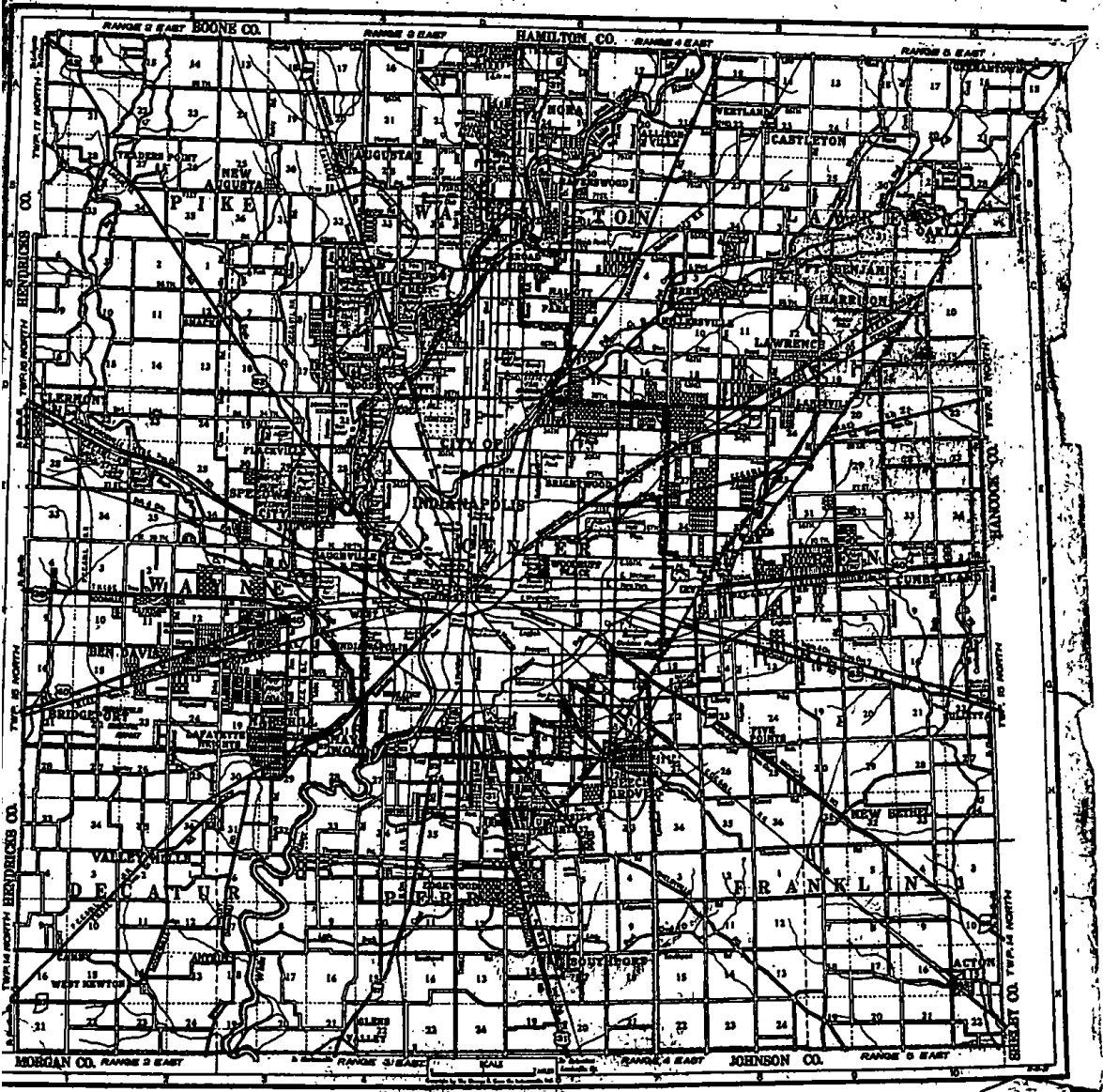


243923

MAP OF MARION COUNTY



L. M. BROWN ABSTRACT COMP.
INDIANAPOLIS

ABSTRACT OF TITLE

To

The Real Estate more particularly described,
on the following page of this Caption Sheet.

PREPARED BY

L. M. BROWN ABSTRACT COMPANY

INCORPORATED

150 East Market Street

INDIANAPOLIS, MARION COUNTY, INDIANA

TELEPHONES: MAket 3448-3449

Plant Established 1868

Capital Stock, \$150,000, Fully Paid

RUSSELL A. FURR, President and Manager

EDSON T. WOOD, Jr., Secretary

VOLNEY M. BROWN, Vice-President

CORNELIUS O. ALIG, Treasurer

FRED G. APPEL, Vice-President

JACOB F. DELKER, Assistant Manager

HISTORICAL NOTES

Showing Original Title from earliest times down to the organization
of Marion County and the location of Indianapolis, County Seat.

The land Northwest of the Ohio River was first a part of Louisiana and was governed by the officers of the French King. The French in 1763 ceded the land North of the Ohio to the British, who retained it until 1783, when they surrendered the country South of the Great Lakes to the United States, by whom the land in Marion County was purchased of the Miami Indians.

The Indians who made any claims to the lands South of the Wabash River were primarily the Miami Nation. The Delawares occupied this immediate region, and were considered as having a title by grant or permission from the Miami Nation, which was at least a title by permanent occupation.

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

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

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

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

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

American State Papers, 2 Indian Affairs, page 169.

By authority of Congress, Indiana Territory was organized May 7, 1800, and the State government, under authority of Congress superseded the territorial government in November of 1816, and Indiana was fully admitted into the Union December 11, 1816. Marion County was organized December 1821 and the boundary lines of the County were established January 7, 1824—Acts of 1824, page 52.

By clause 5 of Section 5 of the Enabling Act of Congress of April 19, 1816, four sections of land were granted to the new State of Indiana, to be selected by the legislature, "for the purpose of fixing the seat of government thereon."

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

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

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

January 11, 1820, the Indiana legislature appointed commissioners to locate the seat of government. Act of 1820, page 18.

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

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

Acts 1821, page 44.

By the original survey section one contained 658.20 acres; section 2, 611.53 acres; section 12, 640 acres, and section 11, East of White River, contained 448.20 acres, leaving 202.07 acres to be taken out of the east side of section 3.



243925

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

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

The seat of government was permanently established at Indianapolis, January 20, 1824.
R. S. 1824, page 370.

January 26, 1827, the alleys in certain squares were vacated, and the "steam mill" lot authorized.
Acts 1827, page 5.

February 9, 1831, a survey of the remaining part of the donation was authorized and a plat of such survey was filed in the Recorder's office of Marion County, July 5, 1831, embracing Out-lots numbered 41 to 184 inclusive, and Out-lots numbered 1 to 18 inclusive, west of White River.

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

Land in Townships 14, 15, 16 and 17, North of Base Line and in ranges 2, 3, 4 and 5, East of the Second Principal Meridian are within Marion County.

While the lands outside the original donation were patented by the United States to those entering the same or their assigns at the Land Offices that had been established by the General Government at Brookville, Indianapolis or Crawfordsville, the squares or out-lots within the boundaries of the donation itself were sold by the Agent of the State of the Town of Indianapolis, duly appointed by an Act of the Legislature.

