

Final Opinion

Loan No. 20895

September 27, 1941

Mortgagor s Homer D. Eberhart and Elizabeth W. Eberhart,  
husband and wife,

Marion County, Indiana.

Fletcher Trust Company,  
Indianapolis,  
Indiana.

Gentlemen:

I am of the opinion that the attached abstract of title and exhibits therewith show a good, marketable fee simple title of record in the above mortgagors to land described in the mortgage executed to you as Trustee under last will and testament of Inez H. Howe, Deceased, dated August 28th, A.D. 1941. ~~xxx193~~, and said mortgage a first lien on said land, subject to current taxes and restrictions, grant of easement, etc.

*Thomas C. Batchelder*  
Attorney

LAW OFFICES

THOMAS C. BATCHELOR  
UNION TITLE BUILDING  
INDIANAPOLIS, INDIANA

August 14, 1941.

Fletcher Trust Company,  
108 N. Pennsylvania St.,  
Indianapolis, Indiana.

Gentlemen:

I have examined the title to the following described real estate in Marion County, Indiana, to-wit:

Lot 31 in Sherwood Village, an Addition to the Town of Meridian Hills as per plat thereof, recorded in Plat Book 25, page 385, in the office of the Recorder of Marion County, Indiana;

as said title is shown by an Abstract of Title containing 89 pages, certified to by the Union Title Company September 6, 1940, and two successive continuations thereof, from said date, certified by said Union Title Company on November 8, 1940, and August 4, 1941, respectively, containing respectively 2 and 5 pages, together with certain addenda attached to said abstract and said continuations thereof.

From such examination, I am of the opinion that said abstract and said continuations thereof show that on the date last above mentioned the fee simple title to said real estate was in Homer D. Eberhart and Elizabeth W. Eberhart, husband and wife, as tenants by the entireties, subject to the following:-

1. The title of the present owners is derived by deed of special warranty from Fletcher Trust Company, dated November 7, 1940, and recorded November 13, 1940, in Town Lot Record 1048, page 102, as the same appears at Entry #3 of the last continuation, but the abstract shows that the said Fletcher Trust Company held title not pro se, but as Trustee under and by virtue of that certain deed executed by Elmer W. Stout, to its predecessor, Fletcher Savings & Trust Company, as Trustee, May 1, 1922, and recorded May 3, 1922, in Land Record 73, page 30, as the same appears at Entry #62, page 58, of said abstract; and the deed so as aforesaid executed by it to the said Eberharts should have executed as Trustee under the trusts created by the Stout deed.

2. Attention is also called to the fact that the land deeded to the Fletcher Savings and Trust Company as Trustee by said Elmer W. Stout, was platted by the Fletcher

Trust Company, as owner pro se, and not as Trustee, as shown by Entry #76, page 82, of said abstract, and I suggest that a confirmation of said plat should be placed of record by it as Trustee.

3. At No. 65, page 60, is shown an action to quiet title, instituted by Fletcher Trust Company pro se, and not as Trustee, by reason of which fact the efficacy of said action to clear the real estate of the claims and demands of the defendants might be questioned. The abstract, however, shows no right, title or interest in the defendants to this action, rendering necessary an action to quiet title against them, but the filing of the action is notice that said defendants were asserting a claim of some kind, though whether it related to the captioned real estate does not appear.

4. Conditions, restrictions and covenants contained in the instrument filed by the Fletcher Trust Company in connection with the plat of Sherwood Village as shown at Entry #76, page 82, of the abstract.

5. Notice of Mechanic's Lien filed by William F. Steck versus Homer D. Eberhart, et al, May 13, 1941, and recorded May 13, 1941, in Miscellaneous Record 321, page 300, as Instrument No. 22047, for the sum of \$27.00.

6. Second Installment of taxes for the year 1940, payable in November, 1941.

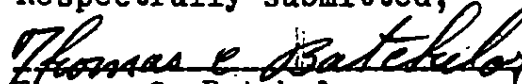
7. Taxes for the year 1941, payable in May and November, 1942.

8. At Entry #77, page 86, of the abstract, appears a right-of-way grant from Esther J. Hahn to Broad Ripple Oil and Gas Company, its successors and assigns, for gas main or pipe line, dated February 18, 1897, and recorded June 19, 1897, in Land Record 32, page 148,

It appears from the abstract that the grantor was a second childless wife of Lorenzo Vanseyoc, who held title at his death, that the grantor is now deceased, and that at the time of her death there were grandchildren of her said deceased husband living, I am of the opinion that if any right whatsoever passed to the grantee under said grant, it ceased and terminated at the death of the said Esther, and the grandchildren took the land free therefrom. There is, however, the possibility that such right-of-way may now have been acquired by prescription, and a showing should be made that no pipe line has been maintained by said Broad Ripple Oil and Gas Company within the confines of the captioned real estate.

9. Federal judgment search to July 30, 1941 only.

Respectfully submitted,

  
Thomas C. Batchelor

No. 201735

# ABSTRACT OF TITLE

TO

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Lots 1 to 35, both inclusive, and Block "A" in "Sherwood Village", an Addition to the Town of Meridian Hills, in Marion County, Indiana, as per plat thereof, recorded in Plat Book 25, page 385, in the office of the Recorder of Marion County, Indiana.

Lots 1, 24, 25 and Block "A" subject to Easement to Indiana Railroad as shown in Town Lot Record 1041 page 82.

Prepared for WARREN M. ATKINSON.

BY

## UNION TITLE COMPANY

INCORPORATED

INDIANAPOLIS, INDIANA

CAPITAL STOCK, \$1,000,000.00

UNION TITLE BUILDING

122 E. MARKET STREET

LINCOLN 5361 - 5362 - 5363

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

REILLY C. ADAMS  
HOWARD C. BRIDLEY  
ARTHUR V. BROWN  
FRED COONS  
WILLIS N. COVAL  
LINTON A. COX  
JAMES B. CRUSE  
FRED C. DICKSON  
GEORGE E. ELLIOTT

Geo. C. FORNEY, JR.  
GEORGE A. KINN  
DICK MILLER  
J. EDWARD MORRIS  
FRANK W. MORRISON  
NORMAN PERRY  
G. N. THOMPSON  
JOHN F. WELCH  
C. N. WILLIAMS

JOHN 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 coveynance 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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Tract Book  
Sept. 19, 1822

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The United States of America                      Original Entry  
to  
James Bonnell  
South West 1/4 Section 25, Township 17 North,  
Range 3 -, containing 147-50/100 acres.

Land Record  
59 page 85  
Aug. 5, 1823  
Recorded  
Jan. 24, 1914

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The United States of America,                      Patent  
to  
James Bounel, and his  
heirs and assigns.  
The North 1/2 of the South West 1/4 of Section  
35, Township 17, - of Range 3 - in the District of  
Brookville and State of Indiana, containing 66.50  
acres, according to the official plat of the survey  
of the said lands returned to the General Land Office  
by the Surveyor General.

Land Record  
55 page 190  
Aug. 5, 1823  
Recorded  
July 3, 1911

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The United States of America                      Patent  
to  
James Bonnell, his heirs and  
assigns.  
The South 1/2 of the South West 1/4 and part  
of South East 1/4 West of White River of Section  
25, in Township 17 - of Range 3 -, in the District of  
Brookville and State of Indiana, containing 81  
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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James Bounel died testate -----.

Will Record  
 "A" page 149  
 Probated  
 Sept. 16, 1836

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LAST WILL AND TESTAMENT OF JAMES BOUNEL, DECEASED.  
 IN THE NAME OF GOD, AMEN.

KNOW ALL MEN BY THESE PRESENTS: That I, James Bounel of the County of Marion, State of Indiana, knowing the uncertainty of life and being of sound mind and memory do make and publish this my last Will and Testament revoking all others.

To my eldest son Ellis I have given four hundred dollars in land where he now lives as his part of real estate.

To my daughter Martha Metsker I give \$200.00, \$100 of which she has received.

To my daughter Frances Watts I give two hundred dollars, \$100.00 of which she has received.

— Mary Ann Bounel my youngest daughter, I also give \$200.00, she not having received any portion of my estate.

To my son Ezra Bounel I give and bequeath my farm on which I now reside.

To have and to hold the same by virtue of this my last Will with this exception, that my wife Elizabeth is to have her living and sustenance without any molestation on the place during her life or widowhood, but if should she marry I then direct that she shall have \$100.00 in property that she may select at valuation by my Executor or Administrator. And if she remains a widow she is to have the management of the property until my son Ezra arrives to lawful age. My personal property to remain unsold until my wife's death. I then direct that it shall be sold and the money equally divided among all the above named heirs.

In Testimony Whereof, I have hereunto set my hand and seal this 7th of June 1836.

James Bounel

In the presence of A. Bowen,  
 John Burroughs.

IN THE PROBATE COURT OF MARION COUNTY

Index of Estates  
 A-L Estate #217  
 Complete Record  
 2 page 164

IN THE MATTER OF THE ESTATE OF JAMES BUNNEL,  
 DECEASED.

September 15, 1836. Elizabeth Bunnel and Elias Bunnel were appointed and qualified as Executrix and Executor, respectively, of the last will and testament of James Bunnel, deceased.

See Order Book B page 201.

November 11, 1839, Estate closed.

See Order Book B page 183.

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Marriage Record  
1 page 64  
March 2, 1828

Martha Bounel,  
to  
John Metsker.

Marriage

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Marriage Record  
1 page 165  
March 15, 1832

Frances Bounel,  
to  
Aaron A. Watts.

Marriage

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Land Record  
"P" page 11  
June 15, 1844  
Recorded  
June 27, 1844

Quit Claim Deed  
/ Ellis Bounel and  
Elizabeth Bounnel, his wife,  
(Signs Elizabeth her "X" mark  
Bounel) in presence of Archibald  
Burrows, and W. H. H. Robert,  
Aaron Watts, and Frances  
Watts, his wife, John  
/ Metsker, and Martha Metsker,  
his wife, Henry Metsker,  
Mary Ann Metsker, his wife,  
to  
/ Ezra Bounell.

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WHEREAS, by the last Will and Testament of James Bounel late of the County of Marion and State of Indiana, deceased, he the said James Bounel gave and bequeath unto the said Ezra Bounel the farm of him the said James Bounel on which he then at the time of executing said Will lived, it being the North 1/2 of the South West 1/4 (of Section 25) and the South 1/2 of the South West 1/4 of Section 25, Township 17 North, Range 3 East, containing 147-50/100 acres, the said Ezra to have and to hold the same by virtue of said last Will and Testament with the exception and limitation in the said Will named, viz: That Elizabeth Bounnel the wife of the said James Bounel should have her living and sustonance without any molestation on the place during her life or widowhood. And where-

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as doubts have arisen whether or not by the terms and conditions of the said last Will and Testament the fee simple in and to the said several tracts or parcels of land herebefore set forth passed to and invested in the said Ezra Bounel and his heirs and assigns forever and whereas it was the intention of the said James Bounel at the time of making and executing the said last Will and Testament to convey and pass thereby to the said Ezra and his heirs and assigns forever the fee simple and entire estate in and to the said tracts or parcels of land aforesaid subject only to the reservation aforesaid in favor of the said Elizabeth Bounel and so continued the intention and full purpose of the said James from the making of said last Will and Testament until and at the time of his death.

Therefore this indenture further witnesseth that the said party of the first part hereunto all of whom are heirs and legatees of the said James Bounel deceased, in consideration of the sum of \$1.00 to them in hand paid by the said party of the second part quit claim unto the said Ezra Bounel and his heirs and assigns forever all the estate right, title interest claim or demand either at law or in equity which they the said party of the first part or any or either of them had, have or could have in and to the said lands and premises or any part thereof or which upon the death of the said Ezra would or in any manner whatever could descend to and invest in them or either of them.

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We find no record of death nor administration on the estate of Elizabeth Bounell, deceased, in Marion County, Indiana.

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Ezra Bunnell died -----.



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IN THE PROBATE COURT OF MARION COUNTY

Index to Estate  
A-L Estate #843  
Complete Record  
2 page 449

IN THE MATTER OF THE ESTATE OF EZRA BUNNELL,  
DECEASED.

January 15, 1852. Susan Bunnell was appointed  
and qualified as Administratrix of the estate of  
Ezra Bunnell, deceased. See Order Book 6 page 593.

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April 15, 1853. Estate closed.  
See Order Book 7 page 248.

(Note: Said decedent left surviving the follow-  
ing named heirs; Susan Bunnell, his widow and  
Martha, Harriet and James Ellis Bunnell, his child-  
ren.)

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We find no record of the marriage of Martha Bunnell  
to Oliver Gard in Marion County, Indiana.

Land Record  
45 page 572  
Jan. 10, 1906  
Recorded  
Jan. 27, 1906

STATE OF INDIANA, COUNTY OF MARION, SS:

Oliver Gard, being duly sworn, on oath says  
that he has known of the South West 1/4 of Section  
25, Township 17 North, Range 3 East, for the past  
40 years, and has lived in Clinton County, Indiana,  
and was acquainted with Mrs. Martha Gard, Mrs.  
Harriet Brandon and Mrs. Susan Thompson, who once  
owned a portion of said Quarter Section.

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That Martha and Harriet, aforesaid were  
daughters of Ezra Bunnell who died November 18<sup>th</sup>,  
1851 and said Susan was the widow of said Ezra  
Bunnell. That Martha intermarried with Oliver  
Gard prior to August 9<sup>th</sup>, 1865, and was his wife  
on said date. That Harriet intermarried with  
Joseph F. Brandon prior to January 2<sup>nd</sup> 1869, and  
was his wife on that date and that Susan inter-  
married with Benjamin Thompson, prior and to  
January 2<sup>nd</sup>, 1869 and was his wife on said date.

And further deponent saith not.

Oliver Gard

Subscribed and sworn to before me a Notary  
Public this 10th day of January 1906.

Henry C. Sheridan (LS)  
Notary Public

My Commission expires March 11, 1907.

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Land Record  
"MM" page 496  
Aug. 9, 1865  
Recorded  
Aug. 9, 1865

Oliver Gard, and  
Martha Gard, his wife  
of Clinton County in  
the State of Indiana  
to  
Stephen Comer.

Warranty Deed

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The one equal undivided 1/3 part of the South West 1/4 of Section 25, Township 17 North, Range 3 East, (whole tract containing 147-1/2 acres, more or less.) The part thereof hereby conveyed being the same which said Martha Gard (late Martha Bonnell and daughter and heiress of Ezra Bounnell deceased) inherited from her said father Ezra Bounnell deceased (subject to the dower estate therein of Susan Thompson as the widow of said Ezra Bounnell, deceased).

Land Record  
"PP" page 416  
Apr. 2, 1867  
Recorded  
Apr. 2, 1867

Stephen Comer, and  
Matilda Comer, his wife  
to  
Ira Sharpe

Warranty Deed

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The one equal undivided third part of the South West 1/4 of Section 25, Township 17 North Range 3 - (whole tract containing 147-1/2 acres more or less) the part hereby conveyed being the same conveyed to the grantee by Oliver Gard, Martha Gard, his wife, on August 9, 1865, said Martha Gard inherited it from her father Ezra Bounnell, deceased.

This conveyance is made subject to the dower of Susan Thompson as the widow of Ezra Bounel, deceased.

Land Record  
"QQ" page 523  
Jan. 6, 1869  
Recorded  
Jan. 7, 1869

Ira Sharpe, and  
Maria Sharpe, his wife  
to  
Reuben Bonnell.

Warranty Deed

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One equal undivided 1/3 part of the South West 1/4 of Section 25, Township 17 North of Range 3 - (whole tract containing 147-1/2 acres more or less) the property hereby conveyed being the same property inherited by Martha Gard as daughter and heir at law of Ezra Bonnell, deceased and by her and Oliver Gard, her husband conveyed to Stephen Conner who conveys

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it by Warranty Deed to the grantee herein on April 2, 1867 and recorded in Land Record "PP" page 416.

This deed is made subject to the dower of Susan Thompson as widow of said Ezra Bonnell, deceased.

Land Record  
"SS" page 7  
Jan. 2, 1869  
Recorded  
Jan. 1, 1869

Susan Thompson, and  
Benjamin Thompson, her  
husband, Harriet Brandon, and  
Joseph F. Brandon, her  
husband, of Howard County,  
State of Indiana,

Warranty Deed

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to  
Reuben Bunnell.

All our right, title and interest in and to the North 1/2 of the South West 1/4 and the South 1/2 of the South West 1/4 of Section 25, in Township 17 North, in Range 3 East, containing 147-53/100 acres.

Land Record  
"WW" page 110  
Nov. 25, 1872  
Recorded  
Nov. 25, 1872

James E. Bonnell, unmarried,  
to  
Reuben Bonnell.

Warranty Deed

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The one equal undivided third part of the South West 1/4 of Section 25, Township 17 North, Range 3 East, (the whole tract containing 147-1/2 acres, more or less) the property hereby conveyed being the same property inherited as son and heir at law of Ezra Bonnell, deceased, (late of Marion Co.).

This deed is made and the grantee accepts the same subject to the dower of Susan Thompson as widow of said Ezra Bonnell, deceased.

Land Record  
"WW" page 185  
Nov. 28, 1872  
Recorded  
Jan. 7, 1873

Reuben Bonnell, and  
Asenath Bonnell, his wife,  
to

Warranty Deed

Lorenzo VanScyoc.

The South West 1/4 of Section 25, in Township 17 North of Range 3 -, 147-50/100 acres, more or less.

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Misc. Record  
137 page 207  
Feb. 26, 1908  
Recorded  
Apr. 30, 1923

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STATE OF INDIANA, MARION COUNTY, SS:

Asenath Bunnel being first duly sworn upon her oath states that she is the same person who joined with her husband in the execution of a certain deed recorded in Land Record "WV" page 185, whereby they conveyed to Lorenzo Van Scyoc, the south west 1/4 of section 25, township 17 - range 3 east, containing 147-1/2 acres more or less, in Marion County, Ind.

Affiant further states that said Rueban Bunnel one of the grantors in deed above referred to was a grandson of James Bunnel, who originally entered said land from the United States Government September 19th, 1822, as shown by tract book, and was son of Ellis Bunnel the oldest son of said James Bunnel. Affiant further states that Elizabeth Bunnel the widow of said James Bunnel remained the widow of said James Bunnel until her death and made her home with her son Ezra, he being the grantor in a deed recorded in Record P.P. page 11 said grantor- and grantees Ellis Bunnel, Francis Watts, Martha Metsker and Mary Ann Metsker, being the sole and only heirs of said James Bunnel except his mother Elizabeth above referred to. Affiant further states that Ezra Bunnel above referred to, died leaving as his sole and only heirs, Martha Gard, grantor in deed recorded in deed record M.M. page 496. His widow who afterwards married Benjamin Thompson and who is one of the grantors in deed recorded in deed record S.S. page 7 Harriet Brandon, grantor in deed recorded in deed record S.S. page 7, and James E. Bunnel, grantor in deed recorded in deed record "W.W." page 110. Affiant further states the Bunnel name was spelled in many different ways and where it is spelled differently in any of the proceedings or conveyances above referred to, of the records of Marion County, Indiana, or in abstract of title to which this affidavit is attached are connected with the Bunnel family and are the same persons who ever at any time held interest in land above referred to. That my said husband originally spelled his name Bounnell, but later years dropped the "O".

(Signed) Asenath Bunnel.

Subscribed and sworn to this 26th day of February 1908.

Charles T. Williams (LS)  
Notary Public

My Commission Expires May 8, 1909.

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Lorenzo VanScyoc died intestate September 2, 1876.

IN THE MARION CIRCUIT COURT

Estate Docket  
2 page 3219

IN THE MATTER OF THE ESTATE OF LORENZO VANSKYOC,  
DECEASED.

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October 20, 1876. James Mustard was appointed and qualified as administrator of the estate of Lorenzo Van Scyoc, deceased.

See Order Book 43 page 29.

September 24, 1881, Verified final report filed, approved and estate closed.

See Order Book 58 page 171.

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By Quit Claim Deed dated April 25, 1878 and recorded May 18, 1878 in Land Record 4 page 410 Esther J. VanScyoc, widow of Lorenzo VanScyoc, deceased, she being unmarried and the widow of said Lorenzo by a second marriage and without children by him conveyed to Almira Mustard daughter and only child of said Lorenzo by a former marriage, WITNESSETH: That to confirm unto said Almira Mustard the partition this day made between said Esther VanScyoc and said Almira Mustard of the real estate of which said Lorenzo died seized situated in said County of Marion, said Esther J. VanScyoc hereby conveys and forever quit claims unto said Almira Mustard her heirs and assigns forever the following described tract or parcels of land to wit:

A tract of land described as follows, to wit: The South West 1/4 of Section 25 in Township 17 North of Range 3 East containing 147-1/2 acres, more or less except 85 acres on the South end of said described real estate conveyed to Esther J. Van Scyoc during her natural life, said tract of land lies in Marion County, State of Indiana.

(And other real estate.)

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Land Record  
4 page 503  
April 24, 1878  
Recorded  
June 22, 1878

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QUIT CLAIM DEED

Almira Mustard, daughter and only child of Lorenzo VanScyoc late of Marion County, State of Indiana, deceased, by a former marriage and James Mustard, her husband, of the first part and Esther J. Vanscyoc, widow of said Lorenzo Vanscyoc, by a second marriage without children by him of the second part,

Witnesseth that to confirm the partition of the real estate of which said Lorenzo died seized in fee simple this day made between said Almira Mustard and said Esther J. Vanscyoc and Almira Mustard and James Mustard her husband hereby conveys and Quit Claims unto said Esther J. Vanscyoc and her assigns during her natural life the following real estate in Marion County, State of Indiana, towit:-

A tract of land described as follows towit:-  
Commencing at the Southwest corner of the South West 1/4 of Section 25, in Township 17 North of Range 3 East, thence North along the West line of said quarter 77 rods, thence East to White River, thence in a Southeasterly direction down White River to the South line of said Quarter Section, thence West to the place of beginning, containing 85 acres, more or less, and other real estate.

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By Deed dated January 18, 1882, recorded January 8, 1886, in Land Record 17, page 417, James Mustard and Almira Mustard, his wife, conveyed to The Louisville New Albany and Chicago Railway Company, its successors and assigns, a strip of land 80 feet in width being 40 feet on each side of the center line of the railroad track of the said railway Company as now located and constructed, said strip of

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land lying and being in the South 1/2 of the North West 1/4 and the South West 1/4 of Section 25, Township 17 - Range 3 East - Principal Meridian, in the County of Marion State of Indiana, 76 rods of the South end of said strip is subject to the natural life time dower of Mrs. Esther J. Hahn (formerly Van Scyoc).

It is agreed by the party of the second part that they will make two farm crossings at places to be designated by the party of the first part and to erect and forever maintain a good fence along said strip.

Marriage Record  
17 page 361  
Jan. 5, 1882

Esther Vanscyock,  
to  
Joseph E. Hahn.

Marriage

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Marriage Record  
29 page 208  
Jan. 12, 1898

Esther Hahn,  
to  
Henry Whiting.

