes for the year 1919, not paid.

Since Pd
9/10
MARION TITLE GUARANTY COMPANY
SINCE PAID
By *J. W. Cannon*

Taxes for the year 1920, now a lien.

Indianapolis, Indiana, April 20, 1920.

We find no further conveyances nor unsatisfied encumbrances of record on Lot as described in caption.

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

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

MARION TITLE GUARANTY COMPANY

J. W. Cannon
Manager

Continuation of Abstract of Title to the South half of Lot 15 in Roset's Subdivision of parts of Out Lots 107 and 108 in the City of Indianapolis, reference being made to the recorded plat thereof as recorded in Plat Book 2, page 80 in the Recorder's Office of Marion County, Indiana.

Prepared for W. T. Cannon, since date of April 20, 1920.

628 p. 109
Apr. 29, 1920.
Recorded
May 1, 1920.
-1-

Lizzie Feyh,
widow and unmarried
to
Arthur E. Carter and
Edna P. Carter,
husband and wife.

Warranty Deed.

The South half of Lot 15 in Roset's Subdivision of parts of Out Lots 107 and 108 in the City of Indianapolis as per Plat Book 2, page 80 of the records in the Office of the Recorder of Marion County, Indiana.
Subject to 1920 taxes due and payable in 1921.

--2-

There are no further conveyances.

-3-

Taxes for the year 1922, 1st installment paid,
2nd installment not paid,
payable in November 1923.

-4-

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

-5-

NOTE: No search made as to pending improvements in the Office of the Board of Public Works or Park Board.

Indianapolis, Ind., June 11, 1923.

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

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

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