Caption Description

-1-

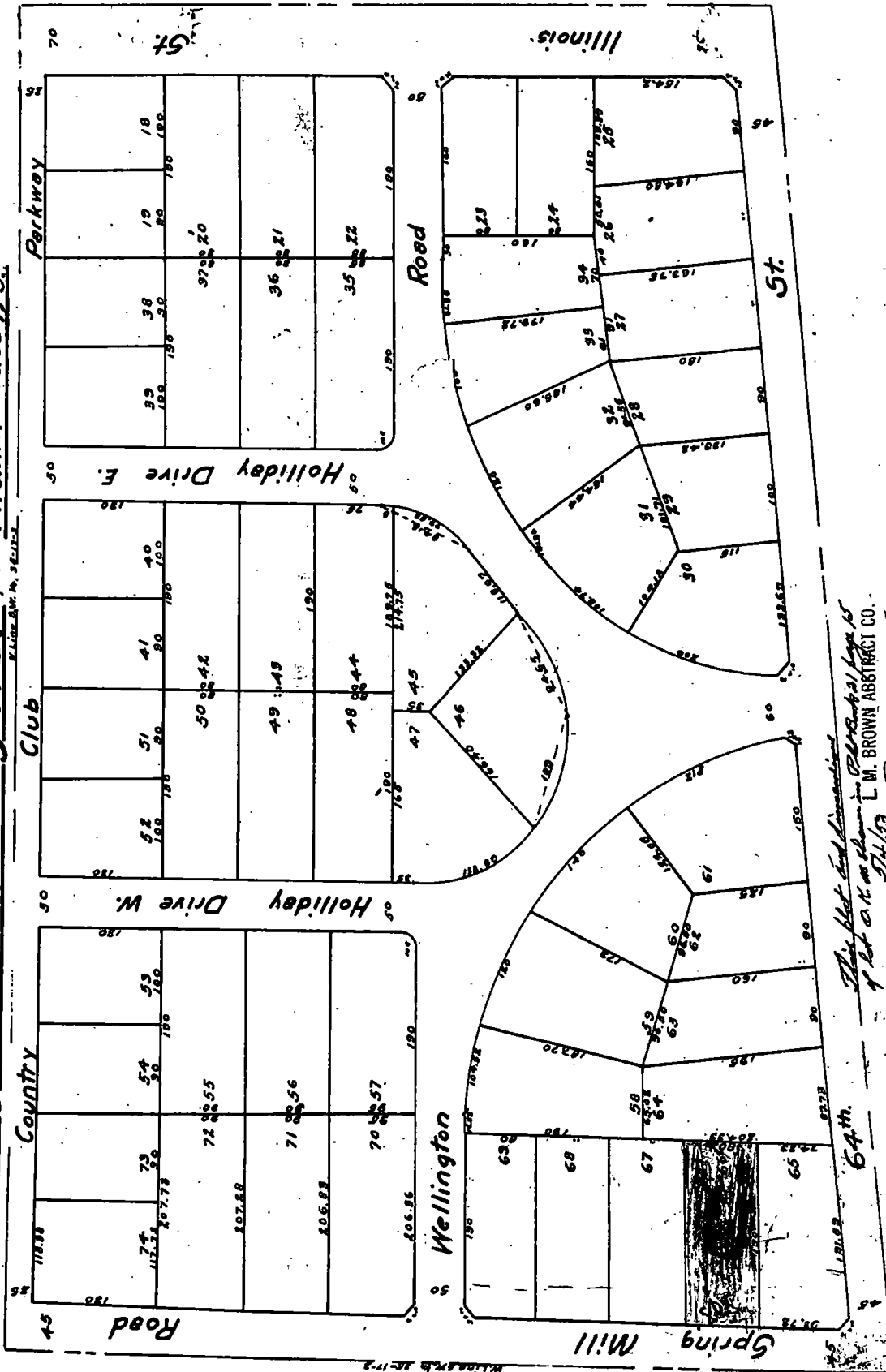
Lot numbered Sixty Six (66) in Wellington Park Heights, an Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 21 page 15 in the office of the Recorder of Marion County, Indiana.

PREPARED FOR - - - - UNION TRUST CO.



WELLINGTON PARK HEIGHTS

PLAT 5, W. 1/4 SEC. 35-17-3



This plat and dimensions
 of lot 64 are shown in
 L.M. BROWN ABSTRACT CO.
 5/4/53
 BY Russell A. Ford
 PRES. & MGR.

64th

WELLINGTON PARK HEIGHTS

CONVEYANCES.

(a)

Separate title in the South West Quarter of Section 35, from the holding of the United States of America, down to the holding of Lorenzo Van Scyoc.

Tract Book
Feb. 21, 1824.

The United States of America Entry
to
Thomas Ellis,
N.1/2 S. W. 1/4 Section 35, Township 17 N.,
Range 3 E., 86.23 acres.

2.

Deed Record
Lands
62 page 249
March 15, 1825
Recorded
March 4, 1916

The United States of America Patent
by the President, J. Q. A.
to
Thomas Ellis,
his heirs and assigns forever,
The North half of the South West Quarter of
Section 35 in Township 17, of Range 3, in the
District of Brookville and State of Indiana, con-
taining 86.23 acres.
Full payment having been made therefor accord-
ing to the provisions of the Act of Congress of the
24th of April 1820, entitled, "An Act making
further provisions for the sale of Public Lands."

3.

Deed Record
B page 327
June 22, 1828
Recorded
May 11, 1829.

Thomas Ellis, and Warranty Deed
Elizabeth Ellis, his wife,
to
James Bonnell,
his heirs and assigns forever,
The North half of the South West Quarter of
Section 35, in Township 17, of Range 3, in the
District of Brookville and State of Indiana, con-
taining 86.20 acres.
(NOTE: In the covenants of warranty, the
grantee's name is spelled, Bonnel.)

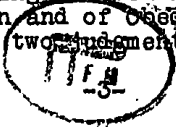
4.

Deed Record
B page 478
Nov. 4, 1829
Recorded
Feb. 3, 1830

William Hart, Mortgage
to
Aaron Aldridge,
and his heirs and assigns forever,
The North part of the South West Quarter of
Section 35 in Township 17 Range 3 East, on the
west bank of White River, containing 86.20 acres
more or less.

5.

To secure the mortgagee against loss by reason
of his having entered himself on the docket of
Hiram Bacon and of Oleg Foote as security for the
payment of two judgments with costs and interest



(Over)

amounting to \$69.00 or more, which judgments have been rendered in favor of Jacob Kyle and James Ellis, separately.

ON MARGIN: This mortgage is fully paid and satisfied by lapse of time - by virtue of the Acts of State of Indiana, 1923 page 19.
Attest: John W. Castor, Recorder Marion County,
by, Clarence Lawson, Deputy.
This 29th day of June 1923.

(Above deed not acknowledged; execution proved by the sworn testimony of George L. Kinnard, the subscribing witness).

ABSTRACTER'S NOTE:

6. A careful search in the indexes of deeds in the office of the Recorder of Marion County, fails to disclose any entry of the recording of any instrument conveying the title to the lands described in the foregoing mortgage, to the mortgagor therein, William Hart.

Attention is directed to the deed next hereinafter set out.

Deed Record
D page 308
May 9, 1831
Recorded
Oct. 17, 1833.