Marriage

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By Quit Claim Deed dated June 7, 1882, and recorded January 8, 1886, in Land Record 17 page 418, Hester J. Hahn, (Signs Esther J. Hahn) and Joseph E. Hahn, her husband conveyed to The Louisville New Albany and Chicago Railway Company. A strip of 80 feet in width being 40 feet on each side of the center line of the railroad track of the said railway company, as now located and constructed, said strip of land lying and being in the South West 1/4 of Section of Section 25, Township 17 - Range 3 East.

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Land Record  
35 page 186  
June 22, 1899  
Recorded  
June 30, 1899

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Almira Mustard,  
James Mustard,  
her husband,  
to  
Henry M. Hessong,  
Trustee.

Warranty Deed

WHEREAS, Almira Mustard is of feeble health and physically unable to care for her landed interest and is desirous of placing the same in the hands of a Trustee to care therefor during the life of said Almira Mustard for her benefit and to dispose of the fee simple upon termination of said life estate, Almira Mustard and James Mustard, her husband, convey and warrant to Henry M. Hessong, Trustee for and during the life of said Almira Mustard upon the trust hereinafter named with remainder in fee simple to the children hereinafter named, the following described real estate in Marion County, to-wit:-

The South West 1/4 of Section 25, Township 17 North, of Range 3 East, containing 147-1/2 acres, except 85 acres off of the South end of said tract, also 85 acres more or less, described as follows: Commencing at the South West 1/4 of Section 25, same Township and Range aforesaid, thence running North along the West line of said Quarter 77 rods, thence East to White River, thence in a Southeasterly direction down White River to the South line of said 1/4 Section, thence West to the place of beginning, and other real estate.

The said parcels last named of 11 acres, 85 acres and 86-1/4 acres being subject to the life estate of Esther Whiting, the remainder in fee simple to go to Ella F. Shanton, Mary E. Harcourt, Rebecca J. Hessong, Cora E. Hessong, Fannie F. Johnson and Josie M. Dodd, children of the grantors. Possession to commence after the termination of the said life estate herein provided for. The said Trustee herein provided for to receive the rents and profits accrued, accruing and to accrue from the said real estate aforesaid, the said Trustee and his



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successors or successors in office to take charge of said real estate, rent the same, collect the rents and profits therefrom now accrued and outstanding or which may hereafter accrue and in all things to manage and handle said property as such Trustee to pay taxes, assessments and other liabilities to which land may be subjected or for which it may be liable, also out of the rents and profits of said property to pay for the support, maintenance and care of the said Almira Mustard as benefits her condition in life, the said Trustee in the control of the said property to be free from the interference dictation or control of any person or persons save and except that he may consult with the said Almira Mustard concerning the management of the same, said trust is to continue for and during the life of the said Almira Mustard. It is further understood and contemplated that the active duties the trustee herein named shall not commence as to the Whiting property hereinbefore named until the termination of the life estate of which the same is now subject, unless it is necessary to protect the same. It is also further understood that in the event the estate of James Mustard one of grantors herein, shall not be sufficient to maintain him in his old age and it shall become necessary that he be supported or assisted then in that event the said grantees hereinbefore named of the remainder in fee simple shall care for and support him and they obligate themselves to do so. It is covenanted that in the event of the death of the grantor, the said Almira Mustard before the death of Esther Whiting, then and in that event the remainder in fee simple of so much of said property as is now in the possession of the said Esther Whiting shall be vested in interest in the said grantees hereinbefore named with right of possession immediately upon the termination of the life estate of the said Esther Whiting.

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Almira Mustard died June 9, 1900 as appears at a subsequent entry herein.

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NOTE: No letters of administration issued in the Clerk's office of Marion County, Indiana, upon the estate of Almira Mustard, deceased. No will of said decedent filed for probate in said County.

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Josie M. Dodd died July 28, 1900 as appears at a subsequent entry herein.

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NOTE: No letters of administration issued in the Clerk's office of Marion County, Indiana, upon the estate of Josie M. Dodd, deceased. No will of said decedent filed for probate in said County.

Misc. Record  
149 page 558  
Feb. 28, 1908  
Recorded  
June 11, 1924

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STATE OF INDIANA, MARION COUNTY, SS:

Frank Dodd being duly sworn on his oath states that Elmira Mustard, the grantee in a certain deed executed by Esther J. VanScyoc, widow of Lorenzo VanScyoc, recorded in Land Record 4 page 410 in the office of the Recorder of Marion County, Indiana, was the daughter of said Lorenzo VanScyoc and said Esther J. VanScyoc, was the childless second wife of said Van Scyoc.

He further states, that Elmira Mustard died June 9, 1900 and she left surviving her, as her sole and only heirs, her husband, James Mustard and her children Ella E. Shanton, Mary E. Harcourt Rebecca J. Hessong, Cora E. Hessong, Fannie F. Johnson, and Josie M. Dodd, the said Josie M. Dodd being the wife of this affiant.

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He further states that Josie M. Dodd, his wife, died July 28, 1900 and left surviving her as her sole and only heirs, this affiant and one child. This child died shortly after its mother.

He further states that all the above named heirs joined in a certain conveyance that is recorded in Land Record 42 page 48 in the office of the Recorder of Marion County, whereby they conveyed real estate therein described to this affiant except James Mustard, and he had before that time as shown by land record 35 page 186 in the office of the Recorder of Marion County, divested himself of his interest therein.

This affiant further states there was no administration on his wife's estate for the reason that she was not in debt. He states the expenses of her funeral and last sickness have been paid. She left no debts of any description whatever at time of her death.

Affiant also states that a judgment for costs against him, shown on the continuation of W. M. Coval & Sons, rendered in Cause #76967 in the Superior Court of Marion County, Indiana, in favor of Ella F. Stanton, et al, as shown by Order Book 276 page 502 in a judgment against him for costs in a partition suit brought by him affecting other land than that now to be conveyed to John W. Stroh, and has or will perfect an appeal to the Appellate Court from the decision rendered in that cause. And if the judgment should finally be adjudicated to be against him, then he will pay same.

Affiant also states that as shown by deed recorded in Land Record 35 page 186 on June 30, 1899, being the deed set out at paragraph #33 of the abstract now furnished said Stroh, he accepted the conveyance from Elimira Mustard and husband to Henry Hessong, trustee upon the understanding and agreement set forth therein in regard to maintaining him in his old age if it should become necessary. He states that the land now conveyed to said Stroh is affected only one twelfth part of the amount needed to support said Mustard if it should become necessary as the other twelfth rests upon the land in controversy in the partition suit herein mentioned. He states that said James Mustard is about seventy-five years old. He has other means and property of his own that this affiant thinks is ample to keep him from want. And this affiant does not expect to ever be called upon to make any contribution to his support, but if this demand is made he will carry out and pay his part of the agreement with James Mustard.



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James Mustard died intestate May 25, 1916.

IN THE PROBATE COURT OF MARION COUNTY.

Estate Docket  
49 page 14476

IN THE MATTER OF THE ESTATE OF JAMES, MUSTARD,  
DECEASED.

June 7, 1916. John Harcourt was appointed  
and qualified as Administrator of the estate of  
James Mustard, deceased.

See Order Book 40 page 125.

April 30, 1918. Verified final report filed.

May 14, 1918. Proof of publication of final  
notice filed.

June 1, 1918. Proof of posting of final  
notice filed, final report approved and estate  
closed.

See Order Book 50 page 156.

NOTE: Entry on final report reads as follows:  
The Court having examined said report, finds  
that more than one year has elapsed since the  
granting of letters of administration in said  
estate and the giving of notice thereof, and that  
all of decedent's debts have been paid and dis-  
charged, and that said decedent left surviving  
the following and only heirs:

Mary E. Harcourt, Ellen F. Huguen, Rebecca J.  
Hessong, Cora E. Hessong, and Fannie F. Johnson  
children of said decedent. That said Fannie F.  
Johnson died subsequent to the death of said  
decedent leaving surviving her Walter S. Johnson,  
husband, Alma Johnson and Harold Johnson minor  
children of said Fannie F. Johnson that the above  
named Ellen F. Huguen was indebted to said estate  
on account of two promissory notes executed  
during the life of said decedent each of said  
notes being in the sum of \$500.00. That said  
Ellen F. Huguen also had a claim against said  
estate, that the above named Administrator with  
the consent of said heirs settled said claim by  
surrendering the two promissory notes to Ella  
F. Huguen; said Ella F. Huguen accepted said  
notes in full and final settlement; that a copy  
of said settlement is attached to final report  
and marked Exhibit "A", that after the payment of  
all debts and liabilities of said estate the  
balance thereof was properly distributed among  
the above named heirs, excepting that the share  
of Fannie F. Johnson was paid to her heirs; that  
the legally appointed Guardian of said minor child  
received for her distributive share; that said  
estate has been fully settled and administered  
upon as shown by said report and vouchers filed

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therewith; that no inheritance tax was assessed against said estate, and the Court further finds that said final report should be approved and said Admr. be discharged.

It is now ordered and decreed that said report be in all things approved and confirmed, and said Admr. be discharged.

Misc. Record  
209 page  
Inst. #12807  
Oct. 25, 1928  
Recorded  
Apr. 1, 1929

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STATE OF INDIANA, COUNTY OF MARION, SS:

Richard M. I. Griffith, being duly sworn on oath says that he is well acquainted with one, Ella F. Hughen and has been acquainted with her for more than eighteen years and has acted as her attorney during most of said period. Affiant further says that the said Ella F. Hughen was the same person as Ella F. Shanton who was grantee in a certain deed recorded in Town Lot Record 510 page 66 in the Recorder's office of Marion County, Indiana, and conveyed the same real estate away with her husband under the name of Ella F. Hughen, as shown by a certain deed recorded in Town Lot Record 558 page 252 in said Recorder's Office.

Affiant further says that at the time the real estate above referred to was conveyed to said person, she was an unmarried woman and that her name was Ella F. Shanton and that before she conveyed the same away, she inter-married with one B. R. Hughen and that affiant is familiar with the facts of her marriage but does not have access to any records which would establish the date of her marriage to said Hughen.

Further affiant saith not.

Richard M. L. Griffith.

Subscribed and sworn to before me this 25th day of October, 1928.

D.T. Elward, (LS)  
Notary Public.

My commission expires March 26th, 1932.

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Misc. Record  
137 page 208  
Apr. 30, 1923  
Recorded  
Apr. 30, 1923

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STATE OF INDIANA, MARION COUNTY, SS:

William Dawson upon oath says that he is a resident of Marion County, Indiana, and is assessor of Washington Township, said County. That he knew James Mustard during his lifetime who was the husband of Almira Mustard, who on June 22, 1899, deeded certain real estate to Henry M. Hessong, Trustee, as appears in Land Record 35 page 186 in the office of the Recorder of Marion County, Indiana; that said James Mustard has been dead 10 years or more and died solvent and with means and affiant is reasonably sure that any debts he may have had in his life time are long since paid.

Further affiant saith not.

(Signed) William Dawson.

Subscribed and sworn to this April 30, 1923.

William W. Hammond, (LS)

Notary Public.

My Commission expires November 11, 1924.

(SHOWN FOR REFERENCE ONLY)

Land Record  
41 page 446  
June 5, 1903  
Recorded  
June 6, 1903

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Henry M. Hessong, Trustee  
and Minnie F. Hessong,  
his wife,

Quit Claim Deed

to

Ella F. Shanton,  
Rebecca J. Hessong,  
Cora E. Hessong,  
Mary E. Harcourt,  
Fannie F. Johnson, and  
Frank Dodd, as tenants in  
common, share and share alike.

The West 1/2 of the North East 1/4 of Section 35, Township 17 North Range 3 East, containing 70 acres, more or less, also the South West 1/4 of Section 25, Township 17 North, Range 3 East, containing 147-1/2 acres, except 85 acres off of the South end of said tract, also the South 1/2 of the North West 1/4 of Section 25, Township 17 North, Range 3 East, containing 70 acres, more or less, except 15 acres off of the West end thereof, the aforesaid property being more particularly described in a deed to Almira Mustard, recorded in Land Record 4 page 410, recorded in the Recorder's Office of Marion County, Indiana,

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WHEREAS, on the 22nd day of June 1899, Almira Mustard and James Mustard, executed a certain conveyance and created a certain trust as to certain real estate more particularly described in said conveyance and trust agreement which said instrument was recorded in the Recorder's Office of Marion County, Indiana, on June 30, 1899, in Land Record 35 page 186, and; Whereas, the said Almira Mustard therein named, departed this life on June 9, 1900, and Whereas, on or about the 9th day of July, 1900 a certain memorandum of agreement was duly signed by the parties to the same named which the following is a true copy to wit: "This memorandum witnesseth that, Whereas, on the 22nd day of June, 1899, Almira Mustard and James Mustard executed a certain conveyance and created a certain trust as to certain real estate more particularly described in said conveyance and trust agreement which said instrument was recorded in the Recorder's Office of Marion County, on the 30th day of June, 1899, in Land Record 35 page 186, and Whereas, the said Almira Mustard therein named, departed this life on June 9, 1900, and Whereas, it is for the mutual benefit of the parties hereto, to continue Henry M. Hessong as Trustee for the purpose hereinafter named.

NOW THEREFORE, We, Mary E. Harcourt, John R. Harcourt, her husband, Rebecca J. Hessong, Thomas P. Hessong, her husband, Cora E. Hessong, Frank E. Hessong, her husband, Fannie F. Johnson, Walter S. Johnson, her husband, Josie M. Dodd, Frank Dodd, her husband, Ella F. Shanton, and Alvin C. Shanton, her husband, do hereby agree each with each and each with all that said Henry M. Hessong shall be continued as Trustee to administer the same property described in said trust agreement and to rent the same, collect the rents and out of the rents and profits to pay the taxes thereon the doctors bill to Dr. McDonald, incurred by Almira Mustard, subsequent to June 22, 1899, the Liabilities for attorneys fees to Wilson and Townley for legal services heretofore incurred in the sum of \$100.00 also to pay for the services of Henry M. Hessong, Trustee, and after the payment of the foregoing then to pay the further sum of \$300.00 to a Trustee in trust for the benefit of the Pleasant View Lutheran Church of Marion County, Indiana, of which said Almira Mustard was a member and this is paid at her request the said fund of \$300.00 is to be loaned out or judiciously invested by the Trustee of said Church and the interest or profits from the same to be appropriated and applied as far as the same may avail to the salary of the Minister of said Church. The said trust of Henry M. Hessong, to



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Land Record  
45 page 188  
Aug. 8, 1905  
Recorded  
Sept. 9, 1905

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Fannie F. Johnson, and  
Walter S. Johnson, her  
husband,

Quit Claim Deed

to  
Ella F. Shanton;  
Mary E. Harcourt,  
Rebecca J. Hessong, and  
Cora E. Hessong, as  
tenants in common.

A part of the South West 1/4 of Section 25, in Township 17 North of Range 3 East, described as follows:- Commencing at the Southwest corner of the South West 1/4 of Section 25, Township 17 North of Range 3 East, thence North along the West line of said Quarter, 77 rods; thence East to White River, thence in a Southeasterly direction down White River to the South line of said Quarter Section, thence West to the place of beginning, and other real estate.

The grantor derived her title to the above described real estate in the following manner, to wit:-

Lorenzo VanScyoc died intestate in Marion County, State of Indiana, on the 2nd day of Sept., 1876, the owner in fee simple of the above described real estate and other real estate, and leaving surviving him as his sole and only heirs at law, his wife Esther J. VanScyoc, his second childless wife, and a child Almira Mustard formerly VanScyoc, by his first wife.

That afterwards, to wit:- On the 24th day of April, 1878, the above described and other real estate was set off to said Esther J. VanScyoc in fee simple for and during her natural life, in full of her interest in the estate of said Lorenzo Van Scyoc, deceased.

That afterwards said Esther J. VanScyoc intermarried with one Joseph E. Hahn and that afterwards said Joseph E. Hahn died leaving his wife said Esther J. Hahn, formerly Van Scyoc, surviving him, and that afterwards said Esther J. Hahn, formerly VanScyoc intermarried with one Henry Whiting; and afterwards to wit:- On the 29th day of March 1905, said Esther J. Whiting formerly Hahn formerly VanScyoc, died leaving surviving her, according to law, as her forced heirs, by virtue of her being the surviving second childless wife of Lorenzo VanScyoc deceased the following named persons, to wit:-

The grantor herein, said Fannie F. Johnson, formerly Mustard, and the grantees herein, said Ella F. Shanton, formerly Mustard, said Mary F. Harcourt, formerly Mustard, said Rebecca J. Hessong formerly Mustard and said Cora E. Hessong, formerly Mustard, said Fannie F. Johnson, Ella E. Shanton, Mary E. Harcourt, Rebecca J. Hessong and Cora E. Hessong, being all children and the only living descendants of said Almira Mustard, formerly VanScyoc, who died on the 9th day of June, 1900, and the only living descendants of said Lorenzo VanScyoc deceased, who were living at the time of the death of said Esther J. Whiting formerly Hahn, formerly VanScyoc.

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By Quit Claim Deed dated Oct. 16, 1906 and recorded Nov. 2, 1906 in Land Record 47 page 281; Rebecca J. Hessong, and Thomas P. Hessong, her husband, conveyed to Ella F. Shanton, Mary E. Harcourt and Cora E. Hessong:-

Beginning at a point where the center line of the Monon Railway intersects with the South line of Section 25, Township 17 North, Range 3 East, thence in a Northwardly direction along the center line of said Monon Railway 1280 feet to a point 1711.50 feet East of the West line of said Section 25, thence East 916-5/100 feet to White River, thence in a Southerly direction along said River to a point where White River crosses said South Section line, thence West 1485-25/100 feet to the place of beginning.

Subject to the East half of Monon Railway right of way. The rights of the Grantors and grantees is fully set out in a certain deed executed by Fannie F. Johnson, et al to Ella F. Shanton, et al Aug. 8, 1905, and recorded in Land Record 45 page 188 of the records in the Recorder's Office of Marion County, Indiana.

Land Record  
47 page 330  
Oct. 16, 1906  
Recorded  
Nov. 19, 1906

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Ella F. Shanton, and  
Alvin C. Shanton, her  
husband, Mary E. Harcourt,  
and John Harcourt,  
her husband,  
Cora E. Hessong, and  
Frank E. Hessong,  
her husband,

Quit Claim Deed

to  
Thomas P. Hessong, and  
Rebecca J. Hessong,  
husband and wife.

Beginning at the Southwest corner of Section 25, Township 17 North, Range 3 East, thence North along said Section line 1270-50/100 feet to a point, thence East 1711-50/100 feet to the center of the Monon Railway, thence in a Southerly direction along the center line of said Railway 1280 feet to the South line of said Section, thence West 1686-85/100 feet to the place of beginning, containing 47-78/100 acres more or less.

Subject to the West 1/2 of the Monon Railway, also a strip of ground 81 feet wide off of the West side of said strip being a part of College Avenue and Northern Traction right of way.

The grantors and grantees in this deed derive title which is more fully set out in a certain deed executed by Fannie Johnson to Ella Shanton, et al August 8, 1905 and recorded in Land Record 45 page 188 of the records in the Recorder's Office of Marion County, Indiana.

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Land Record  
65 page 402  
Dec. 3, 1917  
Recorded  
Jany. 4, 1918

Thomas P. Hessong, and  
Rebecca J. Hessong,  
his wife,  
to  
Edwin A. Hunt.

Warranty Deed

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A portion of the South West 1/4 of Section 25, in Township 17 North of Range 3 East, more particularly described as follows:-

Beginning at the Southwest corner of Section 25, Township 17 North, of Range 3 East, and running thence North along and with the Section line 1270.50 feet to a point, thence East 1711.50 feet to a point in the middle of the railway commonly known as the "Monon" Railway, thence in a Southerly direction along and with the middle line of said Railway 1280 feet to a point in the South line of said Section; thence West 1686.85 feet to the place of beginning, containing 47.78 acres more or less.

Subject to one half of the right of way of the said Monon Railway and subject to the rights of the public in the highway known as College Avenue and to the rights of the Indianapolis Northern Traction Company and its successors and assigns in and to a strip 4 rods wide next adjoining said College Avenue on the East said highway and said traction railway together occupying a strip of ground 81 feet in width measured from West to East, taken off the West end of the premises above described.

Subject also to one certain mortgage calling for \$15000.00 in favor of the Indianapolis Life Insurance Company of Indianapolis, Indiana, as recorded in Mortgage Record 614 page 297, in the Records of the Recorder's Office of Marion County, Indiana.

Subject also to the taxes payable in the Spring of 1918, and thereafter. Possession given April 1, 1918.

(NOTE: The Mortgage above referred to was duly entered satisfied on March 16, 1922.)

Land Record  
65 page 403  
Dec. 5, 1917  
Recorded  
Jany. 4, 1918

Edwin A. Hunt, and  
Lillian G. Hunt, his wife,  
to  
Cassandra Mustard.

Warranty Deed

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A portion of the South West 1/4 of Section 25, in Township 17 North of Range 3 East, more particularly described as follows:- Beginning at the Southwest corner of Section 25, Township 17 North of Range 3 East, and running thence North along and with the Section line 1270.50 feet to a point thence East 1711.50 feet to a point in the

middle of the railway commonly known as the "Monon" Railway, thence in a Southerly direction along and with the middle line of said Railway 1280 feet to a point in the South line of said Section; thence West 1686.85 feet to the place of beginning, containing 47.78 acres more or less.

Subject to one half of the right of way of the said Monon Railway and subject to the rights of the public in the highway known as College Avenue and to the rights of the Indianapolis Northern Traction Company and its successors and assigns in and to a strip 4 rods wide next adjoining said College Avenue on the East said highway and said traction railway together occupying a strip of ground 81 feet in width measured from West to East, taken off the West end of the premises above described.

Subject also to one certain mortgage calling for \$15000.00 in favor of the Indianapolis Life Insurance Company of Indianapolis, Indiana, as recorded in Mortgage Record 614 page 297, in the records of the Recorder's Office of Marion County, Indiana.

Subject also to the taxes payable in the Spring of 1918, and thereafter. Possession given April 1, 1918.

(NOTE: The Mortgage above referred to was duly entered satisfied on March 16, 1922.)

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Cassandra Mustard died testate September 21, 1920.

Will Record  
"EE" page 451  
Probated  
Sept. 27, 1920

LAST WILL AND TESTAMENT OF CASANDRA MUSTARD,  
DECEASED.

I Casandra Mustard, of Marion County, State of Indiana, being of sound mind and disposing memory, make, publish and declare this to be my last Will and Testament.

1st: I hereby revoke all former Wills by me made.

2nd: I direct that at my death all my just debts be paid.

3rd: I give, bequeath and devise all my household furniture, books, pictures and wearing apparel to my daughter, Mary J. Johnson, and my son, James A. Mustard, in equal shares, share and share alike.

4th: I give, bequeath and devise to my son, James A. Mustard, the sum of \$4000.00.

5th: I give, bequeath and devise to my daughter, Mary J. Johnson, \$1000.00.

6th: I give, bequeath and devise to each of my grandchildren, children of my son, James A. Mustard, the following respective sums, towit:-

- To Alonzo Mustard, \$2000.00.
- To Frank Mustard, \$2000.00.
- To Ethel Mustard, \$2000.00.

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7th; I give, bequeath and devise to each of my following named grandchildren, children of my daughter, Mary J. Johnson, the following respective sums, to wit:-

To Cassie Springstead,	\$2000.00
To Mary Dickinson,	\$2000.00
To Newton Johnson	\$2000.00
To Walter Johnson,	\$2000.00
To Herman Johnson,	\$2000.00
To Elizabeth Johnson,	\$2000.00
To Floyd Johnson,	\$2000.00

By way of explanation as to why I do not bequeath and devise to my son and daughter in equal shares, and as to why I have omitted from these special bequests three of my grand-children, — of my daughter, or their heirs, I state that my late husband, Jacob Mustard, during his life time made certain advancements to my daughter and to the three other children omitted from special bequests, sums respectively sufficient to compensate them for their failure to participate with the other legatees in said special bequests herein made.

8th: The residue of remainder of my estate remaining after the payment of the foregoing special bequests, I give, bequeath and devise to my daughter, Mary J. Johnson, and my son, James A. Mustard, and the children of each of them born unto them at the time of my death, and to the respective children collectively of such children of the Mary J. Johnson and James A. Mustard as may be dead now, or at the time of my death, in equal shares, share and share alike, that is to say: I direct that such residue be equally divided among my children and my grand-children, and descendants of such grandchildren as may be dead now or at the time of my death, the decedents of such dead grandchildren taking collective by the share of their respective father or mother would have taken if alive.

9th:- I hereby constitute and appoint Henry H. Hessong, Executor of this my last Will and Testament.

IN WITNESS WHEREOF, I hereunto subscribe my name as such testator, in the presence of William Mustard and John S. Berryhill, who as witnesses thereof, at my request and in my presence and in the presence of each other, hereunto affix their names this 7th day of May 1904.

Cassandra Mustard.

WITNESSES: Wm. Mustard,  
John S. Berryhill.

**CODICIL:**

I, Cassandra Mustard, of Marion County, State of Indiana, being of sound mind and disposing memory, do make, publish and declare this my Codicil to my last Will and Testament, made by me on the 7th day of May 1906.

I hereby revoke and annul Item 9 of my last Will and Testament, whereby Henry H. Hessong is appointed Executor thereof, and in lieu of said Item 9, I hereby

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constitute and appoint Thomas P. Messong,  
Executor of this my Last Will and Testament, and  
I hereby confirm all other parts of my said last  
Will and Testament.

WITNESS my hand this 11th day of July 1910.  
Casandra Mustard.

We hereby certify that Casandra Mustard  
executed the foregoing Codicil to her last Will  
and Testament in our presence, and that we at her  
request and in her presence, and in the presence  
of each other, hereunto subscribe our names as  
witnesses of the execution of said Casandra  
Mustard, this the 11th day of July 1910.

WITNESSES: John S. Berryhill,  
Katherine A. Church.

IN THE PROBATE COURT OF MARION COUNTY.

Estate Docket  
59 page 18514

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IN THE MATTER OF THE ESTATE OF CASANDRA MUSTARD,  
DECEASED.

September 27, 1920. Fletcher Savings and  
Trust Company was appointed and qualified as  
Administrator with the Will annexed of the estate  
of Casandra Mustard, deceased.

See Order Book 61 page 85.

October 26, 1920. Proof of publication of  
notice of publication filed.

December 11, 1920. Fletcher Savings and  
Trust Company was appointed and qualified as  
Administrator of the estate of Casandra Mustard,  
deceased.

See Order Book - page - .

June 8, 1922. Verified final report filed.

June 22, 1922. Proof of publication of  
final notice filed.

June 24, 1922. Inheritance tax determined.

See Order Book 76 page 170.

July 1, 1922. Proof of posting of final  
notice filed, final report approved and estate  
closed.

See Order Book 71 page 576.

NOTE: Entry on final report reads as follows:  
The Court, having examined said report, finds  
that more than one year has elapsed since the  
granting of letters of administration in said  
estate and the giving of notice thereof, and that  
all of decedent's debts and legacies have been  
paid and discharged, and that said Admr. C.T.A.  
has paid into the hands of the Clerk of this  
Court the sum of \$---, that said Clerk is now  
ordered and directed to pay out said sum as  
follows:

James A. Mustard, \$3089.05.  
Mary J. Johnson, \$ 777.05.

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Alonzo Mustard	\$1554.10
Frank Mustard	\$1554.10
Ethel M. Ross	\$1554.10
Elizabeth Johnson	\$1554.10
Floyd Johnson	\$1554.10

That said administrator C. T. A. has turned over to Fletcher Savings and Trust Co. trustee a certain promissory note executed by one William Bosson to said decedent during her lifetime, said trustee upon the collection of same to distribute same among the legatees under the last will and testament of said decedent; that said estate has been fully settled and administered upon as shown by said report and vouchers filed therewith; that the inheritance tax assessed against said estate has been paid. And the Court further finds that said final report should be approved and said Admr. C. T. A. be discharged.

It is now ordered and decreed that said report be in all things approved and confirmed, and said Admr. C. T. A. be discharged.

IN THE PROBATE COURT OF MARION COUNTY

Estate Docket  
59 page 18514

IN THE MATTER OF THE ESTATE OF CASANDRA MUSTARD,  
DECEASED.

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June 24, 1922, Inheritance Tax determined,

The Court finds and determines that the clear market value of the property of the said decedent subject to and within the jurisdiction of the laws of this State is as follows:-

Value of Personal Property (Gross)	\$11968.53.
Value of Real Property (Gross)	\$37000.00.
Total Gross Value of Estate	\$48968.53.
Deductions (Debts; Claims; Expenses; etc.)	\$22358.70.
Total net value of Estate	\$26609.83.

And the Court further finds and determines that the proportions and amounts of the property of the decedent transferred the names and relationship of the persons beneficially entitled to receive the same, the rates and amounts of tax for which they are liable, are as follows:

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NAME	RELATION	VALUE OF INTEREST	EXEMP-TION	RATE	AMT. OF TAX
James A. Mustard	Son	\$3,629.29	\$2,000	1%	\$16.29
Mary J. Johnson	Daughter	\$ 907.34	\$2,000	"	None
Alonzo Mustard	Grandchild	\$1,814.64	\$2,000	"	"
Ethel Mustard Ross	"	\$1,814.64	\$2,000	"	"
Cassie Springstead	"	\$2,000.00	\$2,000	"	"
Mary Dickinson	"	\$2,000.00	\$2,000	"	"
Newton Johnson	"	\$2,000.00	\$2,000	"	"
Walter Johnson	"	\$2,000.00	\$2,000	"	"
Herman Johnson	"	\$2,000.00	\$2,000	"	"
Eliz. Johnson Rock	"	\$1,814.64	\$2,000	"	"
Floyd Johnson	"	\$1,814.64	\$2,000	"	"
Frank Mustard	"	\$1,814.64	\$2,000	"	"
				<b>\$23,609.83 TOTAL TAX</b>	<b>\$16.29</b>

Such tax shall be a lien upon the following property:-  
 Part S.W. 1/4 of Section 25, Township 17 N. Range 3 E., containing 47.78 acres.  
 Order Book 76 page 170.  
 ABSTRACTOR'S NOTE:- Above Inheritance Tax fully paid.

Misc. Record  
 132 page 89  
 Mar. 6, 1922  
 Recorded  
 Nov. 27, 1922

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STATE OF KANSAS, COUNTY OF GREENWOOD CO. SS:

Mary J. Johnson, being duly sworn upon her oath says that she resides in the County of Greenwood, in the State of Kansas, and that she is a daughter of Cassandra Mustard, deceased, that James A. Mustard is a son of said Cassandra Mustard, deceased, and that this affiant and said James A. Mustard were the sole and only heirs at law of Cassandra Mustard at the time of her death.

Affiant further says that she is not the same person as Mary Johnson who is the defendant in Cause #86862 of the Superior Court of Marion County, Indiana being the case of Claude G. Camerson vs. Mary Johnson, wherein judgment was rendered against Mary J. Johnson on May 28, 1912 for \$72.50 and costs.

Affiant further says that she is not the same person as Mary J. Johnson who is the defendant in Cause #90479 of the Superior Court of Marion County, Indiana, being the case of Intermediate Accident Insurance Company vs. Mary J. Johnson, wherein judgment was rendered against said Mary J. Johnson, on May 23, 1913 for costs.

And affiant further says that she is not the same person as Mary J. Johnson who is the defendant in cause



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#92292 of the Superior Court of Marion County, Indiana, being the case of Oscar F. Johnson vs Mary J. Johnson wherein judgment was rendered on January 30, 1914, against said Mary J. Johnson for costs.

And further affiant saith not.

(Signed) Mrs. Mary J. Johnson

Subscribed and sworn to before me the undersigned Notary Public this 6 day of March, 1922.

Gustave F. Fellay (LS)

Notary Public

My Commission expires May 1, 1922.

Misc. Record  
132 page 90  
Mar. 8, 1922  
Recorded  
Nov. 27, 1922

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STATE OF KANSAS, COUNTY OF SEDGWICK, SS:

James A. Mustard, being duly sworn upon his oath says that he resides in the City of Wichita, in the State of Kansas.

Affiant further says that he is the son of Cassandra Mustard, deceased, and that his said mother died in the Town of Broad Ripple, Marion County, Indiana on the 21st day of September, 1920; that at the time of her death said Cassandra Mustard left surviving her this affiant and her daughter, Mary J. Johnson, as her sole and only heirs at law.

That said Cassandra Mustard left surviving her no child or children, other than this affiant, and said Mary J. Johnson, and no child or children, of any deceased child or children.

Affiant further says that he has 3 children living as follows:- Alonzo Mustard, Frank Mustard, and Ethel Mustard Ross. That this affiant has no child or children other than said Alonzo Mustard, Frank Mustard and Ethel Mustard Ross and that he has no deceased children.

Affiant further says that his said sister, Mary J. Johnson has 9 children living, as follows:- Ella Springstead, Effie Whitehead, Cassie Springstead, Mary Dickinson-Clinton, Newton Johnson, Walter Johnson Herman Johnson, Floyd Johnson and Elizabeth Johnson-Rock.

Affiant further says that Mary Dickinson and Mary Dickinson-Clinton, defendants in the suit filed by the Fletcher Savings & Trust Company, as administrator of the estate of Cassandra Mustard, deceased, to sell real estate belonging to the estate of Cassandra Mustard, deceased, are one and the same person.

Affiant further says that Elizabeth Johnson and Elizabeth Johnson Rock, defendants in said suit are also one and the same person.

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Affiant further says that his said sister has one child dead by the name of Clara Himes, and that said Clara Himes left surviving her, her children, Ella Himes, Swartz Himes, Elmer Himes and Flavius Himes; that said Clara Himes left surviving her no child, or children, other than said Ella Himes, Swartz Himes, Elmer Himes and Flavius Himes, nor the descendants of any other deceased child or children.

Affiant further says that his affidavit is made for the purpose of inducing Elmer W. Stout, of Indianapolis, Indiana, to purchase certain real estate belonging to his said mother at the time of her death, and paying said Fletcher Savings & Trust Company, Administrator of the estate of his said mother, the sum of \$29,500.00 therefor.

And further affiant saith not.

(Signed) James A. Mustard

Subscribed and sworn to before me, the undersigned Notary Public this 8th day of March, 1922.

H. A. Stuttsman (LS)

Notary Public

My Commission expires March 12, 1923.

IN THE PROBATE COURT OF MARION COUNTY.

Cause #1361  
Complaint filed  
Sept. 28, 1920

Mary J. Johnson  
James A. Mustard  
vs

Complaint to  
Contest Will

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Alonzo Mustard, Frank  
Mustard, Ethel Mustard Ross,  
Cassie Springstead, Mary  
Dickinson, Newton Johnson,  
Walter Johnson, Herman  
Johnson, Elizabeth Johnson,  
Floyd Johnson, Ella  
Springstead, Effie  
Whitehead, Ella Himes,  
Swartz Himes, Elmer Himes  
Flavius Himes, Fletcher  
Savings & Trust Company of  
Indianapolis, Indiana,  
Administrator with the Will  
annexed of the Estate of  
Casandra Mustard, deceased.

Mary J. Johnson and James A. Mustard, plaintiffs  
herein, complain of the defendants above named and for

cause of action against said defendants, and each of them, say that said Casandra Mustard departed this life on the 21st day of September, 1920; that at the time of her death, said Casandra Mustard was a resident of the County of Marion in the State of Indiana, and was the owner of real estate and personal property situated therein.

Plaintiffs further allege that at the time of the death of said Casandra Mustard she left surviving her the plaintiff, Mary J. Johnson, her daughter, and the plaintiff James A. Mustard, her son, as her sole and only heirs at law, and each of them are entitled to share equally in her estate.

Plaintiffs further allege that on the 27th day of September, 1920, an instrument in writing bearing date of May 7, 1906, and purporting to be the last Will and Testament of said Casandra Mustard, and also an instrument in writing bearing date of July 11, 1910, and purporting to be a Codicil to the Last Will and Testament of said Casandra Mustard, deceased, were produced in this Court, and the same were then and there admitted to probate and record in this Court as the Last Will and Testament and Codicil thereto of said Casandra Mustard, deceased.

Plaintiffs further allege that said defendant, The Fletcher Savings & Trust Company of Indianapolis, Indiana, was appointed by this Court as Administrator with the Will annexed of said estate; that since defendant Fletcher Savings & Trust Company of Indianapolis, Indiana, accepted said trust and on said 27th day of September 1920, duly qualified as such Administrator, to the approval of this court, and is still so acting.

Plaintiffs further allege that said pretended Will by these terms and to the injury of these plaintiffs assumes to devise and bequeath the entire estate of Casandra Mustard, deceased, to the following named persons and in substantially the following manner:-

That said decedent bequeathed to these plaintiffs all her household furniture, books, pictures and wearing apparel, in equal shares, share and share alike; that said decedent then bequeathed to the plaintiff; James A. Mustard, the sum of \$4000.00; to the defendant Mary J. Johnson, the sum of \$1000.00; to her grandchildren, Alonzo Mustard, Frank Mustard, and Ethel Mustard Ross, being the children of the plaintiff; James A. Mustard, each the sum of \$1000.00; to her grandchildren, Cassie Springstead, Mary Dickinson, Newton Johnson, Walter Johnson, Herman Johnson, Elizabeth Johnson and Floyd Johnson, being children of the plaintiff, Mary J. Johnson, each the sum of \$2000.00.

That said decedent by the terms of her said will bequeathed and devised all of the rest, residue and

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remainder of her estate equally among her said children the plaintiffs herein, and her grandchildren and the descendants of such grandchildren as might be dead at the time of her death, the descendants of such deceased grand-children taking collectively the shares that their respective father and mother would have taken if living.

And plaintiffs further allege that said above mentioned persons are the only beneficiaries named by the terms of said pretended Will.

Plaintiffs further allege that said instrument in writing, so admitted to probate as aforesaid, is not the last Will and Testament and Codicil thereto of said Casandra Mustard, deceased, and that the probate thereof, so granted as aforesaid, should be revoked and set aside for the following reasons:-

1: That at the date of the execution of said pretended Will said Casandra Mustard was a person of unsound mind, and was incapable of making a valid Will.

2: That said pretended Will was unduly executed.

3: That the execution of said pretended Will was obtained through undue influence.

WHEREFORE, plaintiffs pray the Court that said instrument in writing so admitted to probate aforesaid as the Last Will and Testament and Codicil thereto of said Casandra Mustard, deceased, may be held and adjudged invalid and of no effect, and that the probate thereof be revoked and annulled.

And plaintiffs pray the Court for all other proper relief in the premises.

Mary J. Johnson  
James A. Mustard

Subscribed and sworn to before me the undersigned Notary Public by the said Mary J. Johnson and James A. Mustard, this 28th day of September, 1920.

Frank B. Ross (Seal)  
Notary Public

My commission expires March 6, 1923.

James A. Mustard being duly sworn upon his oath says, that he is one of the plaintiffs in the above entitled cause of action, which is a Suit to and set aside the Last will and testament and Codicil thereto, of Casandra Mustard, deceased.

Affiant further says that the defendants Alonzo Mustard, Frank Mustard, Ethel Mustard Ross, Cassie Springstead, Mary Dickinson, Newton Johnson, Walter Johnson, Herman Johnson, Elizabeth Johnson, Floyd Johnson, Ella Springstead, Effie Whitehead, Ella Whitehead, Ella Himes, Swartz Himes, Elmer Himes and Flavius Himes, are each and all, non-residents of the State of Indiana; that said above named non-resident defendants are all named as beneficiaries in the last Will and Testament of said Casandra Mustard, deceased,

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and that they and each of them are necessary parties to said cause of action.

Affiant further says that this affidavit is made for the purpose of securing an order of publication on each of said above named non-resident defendants.

And further affiant says not.

James A. Mustard

Subscribed and sworn to before me, the undersigned, a Notary Public, by the said James A. Mustard, this 27th day of September, 1920.

Frank B. Ross (Seal)

Notary Public

My Commission expires March 6, 1920.

December 11, 1920. The defendant, Fletcher Savings & Trust Company, Administrator with the Will annexed of the estate of Casandra Mustard deceased, for answer to the complaint herein says, that it denies each and every material allegation therein contained.

Donald S. Morris, Attorney for defendant, Fletcher Savings & Trust Company, Administrator etc. Casandra Mustard, deceased.

December 11, 1920. Proof of publication filed.

Come now the plaintiffs in person and by Frank B. Ross, their Attorney, and show to the Court that the defendants, Alonzo Mustard, Frank Mustard, Ethel Mustard Ross, Cassie Springstead, Mary Dickinson, Newton Johnson, Walter Johnson, Herman Johnson, Elizabeth Johnson, Floyd Johnson, Ella Springstead, Effie Whitehead, Ella Himes, Swartz Himes, Elmer Himes and Flavius Himes, are non-residents of the State of Indiana, as shown by the Complaint, and by Affidavit heretofore filed in said Cause, and said plaintiffs also show to the Court that each of said above named non-resident defendants have been duly served with notice of the filing and pendency of said Complaint, and the time and place fixed for the hearing thereof by publication of such notice for three weeks successively in the Indianapolis Commercial, a public daily newspaper of general circulation, printed and published in the City of Indianapolis, Indiana, the last of which said publications was so made and completed more than ten days prior to this time, and to the date fixed for the hearing of said Complaint, a copy of which said notice and the proof of the publication thereof, as aforesaid, being now filed and read as follows, to wit:- (H.I.)

And comes now the defendant, Fletcher Savings and Trust Company of Indianapolis, Indiana, Administrator with the Will annexed of the estate of Casandra Mustard, deceased, and files its answer in general denial to plaintiffs' Complaint, in which it denies each and every material allegations in said Complaint contained, and which said answer is as follows, to wit:- (H.I.)

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And said Cause being at issue the same is now submitted to the Court for trial and determination, a jury by agreement of the parties being waived.

And the Court having heard the evidence and argument of Counsel, and being fully advised in the premises finds for the plaintiffs, and that the allegations contained in plaintiffs' said Complaint are true.

The Court further finds that on the 7th day of May, 1906, being the date on which said Cassandra Mustard executed her last Will and Testament, and which has heretofore been probated in this Court, the said Cassandra Mustard was a person of unsound mind and incapable of executing a valid Will.

And the Court further finds that on the 11th day of July, 1910, being the date on which said Cassandra Mustard executed a Codicil to her last Will and Testament, the said Cassandra Mustard was a person of unsound mind and was incapable of executing a valid Will or Codicil, and that therefore said Last Will and Testament and Codicil thereto, so executed by the said Cassandra Mustard and which have been heretofore probated in this Court as the Last Will and Testament and Codicil thereto of said Cassandra Mustard are invalid and are not the last Will and Testament and Codicil of Cassandra Mustard.

It is therefore hereby considered by the Court that said instrument of writing bearing date of May 7 1906, and which was admitted to probate by this Court on the 27th day of September 1920 as the Last Will and Testament of Cassandra Mustard, deceased, and the instrument bearing date of July 11, 1910, and which was admitted to probate in this Court on the 27th day of September, 1920 as a Codicil to the last Will and Testament of said Cassandra Mustard, deceased, be and the same are hereby adjudged invalid and of no effect or force, and that the probate of said Will and Codicil heretofore granted as aforesaid are hereby set aside and revoked.

And it is hereby further ordered that the costs of this proceeding shall be paid by said defendants.

And the Clerk of this Court is ordered to report this Judgment of Revocation in the proper Record of Wills, and cause notice thereof to be issued, served and published as by law required and pay the expenses thereof as a part of the costs of this proceeding.

All of which is ordered, adjudged and decreed by the Court.

August 1, 1921. Certain defendants file petition to open up judgment. Ordered that plaintiffs and certain defendants be notified by publication returnable September 30, 1921. Summons ordered issued to Fletcher Savings and Trust Company, Administrator, returnable September 7, 1921. Order Book 70 page 175.

September 7, 1921. Proof of publication of notice filed. OrderBook 69 page 477.

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January 13, 1922. Defendants are ruled to answer Complaint by January 20, 1922.

January 25, 1922. Answer of general denial to complaint of certain defendants filed.

Order Book 66 page 160.

March 11, 1922. On motion of Plaintiffs, deposition of Ethel Mustard Ross, et al., ordered published. See Order Book 73 page 565.

May 19, 1922. Come now the plaintiffs, Mary J. Johnson and James A. Mustard, by Frank B. Ross, their Attorney, and comes also the defendant Fletcher Savings and Trust Company of Indianapolis, Indiana, administrator with the Will annexed of the estate of Casandra Mustard, deceased, by Donald S. Morris, its attorney, and come also the petitioning defendants, Frank Mustard, Alonzo Mustard, Floyd Johnson, Elizabeth Johnson Cassie Springstead, Herman Johnson, Ethel Mustard Ross Effie Whitehead, Walter Johnson, and Ella Springstead by Hanna and Dally, their attorneys;

And it appearing by proof of publication heretofore filed herein that the defendants Mary Dickinson Newton Johnson, Ella Himes, Swartz Himes, Elmer Himes, and Flavius Himes, have each been notified of the filing and pendency of the application to set aside the judgment herein by notice thereof, published three weeks successively more than thirty days before the 30th day of September, 1921, that being the day set by the Court for the return day of said publication as ordered by the Court, in the Indianapolis Commercial, a newspaper of general circulation, printed in the English language in Marion County, State of Indiana, said defendants last named and each of them against whom said publication of notice was made, as aforesaid are now three times loudly called and come not but herein wholly make default.

And on motion of the parties the said application to set aside judgment is submitted to the Court without the intervention of a jury, for trial, finding, judgment and decree.