James Bounel, and
Elizabeth Bounel, his wife,
to

Warranty Deed

Aaron Alldridge,
his heirs and assigns forever,

7.

All that tract or parcel of land being the North half of the South West Quarter of Section 35, in Township 17, of Range 3, in the District of Brookville and State of Indiana, containing 86.23 acres.

Deed Record
E page 471
July 5, 1835
Recorded
July 18, 1835.

Aaron Alldridge, and
Nancy Alldridge, his wife,
(her signature is, Alldredge)
to

Warranty Deed

Jacob Coil,
his heirs and assigns forever,

8.

The North half of the South West Quarter of Section 35, in Township 17 North, of Range 3 East, in the District of Brookville and State of Indiana, containing 86.23 acres, be the same more or less.

(The names of both the grantors appear as Alldredge in the Certificate of Acknowledgement).



Deed Record
G page 235
Dec. 26, 1835
Recorded
March 5, 1836.

9.

Jacob Coile,
to
Lorenzo Van Scyoc,
his heirs and assigns forever,

Warranty Deed

The North half of the South West Quarter of
Section 35, in Township 17 North, of Range 3 East,
in the District of Lands, subject to sale at Brook-
ville, Indiana, containing 86.23 acres, be the same
more or less.

(b).

Separate title in the North West Quarter of
Section 35, from the holding of the United States
of America, down to the holding of Lorenzo Van
Scyoc.

Tract Book
Jan. 28, 1831.

10.

The United States of America Entry
to

James Blake,
N. McCarty, and
James M. Ray,

E. 1/2 N. W. 1/4 Section 35, Township 17 N.,
Range 3 E., 80 acres.

Deed Record
Lands
62 page 248
Aug. 5, 1834
Recorded
March 4, 1916.

11.

The United States of America Patent
by the President, Andrew Jackson,
to

James Blake,
Nicholas McCarty, and
George M. Ray,

(The habendum is to James Blake,
Nicholas McCarty, and
James M. Ray, as tenants in
common and not as joint
tenants and to their heirs
and assigns forever,

The East half of the North West Quarter of
Section 35, in Township 17 North, of Range 3 East,
in the District of Lands, subject to sale at
Indianapolis, Indiana, containing 80 acres.

Full payment having been made therefor, accord-
ing to the provisions of the Act of Congress of
the 24th of April 1820, entitled, "An Act making
further provision for the sale of the public Lands."



Deed Record
N page 479
Aug. 25, 1842
Recorded
Nov. 22, 1842.

12.

James M. Ray, and
Margaret Ray, his wife,
Nicholas McCarty, and
Margaret McCarty, his wife,
James Blake, and
Eliza Blake, his wife,

Warranty Deed

to
The President and Directors of
the Madison and Indianapolis
Rail Road Company,
their successors and assigns forever,

The East half of the North West Quarter of
Section 36, Township 17, Range 3, containing 80
acres more or less, in said County of Marion, and
which was patented to the said parties of the first
part by the United States by Patent, dated August
5, 1834.

In consideration of the \$520.00 being so much
of the capital stock subscribed and taken by the
said party of the first part in the said Company.

R. S. Indiana,
1838 page 337
Approved
Jan. 27, 1836.

13.

An Act to provide for a general system of
Internal Improvements, being an Act of the General
Assembly of the State of Indiana, creating a Board
of Internal Improvement, who are to construct
certain public works, among them a rail road from
Madison, through Columbus, Indianapolis, and
Crawfordsville, to Lafayette, to be called the
Madison and Lafayette Rail Road, for which
\$1,300,000.00 is appropriated.

General Laws of
1842 page 3
Approved
Jan. 28, 1842.

14.

An Act of the General Assembly of the State
of Indiana, to provide for the continuance of the
construction of all or any part of the public works
of the State, by private companies, to be formed
under the provisions of this Act. Provides for
stock subscriptions, choosing Directors and elec-
tion of officers for such Companies.

After compliance with the Act and proclamation
by the Governor, such a Company will be constituted
a corporation, with usual powers, to exist for 50
years.

Among the public works thus to be transferred
is the Madison and Indianapolis Rail Road.

Local Laws
1843 page 132
Approved
Jan. 31, 1843

15.

An Act of the General Assembly of the State of
Indiana, that the Madison and Indianapolis Rail-
road, with all property and appendages thereof, be
surrendered to the Madison and Indianapolis Rail
Road Company.



Deed Record
P page 401
June 24, 1843
Recorded
April 14, 1845.
16.

The President and Directors Warranty Deed
of the Madison and
Indianapolis Rail Road
Company, --
by, N. B. Palmer, President,
and by, George E. Tingle,
Secretary,

to
Wallis Wilson,
and to his heirs and assigns forever,
The East half of the North West Quarter of
Section 35, in Township 17 North, of Range 3 East,
containing 80 acres.

This deed recites that the grantee has present-
ed the Certificate of the Secretary of the Board of
Directors of said Company showing that said grantee
has entered and paid for, in the scrip issued by
said Company, said parcel of land above described.

Now in accordance with the provisions of an
Act of the General Assembly of the State of Indiana,
entitled, "An Act to provide for the continuance
of the public works of this State by private com-
panies and for abolishing the offices of Fund
Commissioner and Chief Engineer approved January
28th, 1842, this deed is made.

(NOTE: The deed states that the corporate seal
of the Company is affixed to the deed, but the
Record fails to show such seal).

Deed Record
P page 400
April 10, 1845
Recorded
April 14, 1845.
17.

Wallis Wilson, and Warranty Deed
Madilda Wilson, his wife,
to
John G. McIlvain,
and his heirs and assigns forever,

The East half of the North West Quarter of
Section 35 in Township 17 North, of Range 3 East,
containing 80 acres more or less.

(This deed is acknowledged before a Justice
of the Peace in Jennings County, Indiana, no
Clerk's Certificate appended).

Deed Record
Q page 145
June 10, 1845
Recorded
Dec. 19, 1845.
18.

John G. McIlvain, and Warranty Deed
Elizabeth McIlvain, his wife,
to
Daniel Bradley,

his heirs and assigns forever,
The East half of the North West Quarter of
Section 35, in Township 17 North, of Range 3 East,
containing 80 acres, be the same more or less.



Deed Record
W page 475
Oct. 26, 1849
Recorded
Nov. 3, 1849.

Daniel Bradley, and
Marietta Bradley, his wife,
to

Warranty Deed

Abel Swords,
and his heirs and assigns forever,
The East half of the North West Quarter of
Section 35 in Township 17 North, of Range 3 East,
containing 80 acres, more or less.

19.

20.

Abel Swords died intestate January 25, 1856.

COMMON PLEAS COURT OF MARION COUNTY.

Complete Rec.
8 page 446.

Abel Swords Estate,

21.

February 11, 1856. Bond filed and Letters of
Administration granted to Lorenzo Vanscyoc,
Administrator.

August 10, 1857. Final report filed; same is
approved by the Court and the Administrator
discharged.

October 5, 1857. William Swords comes and
proves to the satisfaction of the Court that the
following named persons and they only are the
legal heirs of said Abel Swords, deceased, to-wit:

William Swords,
John Swords,
Hiram Lee, in the right of his wife,
Rebecca Lee,
Jacob Shook, in the right of his wife,
Jerusha Shook,
Josiah Shook, in the right of his wife,
Melinda Shook,
John Cox, in the right of his wife,
Mary Cox,
Beniah Thorpe, in the right of his wife,
Elizabeth Thorpe, and
Robert Swords.

Distribution of the remaining assets of the
estate is made accordingly.

COMMON PLEAS COURT OF MARION COUNTY.

Guardian's Doc.
2 page 10.

Robert Swords, aged 19 years, Guardianship

22.

February 6, 1857. Bond filed and letters
issued to John Cox, as Guardian.
Order Book 8 page 185.

(The Docket shows no entry of settlement).



Misc. Record
69 page 376
July 21, 1911
Recorded
Nov. 22, 1911.

Margaret E. Wildrick

Affidavit.

23.

Affiant says she is the daughter of Josiah and Melinda Shook; that her mother was the daughter of Abel Swords, who was the grantee of Daniel Bradley in deed recorded L. R. W. page 475 in Recorder's Office of Marion County, Ind., that the only heirs of the estate of said Abel Swords to her certain knowledge were her mother, Melinda Shook, John Swords, William Swords, Robert Swords, Rabena Lee, Mary Cox, Elizabeth Tharpe and Jerusha Shook, (the wife of J. C. Shook).
Margaret E. Wildrick.

Deed Record
Lands
HH page 230
Feb. 7, 1856
Recorded
March 10, 1858.

Josiah Shook, and
Malinda Shook, his wife,
who was formerly,
Malinda Swords, daughter
and one of the heirs at law
of Abel Swords, deceased,
to

Quit Claim Deed

24.

John Swords,
and his heirs and assigns forever,
The one undivided eighth part of the East half of the North West Quarter of Section 35 in Township 17, in Range 3 East, which the said Malinda, inherits as one of the heirs at law of the said Abel Swords, deceased.

Deed Record
Lands
HH page 230
Feb. 11, 1858
Recorded
March 10, 1858.

William Swords, and
Agnus Swords, his wife,
(signature is Agness)
(son and one of the heirs at
law of Abel Swords, deceased)
to

Warranty Deed

25.

John Swords,
The one undivided eighth part of the East half of the North West Quarter of Section 35, in Township 17, in Range 3, which the said William inherits as one of the heirs at law of the said Abel Swords, deceased.

Deed Record
Lands
HH page 506
Jan. 13, 1859
Recorded
Jan. 13, 1859.

Robert Swords, --
to
John Swords,

Warranty Deed

26.

The undivided one-eighth part of the East half of the North West Quarter of Section 35 in Township 17, in Range 3 East, the interest in the above described premises hereby conveyed having descended to him as one of the children and heirs of Abel Swords, his father, deceased.



Misc. Record
69 page 377
July 24, 1911
Recorded
Nov. 22, 1911

27.

Mary Ann Dickson,

Affidavit.

Affiant says that she was well acquainted with Robert Swords, who was the grantor in the deed recorded in Land Record HH page 506, that said Robert Swords was an unmarried man on January 13, 1859, the date of said deed; that he subsequently married her sister on October 18, 1860; that said Robt. Swords died a few weeks ago.

She further avers that Elisha Swords, son of John Swords, was known to her, that said Elisha Swords enlisted in the U. S. Army and was drowned on his return trip, and never reached his home; that at the time of his death, he was unmarried, and without children.

Mary Ann Dickson.

Deed Record
Lands
LL page 375
Feb. 15, 1860
Recorded
April 9, 1864.

28.

Jacob C. Shook, and
Jerucia Shook, his wife,
the said Jerucia being a
daughter and one of the
heirs at law of,
Abel Swords, deceased,
to

Quit Claim Deed

John Swords,

The East half of the North West Quarter of Section 35, in Township 17 North, of Range 3 East, containing 80 acres, more or less.

And all of -- estate of whatsoever nature and kind which the parties of the first part have in and to the same, and derive as such heirs at law of said Abel Swords, deceased.

Misc. Record
72 page 225
June 22, 1912
Recorded
June 29, 1912.

29.

Elizabeth A. Morris

Affidavit.

Affiant says that she is a niece of Mary Cox, who was a daughter of Abel Swords, who took title to certain real estate described in a deed, dated October 26th, 1849, and recorded in Land Record W page 475, of the records of the Recorder's Office of Marion County, State of Indiana.

Affiant says that Mary Cox died prior to January 1st, 1864, and that Mary Cox at the time of her death left surviving her as her sole heirs at law, her husband John H. Cox, and her two children, James Howard Cox, otherwise known as Howard Cox, and Mary Elizabeth Cox, sometimes known as Mary Cox, and Mary E. Cox. That on September 9th, 1876, said Mary E. Cox was an unmarried woman.



(Over)

Affiant further says that said John H. Cox, was married to his second wife several years prior to September 28th, 1876, and was a married man at that time, but that the said second wife died in the year 1887, and that the said John H. Cox did not die until in the year 1900.

And further affiant sayeth not.

Elizabeth A. Morris.

Misc. Record
72 page 125
June 19, 1912
Recorded
June 20, 1912.

30.

Mary Ann Dickson

Affidavit.

Affiant says that Mary Cox, who was a daughter of Abel Swords, was the sister of the brother-in-law of this affiant, viz: Robert Swords. That said Mary Cox within the knowledge of this affiant died some time previous to January 1, 1864.

Affiant further says that the daughter of Abel Swords, who married Jacob C. Shook was Jerusha and that if said name appears as Jerucia in the Deed Record LL at page 375 in Recorder's Office of Marion County, Indiana, it is a clerical error and affiant further says that said Jerusha Shook, wife of Jacob C. Shook was living as his wife, February 15th, 1860, and for several years thereafter.

Affiant further says that the full names of Mary Cox and Howard Cox, grandchildren of Abel Swords, were Mary Elizabeth Cox, and James Joward Cox, respectively.

Further affiant sayeth not.

Mary Ann Dickson.

Misc. Record
69 page 376
June 21, 1911
Recorded
Nov. 22, 1911.

31.

Jane Featherston,

Affidavit.

Affiant says that she is the daughter of J. C. Shook and Jerusha Shook who were the grantors in a deed to John Swords, recorded at page 375, in Land Record 11 in the Recorder's Office of said County; that her mother died about 1857 and her father later married Jane Swords, who was the widow of her uncle John Swords; that her said uncle left as his sole and only heirs, his widow, Jane, and children, Elisha, Mary Catherine, John William, Emma Jane and Calvin, (whom she also knew as "Wesley"); that she has no recollection of there being any other children of said John Swords and knows nothing of Erastus L., who is named as one of the children in the Guardian's Docket No. 2 page 226. That to her knowledge there was none other than those named by her herein.

Jane Featherston.



Deed Record
Lands
MM page 189
Dec. 26, 1860
Recorded
April 9, 1864.
32.

Hiram Lee, and
Rebecca Jane Lee, his wife,
to
John Swords,
his heirs and assigns forever,
The undivided one-eighth part of the East half
of the North West Quarter of Section 35, in Town-
ship 17 North, of Range 3 East, containing 80
acres, be the same more or less in the whole.

Warranty Deed

Mtg. Record
II page 453
Feb. 11, 1860
Recorded
Feb. 11, 1860.
33.