And the Court having heard evidence thereon and being fully advised in the premises, finds for said petitioning defendants, that the facts and matters stated and set forth in their petition to set aside the judgment herein are true.

IT IS THEREFORE CONSIDERED, ADJUDGED AND DECREED by the Court that the judgment and decree heretofore made and entered herein on the 11th day of December, 1920, and recorded in Order Book 66 page 160 thereof, of this Court, setting aside the probate of the Will of Casandra Mustard, deceased, and of the codicil thereto, is hereby set aside, vacated and held for naught and now said petitioning defendants file their answer heretofore tendered herein, which answer is as follows, towit: (H.I.).

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And now on motion of the parties this cause is submitted to the Court for trial, finding, judgment and decree, without the intervention of a jury on the issues tendered by the complaint herein and said answer.

And the Court having heard the evidence and being fully advised in the premises finds for the defendants that the will of Casandra Mustard and the codicil thereto are valid and probate thereof should not be revoked.

IT IS THEREFORE CONSIDERED, ADJUDGED, ORDERED AND DECREED, by the Court that the plaintiffs take nothing by their complaint and that the will of Casandra Mustard deceased, and the codicil thereto are valid and in full force.

And the Fletcher Savings and Trust Company, of Indianapolis, Indiana, is now appointed Administrator with the will annexed of the estate of Casandra Mustard, deceased, and now accepts said trust and qualifies as such, and all acts of the Fletcher Savings and Trust Company, Administrator of the estate of Casandra Mustard, deceased, as such administrator, are hereby ratified and confirmed.

It is further ordered by the Court that the costs herein be paid by said estate.

ALL OF WHICH IS ADJUDGED, ORDERED AND DECREED.

See Order Book 74 page 456.

Costs in above Cause fully paid.

IN THE PROBATE COURT OF MARION COUNTY.

Estate Docket  
59 page 18514  
Petition filed  
Jan. 28, 1921  
Complete Record  
13 page 406

Fletcher Savings & Trust  
Company of Indianapolis,  
Indiana, Administrator of  
the Estate of Cassandra  
Mustard, deceased

vs

James A. Mustard,  
Mary J. Johnson,  
Indianapolis Life Insurance  
Company.

Petition to  
Sell Real Estate

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The undersigned, duly qualified and acting as administrator of the estate of Cassandra Mustard, late of Marion County, Indiana, deceased, respectfully represents and shows to the Court that the total value of the personal estate of said decedent, which has come to its knowledge or possession amounts to the sum of about \$300.00; that there are outstanding claims



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against said estate amounting to the sum of about \$4000.00; that the expense of administration in connection with the settlement of said estate will amount to the sum of about \$1500.00; and that therefore the personal estate of said decedent is insufficient to pay and discharge the debts and liabilities thereof.

That at the time of her death, said decedent was the owner in fee simple of the following described real estate located in the County of Marion, State of Indiana, to-wit:-

PARCEL NO. 1. A portion of the Southwest quarter of Section 25 in Township 17 North, of Range 3 East, more particularly described as follows:- Beginning at the Southwest corner of Section 25, Township 17 North of Range 3 East, and running thence North along and with Section line 1270-50/100 feet to a point, thence East 1711-50/100 feet to a point in the middle of the railway commonly known as the Monon Railway 1280 feet to a point in the South line of said Section, thence West 1686-85/100 feet to the place of beginning, containing 47-78/100 acres, more or less. Subject to one-half of the right of way of the said Monon Railway, and subject to the right of the public in the highway known as College Avenue, and to the right of the Indianapolis Northern Traction Company and its successors and assigns. In addition to a strip 4 rods wide next adjoining said College Avenue on the East of said highway, and said traction railway, together occupying a strip of ground 81 feet in width, measuring from West to East, taken off of the West end of the premises above described.

PARCEL NO. 2. Lots numbered 5 and 6 in Mustard's Addition to the Town of Broad Ripple, Marion County, Indiana.

PARCEL NO. 3. All that part of Lot 20 in Wellington, now a part of the Town of Broad Ripple, Marion County, Indiana; lying West of the right of way of the L.N. & C. Railway which is a predecessor of the O.I. and L. Railway, and is now known as the Monon Railroad; also 5 feet adjoining said part of said lot 20 on the South, being a part of Shelby, now 62nd Street vacated.

PARCEL NO. 4. Part of the Southeast 1/4 of Section 1, Township 16 North of Range 3 East; Beginning at a point 404-6/100 feet East of the West line and 1080-12/100 feet North of the Southline of said 1/4, and running North parallel to the West line of said 1/4 208-71/100 feet, thence East parallel to the North line of said 1/4, 208-71/100 feet, thence South parallel to the West line of said 1/4, 208-71/100 feet thence West 208-71/100 feet to the beginning, containing 1 acre.

That said real estate is liable to sale for the purpose of making assets for the payment of debts of said estate, and that the probable value thereof, exclusive of liens thereon, is about \$20,000.00.

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That said defendant Indianapolis Life Insurance Company holds a mortgage against Parcel No. 1 of said real estate in the sum of \$15000.00 and on which said mortgage there is now due and unpaid in principal and interest the sum of \$15000.00 and interest from November 10, 1920.

That said decedent died intestate leaving surviving; the defendants James A. Mustard and Mary J. Johnson, her children, as her sole and only heirs at law.

WHEREFORE, said administrator prays the Court that upon the hearing of this petition an order may be granted empowering it to sell all of said real estate for the purpose of discharging the debts and liabilities of said estate; that Parcel No. 1 of said real estate be sold subject to the mortgage thereon held by the defendant Indianapolis Life Insurance Company.

And the undersigned administrator prays the Court for such further relief in the premises as the interests of said estate may require.

Fletcher Savings & Trust Company of  
Indianapolis, Indiana, Administrator  
of the Estate of Cassandra Mustard,  
Deceased.

By Donald S. Morris, its  
Trust Officer

STATE OF INDIANA, COUNTY OF MARION, SS:

Donald S. Morris, being duly sworn on his oath says that he is the trust officer of the Fletcher Savings & Trust Company of Indianapolis, Indiana, and affiant says that the matters and facts set forth and alleged in the above and foregoing petition are true as he believes.

Donald S. Morris

Subscribed and sworn to before me, a Notary  
Public this 29th day of January, 1921.

Francis A. Ohleyer (LS)  
Notary Public

My Commission expires August 10th, 1924.

Jan. 28, 1921. Comes now James A. Mustard and Mary J. Johnson, defendants in the above entitled Cause of Action, who are the sole and only heirs at law of Cassandra Mustard, deceased, and each being of lawful age hereby separately and severally enter their appearance in the above entitled Cause of Action, and each hereby waives the issuing and service of notice or summons therein, and each hereby consents to the sale of all of the real estate described in the petition filed by said Administrator in the above entitled Cause of Action, and which said real estate belonged to said Cassandra Mustard at the time of her death.

James A. Mustard  
Mary J. Johnson

Witness: Frank B. Ross.

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The defendant, Indianapolis Life Insurance Company, for answer to the petition of the Administrator herein says that it is the owner and holder of a note for the principal sum of \$15,000.00, executed by said decedent on the 14th day of May, 1913, and that said note, together with interest thereon at the rate of 6% per annum from the 14th day of November, 1920, is due and wholly unpaid. That said note is secured by a mortgage executed to this defendant by said decedent upon Parcel No. 1 of the real estate described in the petition, being 47.78 acres, more or less, in the South West 1/4 of Section 25, Township 17 North, of Range 3 East, which mortgage is duly recorded in the Recorder's Office of Marion County, Indiana, in Mortgage Record 614 page 297, and is a first and prior lien upon said real estate.

WHEREFORE, this defendant prays that in the event of a sale of said real estate the interest of this defendant be preserved and protected by the order of this Court.

Edward B. Raub, Attorney for  
defendant, Indianapolis Life Insurance Co.

An Inventory and Appraisement of certain real estate situated in Marion County, Indiana, and belonging to the estate of Cassandra Mustard, deceased late of said County.

Said Inventory taken by said Fletcher Savings & Trust Company, Administrator of said Estate, and said real estate appraised by Harry L. Robbins and Joseph C. Stewart, two disinterested and reputable householders of the neighborhood where said real estate is situated.

Parcel No. 1 as above described.

Joseph C. Stewart

Harry L. Robbins

Appraisers

Attest: Fletcher Savings & Trust Company,  
Administrator

By: R. G. Sumner, Secretary

Before making said appraisement said appraisers took and subscribed the following oath:-

STATE OF INDIANA, COUNTY OF MARION, SS:

The undersigned selected to appraise certain real estate belonging to the estate of Cassandra Mustard, deceased, late of said County, being the real estate in the Inventory hereto annexed, do solemnly swear that we will honestly appraise the same at its fair cash value, so help us God.

Joseph C. Stewart

Harry L. Robbins.

Subscribed and sworn to before me this 19th day of January, A.D. 1921.

Francis A. Ohleyer (LS)

Notary Public

My Commission expires August 10, 1924.

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Jan. 28, 1921. Comes now the defendants, James A. Mustard and Mary J. Johnson, and each being of lawful age, now enter their separate appearance to said petition and waive the issuing and service of summons therein, and file their written assent to the sale of all the real estate described in said petition, and which said appearance, waiver and consent is as follows, towit:- (H.I.)

And comes now the defendant, Indianapolis Life Insurance Company and enters its appearance to said petition and waiving the issuing and service of summons therein, and files its answer showing to the Court that it holds a mortgage on Parcel No. 1 of the real estate in said Complaint described and asks the Court that its interest be fully protected in all matters relating to the sale of said real estate, and which said answer is as follows, towit: (H.I.)

And said Administrator now files an Inventory and appraisement of the real estate in said petition described, taken and made in due form of law and reading as follows, towit: (H.I.)

And said Administrator being a Trust Company, organized and doing business under and by virtue of the laws of the State of Indiana, it shall not be required to file any bond in connection with the sale of said real estate.

And said petitioner and the issues joined thereon by the several answers thereto filed are now submitted to the Court for trial, finding and decree.

And the Court having heard the evidence and being sufficiently advised in the premises finds that the personal assets of said estate are insufficient to pay and discharge the debts and liabilities thereof, and that the real estate in said petition, as hereinafter described is liable to be made assets in the hands of said Administrator to pay such indebtedness.

The Court further finds that the mortgage in said petition mentioned and described and executed in favor of the defendant, Indianapolis Life Insurance Company, and appearing in Mortgage Record 614 page 297 of the records of the Recorder's Office of Marion County, Indiana, is a valid and subsisting lien thereon, having priority over all other liens, except taxes unpaid and accrued at the time of decedent's death, which now amount to the sum of \$15,000.00.

The Court further finds that to make assets for the payment of said debts and liabilities of said estate, it will be necessary to sell all of the decedent's interest in said real estate, and that the material allegations contained in the petition of said Administrator are true, as therein stated and set forth.

It is therefore considered and ordered by the Court that the real estate of said decedent in said petition mentioned and described as follows, towit:-

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(Same real estate as described in Complaint) be sold by said Administrator, at private sale, for not less than the full appraised value thereof and for cash.

Subject to taxes of 1921 payable in 1922.

Said Administrator is hereby required to give notice of the time, terms and place of sale of said real estate by one publication thereof in a daily newspaper printed and published in the City of Indianapolis, Marion County, Indiana, which said publication shall be made not less than three days from the date of said sale.

And said Administrator is required to make due report of its proceedings under the foregoing order, and time is given.

Order Book 66 page 228.

June 22, 1921. The undersigned, administrator of the estate of said Cassandra Mustard, deceased, respectfully shows to the Court that it has under order of this Court heretofore granted, attempted to make sale of the real estate in this petition, and in said order described as Parcel No. 1, but it has been unable to obtain the full appraised value thereof, as by said order required.

That said Parcel No. 1 of said real estate is described as follows, to-wit:-

A portion of the Southwest quarter of Section 25, in Township 17 North, of Range 3 East, more particularly described as follows:- Beginning at the southwest corner of Section 25, Township 17 North of Range 3 East, and running thence North along and with Section line 1270-50/100 feet to a point; thence East 1711-50/100 feet to a point in the middle of the Railway commonly known as the Monon Railway 1280 feet to a point in the South line of said Section; thence West 1686-85/100 feet to the place of beginning, containing 47-76/100 acres, more or less. Subject to one-half of the right of way of the said Monon Railway, and subject to the right of the public in the highway known as College Avenue, and to the right of the Indianapolis Northern Traction Company, and its successors and assigns. In addition to a strip 4 rods wide next adjoining said College Avenue on the East of said highway, and said traction railway together occupying a strip of ground 81 feet in width, measuring from West to East, taken off of the West end of the premises above described.

That from investigation made by this administrator it is of the opinion that said real estate, by such appraisement, is appraised too high, and that in the interest of said estate, the same should be re-appraised.

WHEREFORE, the undersigned administrator prays the Court to investigate the matters herein set forth and if the same are found to be true that the Court order a re-appraisement made of said above described real estate, the same being Parcel No. 1 of the real estate in its proceedings ordered sold.

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And the Court having examined the petition, and being fully advised in the premises, finds that the allegations therein contained are true, and that in the interest of said estate, said real estate ought to be re-appraised, and for the purpose of making such re-appraisal the Court now appoints John C. McCloskey, Herbert E. Fieber, two reputable and disinterested householders of the neighborhood where said real estate is situated, who, before proceeding to the discharge of their duties shall take and subscribe an oath to honestly re-appraise said real estate at its fair cash value.

And upon such re-appointment being so made and filed in the court, the sum shall take the place of the original appraisal filed in said cause, and said administrator shall thereupon proceed with the sale of said real estate under the former order of this court. And said Administrator shall not be required to give any further notice of the time, terms and place of said sale.

All which is ordered, adjudged and decreed by the court.

Order Book 70 page 99.

Nov. 14, 1921. By leave of Court petitioner dismisses proceeding as to unsold real estate. Order Book 73 page 137.

Dec. 21, 1921,

The Fletcher Savings &  
Trust Company of Indianapolis,  
Indiana, Administrator of the  
Estate of Cassandra Mustard,  
deceased.

Petition to Sell  
Real Estate

vs

James A. Mustard  
Mary J. Johnson  
Indianapolis Life Insurance Company,  
Alonzo Mustard,  
Frank Mustard,  
Ethel Mustard Ross,  
Cassie Springstead,  
Mary Dickinson,  
Newton Johnson,  
Walter Johnson,  
Herman Johnson,  
Elizabeth Johnson,  
Floyd Johnson,  
Ella Springstead,  
Effie Whitehead,  
Ella Himes,  
Swartz Himes,  
Elmer Himes,  
Flavius Himes,  
Mary Dickinson Clinton,  
Elizabeth Johnson Rock, alias  
Bessie Rock.

The undersigned respectfully represents and shows to the Court that it is the duly qualified and acting administrator of the estate of said Cassandra Mustard,

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deceased, late of Marion County, Indiana. The undersigned administrator further shows to the Court that the total value of the personal estate of said decedent, which has come to its knowledge or possession, amounts to the sum of about \$300.00; that there are outstanding claims against said estate amounting to the sum of about \$4000.00; that the expense of administration in connection with the settlement of said estate will amount to the sum of about \$2500.00; that there is also a mortgage on parcel No. one of the real estate hereinafter described in the sum of \$15,000.00 that therefore, the personal estate of said decedent is insufficient to pay and discharge the debts and liabilities thereof.

That at the time of her death said decedent was the owner in fee simple of the following described and other real estate, located in the County of Marion, State of Indiana, to wit:-

Parcel No. 1:- A portion of the Southwest quarter of Section 25 in Township 17 North of Range 3 East, more particularly described as follows:- Beginning at the South West corner of Section 25, Township 17 North of Range 3 East, and running thence North along and with Section line 1270-50/100 feet to a point; thence East 1711-50/100 feet to a point in the middle of the railway commonly known as the Monon Railway; thence in a Southerly direction along and with the middle line of said railway 1280 feet to a point in the South line of said Section; thence West 1686-85/100 feet to the place of beginning, containing 47-78/100 acres more or less. Subject to one-half of the right of way of the said Monon Railway, and subject to the right of the public in the highway known as College Avenue, and to the right of the Indianapolis Northern Traction Company, and its successors and assigns. In addition to a strip 4 rods wide next and adjoining said College Avenue on the East of said highway, and said traction railway, together occupying a strip of ground 81 feet in width, measuring from West to East, taken off of the West end of the premises above described.

PARCEL NO. IV:- Part of the Southeast 1/4 of Section 1, Township 16 North of Range 3 East:- Beginning at a point 404-6/100 feet East of the West line, and 1080-12/100 feet North of the South line of said 1/4, and running North parallel to the West line of said 1/4, 208-71/100 feet; thence East parallel to the Northline of said Quarter Section 208-71/100 feet; thence South parallel to the West line of said 1/4 208-71/100 feet; thence West 208-71/100 feet to the beginning, containing 1 acre.

That said real estate is liable to be sold for the purpose of making assets for the payment of debts and liabilities of said estate, and that the probable value thereof, exclusive of liens thereon, is about \$15,000.00.

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That said defendant Indianapolis Life Insurance Company holds a mortgage against parcel No. 1 of said real estate above described, in the sum of \$15,000.00 and on which said mortgage there is now due and unpaid in principal and interest the sum of \$-----.

That said decedent died, intestate, leaving surviving the defendants, James A. Mustard, and Mary J. Johnson, her children, as her sole and only heirs at law.

The undersigned administrator further alleges that said defendants, Alonzo Mustard, Frank Mustard, Ethel Mustard Ross, Cassie Springstead, Mary Dickinson, Newton Johnson, Walter Johnson, Herman Johnson, Elizabeth Johnson, Floyd Johnson, Ella Springstead, Effie Whitehead, Ella Himes, Swartz Himes, Elmer Himes, Flavius Himes, Mary Dickinson Clinton, and Elizabeth Johnson Rock, alias Bessie Rock, do not have any interest whatsoever in said above described real estate, but that they are each made party defendants hereto, in order they might answer as to any interests they might claim to have in said real estate.

That said defendants Mary Dickinson and Mary Dickinson Clinton, are one and the same person, and that said defendants Elizabeth Johnson, and Elizabeth Johnson Rock, alias Bessie Rock, are one and the same person.

That said defendants, Alonzo Mustard, Frank Mustard, Ethel Mustard Ross, Cassie Springstead, Mary Dickinson, Newton Johnson, Walter Johnson, Herman Johnson, Elizabeth Johnson, Floyd Johnson, Ella Springstead, Effie Whitehead, Ella Himes, Swartz Himes, Elmer Himes, Flavius Himes, Mary Dickinson Clinton, and Elizabeth Johnson Rock, alias Bessie Rock, are each and all nonresidents of the State of Indiana.

WHEREFORE, the undersigned administrator prays the Court that upon the hearing of this petition an order may be granted empowering it to sell all of said real estate for the purpose of discharging the debts and liabilities of said estate; that parcel No. 1 of said real estate be sold subject to said mortgage thereon held by the defendant, Indianapolis Life Insurance Company.

And the undersigned administrator also prays the Court for such other and further relief in the premises as the interests of said estate may require.

The Fletcher Savings & Trust  
Company of Indianapolis, Indiana,  
Administrator of the Estate of  
Cassandra Mustard, Deceased,  
By Donald S. Morris,  
Its Trust Officer.

STATE OF INDIANA, COUNTY OF MARION, SS:

Donald S. Morris, being duly sworn, on his oath



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says that he is the Trust Officer of the Fletcher Savings & Trust Company of Indianapolis, Indiana, and affiant further says that the matters and facts set forth and alleged in the above and foregoing petition are true, as he believes.

Donald S. Morris,

Subscribed and sworn to before me, a Notary Public, this 20 day of December, 1921.

Frank B. Ross (LS)  
Notary Public.

My Commission expires March 6, 1923.

AFFIDAVIT FOR ORDER OF PUBLICATION TO NON RESIDENT DEFENDANTS.

Donald S. Morris being duly sworn upon his oath says that he is the Trust Officer of the Fletcher Savings & Trust Company of Indianapolis, Indiana; that said Fletcher Savings & Trust Company of Indianapolis, Indiana, is the duly qualified and acting administrator of the estate of said Cassandra Mustard, deceased, under appointment of the Probate Court of Marion County, Indiana.

Affiant further says that said defendants, Alonzo Mustard, Frank Mustard, Ethel Mustard Ross, Cassie Springstead, Mary Dickinson, Newton Johnson, Walter Johnson, Herman Johnson, Elizabeth Johnson, Floyd Johnson, Ella Springstead, Effie Whitehead, Ella Himes, Swartz Himes, Elmer Himes, Flavius Himes, Mary Dickinson-Clinton, and Elizabeth Johnson Rock, alias Bessie Rock, are each and all non residents of the State of Indiana, and that they are each necessary parties to said above entitled cause of action, which is a suit to sell certain real estate belonging to said Cassandra Mustard, deceased, at the time of her death.

That this affidavit is made for the purpose of securing an order of publication against each of said above named non-resident defendants.

And further affiant saith not,

Donald S. Morris.

Subscribed and sworn to before me, the undersigned Notary Public this 20 day of December, 1921.

Frank B. Ross, (---)  
Notary Public.

My commission expires March 6, 1923.

LEGAL NOTICE FROM THE INDIANAPOLIS COMMERCIAL.  
STATE OF INDIANA, MARION COUNTY, SS:

Personally appeared before the undersigned, a Notary Public in and for said County and State, Mary M. Clapp, who being duly sworn upon her oath, says that she is a clerk for the Enquirer Printing and Publishing Company, publishers of the Indianapolis Commercial, a newspaper of general circulation, printed and published in the English Language, in the City of Indianapolis, in the County aforesaid, and that the

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notice, of which the attached is a true copy, was duly published in said paper for three weekly insertions successively, the first of which publication was on the 22 day of December 1921, and the last on the 5 day of January 1922.

Mary M. Glapp.

Subscribed and sworn to before me, this 5 day of January 1922.

Ella W. Quick, (LS)

Notary Public.

My commission expires Nov. 29, 1925.

March 2, 1922. And comes again said administrator and shows to the Court that the defendants Alonzo Mustard, Frank Mustard, Ethel Mustard Ross, Cassie Springstead, Mary Dickinson, Newton Johnson, Walter Johnson, Herman Johnson, Elizabeth Johnson, Floyd Johnson, Ella Springstead, Effie Whitehead, Ella Himes, Swartz Himes, Elmer Himes, Flavius Himes, Mary Dickinson-Clinton, and Elizabeth Johnson Rock, alias Bessie Rock, are each non residents of the State of Indiana, as shown by said petition, and by the affidavit of Donald S. Morris, heretofore filed in said Cause, and said administrator also shows to the Court that each of said non resident defendants have been duly and properly served with notice of the filing and pendency of said petition, and of the time and place fixed for the hearing thereof, by publication of such notice for three weeks successively in the Indianapolis Commercial, a public daily newspaper, of general circulation, printed and published in the City of Indianapolis, Indiana, the last of which said publication was so made and completed at least ten days prior to this time, and at the date fixed for the hearing of said petition.

That a copy of said notice and proof of publication thereof, as aforesaid, is now filed and reads as follows, to wit:

STATE OF INDIANA, MARION COUNTY, SS:

Personally appeared before the undersigned, Frank T. Carroll, Advertising Manager of the Indianapolis News, a daily Newspaper of general circulation, printed and published in the English language, in the City of Indianapolis in the County aforesaid, who being duly sworn, upon his oath, saith that the notice of which the attached is a true copy was duly published in said paper for two days the first of which publication was on the third day of March, 1922, and the last on the 4th day of March, 1922.

Frank T. Carroll  
Advertising Manager, The  
Indianapolis News.

Subscribed and sworn to before me, this 7th day of March, 1922.

John A. Clark, (LS)

Notary Public

My commission expires June 5, 1924.

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And comes now said defendants James A. Mustard and Mary J. Johnson, and each being of lawful age, now enter their appearance in the above entitled cause, and waive the issuing and service of notice and summons therein, and file their answers consenting to the sale of the real estate in said petition described, and which said appearance, waiver, answer and consent are as follows, to wit:-

Comes now James A. Mustard and Mary J. Johnson, defendants in the above entitled cause of action, who are the sole and only heirs at law of Cassandra Mustard, deceased, and each being of lawful age, hereby separately enter their appearance in the above entitled cause of action, and each hereby waives the issuing and service of notice, or summons, upon them therein and each hereby consents to the sale of all of the real estate described in the petition filed by said administrator in the above entitled cause of action, and which said real estate belonged to said Cassandra Mustard at the time of her death.

And comes now the defendant Indianapolis Life Insurance Company, and files its answer to said petition filed by said administrator in which it says that it holds a first mortgage on parcel No. one of the real estate in said petition described, in the sum of \$15,000.00, bearing date of May 14, 1913, and which said mortgage became due and payable within 5 years from the date, thereof, the same having been given to secure the payment of one principal promissory note for \$15,000.00, due in five years from the date of said mortgage, and 10 coupon interest notes for \$450.00 each payable in 6, 12, 18, 24, 30, 36, 42, — 54 and 60 months, respectively after date, and said defendant, Indianapolis Life Insurance Company, asks the Court to fully protect its said interests in ordering a sale of said real estate.

And said defendants Alonzo Mustard, Frank Mustard, Ethel Mustard Ross, Cassie Springstead, Mary Dickinson, Newton Johnson, Walter Johnson, Herman Johnson, Elizabeth Johnson, Floyd Johnson, Ella Springstead, Effie Whitehead, Ella Himes, Swartz Himes, Elmer Himes, Flavius Himes, Mary Dickinson-Clinton and Elizabeth Johnson Rock, alias Bessie Rock, failing to appear, they are each on motion now three times loudly called in open Court, but come not, and herein wholly make default.

And said administrator now files a- inventory and appraisement of the real estate in said petition described, taken and made in due form of the law and reads as follows, to wit:

"Herbert E. Fieber and John J. Reilly, having been heretofore selected by the Judge of the Probate Court of Marion County, Indiana, to act as appraisers for the

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purpose of appraising the real estate hereinafter described, and being free-holders and householders of the neighborhood where said real estate is located, and being dis-interested parties in said Cause, before making said appraisement do now each swear that we will honestly, faithfully and impartially appraise the real estate hereinafter described at its fair cash value.

John J. Reilly,  
Herbert E. Fieber

Subscribed and sworn to before me this 2nd day of March, 1922.

Frank B. Ross, (SEAL)  
Notary Public

My commission expires March 6, 1923.

DESCRIPTION OF REAL ESTATE

PARCEL NO. 1. A portion of the Southwest Quarter of Section 25, in Township 17 North, of Range 3 East, more particularly described as follows; Beginning at the Southwest Corner of Section 25, Township 17 North of Range 3 East, and running thence North along and with Section line 1270-50/100 feet to a point; thence East 1711-50/100 feet to a point in the middle of the railway commonly known as the Monon Railway; thence in a Southerly direction along and with the middle line of said railway 1280 feet to a point in the South line of said Section; thence West 1686-85/100 feet to the place of beginning, containing 47-78/100 acres more or less. Subject to one-half of the right of way of the said Monon Railway, and subject to the right of the public in the highway known as College Avenue and to the right of the Indianapolis Northern Traction Company, and its successor and assigns, in and to a strip 4 rods wide next and adjoining said College Avenue on the East, said highway, and said traction railway together occupying a strip of ground 81 feet in width, measuring from West to East, taken off of the West end of the premises above described.

We hereby appraise Parcel No. 1 of said real estate as being of the value of \$28,668.00.

PARCEL NO. IV. Part of the South East 1/4 of Section 1, Township 16 North, of Range 3 East; Beginning at a point 404-6/100 feet East of the West line and 1080-12/100 feet North of the South line of said 1/4, and running North parallel to the West line of said 1/4, 208-71/100 feet, thence East parallel to the North line of said Quarter 208-71/100 feet, thence South parallel to the West line of said 1/4, 208-71/100 feet; thence West 208-71/100 feet to the beginning, containing 1 acre.

We hereby appraise Parcel No. IV of said real estate as being of the value of \$1500.00.

STATE OF INDIANA, COUNTY OF MARION, SS:

Herbert E. Fieber and John J. Reilly, the undersigned appraisers, have been duly selected by the

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Judge of the Probate Court of Marion County, Indiana, to reappraise the real estate above described, and each being duly sworn according to law on our oaths says that said above described real estate was appraised by us at its fair cash value.

John J. Reilly,  
Herbert E. Fieber

Subscribed and sworn to before me this 2nd day of March 1922.

Frank B. Ross, (SEAL)  
Notary Public

My commission expires March 6, 1923.

And said Administrator being a Trust Company and being organized and doing business under the laws of the State of Indiana, shall not be required to give bond to cover the funds derived from the sale of said real estate.

And said petition being at issue, by the several answer filed thereto, and by the default of all the non-resident defendants in said cause, the same is now submitted to the Court for trial, finding and decree.

And the Court having heard the evidence thereon, and being fully advised in the premises, finds that the personal assets of said estate are insufficient, to pay and discharge the debts and liabilities thereof, and that the real estate in said petition, and hereinafter described is liable to be made assets in the hands of said administrator to pay such indebtedness.

That the mortgage lien claimed and asserted upon said real estate by the defendant, Indianapolis Life Insurance Company, on parcel No. one of said real estate, is a valid and subsisting lien thereon, being prior to all other liens, save taxes unpaid and accrued at the time of said defendant's death, and that upon said mortgage there is now due and unpaid in principal the sum of \$15,000.00, with interest thereon at the rate of 6 per cent from the — day of —, 1921.

The Court further finds that to make assets for the payment of the debts and liabilities of said estate, it will be necessary to sell all of said decedent's interest in said real estate, and that the material allegations contained in said petition are true, as therein stated and set forth.

It is therefore hereby considered and ordered by the Court that the real estate of said decedent in said petition mentioned and described, as follows, to-wit:

Parcel No. 1, a portion of the Southwest Quarter of Section 25, in Township 17 North, of Range 3 East, more particularly described as follows: Beginning at the Southwest Corner of Section 25, Township 17 North, of Range 3 East, and running thence North along and with Section line 1270-50/100 feet to a point; thence East 1711-50/100 feet to a point in the middle of the railway commonly

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known as the Monon Railway; thence in a South-erly direction along and with the middle line of said Railway 1280 feet to a point in the South line of said Section; thence West 1686-85/100 feet to the place of beginning, containing 47-78/100 acres, more or less. Subject to one-half of the right of way of the said Monon Rail-way and subject to the right of the public in the highway known as College Avenue, and to the right of the Indianapolis Northern Traction Company, and its successor and assigns, in and to a strip 4 rods wide next and adjoining said College Avenue on the East, said highway and said traction railway, together, occupying a strip of ground 81 feet in width, measuring from West to East, taken off of the West end of the premises above described,

Parcel No. IV. Part of the Southeast 1/4 of Section 1, Township 16 North, of Range 3 East, be-ginning at a point 404-6/100 feet East of the West line, and 1080-12/100 feet North of the South line of said 1/4, and running North parallel to the West line of said 1/4, 208-71/100 feet; thence East parallel to the North line of said Quarter 208-71/100 feet; thence South parallel to the West line of said 1/4 208-71/100 feet; thence West 208-71/100 feet to the beginning, containing 1 acre, be sold by said administrator, at private sale, for cash, for not less than the full appraised value thereof, and free and clear of said mortgage held by said defendant, Indianapolis Life Insurance Company on Parcel No. 1, of said real estate, but subject to all other liens thereon.

Said administrator is required to give notice of time, terms and place of said real estate by two consecutive publications thereof in the Indiana-polis News, a daily newspaper of general circula-tion printed and published in the City of Indiana-polis, Marion County, Indiana, the last of which said publication shall be made not less than three days from the date of said sale.

And said administrator is required to make due report of its proceedings under the foregoing order, and time is given.

Order Book 74 page 147.

March 8, 1922. The undersigned, administrator of the estate of Casandra Mustard, deceased, respectfully reports to the Court that pursuant to the order heretofore made in this proceedings authorizing and directing the sale of the real estate therein and hereinafter described, it gave notice of the time, terms and place of such sale by the publication of notice thereof, for the time and in the manner required by the terms of said order; that a copy of said notice of sale and the proof of publication thereof, is filed here-with and made a part of this report.

The undersigned administrator further shows to

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the Court that on the 8th day of March, 1922, it sold parcel No. 1 of said real estate, being the following described real estate located in Marion County, Indiana, to wit:

A portion of the Southwest Quarter of Section 25, in Township 17 North, of Range 3 East, more particularly described as follows: Beginning at the Southwest Corner of Section 26, Township 17 North, of Range 3 East, and running thence North along and with Section line 1270-50/100 feet to a point, thence East 1711-50/100 feet to a point in the middle of the railway commonly known as the Monon Railway; thence in a Southerly direction along and with the middle line of said railway 1280 feet to a point in the south line of said Section; thence West 1686-85/100 feet to the place of beginning, containing 47-78/100 acres more or less. Subject to one-half of the right of way of the said Monon Railway and subject to the right of the public in the highway known as College Avenue, and to the right of the Indianapolis Northern Traction Company, and its successors and assigns, in and to a strip 4 rods wide next and adjoining said College Avenue on the East; said highway and said traction railway together occupying a strip of ground 81 feet in width, measuring from West to East, taken off of the West end of the premises above described, to Elmer W. Stout, of Marion County, Indiana, for the sum of \$29,500.00 in cash, that being the highest and best bid received therefor, and more than the full appraised value thereof.

That said purchaser has complied with the terms of said sale by paying to this administrator \$29,500.00, in cash. And said Administrator now brings into Court the cash received from the sale of said real estate and asks that said sale, and its acts as hereinbefore mentioned, may be approved by the Court.

The Fletcher Savings & Trust Co.  
By Donald S. Morris  
Its Trust Officer, Administrator  
of the estate of Cassandra  
Mustard, deceased.

Subscribed and sworn to before me this 8th day of March, 1922, by Donald S. Morris, trust officer of the Fletcher Savings and Trust Company of Indianapolis, Indiana.

Frank B. Ross (SEAL)  
Notary Public

My Commission expires March 6, 1923.

March 8, 1922. Comes now the Fletcher Savings & Trust Company, Administrator of the estate of Cassandra Mustard, deceased, and files the following duly verified report of sale of parcel No. 1 of the real estate heretofore in this proceeding ordered sold, together with proof of the publication of notice of such sale, which said report of sale, and proof of the publication of Notice are as follows, to wit: (here insert.)

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And the Court having examined said report and being sufficiently advised, finds that said administrator, after giving notice of the time, terms and place of sale of said real estate, as required by the order of this Court, authorizing the same, sold Parcel No. 1 of the real estate in his said report, and in the former order of this Court described, to Elmer W. Stout of Marion County, Indiana, for the sum of \$29,500.00, that being the highest and best bid received therefor, and more than the full appraised value thereof.

And the Court further finds that said purchaser has in all things complied with the terms of said sale by paying to this administrator said sum of \$29,500.00 in cash and which said cash said administrator now brings into open Court. And the Court being sufficiently advised, finds that in the interests of said estate, said sale ought to be approved, and the Court now in all things ratifies and confirms the same, together with the acts of said administrator as by him reported.

And said administrator is now ordered to execute its deed conveying said real estate so sold to said purchaser, which said deed is now reported by said administrator, and being examined is now approved by the Court and delivered to said purchaser.

All of which is ordered, adjudged and decreed by the Court,

For full proceedings in the above Cause, see Complete Record 13, page 405.

Order Book 74 page 165,

(Note: The mortgage referred to in above proceedings is recorded in Mortgage Record 614 page 297 and was duly entered satisfied of record on March 16, 1922.



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Land Record  
72 page 522  
March 8, 1922  
Recorded  
March 9, 1922

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Fletcher Savings and Trust  
Company of Indianapolis,  
Indiana, Administrator of  
the Estate of Cassandra  
Mustard, deceased, as  
such Administrator, and  
by order of the Probate  
Court of Marion County,  
Indiana, entered in Order  
Book 74 of said Court, on  
page ----, By Hugh McK. Landon,  
Vice President, Attest:  
Russell G. Sumner, Secretary,  
(Corp. Seal)

Administrator's  
Deed

to

Elmer W. Stout.

A portion of the South West Quarter of  
Section 25, in Township 17 North, of Range 3  
East, more particularly described as follows:

Beginning at the South West Corner of  
Section 25, Township 17 North, of Range 3  
East, and running thence North along and with  
Section line 1270-50/100 feet to a point; thence  
East 1711-50/100 feet to a point in the middle  
of the railway commonly known as the Monon Rail-  
way; thence in a Southerly direction along and  
with the middle line of said Railway 1280 feet  
to a point in the South line of said Section;  
thence West 1686-85/100 feet to the place of  
beginning, containing 47-78/100 acres, more or  
less, subject to one-half of the right of way of  
said Monon Railway, and subject to the right of  
the public in the highway known as College Avenue,  
and to the right of the Indianapolis Northern  
Traction Company, and its successors and assigns,  
in and to a strip 4 rods wide next and adjoining  
said College Avenue on the East, said highway  
and said traction railway together occupying a  
strip of ground 81 feet in width measuring from  
West to East, taken off of the West end of the  
premises above described.

Examined and approved in Open Court, this  
8th day of March, 1922.

Mahlon E. Bash  
Judge of the Probate Court  
of Marion County, Indiana.

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Land Record  
72 page 599  
April 10, 1922  
Recorded  
April 17, 1922

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Mary J. Johnson, unmarried                      Warranty Deed  
to  
Elmer W. Stout

A portion of the southwest quarter of section 25, in township 17 north of range 3 east, more particularly described as follows:

Beginning at the south west corner of section 25, township 17 north, of range 3 east, and running thence north along and with section line 1270-50/100 feet to a point; thence east 1711-50/100 feet to a point in the middle of the railway commonly known as the Monon Railway, thence in a southerly direction along and with the middle line of said railway 1280 feet to a point in the south line of said section; thence west 1686-85/100 feet to the place of beginning, containing 47-78/100 acres, more or less. Subject to one-half of the right of way of the said Monon Railway, and subject to the right of the public in the highway known as College Avenue, and to the right of the Indianapolis Northern Traction Company, and its successor and assigns, in and to a strip 4 rods wide next and adjoining said College Avenue on the east, said highway and said traction railway together occupying a strip of ground 81 feet in width, measuring from west to east, taken off of the west end of the premises above described.

Land Record  
72 page 599  
March 8, 1922  
Recorded  
April 17, 1922

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James A. Mustard and                      Warranty Deed  
Minnie A. S. Mustard,  
his wife  
to  
Elmer W. Stout

A portion of the southwest quarter of section 25 in township 17 north of range 3 east, more particularly described as follows: Beginning at the southwest corner of section 25, township 17 north of range 3 east, and running thence north along and with section line 1270-50/100 feet to a point; thence east 1711-50/100 feet to a point in the middle of the railway commonly known as the Monon Railway; thence in a southerly direction along and with the middle line of said railway 1280 feet to a point in the south line of said section thence west 1686-85/100 feet to the place of beginning, containing 47-78/100 acres, more or less. Subject to one-half of the right of way of the said Monon Railway, and subject to the right of the public in the highway known as College Avenue and to the right of the Indianapolis Northern Traction Company, and its successor and assigns, in

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and to a strip 4 rods wide next and adjoining said College Avenue on the East, said highway and said traction railway together occupying a strip of ground 81 feet in width, measuring from west to east, taken off of the West end of the premises above described.

Land Record  
73 page 30  
May 1, 1922  
Recorded  
May 3, 1922

Elmer W. Stout, unmarried                      Warranty Deed  
to  
Fletcher Savings and Trust  
Company, of Indianapolis,  
Marion County, Indiana,  
Trustee.

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A portion of the Southwest Quarter of Section 25, Township 17 North, Range 3 East, described as follows: Beginning at the Southwest corner of said Section 25, thence North with the Section line 1270.50 feet, thence East 1711.50 feet to a point in the middle of the Monon Railway, thence in a southerly direction along the middle line of said railway 1280 feet to the South line of said section, thence West 1686.85 feet to the place of beginning, containing 47.78 acres more or less, subject to one half of the right of way of said Monon Railway and subject to the right of the public in the highway known as College Avenue and to the rights of the Indianapolis Northern Traction Company and its successors and assigns, in and to a strip 4 rods wide next adjoining said College Avenue on the East, said highway and said traction railway together occupying a strip of ground 81 feet in width measured from west to east taken off of the West end of the premises above described.

Subject to all taxes and assessments.

To have and to hold the said real estate in trust to pay the taxes, assessments and other liens, and encumbrances thereon, to sell and convey all or any part or parts of said real estate, to make contracts for sale, deeds and other instruments for any or all of said purposes, to take and accept any note, mortgage or other obligations given for the purchase price, to sue for, collect and receive such purchase price and give receipts therefor, to release, satisfy and discharge any such note or mortgage and to do and perform any and every act necessary for the due administration of said trust and the preservation of the property and funds thereof; but the trustee are respectively hereby excused from any and all duty of diligence and responsibility with respect to the handling, disbursing and accounting for by said

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Trustee of the purchase price received by it on account of any of such sales and with respect to the due execution and performance by said Trustee, of any of its duties and obligations under said Trust and said grantees are likewise hereby excused from any and all duty of diligence and responsibility respecting the propriety of any act of said Trustee purporting to be done, under or by virtue of the terms of this instrument.

IN THE MARION CIRCUIT COURT

Cause #3449  
Verified  
Petition filed  
March 13, 1931

IN RE: FLETCHER SAVINGS AND TRUST COMPANY PETITION TO CHANGE ITS NAME TO THAT OF "FLETCHER TRUST COMPANY"

May 4, 1931. Affidavit and proof of publication of notice to change name of "Fletcher Savings and Trust Company" to "Fletcher Trust Company", filed disclosing by the affidavit of Stella Menke that such notice was duly published in The Indianapolis Commercial, a daily newspaper of general circulation, for three weekly insertions successively, the first of which publications was on the 14th day of March 1931, and the last on the 28th day of March, 1931.

May 4, 1931. Petition submitted, evidence heard, court finds that the matters and facts stated in said petition are true and that said petition should be granted. It is therefore, ordered, and adjudged by this court that the name of said petitioner be changed from "Fletcher Savings and Trust Company" to "Fletcher Trust Company" and that henceforward said petitioner shall be known by the name of "Fletcher Trust Company" but the name "Fletcher Savings and Trust Company" whenever used heretofore or hereafter shall also be deemed to designate said petitioner as though its true name "Fletcher Trust Company" had been used.

It is further ordered that a copy of this order duly certified by the Clerk of this Court be filed with the Secretary of State of the State of Indiana and with the Recorder of Marion County, Indiana.

It is further ordered that petitioner pay the costs of this proceeding.

Order Book 245 page 433.

Costs paid.

NOTE: Transcript of above decree recorded May 4, 1931 in Town Lot Record 877 page 325 in the office of the Recorder of Marion County, Indiana.

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AUTHORITY OF OFFICERS OF FLETCHER TRUST COMPANY,  
INDIANAPOLIS.

Misc. Record  
271 page 257  
Inst. #20892  
June 29, 1936  
Recorded  
July 28, 1936

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Section 4. The Chairman of the Board or the Vice-Chairman of the Board or the President or a Vice-President and Secretary or an Assistant Secretary shall sign and execute all deeds, bonds, notes, contracts, agreements, transfers, powers of attorney and instruments of writing requiring the corporate seal of the company under the statutes, by laws or rules for carrying on the business of the company, and may sell, transfer and convey all notes, bonds, mortgages, claims, contracts and shares of capital stock and any real estate not used in the conduct of its business. The president, or a Vice President or the Secretary, or an Assistant Secretary shall sign all marginal releases of mortgages paid off, unless otherwise ordered by the Board. The President shall have in special charge the making of any and all loans and investments for or by the company, either for itself or in its fiduciary capacity, but in all such matters shall act and advise as far as practicable with the Executive Committee in company matters and with the Trust Committee in fiduciary matters, and shall cause a report to be made to the Board at each stated meeting of such loans, investments and renewals or changes of the same as the Board at any time may require. In case of the death, resignation or disability of any officer other than the President he may appoint some other person pro tem. Such officers and employes as the Board may designate from time to time shall be authorized to sign checks, drafts, acceptances, mortgage certificates, certificates of deposit, and other instruments required for carrying on the business of the company.

STATE OF INDIANA, COUNTY OF MARION, SS:

E. C. McKinney being duly sworn on oath says that he is Assistant Secretary, Secretary of the Fletcher Trust Company of Indianapolis, Indiana, and that the foregoing is a true and correct copy of Section 4, Article IV of the by-laws of said company, in full force and effect, that Norman Metzger and Charles E. Herin on the 10th day of October, 1935, were and ever since have been the duly elected and appointed Vice President and Assistant Secretary of said company and that the seal annexed hereto is the corporate seal of said company.

E. C. McKinney

Subscribed and sworn to me this 29th day of  
June 1936.

Minnie Balay (LS)  
Notary Public

My commission expires March 1, 1938.

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IN THE SUPERIOR COURT OF MARION COUNTY

Cause No. A-77884  
Filed  
June 15, 1934

Fletcher Trust Company  
vs.  
Oscar X. Buehler  
Josephine S. Buehler  
John H. Buehler  
Laura Buehler

Complaint to  
Quiet Title

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Fletcher Trust Company, plaintiff herein, a corporation organized and existing under the Laws of the State of Indiana, with its office and principal place of business in the City of Indianapolis, County of Marion and State of Indiana, complains of Oscar X. Buehler, Josephine S. Buehler, John H. Buehler and Laura Buehler, defendants herein, and says:

That plaintiff is the owner in fee simple of the following described real estate in Marion County, Indiana, to wit:

A portion of the South West Quarter of Section 25, in Township 17 North, of Range 3 East, more particularly described as follows: Beginning at the South West corner of Section 25, Township 17 North, Range 3 East, and running thence North along and with Section line 1270.50 feet to a point; thence East 1711.50 feet to a point in the middle of the Railway, commonly known as the Monon Railway, thence in a southerly direction along and with the middle line of said Railway 1280 feet to a point in the South line of said Section; thence West 1686.85 feet to the place of beginning, containing 47.78 acres, more or less.