John Swords, and
Celia J. Swords, his wife,
(her signature is Jane Swords)
to
David Sharpe,
The East half of the North West Quarter of
Section 35 in Township 17 North, of Range 3 East,
containing 80 acres, more or less.
Securing the payment of two notes of even date
herewith, for \$250.00 each, due January 1, 1862,
and January 1, 1863, respectively, with interest.

Mortgage

Upon the margin of the record appears the
following entry:
"This mortgage is satisfied as to out interest
therein this 4th day of October 1876.
William H. Sharpe,
Matilda Comer,
Mary Ann Sharp,
heirs of David Sharpe,
deceased."

Upon the margin of the record the foregoing mort-
gage is entered satisfied January 30, 1877, by
Austin H. Brown, Clerk, by O. D. Butler, Deputy,
referring to the order of the Superior Court,
made and entered December 9, 1876, in Cause
No. 16098. Order Book 39 page 307.

SUPERIOR COURT OF MARION COUNTY.

Cause No. 16098
Complete Rec.
56 page 61.

34.

Uriah Day,
vs
Mary Ann Sharpe, widow of
David Sharpe, deceased,
William Sharpe,
Matilda Comer,
Stephen Comer, her husband,
Matilda A. Sharpe,
Amelia E. Sharpe,
David F. Sharpe,
Sarah A. Sharpe.



(Over)

Rebecca Sharpe,
Alice Sharpe,
Joseph A. Yancey,
Mary M. Yancey,
George H. Yancey,
Joseph E. Yancey,
Marcellus Yancey,
Elmer Yancey, and
Orlander Yancey.

FORECLOSURE OF MORTGAGE.

October 9, 1876. Complaint filed, plaintiff alleging that he is the owner in fee simple of the East half of the North West Quarter of Section 35, Township 17 North, of Range 3 East, excepting 11 acres off of the south end of said tract set off to Lorenzo Vanscyoc in a Partition Suit, June Term, 1864, of the Common Pleas Court of Marion County.

Refers at some length to the mortgage by John Swords and wife, then the owners of the undivided half of the whole of said realty, to David Sharpe, on February 11, 1860, said mortgage recorded in Mortgage Record II page 453.

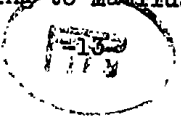
That afterward said notes were fully paid but by mistake said mortgage was not satisfied of record, and that defendants claim to have some interest in or claim upon said realty by reason of their being the heirs of David Sharpe.

That said mortgage so remaining of record unsatisfied is a cloud upon plaintiff's title.

That Mary A. Sharpe is the widow of said David Sharpe and that said Matilda Comer and William H. Sharpe and surviving children of said David Sharpe and said Matilda A. Sharpe, Amelia E. Sharpe, David F. Sharpe, Sarah E. Sharpe, Rebecca Sharpe and Alice Sharpe, are minor children and the heirs of Ira Sharpe a deceased son of said David Sharpe and Joseph A. Yancey, husband and Mary M. Yancey, George H. Yancey, Joseph E. Yancey, Marcellus Yancey, Elmer Yancey and Orlander Yancey, children of Amelia Yancey deceased, a daughter of said David Sharpe. That said children of Joseph A., and Amelia Yancey are minors. That the defendants above named constitute the heirs of said David Sharpe, deceased. Asks that said mortgage be ordered to be satisfied and that defendants be decreed to have no interest in or lien upon said realty.

The Sheriff's return upon the summons issued in this cause shows service as follows:

By reading to and delivering a copy to Mary M. Yancy, George H. Yancy, Marcellus Yancy, Elmer Yancy and Orland- Yancy and by leaving a copy at the last and usual place of residence of Joseph A. Yancy and Joseph E. Yancey, Oct. 21, 1876, and by reading to Mary Ann Sharpe, October 23, 1876, and by reading to Matilda Conner and by leaving a



(Over)

copy at the last and usual place of residence of Stephen Conner, October 12, 1876.

(The other defendants not found).

The plaintiff files affidavit of Calvin F. Rooker that the defendants Matilda A., Amelia E., David F., Sarah A., Rebecca and Alice Sharpe are not residents of the State of Indiana, and that they are necessary parties to this cause.

Plaintiff files affidavit of Samuel N. Bannister publisher of The Saturday Herald, a public weekly newspaper of general circulation, printed and published in Indianapolis; that notice to said non-resident defendants of the filing and pendency of this action, was published in said paper for three weeks successively, the first of which publication was on October 14, 1876, and the last on October 28, 1876.

William H. Sharpe enters appearance and waives issue and service of summons and files answer, admitting the material allegations of the complaint.

The Court appoints Frank L. Bixby, Guardian ad litem for the minor defendants Matilda A., Amelia E., David F., Sarah A., Rebecca and Alice Sharpe, and Mary M., George H., Joseph E., Marcellus, Elmer and Orlander Yancey; he comes and accepts said trust and files answer on behalf of said minors in general denial.

The adult defendants Mary A. Sharpe, Matilda Comer, Stephen Comer and Joseph A. Yancey are called and make default.

December 9, 1876. Decree is entered; upon submission, the Court finds that the material allegations of the complaint are true and that the mortgage therein referred to has been fully paid and satisfied.

It is decreed that the mortgage described in plaintiff's complaint has been fully paid and satisfied and that the Clerk of this Court shall enter satisfaction thereof upon the margin of Mortgage Record II page 453 of the Recorder's Office of Marion County, Indiana.

35.

John Swords died intestate, December 26, 1862.

COMMON PLEAS COURT OF MARION COUNTY.

Complete Rec.
18 page 456.

John Swords

Estate.

36.

January 12, 1863. Bond filed and letters of administration granted to William B. Bradley and William D. Trester as Administrators, by the Clerk in vacation. Jane Swords, widow of said decedent, renounces her right to administer upon the estate.

Order Book 137 page 99.

February 2, 1863. The action of the Clerk is approved by the Court.

June 22, 1864. Final report approved and the Administrators discharged.

October 17, 1864. Jane Swords files affidavit showing that said decedent John Swords died leaving the following heirs, to-wit:

the affiant, Jane Swords, his widow,
Mary Catharine Swords, Elisha Swords, John William Swords, Erastus Luther Swords, Emma Jane Swords and Calvin Leslie Swords, his children, him surviving, all under the age of 21 years. Distribution is ordered and the estate finally closed and determined.

COMMON PLEAS COURT OF MARION COUNTY.

Guardian's Doc.
2 page 226.

Erastus L. Swords, aged 7, Guardianship
Emma J. Swords, aged 5,
Calvin L. Swords, aged 3,

37.

September 27, 1864. Bond filed and letters issued to Jane Swords as Guardian.

February 7, 1870. The Administrator of the Guardian files final report, which is approved by the Court, and the Guardianship settled.

Order Book 28 page 608.

Deed Rec. Lands
II page 417
April 28, 1860
Recorded
May 8, 1860.

Benalah A. Tharp, and Warranty Deed
Elizabeth Tharp, his wife,
to
Lorenzo Vanscoyc.

38.

One undivided eighth part of the East half of the North West Quarter of Section 35 in Township 17 North, of Range 3 East. The whole tract containing 80 acres more or less. The title to said land having descended to said Elizabeth as one of the children and heirs at law of Abel Swords, deceased.

39.

ABSTRACTER'S NOTE:

A careful search in the Probate Indexes in the office of the Clerk of the Marion Circuit Court, fails to disclose any entry of the probate of the last will or of the grant of letters of Administration upon the estate of:

Mary Cox, who is said to be dead.



40.

ABSTRACTER'S NOTE:

A careful search in the Probate Indexes in the office of the Clerk of the Marion Circuit Court, fails to disclose any entry of the Probate of the last will or of the grant of letters of Administration upon the estate of:

Elisha Swords, who is said to be dead.

COMMON PLEAS COURT OF MARION COUNTY.

41.

Lorenzo Vanscyoc,
vs.
Celia Jane Swords,
Mary Catharine Swords,
John Swords,
Erastus L. Swords,
Emma Jane Swords,
Calvin Lesla Swords,
John Cox,
James Howard Cox, and
Mary Elizabeth Cox,

April 2, 1864. Petition filed, petitioner alleging that he is the owner in fee simple of one undivided eighth part of the East half of the North West Quarter of Section 35, in Township 17 North, of Range 3 East, containing 80 acres, more or less. That said Celia Jane Swords is the owner in fee simple of one undivided third part of the undivided six eighth parts and an undivided half of one-sixth of two-thirds of six-eighths thereof; that said Mary Catharine Swords, John Swords, Erastus L. Swords, Emma Jane Swords and Calvin Lesla Swords are each the owner in fee simple of one undivided sixth part of two-thirds of six eighths and one-undivided fifth part of one-half of one-sixth of two-thirds of six eighths of said tract of land.

That said John Cox is the owner in fee simple of one-third part of one-eighth part and said James Howard Cox, and Mary Elizabeth Cox are each the owner in fee simple of one-half of two-thirds of one-eighth part of said tract of land.

That said tract of land is wholly undivided, and owned and held by the petitioner and said defendants as tenants in common, according to the respective rights of each as hereinabove stated.

Petitioner further shows that the defendants, Mary Catharine, John, Erastus L., Emma Jane and Calvin Lesla Swords are each minors and are residents of Marion County; that Celia Jane Swords is also a resident of said County; that James Howard Cox and Mary Elizabeth Cox are each minors and they and said John Cox are not residents of the State of Indiana.



(Over)

Petitioner asks partition, that his share may be set off to him in severalty and in fee simple, free from any interest, claimor demand whatever of the defendants or either of them and any and all persons claiming from or under them or either of them.

Appended to the petition is the affidavit of Lorenzo Vanscyoc, that John Cox, James Howard Cox and Mary Elizabeth Cox, who are defendants to the petition, are proper and necessary parties to the same and that they are each non-residents of the State of Indiana, as he verily believes.

(ABSTRACTER'S NOTE:

The summons and the proof of publication of notice to the non-resident defendants in this cause have been taken from the files and are not now to be found.

For this reason, it is impossible to give the service upon the defendants, save in so far as the same is referred to in the Interlocutory order herein entered).

Order Book
15 page 506.

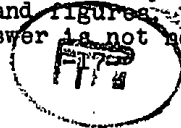
June 13, 1864. The petitioner comes by his attorney and files proof of the publication of notice of the pendency of this suit, given by him to the defendants John, James Howard and Mary Elizabeth Cox; and it thereby appearing to the satisfaction of the court by said proof that said defendants John, James Howard and Mary Elizabeth Cox have been duly notified of the pendency of the petition in this case by three successive weekly publications in the Indiana State Journal, a public weekly newspaper printed and published in said County of Marion, the last of which was more than thirty days before the first day of the present term of this Court. And it further appearing to the satisfaction of the Court by the summons and Sheriff's return thereon that said defendants, Celia Jane, Mary Catharine, John, Erastus S., Emma Jane and Calvin Lesla Swords, were duly served with said summons ten days before the first day of this present term, on motion of said petitioner, the defendant John Cox is thrice called and comes not but makes default; and Lucian Barbour, Esq., is appointed Guardian ad litem for the minor defendants, Mary Catharine Swords, John Swords, Erastus L. Swords, Emma Jane Swords, Calvin Lesla Swords, James Howard Cox and Mary Elizabeth Cox, and said Guardian appears and files the answer of said defendants to the petition herein in the words and figures following, to-wit:

(said answer is not now in the files).

And the defendants Celia Jane Swords appears by Barbour and Howland, her attorneys and files her separate answer to the petition in this behalf, in these words and figures to-wit:-

(Said answer is not now in the files).

(Over)



This Cause thereupon came onto be heard and tried upon the petition, default of the adult defendant John Cox, the answer of the adult defendant Celia Jane Swords, the answer of the minor defendants by the Guardian ad litem, and the oral testimony adduced by the plaintiffs and the evidence being seen and heard and the Court being sufficiently advised in the premises, do say and find that the several matters and things in the petition alleged as therein alleged, are true.

That said petitioner is the owner in fee simple of one undivided eighth part of said East half of the North West Quarter of Section 35 in Township 17 North, of Range 3 East, containing 80 acres, more or less.

Partition is decreed by the Court so that the share of the petitioner shall be set off to him, his heirs and assigns, forever in severalty and in fee simple.

The court appoints Jacob C. Coil, Jackson Dawson and Ambrose Dawson, disinterested resident freeholders of said County of Marion, not of kin to any of the parties, as Commissioners to make such partition.

Order Book
15 page 603

June 27, 1864. Said Commissioners file and acknowledge in open Court their report, that having taken an oath in open Court for the faithful discharge and performance of their said trust, after examination of the premises they assign and set off to said Lorenzo Vanscyoc, his heirs and assigns forever, eleven acres off the south end of said tract of land, being in width 22 rods and in length 80 rods, making said eleven acres, the same being one-eighth part in value of said tract of land at this time to the best of the judgment of the Commissioners.

It is considered, ordered and adjudged by the Court, that said partition be firm and effectual forever between said parties. That the said Lorenzo Vanscyoc, his heirs and assigns forever, do have, hold, possess and enjoy in fee simple, the said eleven acres off the south end of the East half of the North West Quarter of Section 35, in Township 17 North, of Range 3 East, being in width 22 rods and in length 80 rods, so assigned and set off to him as aforesaid, free from any estate, right, title, interest, claim or demand whatever of said Celia Jane Swords, Mary Catharine Swords, John Swords, Erastus L. Swords, Emma Jane Swords, Calvin Lesla Swords, John Cox, James Howard Cox and Mary Elizabeth Cox or either of them, and any person or persons claiming from or under them or either of them.

(c)

At this point, the separate titles unite.



Misc. Record.
62 page 555
April 19, 1910
Recorded
April 19, 1910.

42.

Wm. Mustard,

Affidavit.

Affiant says that he is a brother of James Mustard, the husband of Almira Mustard, formerly Almira Vanscyoc, daughter of Lorenzo Vanscyoc deceased, and was acquainted with Lorenzo Vanscyoc during the life time of said Lorenzo Vanscyoc and with his family relationship. That said Lorenzo Vanscyoc was twice married and by his first marriage there were born unto him, five children, including the said Almira (Vanscyoc) Mustard.

That the other four children of said Lorenzo Vanscyoc died in infancy, unmarried and with out descendants.