Subject to one half of the right of way of said Monon Railway and subject to the right of the public in the highway known as College Avenue, and to the right of the Indianapolis Northern Traction Company, and its successors and assigns in and to a strip 4 rods wide next and adjoining said College Avenue on the East, said highway and said traction railway, together, occupying a strip of ground 81 feet in width measuring from West to East, taken off of the West end of the premises above described.

That plaintiff acquired title to said real estate by warranty deed dated May 1, 1922, and recorded May 3, 1922 in Deed Record 73, page 30, of the Records in the Office of the Recorder of Marion County, Indiana, which deed was executed, acknowledged and delivered on the date thereof by Elmer W. Stout, unmarried, as grantor, to this plaintiff as grantee; and that in said deed this plaintiff was named as "Fletcher Savings and Trust Company, of Indianapolis, Marion County, Indiana Trustee".

That the name of this plaintiff prior to May 4, 1931 was Fletcher Savings and Trust Company; that on May 4, 1931, pursuant to proceedings had in the Circuit Court of Marion County, Indiana,

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for change of name, the name of this plaintiff was duly changed from Fletcher Savings and Trust Company to Fletcher Trust Company; and that a certified copy of said order and decree changing said name was duly filed in the office of the Secretary of State of the State of Indiana.

That plaintiff acquired title to said real estate and has since continuously held the same as Trustee in name only; that plaintiff has never acted in any trust capacity in the control, management or operation of said real estate; that no other person, firm or corporation has ever had any beneficial interest in said real estate; and that plaintiff and the grantee named in the deed above referred to are one and the same person.

That defendants and each of them are claiming, asserting and attempting to assert and claim an interest in and title to the real estate above described; that such claims of defendants and each of them, are adverse to plaintiff's claim and title, are unfounded and without right, and are a cloud upon plaintiff's title to said real estate.

WHEREFORE plaintiff prays that its title in and to said real estate may be quieted and forever set at rest against any and all claims of each and all of said defendants; and for all other proper relief.

Richard F. Mills  
Attorney for Fletcher Trust  
Company

Summons issued returnable June 28, 1934.

Sheriff's return on summons shows: Josephine S. Buehler and Laura Buehler each served by reading and copy June 18, 1934.

Oscar X. Buehler and John H. Buehler each served by leaving a true copy of the same at their last and usual place of residence June 18, 1934.

June 29, 1934. Comes now the plaintiff by its attorney of record herein.

And it is now shown to the Court by the writs of summons issued herein and the returns of service thereon by the Sheriff of Marion County, Indiana, which writs and returns are in the words and figures following: (Here Insert) that the defendants, Oscar X. Buehler, Josephine S. Buehler, John H. Buehler, and Laura Buehler, were each and severally duly personally served with process in this cause more than ten days before the day fixed by plaintiff by endorsement on its complaint for said defendants and each of them to appear and answer said complaint.

And now on plaintiff's motion defendants, Oscar X. Buehler, Josephine S. Buehler, John H. Buehler and Laura Buehler, having severally failed to appear herein, are each and severally three times loudly called in open Court but come not and herein wholly made default.

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And this cause being now at issue upon the complaint herein, and the aforesaid defaults, is now submitted to the Court without the intervention of a jury, for trial, finding and decree upon the aforesaid issues and default, and the Court having heard the evidence adduced and being sufficiently advised in the premises finds for the plaintiff upon its complaint herein and finds that the allegations of said complaint are true.

The Court further finds that at the commencement of this action plaintiff was in the possession of the real estate described in the complaint herein; and that plaintiff has the legal estate therein and is the owner in fee simple thereof; that defendants and each of them are claiming, asserting and attempting to assert and claim an interest in and title to the real estate described in said complaint; that such claims of defendants and each of them are adverse to plaintiff's claim and title, are unfounded and without right, and are a cloud upon plaintiff's title to said real estate; that said defendants and each of them have no interest or estate in said real estate; and that plaintiff is entitled to have its title to the real estate described in its complaint herein, quieted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY the Court that Fletcher Trust Company, plaintiff, herein, is the owner in fee simple of the real estate described in the complaint herein, being the following described real estate in Marion County, Indiana, to-wit:

A portion of the South West quarter of Section 25, in Township 17 North, of Range 3 East, more particularly described as follows: Beginning at the south west corner of Section 25, Township 17 North, Range 3 East, and running thence North along and with the Section line 1270.50 feet to a point; thence East 1711.50 feet to a point in the middle of the Railway, commonly known as the Monon Railway, thence in a southerly direction along and with the middle line of said railway 1280 feet to a point in the south line of said Section; thence West 1686.85 feet to the place of beginning, containing 47.78 acres, more or less.

Subject to one half of the right of way of said Monon Railway and subject to the right of the public in the highway known as College Avenue, and to the right of the Indianapolis Northern Traction Company, and its successors and assigns in and to a strip 4 rods wide next and adjoining said College Avenue on the East, said highway and said Traction Railway, together, occupying a strip of ground 81 feet in width measuring from West to East, taken off of the West end of the premises above described, and that each and all of the claims of each and all of the defendants herein are without right and unfounded; and that plaintiff's title to said real



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estate be, and the same is hereby quieted and forever set at rest as against each and all of said defendants and all persons claiming under them or either of them. Order Book 564 page 561.

NOTE: A transcript of the above decree ordered August 24, 1934 in Quiet Title Record 5 page 239 in the Recorder's Office of Marion County, Indiana.

Land Record  
41 page 144  
----- 190-  
Recorded  
March 12, 1903

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Ella F. Shanton, and  
A. C. Shanton, her husband,  
(Signs Alvin C. Shanton),  
Mary E. Harcourt, and  
John Harcourt, her husband,  
Rebecca J. Hessong, and  
Thomas P. Hessong, (Signed  
Thos. P. Hessong) her husband,  
Cora E. Hessong, and  
Frank E. Hessong, her husband,  
Fannie F. Johnson, and  
Walter S. Johnson, her husband,

Right of Way

to  
Indianapolis Northern Traction  
Company, a Corporation of the  
State of Indiana.

The right of way for Railroad purposes over, upon and across the following real estate in Marion County and State of Indiana, towit: A strip of land 4 rods wide towit: Adjacent to and parallel with the public highway as the same is located on the West line of Section 25, said strip being in the South West 1/4 of said Section, all in Township 17 North, of Range 3 East. This deed is mad- and accepted subject to the life estate of Esther J. Whiting said strip containing 2 acres. If said road is not built within 2 years from date this deed is to be null & void.

Grantors also convey to grantee and assigns the right and privilege to cut and keep cut the timber on the land adjacent to the right of way herein conveyed that interferes or is likely to interfere with the wire fencing or operation of said railway over said right of way.

Grantee agrees to construct a good substantial woven wire fence with woven wire on the East side of the right of way herein conveyed with the necessary

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gates and grantors covenant and agree for themselves, their heirs and assigns to thereafter maintain said fencing and keep all gates in said fencing closed when not actually passing through the same.

Land Record  
41 page 140  
Jan. 17, 1903  
Recorded  
March 12, 1903

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Esther J. Whiting, and                      Right of Way  
Henry Whiting, her  
husband  
to  
Indianapolis Northern Traction  
Company, a corporation of the  
State of Indiana.

The Right of Way of Rail Road purposes over upon and across the following real estate in the County of Marion and State of Indiana, to-wit:

A strip of land 4— to-wit: Adjacent to and parallel with the public highway as the same is located on the West line of Section 25, said strip of land being in South West 1/4 of Section —. All in Town. 17 North, Range 3 East. Said traction — will be responsible for all damage to crops until fence is constructed.

Grantors also convey to Grantee and assigns the right and privilege to cut and keep out the timber on the land adjacent to the Right of Way herein conveyed that interferes or is likely to interfere with the wire fencing or operation of a Railway over said Right of Way. Grantee agrees to construct a good substantial woven wire fence on the East side of the Right of Way herein conveyed with the necessary gates, and grantors covenant and agree for themselves, their heirs and assigns to thereafter maintain said fencing and keep all gates in said fencing closed when not actually passing through the same.

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Mortgage Record  
414 page 477  
July 11, 1902  
Recorded  
July 17, 1902

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Indianapolis Northern  
Traction Company,  
(Corp. (LS) Seal) by  
Ellis C. Carpenter,  
President,  
Attest: Arthur W. Brady,  
Secretary,  
to  
Union Traction Company  
of Indiana,  
(Corp. L. S. Seal)  
By Geo. F. McCulloch,  
President,  
Attest: James A. VanOsdol,  
Secretary.

For a term of 50 years beginning July 1, 1902 and ending June 30, 1952 the entire lines and systems of street and interurban railroad and plant and equipment thereof of said Lessor now owned and possessed or constructed or in the process of construction or which may be constructed, purchased or otherwise acquired and owned and possessed at any time during said term by said lessor including local street railroad lines and all franchises, rights, privileges, easements and other property real and personal now owned and possessed or which may at any time before the expiration of said term be owned or possessed by said lessor, etc. etc. Subject only to a certain mortgage thereon executed by the Lessor to the Colonial Trust Company as of July 1, 1902 to secure the payment of bonds to the aggregate amount of \$5,000,000.00.

Misc. Record  
41 page 358  
May 27, 1903  
Recorded  
May 28, 1903

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**CONSOLIDATION AND MERGER OF INDIANAPOLIS NORTHERN TRACTION COMPANY AND UNION TRACTION COMPANY OF INDIANA.**

The name of the consolidated company shall be Union Traction Company of Indiana. There is hereby conveyed, transferred and assigned to and vested in the said consolidated company all the property and corporate and other franchises, rights and powers now or which hereafter may be vested in said constituent companies respectively, to be had, held, possessed and enjoyed by said consolidated company as fully and to the same extent as the same have been and are now or may be held by said constituent companies respectively and the same shall continue in said consolidated company subject to the duties and obligations imposed upon and existing against each of said constituent companies or their respective properties.

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The Capital Stock of said Consolidated Union Traction Company of Indiana shall be \$8,500,000.00 which shall be divided into 85,000 shares of the par value of \$100.00 each, 75,000 of said shares of the aggregate par value of \$7,500,000.00 shall be common stock and 10,000 of said shares of the aggregate par value of \$1,000,000.00 shall be preferred stock.

Misc. Record  
71 page 349  
May 13, 1912  
Recorded  
May 14, 1912

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CONSOLIDATION AND MERGER OF UNION TRACTION COMPANY OF INDIANA AND INDIANA UNION TRACTION COMPANY.

The name of the consolidated company shall be Union Traction Company of Indiana. There is hereby conveyed, transferred and assigned to and vested in the said consolidated company all the property and corporate and other franchises, rights, and powers now or which may hereafter be vested in said constituent companies respectively, to be had, held, possessed and enjoyed by said consolidated company as fully and to the same extent as the same have been and are now or may be held by said constituent companies respectively, and the same shall continue in said consolidated company subject to the duties and obligations imposed upon and existing against each of said constituent companies, or their respective property, and also subject to the limitations and conditions in the agreement set forth. The capital stock of the said consolidated Union Traction Company of Indiana shall be \$9,000,000.00, divided into 90,000 shares of the par value of \$100.00 each, of which 10,000 shares of the aggregate par value of \$1,000,000.00 shall be first preferred stock, 30,000 shares of the aggregate par value of \$3,000,000.00 shall be second preferred stock and 50,000 shares of the aggregate par value of \$5,000,000.00 shall be common stock.

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Town Lot Record  
865 page 240  
Inst. #28765  
July 17, 1930  
Recorded  
Aug. 16, 1930

RECEIVER'S DEED

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THIS INDENTURE, made as of the 17th day of July 1930, WITNESSETH, That

WHEREAS, on or about the 31st day of December, 1924, in a certain action instituted in the Madison Circuit Court, of Madison County, Indiana, by Westinghouse Electric & Manufacturing Company against Union Traction Company of Indiana, being Cause No. 7202, upon the docket of said Court, Arthur W. Brady was appointed Receiver of said Union Traction Company of Indiana, and as such took possession and control of the property of said company, consisting of interurban and street railway properties, franchises and other property; and

WHEREAS, such proceedings were had in said cause, and in other causes in said Court consolidated therewith as "Consolidated Cause No. 7202", that on the 6th day of June, 1930, a decree was entered directing the sale of the property of said company and transferring certain liens existing thereon to the funds arising from such sale, all as in said decree provided; and in and by said decree Arthur W. Brady, as such receiver, was directed to sell all the interurban and street railway properties, franchises and other property directed by said decree to be sold; and

WHEREAS, under and in pursuance of said decree and in obedience thereto; and after due publication as directed by said decree of notice of the time and place of the sale, describing briefly the property to be sold and referring to said decree for further particulars, the said Arthur W. Brady, as such Receiver, so directed to make said sale, did sell at public auction at the principal office of said Union Traction Company of Indiana, situated upon the sixth floor of the building known as the Farmers Trust Building, in the City of Anderson, Indiana, on the day and at the hour fixed by said Receiver in said notice of sale and in the manner specified and directed in said decree, and upon the terms and conditions therein set forth, all and singular the interurban and street railway properties, franchises and other property which he was by said decree directed to sell; and

WHEREAS, at said sale Bernard P. Shearon, of Hammond, Indiana, having first made with said Receiver the deposit required by said decree as a pledge of good faith, and having become the highest and best bidder therefor, became the purchaser of certain portions of said interurban and street railway properties, franchises and other property so offered for sale; and

WHEREAS, said Arthur W. Brady, as Receiver, did duly make his report of sale to said Court, and the said report and said sale reported therein have been

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duly approved and confirmed by said Court; and

WHEREAS, said Bernard P. Shearon has made full settlement with said Receiver for the purchase price of said property so sold to him in the form and manner and in the amount provided by said report of sale and the order of said Court approving the same; and

WHEREAS, in said order confirming said sale said Receiver was directed upon receipt of the purchase price therefor to execute and deliver to said Bernard P. Shearon, or his assignee or nominee, a deed and/or other instruments of assignment, in form to be approved by said Court, conveying and transferring to the Grantee named herein all of the said interurban and street railway properties, franchise and other property so sold by said Receiver to said Bernard P. Shearon, but subject to certain liens, terms and conditions as in said decree of sale provided; and

WHEREAS, said Bernard P. Shearon, pursuant to the right so vested in him by said decree, has, by an instrument in writing duly executed by him and delivered to said Receiver, nominated Indiana Railroad, an Indiana corporation, to receive the title under such deed and/or other instruments of assignment to the property so purchased by said Bernard P. Shearon, but excepting the Hill Top Substation property described in Lots three and fourteen of Group B in Article XXII of said decree of sale, and excepting the equity in the collateral described in Lot Four in Group H. of Article XXII of said decree, and excepting the interests in 2194 shares of common capital stock of Terminal Realty Corporation described in Lot Nine in Group A and in Lot Nine in Group B of Article XXII of said decree, and excepting all of the capital stock (\$10,000. par value) of Traction Land Company described in Lot Five of Group C of Article XXII of said decree, and excepting \$500 par value of capital stock of Traction Light & Power Company described in Lot Three in Group H of Article XXII of said decree, and has directed said Receiver to name said Indiana Railroad as grantee in such deed and/or other instruments of assignment.

NOW, THEREFORE, the said Arthur W. Brady, as Receiver of Union Traction Company of Indiana, for and in consideration of the premises and of the sums paid in accordance with the terms of said decree, has granted, bargained, transferred, sold, assigned and conveyed, and by these presents does grant, bargain, transfer, sell, assign and convey unto Indiana Railroad, an Indiana corporation, all the interurban and Street Railway properties, franchises and other property by said Receiver sold to said Bernard P. Shearon, but excepting the Hill Top Substation property described in Lots three and fourteen in Group B of Article XXII of

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said decree of sale, and excepting the equity in the collateral described in Lot Four in Group H of Article XXII of said decree, and excepting the interests in 2194 shares of common capital stock of Terminal Realty Corporation described in Lot Nine in Group A and in Lot Nine in Group B of Article XXII of said decree, and excepting all of the capital stock(\$10,000 par value) of the Traction Land Company described in Lot Five in Group C of Article XXII of said decree, and excepting \$500 par value of capital stock of Traction Light & Power Company described in Lot three in Group H of Article XXII of said decree, in accordance with the decree of sale and the order of said Court confirming the same and as therein particularly described, including the following, all within the State of Indiana:

The interurban street railroad extending from a connection with the street railroad of the Indianapolis Street Railway Company at the intersection of College Avenue and 63rd Street in the City of Indianapolis, northward through the cities, towns or villages of Carmel, Noblesville, Cicero, Arcadia, Atlanta, Tipton, Sharpsville, Fairfield, Kokomo, Cassville, Bennett's, Miami, and Bunker Hill to a connection with the street and interurban street railroad of the Winona Railroad Company at the intersection of Broadway and Seventh Street in the City of Peru.

All other real estate and all easements, rights and interests therein owned by said Union Traction Company of Indiana, wherever situated, except the real estate conveyed by deed of said Receiver executed as of the date hereof to William S. Gorman of Chicago, Illinois.

The conveyance made or evidenced by this indenture is, however, subject.

(1) To the lien of all taxes and assessments lawfully levied or assessed upon or on account of the above described property and remaining unpaid at the date of this conveyance.

(2) To the lien of a certain indenture of mortgage and deed of trust dated May 1, 1895, executed by Marion City Railway Company to Francis A. Palmer, Trustee (now The Equitable Trust Company of New York, successor-trustee), securing an issue of bonds of \$400,000 of which \$328,000 in principal amount are now outstanding, which is a lien upon a part of the above described property.

(3) To a certain indenture of mortgage and deed of trust dated December 1, 1897, executed by the Citizens Street Railway Company (of Muncie, Indiana) to Guarantee Trust and Safe Deposit Company (now Tradesmens National Bank & Trust Company) of Philadelphia, Trustee, securing an issue of bonds, of

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which \$36,000.00 in principal amount are now outstanding, which is a lien upon a part of the above described property.

(4) To a lien (junior only to the specific liens hereinabove referred to) in favor of the holder of any claim for damages to person or property arising out of the operation of said property hereinabove described during the operation thereof by said Arthur W. Brady, Receiver, in the event, but only in the event, that such claim shall hereafter be reduced to final judgment (and affirmed on appeal, if appeals are in any cases taken from such judgments) against said Union Traction Company of Indiana or Arthur W. Brady, Receiver.

(5) In the event that judgment of the Madison Circuit Court entered on the 25th day of March, 1929 denying a preference to the several tort claims as set forth in paragraph 18 of Article VII of said decree of sale of said Madison Circuit Court entered on the 6th day of June, 1930, except (a) the claim of Edward Benbow in the amount of \$800 which arose out of an accident upon the property known as the Muncie-Union City division; (b) the claim of F. D. Walters in the amount of \$5, which arose out of operation of The Muncie, Hartford & Fort Wayne Railway Company property, (c) the claim of T. L. Steenerson in the amount of \$15, and the Claim of Charles B. Alexander in the amount of \$35.10, which arose out of the operation of the property of the Indianapolis, New Castle and Eastern Traction Company, and (d) the claim of Rachel Long in the amount of \$95., which arose out of the operation of The Muncie and Portland Traction Company property, shall be reversed (an appeal being now pending in the Appellate Court of Indiana in the cause docketed as No. 13908, upon the docket of said Court), and thereafter the rights of said tort claimants to a preference over the mortgages mentioned in Article IV of said decree of sale shall be finally established. Then to the extent that such preference shall be so established, the holders of said tort claims shall have a first lien (junior only to the specific liens hereinabove referred to) upon the property hereinabove described.

(6) Said Indiana Railroad shall take said property subject to the obligation imposed by said decree of sale upon the purchaser thereof to satisfy and discharge all obligations and/or liabilities which have been duly contracted or incurred by said Arthur W. Brady, Receiver, under authority of said Court prior to delivery of possession of the property herein conveyed.

TO HAVE AND TO HOLD all and singular the above described property unto said Indiana Railroad, its successors and assigns, forever.



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THIS INDENTURE FURTHER WITNESSETH, that, in consideration of the premises and pursuant to the above mentioned decree, Union Traction Company of Indiana and Traction Land Company do hereby join in the foregoing conveyance and do now release and quit-claim unto said Indiana Railroad, its successors and assigns, all their right, title and interest in and to the above described property so sold, assigned and conveyed by said Receiver.

IN WITNESS WHEREOF, each said Arthur W. Brady, as Receiver of Union Traction Company of Indiana, said Union Traction Company of Indiana, and said Traction Land Company has duly executed this indenture as of the date first aforesaid.

Arthur W. Brady,  
as Receiver of Union Traction Company  
of Indiana.

Union Traction Company of  
Indiana, (Corp. Seal)

By Arthur W. Brady, President

Attest: Walter Shroyer, Secretary  
Traction Land Company (Corp. Seal)

By Arthur W. Brady, President

Attest: Walter Shroyer, Secretary

(Duly acknowledged).

Examined and approved in Open Court this 17th  
day of July, 1930.

Carl F. Morrow,

Judge of the Madison Circuit Court

(NOTE: The above deed does not specifically  
describe the real estate herein certified to.)

Misc. Record  
222 page 580  
Inst. #24944  
July 12, 1930  
Recorded  
July 15, 1930

ARTICLES OF REORGANIZATION OF INDIANA RAILROAD.

The exact name of this corporation is Indiana  
Railroad.

This corporation was incorporated July 20, 1920.

This corporation was incorporated under the Act  
of June 4, 1861; entitled "An Act for the incorpor-  
ation of street railroad companies."

The name of this corporation shall be Indiana  
Railroad.

The purpose or purposes for which it is reorgan-  
ized are as follows:

(a) To construct, purchase, rent, lease or

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otherwise acquire, and to own, maintain, operate and control street railroad, interurban, street railroad, and suburban street railroad lines and systems, or any part or parts thereof, along, over, upon, under or above public and private streets, highways, rights of way and other places in, through, between and connecting any and all cities, towns, villages, communities, or places in the state of Indiana, or elsewhere, together with any and all property appertaining thereto or used or useful in connection therewith, and to take, transport, carry and convey passengers and property on said lines and systems and to receive tolls and compensation therefor;

(b) To carry on, by means of street cars, interurban cars, trains and locomotives, and by trackless trolleys motor vehicles, aeroplanes and airships, the general business of a common carrier and a private carrier engaged in the transportation of persons and property for hire along over, upon, under or above public and private streets, avenues, highways, rights of way and other public and private places within the state of Indiana, and elsewhere and to do any and all things necessary or useful or convenient in connection therewith;

(c) To acquire all necessary franchises, licenses, grants, permits and other evidences of authority to carry on said business; and to sell, transfer, assign, or dispose of said franchises, licenses, grants, permits or other evidences of authority to carry on said business;

(d) To enter into running or operating contracts or agreements with, or to take a lease or leases of, the road, lines, equipment, property and plant of any other common carrier or private carrier or appurtenant business of this or any other state;

(e) To purchase and own all or a part of the shares of capital stock and bonds and other securities of any other corporation, domestic or foreign, engaged in the same, similar or appurtenant business, and to invest its funds therein;

(f) To have and to exercise all the powers necessary and convenient to carry into effect the purposes for which this corporation is formed;

(g) In general, to transact and carry on all or any other business, and to have and exercise any and all other powers, now or hereafter permitted by law, which may be necessary, incidental or proper in the exercise of any or all of the aforesaid purposes of the corporation.