That said Lorenzo Vanscyoc after the death of his first wife, married his second wife Esther J. That he had no children born unto him by his second marriage and that at the death of said Lorenzo Vanscyoc he left surviving him, his daughter, Almira, daughter of his first wife, and his second wife, Esther J. Vanscyoc. That the said Almira Vanscyoc Mustard, his daughter and Esther J. Vanscyoc, widow, all and the only heirs left surviving the said Lorenzo Vanscyoc at the time of his death.

Wm. Mustard,

Marriage Rec.
6 page 66
March 30, 1864.

43.

44.

Almira Vanscyoc,
and
James Mustard,

Marriage

Lorenzo Vanscyoc died intestate, September 2, 1876.

Appearance
Docket of
Estates
9 page 162.

44.

MARION CIRCUIT COURT.

Lorenzo Vanscyoc

Estate,

October 20, 1876. Bond filed and James Mustard appointed Administrator, by the Clerk in vacation.

November 14, 1876. Action of the Clerk in vacation is confirmed by the Court.

Order Book 43 page 29.

September 24, 1881. Final report filed and approved and estate settled.

Order Book 58 page 171.

Deed Record
Lands
4 page 503
April 24, 1878
Recorded
June 22, 1878.

45.

Almira Mustard, daughter and only child of Lorenzo Vanscyoc, dec'd., by a former marriage, and James Mustard, her husband, to Esther J. Vanscyoc, a widow of said Lorenzo by a second marriage without children and here assigns during her natural life.

(Over)



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 said 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, in the State of Indiana, to-wit:

The North half of the South West Quarter of Section 35, Township 17 North, of Range 3 East, containing 86.23 acres.

Also a tract of land described as follows, eleven acres on the south end of the East half of the North West Quarter of Section 35 in Township 17 North, of Range 3 East, being in width twenty-two rods and in length eighty rods containing eleven acres.

Also a tract of land described as follows, to-wit:

Commencing at the south west corner of the South West Quarter 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, in Marion County, State of Indiana.

(d) To show the identity of:
Esther J. Van Scyoc-Hahn-Whitinger.

Marriage Record 3 page 51 Jan. 3, 1840	James Mustard and Easter Jane Culbertson.	Marriage
46.		
Marriage Record 4 page 84 Feb. 29, 1844.	Mrs. Esther Jane Mustard and Lorenzo Van Scyoc.	Marriage
47.		
Marriage Record 17 page 361 Jan. 5, 1882.	Ester J. Van Scyok and Joseph E. Hahn,	Marriage
48.		
Marriage Record 29 page 206 Jan. 12, 1898.	Esther Hahn, and Henry Whitinger.	Marriage
49.		



Deed Record
Lands
35 page 186
June 22, 1899
Recorded
June 30, 1899.

50.

Almira Mustard, and
James Mustard, her husband,
to

Warranty Deed

Henry M. Hessong, Trustee,

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.

NOW THEREFORE, in consideration of the sum of One Dollar (1.00) in hand paid to the grantors herein, and other sufficient consideration, the said Almira Mustard and James Mustard, her husband, both of Marion County, State of Indiana, do hereby convey and warrant to Henry M. Hessong, Trustee, for and during the life of said Almira Mustard, upon the trust hereinafter named with the remainder in fee simple to the children hereinafter named, the following described real estate in Marion County, to-wit:

The West half of the North East Quarter of Section thirty-five Township seventeen North, of Range three East, containing seventy acres more or less.

Also the South West Quarter of Section twenty-five, Township seventeen North, of Range three East, containing One Hundred and Forty-seven and one-half acres, except eighty-five acres off of the south end of said tract.

Also, the South half of the North West Quarter of Section twenty-five Township seventeen North, of Range three East, containing Seventy Acres more or less, except Fifteen 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 in the Recorder's Office of Marion County, State of Indiana.

Also eleven acres in the south end of the East half of the North West Quarter of Section thirty-five, same Township and Range aforesaid, being in width twenty-two rods and in length eighty rods.

Also eighty-five acres more or less described as follows:

Commencing at the South West Quarter of Section Twenty-five, same Township and Range aforesaid; thence running north along the west line of said Quarter, seventy-seven 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.

(Over)



Also the north half of the South West Quarter of Section thirty-five in same Township and Range containing eighty-six and one-quarter acres more or less.

The last three parcels being more particularly described in a deed to Esther J. Vanscyoc recorded in Land Record 4 page 503, in the Recorder's Office of Marion County, State of Indiana, the said parcels last named of Eleven Acres, Eighty-five acres, and Eighty-six and one-quarter acres, being subject to the life estate of Esther J. 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 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 successor or successors in office to take charge of said real estate, rent the same, collect the rents and profits therefrom now accrued 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 liability to which said 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 said property to be free from 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 of the Trustee herein named shall not commence to the Whiting property hereinbefore named, until the termination of the life estate to 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 the 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 and in that event, the said grantors hereinbefore named of the remainder in fee simple shall care for and support him and they obligate so to do. 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

(Over)



grantees hereinbefore named with right of possession immediately upon the termination of the life estate of said Esther Whiting.

Appended to the foregoing deed is the written acceptance of the trust by Henry M. Hessong, dated June 30, 1899, he agreeing to administer the same according to the terms of the foregoing instrument.

51. **ABSTRACTER'S NOTE:**
A careful search in the probate indexes in the office of the Clerk of the Marion Circuit Court fails to disclose any entry of the probate of the last will or of the grant of letters of Administration upon the estate of:
Almira Mustard, who is said to be dead.
52. James Mustard died intestate, May 28, 1916.

PROBATE COURT OF MARION COUNTY.

Appearance
Docket of
Estates
49 page 14476.

James Mustard Estate.

53.

June 7, 1916. Waiver and bond filed and letters issued to John Harcourt, Administrator.
Order Book 40 page 125.
June 29, 1916. Proof of publication of appointment filed.
July 1, 1916. Inventory filed.
April 30, 1918. Final report filed.
May 14, 1918. Proof of publication of final notice filed.
June 1, 1918. Proof of posting final notice filed. Final report approved and estate closed.
Order Book 50 page 156.
The final report shows that the Administrator charges himself with \$1,673.70 received and claims credit for expenditures aggregating \$401.36, leaving \$1,272.34 for distribution, and said sum was actually divided among the heirs of decedent; the final report further shows that said decedent died the owner of real estate known as Nos. 916 and 918 East 26th Street, Indianapolis, Marion County, State of Indiana, (otherwise known as a portion of Lot 6, Block 3 in Nordyke & Hollowell's Grand View Addition to the city of Indianapolis).



(Over)

In the entry on the final report, the Court finds that all of decedent's debts have been paid and discharged and that decedent left surviving the following and only heirs:

Mary E. Harcourt, Ella F. Huguen, Rebecca J. Hessong, Cora E. Hessong and Fannie F. Johnson, children of decedent; that said Fannie F. Johnson died subsequent to the death of said decedent, leaving surviving her Walter S. Johnson, her husband and Alma Johnson and Harold Johnson, minor children of said Fannie F. Johnson. 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 said estate has been fully settled and administered upon; that no inheritance tax was assessed against said estate.

Mtg. Record
314 page 97
March 21, 1896
Acknowledged
March 21, 1896
and July 9, --
Recorded
July 9, 1896.

54.