The period during which it is to continue as a reorganized corporation is perpetual.

The total number of shares into which its authorized capital stock is to be divided is 1600.

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shares of common stock and 500 shares of preferred stock, consisting of shares as follows: all shares having a par value of \$100.00 each.

The following rights, preferences, qualifications limitations and restrictions shall attach to said preferred stock and said common stock respectively, as hereinafter provided, to wit:

(a) The holders of the preferred stock shall be entitled in preference and priority over the common stock to receive in each fiscal year when, if and as declared by the board of directors from the net profits or surplus applicable thereto, non-cumulative dividends at the rate of six per centum per annum (6%) and no more. The dividends on said preferred stock shall be declared and set apart to be paid to the holders thereof in any year before any dividends whatsoever for such year shall be declared, set apart or paid on the common stock. In the event of any liquidation or dissolution or winding up whether voluntary or involuntary of the corporation, the holders of the preferred stock shall be entitled to be paid in full the par value of their shares before any amount shall be paid to the holders of the common capital stock; but after such payment the holders of the preferred capital stock shall have no right or claim to the remaining assets of the corporation. The owners of the preferred stock shall have equal voting rights with the owners of the common stock. The foregoing provisions regarding the preferred stock except as to amount thereof, shall not be changed without the consent of the holders of all of the preferred stock then outstanding.

(b) The common stock shall be subject to all the rights and privileges of the preferred stock and no dividends shall be paid thereon in any year prior to the payment of the current dividends on the preferred stock. Each holder of stock shall be entitled at all meetings of the stockholders to one vote in person or by proxy for each share of stock appearing in his name on the books of the corporation at any time fixed for the closing thereof by the by-laws of the corporation, but not less than ten or more than thirty days next preceding any stockholders meeting.

The amount of paid in capital with which this reorganized corporation will continue in business is \$500.00.

The number of directors of this corporation shall be three.

The names and addresses of the first board of directors of the reorganized corporation are as follows:

Charles W. Chase, 220 West 44th St., Gary, Lake County, Indiana.

Thomas G. Hamilton, 556 Jefferson St., Gary, Lake County, Indiana.

B. P. Shearon, 34 Highland St., Hammond, Lake County, Indiana.

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IN THE SUPERIOR COURT OF MARION COUNTY

Cause A-72820  
Complaint filed  
June 27, 1933

General Electric Company,  
a Corporation,

-vs-

Indiana Railroad, a  
Corporation.

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Suit instituted for the appointment of a  
Receiver.

(Summons not on file.)

June 27, 1933. Defendant Indiana Railroad, a  
corporation by its attorney files answer admitting  
each and every allegation contained in the complaint  
filed herein and admits the necessity for the appoint-  
ment of a Receiver as prayed for in said complaint.

June 27, 1933. Comes now the plaintiff, General  
Electric Company, and it appearing to the Court that  
the complaint and application for receiver herein has  
been heretofore filed with the Clerk of this Court  
and is in the words and figures following, to-wit:  
(here insert); and that a summons has been duly  
issued thereon to the Sheriff of Marion County, and  
is now in the hands of said Sheriff for service upon  
and against the defendant upon the complaint herein,  
and thereupon comes the defendant in open court and  
now files its answer to said complaint in the words  
and figures following, to-wit: (here insert).

And this cause being now at issue, the same is,  
with the consent of the parties, submitted to the  
Court for trial, hearing and determination upon the  
application for receiver herein, and the Court, having  
heard the evidence and being well and sufficiently  
advised in the premises, finds that the plaintiff is  
a creditor of the defendant, and that the defendant  
is indebted to plaintiff on the demand sued on, the  
amount of such indebtedness to be hereafter determined  
upon the trial of the issue involving the amount of  
said demand.

And the Court further finds for the plaintiff,  
upon the application for a receiver or receivers  
herein, that the defendant is a corporation reorganiz-  
ed under the provision of the Indiana General Corpora-  
tion Act, approved March 16, 1929, and owns and is  
engaged in operating and conducting an extensive sys-  
tem of street and interurban railroads, in the State  
of Indiana and also operates, as lessee, the street  
railway system and a motor bus system in the City of  
Terre Haute, Indiana; that it is a common carrier and  
is engaged as a public utility corporation in the  
carrying of persons and property for hire; that defen-  
dant is largely indebted and financially embarrassed  
and is unable to meet and pay obligations now due,  
including plaintiff's indebtedness sued on herein;  
that the defendant is in imminent danger of insolvency

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and that it is necessary, in order to secure ample justice to the plaintiff and to the defendant, its stockholders and creditors, and to protect the property, business and interests of the defendant, that a receiver be appointed without delay to take charge, possession and control of all of the property, business and assets of said defendant, Indiana Railroad, wherever situated or located and of whatever kind and character, consisting principally of street and inter-urban railroads, stations, tracts, rolling stock, supplies, materials, accounts receivable, cash on hand and on deposit, buildings, power houses and substations held or owned by defendant or in which it has any interest, either leasehold or of any other nature or character, wherever situated, together with all books and records, furniture, appliances and equipment, rights and choses in action, licenses, franchises, contracts and agreements.

And the Court further finds that it is necessary to protect the interests of the plaintiff and the defendant and its stockholders and creditors that, until the further order of the Court, said property and business of said defendant be kept in operation without disturbance, and that the receiver so appointed shall have full authority to operate the same and conduct the business of said defendant; and that it is necessary for the protection of the rights and interests of the plaintiff and the defendant that such receiver be authorized and empowered to prosecute and defend all pending actions and proceedings for and on behalf of and in the name of said defendant and to be substituted for the defendant in all such proceedings where such substitution may be necessary in the tribunal in which such proceedings may be pending, and that such receiver have power and authority to institute, maintain and prosecute or defend any and all actions or proceedings before any and all Courts, boards, commissions or tribunals which may affect the rights of said defendant or such as may be necessary for the protection of the rights and interests of said defendant in the judgment and opinion of said receiver; and that said receiver be authorized and empowered to pay and defray the expenses of the operation, maintenance and conduct of the business of said defendant.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED by the Court that the defendant is a corporation engaged in the operation of street and inter-urban railroads and buses, and is a common carrier; that it is financially embarrassed and is in imminent danger of insolvency, and that it is necessary in order to secure ample justice to the parties that a receiver be appointed to take charge of the property, business and affairs of the defendant.

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And the Court now orders that a receiver be appointed for said purpose and the Court now appoints Bowman Elder as such receiver and fixes the amount of the bond to be given by said Receiver and to be payable to the Clerk of this Court for the use and benefit of any and all interested persons, at \$50,000.00 and thereupon comes said Bowman Elder and accepts said appointment, and now files and presents to the Court his bond in due form in the sum of \$50,000.00, duly conditioned as by law provided, payable to the Clerk of this Court for the use and benefit of any and all interested persons, with Fidelity and Deposit Co. of Maryland as surety thereon, which bond is seen, examined and approved by the Court and is now filed and reads as follows, to wit: (Here Insert).

And said Bowman Elder as such Receiver, now takes and subscribed an oath for the faithful discharge of his duties as such Receiver and duly qualifies as by law provided.

And the Court now orders that said Receiver proceed forthwith and without delay to take charge, possession and control of all the property, business and affairs and assets of said Indiana Railroad of every nature, kind and character, whatsoever and where-soever located, including the property described in the complaint and in the finding herein; that said Receiver hold, control, manage and operate the same under the franchises, rights and obligations of said defendant; that said Receiver keep and maintain said property and all parts thereof in repair and condition to perform the objects and functions for which the same are intended and used, unless hereafter otherwise directed by the Court; and said Receiver is authorized and empowered to collect all demands in favor of said Indianapolis Railroad and to receive and collect all fares, tolls and charges arising or accruing in the operation of said business, and to pay and defray all labor and expenses connected with such operation, and to employ all such managers, assistants, agents, and laborers and may be necessary in the operation and conduct of said business, and to do and perform all and singular all things which may be necessary in the judgment of said Receiver for the protection and preservation of the property and rights in his possession as such Receiver and for the maintenance and promotion and advancement of the welfare, business and interests of said defendant and all persons interested therein.

IT IS FURTHER ORDERED AND ADJUDGED that said Receiver be and he hereby is fully authorized and empowered to select and employ such attorney or attorneys as he may deem necessary, subject to the approval of the Court, and to institute and prosecute

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all such suits, actions, and proceedings before all Courts, boards, commissions and tribunals as may be necessary in his judgment for the protection of the property and trusts hereby vested in him, and all such as may be now pending, and likewise to defend all actions and proceedings instituted against him or against the property in his possession as such Receiver, and all such as may now be pending; and said Receiver is hereby authorized and empowered to compromise compound, settle and adjust any actions, proceedings or suits, claims or demands now pending or which may hereafter be brought or instituted or arise in favor of or against said Receiver or against the property in his possession as such Receiver, which in his judgment may be for the benefit, advantage, protection or preservation of the property in his possession as such Receiver; and a duly certified copy of this decree shall be the authority of said Receiver for so doing and this cause upon the other issues of the complaint herein is continued and time is given.

Russell J. Ryan  
JUDGE OF MARION SUPERIOR COURT,  
Room 5.

Order Book 555 page 445.  
June 27, 1933. Oath of Receiver filed.

Order Book 550 page 603.

July 29, 1940, PETITION OF RECEIVER TO EXECUTE  
RIGHT OF WAY DEEDS IN EXCHANGE FOR EASEMENTS ON  
ABANDONED LINES.

The undersigned, Bowman Elder, as Receiver of Indiana Railroad, would respectfully show to the Court that as a result of the abandonment of certain lines of interurban electric railway, the right of way land formerly occupied by such railroad is no longer used or useful in the operation thereof but that, instead, the same has become and will be a continuous expense in the way of taxes and upkeep unless disposed of by this Receiver. That pursuant to the usual and customary plan in such situations heretofore followed by this Receiver and by other similar utilities, this Receiver has offered to deed the various tracts of land comprising such right of way to the adjoining land owners in return for perpetual easements over such right of way tracts for utility purposes. As a result of such offer so made by this Receiver, tentative agreements have been entered into for the conveyance of such tracts and the receipt, in lieu thereof, of easements covering the same as follows:

17. With Fletcher Trust Company for the following described real estate in Marion County, State of Indiana, to wit:

A portion of a strip of land owned by the Indiana

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Railroad and formerly used as a right of way for an Electric Interurban Railroad situate in the Southwest Quarter of Section 25, Township 17 North, Range 3 East, Marion County, Indiana, being the same strip of land as was deeded to the Indianapolis Northern Traction Company by Esther J. Whiting and Henry Whiting, her husband, by deed dated January 17th, 1903, and recorded in Deed Record 41, page 140, in the Recorder's Office of Marion County, Indiana, more particularly described as follows, to-wit:-

A strip of land 4 rods wide lying parallel with and immediately adjacent to the East line of a certain North and South highway sometimes known as College Avenue, situate on the West line of said Section 25. Said 4 rod strip of land commencing at the South line of said Section 25 and extending Northwardly 1270.5 feet; containing 1.92 acres more or less.

(Also other tracts of real estate).

That in the case of said three last named right of way tracts, the usual and customary plan followed in such situations by this Receiver of deeding the tract in return for a perpetual easement for utility purposes to be executed and delivered by the grantee would create uncertainty and possibly difficulty because of peculiar circumstances.

That in consequence thereof, this Receiver has offered in said three instances to deed said right of way to said grantee, excepting therefrom and reserving to Indiana Railroad, its successors and assigns a right of way and perpetual easement for utility purposes over said right of way tract.

And this Receiver would now show to the Court that said rights of way above described have no market value nor are the same of any particular value whatever except to the adjoining property owners.

And this Receiver would now further show to the Court that the carrying out of such arrangement would be of distinct value and benefit to this receivership and Indiana Railroad in that it will eliminate the payment of taxes and the keeping up of fences along said rights of way but at the same time will perpetually preserve to this receivership and to Indiana Railroad, easements over the same for utility purposes.

And this Receiver now presents to the Court with this petition his proposed deeds for the conveyance of the said rights of way to each and all of the persons hereinbefore named as owners of said property and asks that the same be approved and that he be authorized to deliver said deeds to said grantees with easements properly reserved or upon the delivery by them to him of the above mentioned duly executed easements for rights of way in, over, upon and along said various properties.



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WHEREFORE, said Receiver would pray an order of the Court authorizing him to convey said various rights of way in exchange for said easements, authorizing him to deliver said deeds reserving easements and/or upon the proper delivery of said duly executed instruments of easements to him, authorizing him to deliver said deeds in exchange therefor.

Bowman Elder

Receiver of Indiana Railroad

Subscribed and sworn to before me this 24th day of July, 1940.

Geraldine McCracken (LS)

Notary Public

My commission expires Oct. 16, 1942.

And the Court having examined said petition together with the Receiver's deeds presented in connection therewith and being duly advised in the premises now finds that the allegations in said petition are true and that it would be to the advantage and benefit of said Receiver and to Indiana Railroad to convey said rights of way therein described to said persons therein named in exchange for easements over said various property for utility purposes as described therein. That said deeds are sufficient and in proper form and should be approved by the Court and said Receiver should be authorized to execute and deliver said deeds upon the concurrent delivery to him by said grantees of the duly executed instruments of easement referred to in said petition; and that the prayer of said petition should be in all things granted.

IT IS THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED by the Court that the Receiver's deeds from said Receiver to the said persons named in said petition, be, and the same are, hereby approved and the conveyances by said Receiver to said grantees, be, and the same are, hereby authorized and confirmed; and that said Receiver, be, and he is, hereby fully authorized, empowered, ordered, and directed to deliver said deeds to said various grantees simultaneously with the delivery by them to him of the proper duly executed instruments of easement as set out and described in said petition.

See Order Book -- page --.

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Town Lot Record  
1041 page 81  
Inst. #32508  
May 27, 1940  
Recorded  
Aug. 2, 1940

Bowman Elder, as receiver  
of Indiana Railroad, by  
authority of the Marion  
Superior Court, Room 5,  
of Marion County, Indiana,  
in which said receivership  
is pending,

Receiver's Deed  
(No U. S. Revenue  
Stamps Attached)

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to  
Fletcher Trust Company.

A portion of a strip of land owned by the Indiana Railroad and formerly used as a right of way for an Electric Interurban Railroad situate in the Southwest 1/4 of Section 25, Township 17 North, Range 3 East, Marion County, Indiana, being the same strip of land as was deeded to the Indianapolis Northern Traction Company by Esther J. Whiting and Henry Whiting, her husband, by deed dated January 17th, 1903 and recorded in Deed Record 41, page 140, in the Recorder's Office of Marion County, Indiana, more particularly described as follows; towit:

A strip of land 4 rods wide lying parallel with and immediately adjacent to the East line of a certain North and South Highway sometimes known as College Avenue, situate on the West line of said Section 25. Said 4 rod strip of land commencing at the South line of said Section 25 and extending northwardly 1270.5 feet, containing 1.92 acres more or less.

IT IS UNDERSTOOD AND AGREED that in addition to any and all other consideration for the making of this conveyance, the said grantee has, concurrently herewith, executed and concurrently with the delivery of this deed will deliver to said Receiver for the benefit of Indiana Railroad, a certain instrument of easement for various utility purposes upon, over, across and under the real estate above described, all as set out in said instrument of easement.

Examined and approved, and delivery authorized,  
in open Court this 29 day of July, 1940.

Herbert E. Wilson  
Judge Marion Superior Court,  
Rm. 5., Marion County, Indiana.

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Town Lot Record  
1041 page 82  
Inst. #32509  
May 27, 1940  
Recorded  
Aug. 2, 1940

Fletcher Trust Company  
(Corp. Seal)  
By Norman Metzger,  
Vice President,  
Attest: Chas. E. Herin,  
Assistant Secretary,

Easement

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to  
Indiana Railroad, and  
to its successors and assigns.

A right of way and perpetual easement to construct, maintain and operate a pipe line or lines for the transmission of oil or gas, and a line or lines with the necessary poles, wires, cables and appurtenances for the transmission, distribution and delivery of electrical energy to other persons and concerns and to the public in general, for light, heat, power, telephone, and/or other purposes in, upon and along and over the real estate of the grantor, situated in Section 25, Township 17 N. Range 3 E. in Marion County Indiana, and described as follows:

A portion of a strip of land owned by the Indiana Railroad and formerly used as a right of way for an Electric Interurban Railroad situate in the Southwest 1/4 of Section 25, Township 17 North, Range 3 East, Marion County, Indiana, being the same strip of land as was deeded to the Indianapolis Northern Traction Company by Esther J. Whiting and Henry Whiting, her husband, by deed dated January 17th, 1903, and recorded in Deed Record 41, page 140, in the Recorder's Office of Marion County, Indiana, more particularly described as follows; to-wit:

A strip of land 4 rods wide lying parallel with and immediately adjacent to the East line of a certain North and South Highway sometimes known as College Avenue, situate on the West line of said Section 25. Said 4 rod strip of land commencing at the South line of said Section 25 and extending northwardly 1270.5 feet, containing 1.92 acres more or less.

This Easement is executed upon the express condition that no steel towers shall be erected on said real estate by said grantee, its successors and assigns.

The grantor reserves the use of the above described land not inconsistent with this grant. The grantee shall and will indemnify and save the grantor harmless from any and all damages, injuries, losses, claims, demands, or costs proximately caused by the fault, culpability or negligence of the grantee in the construction, maintenance and operation of said transmission line or lines and the structures and appurtenances connected therewith over, across and along the above described real estate.

Access to the above described land over the adjoining lands of the grantor is hereby granted when necessary, but where a public highway adjoins

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the land above described, then access shall be from such highway. Any damages to the crops, fences, or buildings of the grantor, on lands of the grantor adjoining the premises above described, done by the grantee in the construction, maintenance, operation, repair and renewal of said transmission line or lines, structures and appurtenances shall be promptly paid for by the grantee. The grantee may cut trees, or other perennial growth growing upon said land which are so situated as to be a source of danger to the conductors and equipment of the grantee, located on the right-of-way, so far as may be reasonably necessary to the construction, maintenance and operation of said line or lines.

These presents to be binding on the heirs, executors, administrators, grantees, and assigns of the grantor, and upon the grantee, its successors and assigns.

Plat Book  
25 page 385  
Inst. #37484  
Aug. 26, 1940  
Recorded  
Sept. 5, 1940

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SHERWOOD VILLAGE, an Addition to the Town of Meridian Hills.

Being a Subdivision of part of the Southwest 1/4 of Section 25, Township 17 North, Range 3 East, more particularly described as follows: Beginning at the Southwest corner of said 1/4 Section and running thence East in and along the South line thereof 1093.5 feet to a point in Williams Creek, thence following the meanders of said Creek North 24° 46' East 237.56 feet, thence North 1° 59' East 295.0 feet, thence North 18° 33' East 154.0 feet, thence North 20° 12' West 159.55 feet, thence North 0° 22' West 460.0 feet, thence West parallel to the South line of said 1/4 Section 1186.5 feet to a point in the West line of said quarter section, thence South in and along said West line 1270.5 feet to the place of beginning, containing in all 36.35 acres, more or less.

This subdivision consists of 55 lots, Block "A" and Streets as shown on this plat. The sizes and numbers of Lots and Blocks are shown on this plat. Widths of Streets is also denoted. Distances given are in feet and decimals thereof. Subdivision corners have been permanently marked as shown on this plat.

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I hereby certify that this plat is true and correct representing a survey made by me August 20, 1940.

Herbert Bloemker (LS)

Registered Engr, Ind. No. 1836

The Fletcher Trust Company, duly incorporated as such under the laws of the State of Indiana, being the owner of the land herein described does, by its duly constituted officers, hereby lay off, plat and subdivide the same in accordance with this certificate. This subdivision shall be known and designated as "Sherwood Village", an Addition to the Town of Meridian Hills.

The Streets are hereby dedicated to Public Use.

All lots in this Addition shall be known and designated as Residential Lots. No structure shall be erected, maintained or altered on any lot in this subdivision other than one-single-family detached dwelling not exceeding two and one-half stories in height, with accessory private garage for not more than three cars. No use other than residential shall be permitted on any lot in this Subdivision.

No building shall be erected, placed or altered, on any lot, in this Subdivision until the building plans, plot plan and specifications showing the location thereof have been approved in writing by a majority of a committee composed of W. Linton Atkinson, Jessie L. Atkinson, and Bruce C. Savage, or by Warren M. Atkinson, their duly authorized representative, for conformity and harmony of external design with existing structures in this subdivision; and also as to location of the building with respect to property and building set back lines. In the event of death of any member or members of this committee, the surviving member or members shall have authority to approve or disapprove such design and location. If said committee or its authorized agent shall fail to approve or disapprove such design and location within thirty days after said plans have been submitted or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required. Said committee and its duly authorized representative shall act and serve without compensation or charge. Said committee shall act and serve until August 15, 1945, at which time the then record owners of a majority of the lots subject to the covenants herein set forth may designate in writing duly

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recorded among the land records, their authorized representatives who, thereafter, shall have all the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.

No building shall be erected or placed nearer to the front lot line or nearer to the side lot line than the building set-back lines shown on the within plat. No building shall be erected or located nearer than 5 feet to any side lot line, except that this side lot line restriction shall not apply in the case of a detached garage located on the rear quarter of the lot.

No noxious or offensive trade or activity shall be carried on upon any - herein, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No trailer, tent, shack, garage, barn, basement, or other accessory building erected or maintained on any lot in this Subdivision shall be used as a place of residence at any time, either permanently or temporarily, nor shall any structure of a temporary nature be used as a place of residence.

No lot in this Subdivision shall be resubdivided into building plots having an area of less than 7500 square feet or a width of less than 60 feet at the front building set-back line nor shall any dwelling be erected on any plot having an area of less than 7500 square feet or width of less than 60 feet at said front set-back line.

No person or persons of any race other than the white race shall own, use, lease or occupy any lot or structure in this subdivision, except that this covenant shall not prevent occupancy by domestic servants not of the white race domiciled with a white owner or tenant.

The ground floor area of residences erected and maintained on lots numbered 1 to 55 both inclusive, in this subdivision, exclusive of open one-story porches and garages shall be not less than 900 square feet if a one-story structure nor less than 750 square feet if a one and one-half story, or taller, structure.

There are strips of ground 5' and 10 feet in width as shown on this plat, which are hereby reserved for the use of public utilities for the installation and maintenance of poles, mains, lines, wires, ducts and sewers, subject at all times to the authority of the proper civil officers and the easement herein reserved. No permanent or other structures shall be erected or maintained, by the owners of such lots, on said strips, but such owners shall take their titles subject to the

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rights of such public utilities and to the rights of other owners of lots in this subdivision for ingress and egress, in, along, across and through the several strips herein so reserved.

Until such time as a sanitary sewer system is installed in this subdivision a sanitary, septic tank with adequate absorption bed shall be installed for each dwelling erected. Such septic tank and absorption bed shall be of such type and construction and so located on the individual lot as to be approved in writing by the Indiana State Board of Health. No other sanitary provision or device for sewage disposal shall be permitted or used in this subdivision.

These covenants and provisions shall run with the land and shall be binding on all parties claiming under them until August 1, 1965 at which time such covenants shall be automatically extended for successive periods of 10 years, unless by a majority vote of the then owners of lots in this Addition it is agreed to change or alter such covenants in whole or in part.

If the parties hereto, or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or lots in this subdivision to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of the foregoing covenants or provisions, in part or in whole by judgment or court order shall in no wise affect any other such covenant or provision which shall remain in full force and affect.

Witness the seal of The Fletcher Trust Company affixed and attested by its duly authorized officers this 26th day of August, 1940.

Fletcher Trust Company (Corp. Seal)  
By Norman Metzger, Vice President  
Attest: Chas. E. Herin, Asst.  
Secretary.

MARION COUNTY, STATE OF INDIANA, SS:

Before me, a Notary Public in and for said County and State appeared the Fletcher Trust Company by its duly authorized officers, who acknowledged the execution of the foregoing instrument as its and their voluntary act and deed for the purposes therein set forth.

Witness my hand and notarial seal this 26th day of August, 1940.

Leon B. Slack (LS)  
Notary Public

My commission expires June 19, 1943.

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Approved Sept. 4th, 1940.  
Arthur E. Krick, President  
Ira A. Mermick  
Town Board of Meridian Hills  
Approved this 5th day of September, 1940.  
E. O. Coffman, Draftsman.

Land Record  
32 page 148  
Feb. 18, 1897  
Recorded  
June 19, 1897

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Esther J. Hahn, widow                      Easement  
to  
Broad Ripple Oil and  
Gas Company, its successors  
and assigns.

A right of way for its gas main or pipe line together with the right to lay, operate, maintain, alter, remove and replace the same only on same line as is now located over, through and in the following described real estate situated in Marion County, Indiana, to wit:-

85 acres South West 1/4 Section 25, Township 17 - Range 3 - Commencing South West Quarter, Section 25, Township 17 North of Range 3 East, thence North running along West line of said quarter, thence East to White River, thence in a Southeasterly direction down White River to South line of said Quarter, thence West to place of beginning, 85 acres.

With the right of ingress and egress over said land for the purpose aforesaid from time to time as is deemed necessary by the said Broad Ripple Oil and Gas Company, upon the following conditions, to wit:-

By said Broad Ripple Oil and Gas Company, its successors or assigns paying all damage to growing crops and fencing on said land.

1st:- That during the spring months of the year 1897, the said Broad Ripple Oil and Gas Company shall bury its pipe line underneath the surface to the depth of 18 inches.

2nd. -----

3rd. That said pipe line shall be kept in good repair by the said Broad Ripple Oil and Gas Company.



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ABSTRACTER'S NOTE:-

No search has been made for Mortgages or other encumbrances against the Indianapolis Northern Traction Company, Union Traction Company, Union Traction Company of Indiana, and Indiana Railroad, during the period of ownership by any of said companies.

Judgment Search

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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:

Fletcher Savings and  
Trust Company,  
and/or  
Fletcher Trust Company,

for the 10 years last  
past and against none  
other.

(NOTE:- No examination made for judgments versus Union Traction Company of Indiana and Indiana Railroad.)

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Taxes for the year 1939 on the Real Estate for which this Abstract is prepared are assessed in the name of Fletcher Sav. & Trust Co. Tr., and are due and payable on or before the first Mondays in May and November of 1940.

General Tax Duplicate No. 69676, Washington Township.

May installment \$81.75 paid.

November installment \$81.75 unpaid.

SEE SUBSEQUENT CONTINUATION

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Taxes on part of S. W. 1/4 25-17-3; containing 2 acres, formerly owned by Indiana Railroad, Inc., listed on Assessors records, as non taxable property.

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Taxes for the year 1940 now a lien.

SEE SUBSEQUENT CONTINUATION

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# GUARANTEED CERTIFICATE

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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 83 both inclusive and sheets water-marked "Union Title Company" Nos. 1 to 89 both inclusive.  
Dated at Indianapolis, Indiana, September 6, 1940; 8 A. M.

UNION TITLE COMPANY

By *William N. Caval*  
President and General Manager

-89- VS

# 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

★  
201735

## 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: Warren M. Atkinson

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 herein-after set out:

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

This certificate covers all divisions of both Districts of the State down to and including August 28, 1940, 8 A. M. and

The Indianapolis Division of the Southern District down to and including September 5, 1940, 8 A.M.

Fletcher Savings and Trust Company

Fletcher Trust Company

Union Title Co.

INCORPORATED

BY *William J. Corral*  
PRES. & GENL. MGR.

205694

CAPTION

-1-

ATTEST UNION TITLE CO.  
BY *Willis M. Ford*  
PRES. & GENL. MGR.

Continuation of Abstract of Title to Lot 31, in Sherwood Village, an Addition to the Town of ~~Marion~~ ~~Hills~~, as per plat thereof, recorded in Plat Book 25, page 385, in the office of the Recorder of Marion County, Indiana. Since September 6, 1940; 8 A. M.

Prepared for: Warren M. Atkinson

Judgment Search

-2-

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

Fletcher Savings and Trust Company,  
and/or  
Fletcher Trust Company,

from September 6, 1940; 8 A.M., to and including November 4, 1940; 8 A. M., and against none other.

-3-

Taxes for the year 1939 on the Real Estate for which this Abstract is prepared are assessed in the name of Fletcher Sav. & Trust Co. Tr., and are due and payable on or before the first Mondays in May and November of 1940.

General Tax Duplicate No. 69676, Washington Township.

May installment paid.

November installment unpaid.

SINCE PAID IN FULL  
ATTEST UNION TITLE CO.  
BY *Willis M. Ford*  
PRES. & GENL. MGR.

NOTE: We do not set out the amount of Taxes due as this real estate is carried on the Tax Duplicate with other property.

-4-

Taxes for the year 1940 now ~~due~~ ~~lien~~.

SEE SUBSEQUENT CONTINUATION

205694

# GUARANTEED CERTIFICATE

-5-

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 5 both inclusive and sheets watermarked "Union Title Company" Nos. 1 to 2 both inclusive.

Dated at Indianapolis, Indiana, November 8, 1940; 8 A. M.

UNION TITLE COMPANY

By *W. H. H. Cook*  
President and General Manager

-2- MD

# UNION TITLE COMPANY

ABSTRACTS OF TITLE • <sup>INCORPORATED</sup> TITLE INSURANCE • ESCROWS

155 East Market St. UNION TITLE BUILDING Market 2361-5

INDIANAPOLIS, INDIANA

Capital Stock \$1,000,000.00

★  
205694

## 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: Warren M. Atkinson

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 October 30, 1940; 8 A. M. and The Indianapolis Division of the Southern District down to and including November 4, 1940; 8 A. M.

Fletcher Savings and Trust Company.

Fletcher Trust Company.

Union Title Co.  
INCORPORATED  
BY *Willis K. Carol*  
PRES. & GENL. MGR.

MD

217166

CAPTION

-1-

ATTEST UPON TITLE CO.  
BY *[Signature]*  
PRES. & GENL. MGR.

Continuation of Abstract of Title to Lot 31 in Sherwood Village, an Addition to the City of Meridian Hills as per plat thereof, recorded in Plat Book 25, page 385, in the office of the Recorder of Marion County, Indiana. Since November 8, 1940, 8 A. M.

Prepared for: Fletcher Trust Company.

Town Lot Record  
1048 page 8  
Inst. #48309  
Oct. 18, 1940  
Recorded  
Nov. 9, 1940

Frank Dodd,  
unmarried,  
to

Fletcher Trust Company.

Quit Claim Deed  
(No U. S. Revenue  
Stamp attached)

A portion of the South West Quarter of Section 25 in Township 17 North, of Range 3 East, more particularly described as follows:

Beginning at the South West corner of Section 25, Township 17 North, Range 3 East, and running thence North along and with Section line 1270.60 feet to a point; thence East 1711.50 feet to a point in the middle of the Railway, commonly known as the Monon Railway, thence in a southerly direction along and with the middle line of said Railway 1280 feet to a point in the South line of said Section; thence West 1886.85 feet to the place of beginning, containing 47.78 acres, more or less.

Subject to one half of the right of way of said Monon Railway and subject to the right of the public in the highway known as College Avenue, and to the right of the Indianapolis Northern Traction Company, and its successors and assigns in and to a strip 4 rods wide next and adjoining said College Avenue on the East, said highway and said Traction Railway, together occupying a strip of ground 81 feet in width measuring from West to East taken off of the West end of the premises above described.

Frank Dodd, grantor herein was formerly the husband of Josie M. Dodd, daughter of Almira Mustard and James Mustard.

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217166

Town Lot Record  
1048 page 102  
Inst. #48882  
Nov. 7, 1940  
Recorded  
Nov. 13, 1940

Fletcher Trust Company,  
(Corp. Seal)  
By Norman Metzger,  
Vice President,  
Attest: Chas. E. Herin,  
Asst. Secretary,  
to

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

-3-

Homer D. Eberhart, and  
Elizabeth W. Eberhart,  
husband and wife.

Lot 31 in Sherwood Village, an Addition to the  
Town of Meridian Hills, as per plat thereof, recorded  
in Plat Book 25, page 385 in the office of the Recorder  
of Marion County, Indiana.

Subject to taxes for the year 1940 payable in  
1941 and thereafter.

Subject to all conditions, restrictions, pro-  
visions and easements of record, if any, affecting  
said real estate.

The above Warranty is limited to acts done or  
suffered to be done by the grantor herein.

Misc. Record  
321 page 300  
Inst. #22047  
May 13, 1941  
Recorded  
May 13, 1941

William F. Steck,  
By A. L. Case,  
to  
Atkinson & Company,  
Charles Lehr,  
Homer D. Eberhart,  
Elizabeth W. Eberhart.

Notice of  
Mechanic's Lien

SATISFIED OF RECORD  
ATTEST. UNION TITLE CO.

9/12/41  
BY *William F. Steck*  
PRES. AGENT. MGR.

-4-

Lot No. 31 in Sherwood Village, an Addition  
to the Town of Meridian Hills, Washington Township,  
Marion County, Indiana, also known as 730 Sherwood  
Drive.

For the sum of \$27.00.

217166

Old Age Assis-  
tance Search

-6-

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.

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:

Fletcher Savings and Trust  
Company,  
and/or  
Fletcher Trust Company

from November 8, 1940  
8 A. M. to and including  
November 13, 1940,

and vs.

Homer D. Eberhart  
and  
Elizabeth W. Eberhart  
not individually

for the 10 years  
last past and against  
none other.

217166

-7-

Taxes for the year 1940 on the real estate for which this abstract is prepared are assessed in the name of Fletcher Sav. & Trust Co., Tr. and are due and payable on or before the first Mondays in May and November of 1941.

General Tax Duplicate No. 72053, Washington Township. Parcel No. 2463.

May installment paid.

November installment unpaid.

NOTE: We do not set out the amount of taxes due as this real estate is carried on the tax duplicate with other property.

-8-

Taxes for the year 1941 now a lien.

**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 relate 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 water-marked "Union Title Company" Nos. 1 to 5 both inclusive.  
Dated at Indianapolis, Indiana, August 4, 1941, 8 A. M.

**UNION TITLE COMPANY**

By... *Willis N. Coral* ...  
President and General Manager

-5-R.L.

# 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

★  
217166

## 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:* Fletcher Trust Company.

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  
July 30, 1941, 8 A. M. and  
The Indianapolis Division of the Southern District down to and including  
July 30, 1941, 8 A. M.

Fletcher Savings and Trust Company

Fletcher Trust Company

Homer D. Eberhart

Elizabeth W. Eberhart

UNION TITLE CO.

BY *William H. Carol*  
PRES. & GENL. MGR.

B. I.

220071

CAPTION

-1-

Continuation of Abstract of Title to Lot 31 in Sherwood Village, an Addition to the Town of Meridian Hills, as per plat thereof, recorded in Plat Book 25, page 385, in the office of the Recorder of Marion County, Indiana.  
Since August 4, 1941, 8:00 A. M.

Prepared for: Fletcher Trust Company

Misc. Record  
327 page 291  
Inst. #43727  
March 29, 1941  
Recorded  
Sept. 15, 1941

-2-

STATE OF INDIANA, COUNTY OF MARION, SS:

Before me, the undersigned, a Notary Public in and for said County and State this 29th day of March, A. D. 1941, personally appeared Ford Smith, who being first duly sworn under oath, says that the affiant has for more than 30 years last past been personally familiar with the history, possession, ownership, occupation and use of the following described real estate, in Marion County, Indiana, to-wit:

A portion of the South West Quarter of Section 25, in Township 17 North, of Range 3 East, more particularly described as follows:

Beginning at the South West corner of Section 25, Township 17 North, Range 3 East, and running thence North along and with the Section line 1270.50 feet to a point; thence East 1711.50 feet to a point in the middle of the Railway, commonly known as the Monon Railway thence in a Southerly direction along and with the middle line of said Railway 1280 feet to a point in the south line of said Section; thence West 1686.85 feet to the place of beginning, containing 47.78 acres, more or less.

Subject to one half of the right of way of said Monon Railway and subject to the right of the public in the highway known as College Avenue, and subject to an easement of the Indiana Railroad, and to its successors and assigns to a right of way and perpetual easement to construct, maintain and operate a pipe line or lines for the transmission of oil or gas, and a line or lines with the necessary poles, wires, cable and

220971

appurtenances for the transmission, distribution and delivery of electrical energy to other persons concerns and to the public in general, for light, heat, power, telephone, and/or other purposes in, upon and along and over the real estate of the grantor, more particularly described as follows, to-wit:

A strip of land 4 rods wide lying parallel with and immediately adjacent to the East line of a certain North and South Highway sometimes known as College Avenue, situated on the West line of said Section 25. Said 4 rods strip of land commencing at the South line of said Section 25, and extending northwardly 1270.5 feet, containing 1.92 acres more or less.

Affiant further says that the present owner of said real estate, Fletcher Trust Company, and its grantors of record, immediate and remote, and its grantees in recent deeds conveying various lots in Sherwood Village, an Addition to the Town of Meridian Hills, recorded in Plat Book 25, page 385, of the Recorder's Office of Marion County, have been for more than 30 years last past in open, notorious, exclusive, peaceable, continuous and uninterrupted, possession of all of said real estate as owners during such time; that such possession has been accompanied by the payment of all taxes and assessments levied against said real estate during such time.

Affiant further says that he knows of his own personal knowledge and states the fact to be that the Broad Ripple Oil and Gas Company, its successors, and assigns, have at no time ever exercised the right to lay any gas main or pipe line through, upon and on the above described real estate by virtue of the purported easement granted to said company by the late Esther J. Hahn, a widow, as appears in Land Record 32, page 148, recorded in the Recorder's office, Marion County, Indiana, June 19, 1897; that during such time and during the last 30 years, no person other than the owners of record of said real estate have asserted or attempted to assert any claim of right, title and interest therein, and that this affiant has lived in the vicinity where the above real estate is located for more than 50 years, and that the statements herein contained are based upon his personal knowledge.

Affiant further says that he is not interested personally or financially in said real estate or the ownership thereof, and makes this affidavit as a wholly disinterested person.

Further affiant saith not.

Ford Smith,  
Affiant

220071

Subscribed and sworn to before me, this 29th day of March, A. D. 1941.

Richard F. Mills, (LS)  
Notary Public

My commission expires November 19, 1944.

**CONFIRMATION OF PLAT OF SHERWOOD VILLAGE AND OF  
SHERWOOD VILLAGE, SECOND SECTION**

Misc. Record  
327 page 292  
Inst. #43728  
Aug. 27, 1941  
Recorded  
Sept. 15, 1941

-3-

The undersigned, Fletcher Trust Company, as Trustee under deed recorded in Land Record 73, page 30, of the records in the office of the Recorder of Marion County, Indiana, hereby certifies as follows:-

1. That the undersigned hereby approved and confirms the plat of Sherwood Village, together with all restrictions and conditions of record and affecting the same, all as shown by Plat Book 25, page 385, of the records in the office of the Recorder of Marion County, Indiana.

2. That the undersigned hereby approves and confirms the plat of Sherwood Village, Second Section, together with all restrictions and conditions of record and affecting the same, all as shown by Plat Book 26, page 68, of the records in the office of the Recorder of Marion County, Indiana.

3. That the foregoing approvals and confirmations shall in all things operate to bind the undersigned in like manner as though the undersigned had joined in the execution, acknowledgment and recording of said plat of Sherwood Village, and of said plat of Sherwood Village, Second Section.

4. That the undersigned acquired title to the real estate platted as Sherwood Village and to the real estate platted as Sherwood Village, Second Section, all as Trustee in name only, under a certain deed recorded in Land Record 73, page 30, of the records in the office of the Recorder of Marion County, Indiana; that under said deed Fletcher Trust Company, became the full beneficial owner of said real estate in its individual capacity, and did not acquire title to said real estate, or any part thereof, in a representative capacity; and that the foregoing approvals and confirmations are made for the purpose of perfecting the record title of said real estate.



220071

IN WITNESS WHEREOF, the undersigned, Fletcher Trust Company, as Trustee, under deed recorded in Land Record 73, page 30, of the records in the office of the Recorder of Marion County, Indiana, has hereunto set its hand and seal this 27th day of August, A. D. 1941.

Fletcher Trust Company,  
as Trustee under the above  
mentioned trust  
(Corp. Seal)

By Norman Metzger,  
Vice President, Attest:  
Chas. E. Herin,  
Assistant Secretary

STATE OF INDIANA, COUNTY OF MARION, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 27th day of August, A. D. 1941, personally appeared Norman Metzger, Vice President, and Charles E. Herin, Assistant Secretary, respectively, of Fletcher Trust Company, who as such officers, for and on behalf of said Trust Company, as Trustee under the within mentioned trust, acknowledged, the execution of the foregoing approvals and confirmations, and the certificate thereof.

Witness my hand and Notarial Seal.

Paul Boardman (LS)  
Notary Public

My Notarial Commission expires March 4th, 1944.

Town Lot Record  
1070 page 468  
Inst. #43730  
Aug. 26, 1941  
Recorded  
Sept. 15, 1941

-4-

Fletcher Trust Company,  
as Trustee under deed re-  
corded in Land Record 73,  
page 30, of the records  
in the office of the Re-  
corder of Marion County,  
Indiana, (Corp. Seal)  
By Norman Metzger, Vice  
President, Attest:  
Chas. E. Herin, Assistant  
Secretary

Quit Claim Deed  
(No U. S. Revenue  
Stamp Attached)

to  
Homer D. Eberhart, and  
Elizabeth W. Eberhart,  
husband and wife

Lot numbered 31 in Sherwood Village, an Addition

220071

to the Town of Meridian Hills, as per plat thereof, recorded in Plat Book 25, page 385, in the office of the Recorder of Marion County, Indiana.

The grantor herein represents that it acquired title to said real estate as Trustee in name only; and that under the deed recorded in Land Record 73, page 30, above mentioned, Fletcher Trust Company, (prior to change of name Fletcher Savings and Trust Company) became the full beneficial owner of said real estate in its individual capacity and did not acquire title to said real estate, or to any thereof, in a representative capacity, and that this deed is executed for the purpose of perfecting the record title to said real estate.

Mortgage Record  
1260 page 383  
Inst. #43731  
Aug. 28, 1941  
Recorded  
Sept. 15, 1941

Homer D. Eberhart, and  
Elizabeth W. Eberhart,  
husband and wife

Mortgage

to  
Fletcher Trust Company,  
Trustee, under the last  
will and testament of  
Inez H. Howe, deceased

Lot number 31 Sherwood Village, an Addition to the Town of Meridian Hills, as shown by the plat thereof, recorded in Plat Book 25, page 385, in the office of the Recorder of Marion County, State of Indiana.

To secure the payment when the same shall severally become due of one principal promissory notes or bonds calling for the sum of \$3200.00 payable in 19 equal consecutive semi-annual installments of \$100.00 each, payable each February 28th and August 28th, beginning February 28th, A. D. 1942, and one final installment of \$1300.00 payable August 28th, A. D. 1951, together with interest thereon at the rate of 4 per cent, per annum, payable semi-annually on the 28th day of each February and August hereafter, dated on the 28th day of August, A. D. 1941, bearing interest at the rate of 8% per annum after maturity until paid, with 10% attorney's fees.

The said makers have the privilege of paying \$100.00 or any multiple thereof upon said principal indebtedness once after three years or any

220071

subsequent interest paying date by giving the mortgagee 30 days previous written notice.

Note: By request of client Last Will and Testament of Inez H. Howe, not set out herein.

Old Age Assistance Search

-6-

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.

Judgment Search

-7-

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:

Homer D. Eberhart  
and  
Elizabeth W. Eberhart,  
not individually

from August 4, 1941  
8:00 A. M. to date  
and against none other.

220071

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Taxes for the year 1940 on the Real Estate for which this Abstract is prepared are assessed in the name of Fletcher Sav. & Trust Co., Tr. and are due and payable on or before the first Mondays in May and November of 1941.

General Tax Duplicate No. 72053, Washington Township, Parcel No. 2483.

May installment paid.

November installment unpaid.

Note: We do not set out the amount of Taxes due as this real estate is carried on the Tax Duplicate with other property.

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Taxes for the year 1941 now a lien.

220071

# GUARANTEED CERTIFICATE

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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 Recognisance 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 10 both inclusive and sheets water-  
marked "Union Title Company" Nos. 1 to 8 both inclusive.  
Dated at Indianapolis, Indiana, September 26, 1941, 8:00 A. M.

**UNION TITLE COMPANY**

By *William N. Coval*  
President and General Manager

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# 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

★  
220071

## 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:* Fletcher Trust Company

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

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

This certificate covers all divisions of both Districts of the State down to and including September 24, 1941, 8:00 A. M. and  
The Indianapolis Division of the Southern District down to and including September 26, 1941, 8:00 A. M.

Homer D. Eberhart

Elizabeth W. Eberhart

UNION TITLE CO.

BY *William H. Carl*  
PRES. & GENL. MGR.

MG