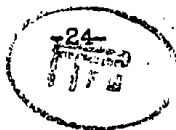
Esther J. Hahn,
Party of the first part,
to

Alexander McKnight, and
William J. Murphy,

Parties of the second part,
That said party of the first part, for and in consideration of the sum of One Dollar, in hand paid to the party of the first part by the parties of the second part, the receipt whereof is hereby acknowledged, and in further consideration of the fulfillment of the stipulations and agreements hereinafter recited, does hereby grant, lease and demise to the parties of the second part, their successors and assigns, the exclusive right to enter upon, erect derricks, and other necessary buildings, and drill, bore and prospect for water, oil, natural gas and other valuable substances on the following described real estate, situate in the County of Marion and State of Indiana, to-wit:
S. W. 1/4 Section 25, Township 17 Range 3, 85 acres, S. W. 1/4 Section 35, Township 17, Range 3, 97-1/4 acres, containing in all, 182-1/4 acres, in Washington Township, Marion County, Indiana.

Said 85 acres in 25-17-3 being more particularly described as follows:

Commencing at the S. W. corner of the S. W. 1/4 of Sec. 25, in T. 17 N., of R. 3 E.; thence north running along the west line of said Quarter 17 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.



(Over)

By the Clerk of the County of Marion, Ind. the Recorder of Marion Co. declares this mortgage valid.
M. BISHOP ABSTRACT CO.
PRIN. & MAN.

Said 97-1/4 acres in 36-17-3, being more particularly described as follows, to-wit:-

The N. 1/2 of the S. W. 1/4 of Sec. 36, T. 17 N., of R. 3 E. containing 86.23 acres. Also 11 acres off the south end of the E. 1/2 of the N. W. 1/4 of Sec. 36-17-3, being in width 22 rods and in length 80 rods, containing 11 acres.

Second parties agree to complete first well within six months from the date of this lease.

The foregoing lease is made upon the following conditions and terms to-wit:-

The said parties of the second part, their successors and assigns are to have and to hold said premises only for the purpose above recited for and during the term of six months from the date hereof, and as much longer as oil or natural gas, or other valuable substances is found in paying quantities.

The said parties of the second part, their successors and assigns, in consideration of said grant and demise, agree to give the party of the first part the full equal one-eighth of all the oil obtained or produced on the premises hereby leased, and deliver the same in tank or vessel to the credit of the party of the first part.

It is further agreed that if gas is found in sufficient quantities to utilize, the consideration in full to be paid to the party of the first part by the parties of the second part shall be One Hundred Dollars per annum, for each and every gas well drilled on the premises above described and used and operated by the parties of the second part to be paid semi-annually in advance.

The party of the first part grants to the parties of the second part, their successors and assigns, the privilege of using sufficient water from the premises herein leased except from wells now upon the same, necessary to the operation thereon; also the right of way and across said premises to the place of operating, together with the exclusive right to lay and maintain pipes to convey oil and gas, and the right to erect and remove at pleasure any derrick, building, machinery or fixtures necessarily required to carry on their operation.

That no well shall be bored nearer than five hundred feet of the house, barn or other building on said premises, nor in any orchard, except by consent of the party of the first part, and in case no well is completed within six months from date of this lease, unavoidable delays excepted, then this lease shall be null and void unless such parties of the second part shall, at the expiration of said time, pay to the party of the first part, fifty cent per acre for each and every year such completion is delayed.



(Over)

That in case gas is found in quantities sufficient to justify the piping and conveying the same, the parties of the second part agree to furnish such gas in sufficient quantity free of cost to the party of the first part to heat and light his dwelling house upon said premises.

Provided, the pipe therefor, from the main line is supplied and laid by the party of the first part.

It is further agreed that the failure on the part of the parties of the second part to comply with conditions herein named, or to pay the cash consideration herein mentioned, within ninety days after the time given for the happening or the payment of the same, then and in that event this lease may be declared null and void, and it is understood that the agreement shall extend to the heirs, executors & grantees of party of 1st part & the successors & assigns of parties of the 2nd part.

And it is further agreed between the parties that the party of the second part shall have the right and option to purchase the premises above described of the party of the first part at any time during the existence of this lease, on payment of ---.

By assignment dated April 2, 1896, Alexander McKnight assigns all of his interest to William A. Hughes, Trustee. Said Assignment recorded July 9, 1896, in Mortgage Record 314 page 100.

By assignment dated June 6, 1896, Alexander McKnight, William J. Murphy and William A. Hughes, Trustee, for themselves and in their trust capacity assign to the Keystone Oil and Gas Company of Marion County, Indiana, all right, title and interest, and all the right, title and interest of their respective cestui que trusts in and to the within lease.

Said Assignment recorded July 9, 1896, in Mortgage Record 314 page 100.

Mtg. Record
322 page 442
Jan. 11, 1897
Recorded
Jan. 26, 1897

55.

Esther J. Hahn,
to

Keystone Oil and Gas
Company of Indianapolis.

For the term of 90 days or as long as oil, gas or other mineral is found upon said premises in paying quantities and the terms and conditions of this lease are kept by the lessee, all the oil, gas and other minerals on and under the following described premises, together with the exclusive right to enter thereon at all times for the purpose of drilling and operating for same, etc.:-



(Over)

On the margin of the record the Recorder
Company Co. declares this mortgage satis-
fied by lease of time.
M. BROWN ABSTRACT CO.
FREE & MOR.

A lot of land situated in Township of Washington, County of Marion in the State of Indiana, described as follows, to-wit:-

The N. 1/2 of the S. W. 1/4 of Section 35, Township 17 North, of Range 3 East, containing 86.23 acres.

Also 11 acres off the south end of the E. 1/2 of the N. W. 1/4 of Section 35, Township 17 N. Range 3 East, being in width 22 rods and in length 80 rods, containing 11 acres, containing in all, 97.23 acres.

(See the instrument for details).

Misc. Record
39 page 536
Oct. 16, 1902
Recorded
Oct. 18, 1902.
56.

Esther J. Whiting
to
D. W. Ham.

Lease,

The 97 acres more or less known as the Van Scyoc farm, situate in Section 36, Township 17 Range 3 East; for 5 years from March 1, 1903.

For \$250.00 per year, one-half on September 12 and the residue on or before January 1, each year.
For farming and agricultural purposes; usual conditions.

SUPERIOR COURT OF MARION COUNTY.

Cause No. 61669
Filed
Jan. 18, 1902
57.

Esther J. Whiting,
vs.
Ella F. Shanton,
Mary E. Harcourt,
Rebecca J. Hessong,
Cora E. Hessong,
Fannie F. Johnson,
Frank Dodd,
Henry M. Hessong.

COMPLAINT TO QUIET TITLE.

(NOTE: There is no Complete Record in this cause and the papers are not now in the files.)
The Entry Docket shows that the defendants filed answer, in general denial.

Order Book
248 page 39

January 18, 1902. Decree is entered; the parties come, and this cause being at issue is now submitted to the Court for trial, finding, judgment and decree, without the intervention of a jury. And the Court having heard the evidence and being sufficiently advised in the premises and having been requested by plaintiff before the commencement of the trial to make a special finding



(Over)

of the facts, together with its conclusions of law thereon, does now find the facts to be as follows, to-wit:

Lorenzo Van Scyoc died intestate in Marion County, State of Indiana, on the 2nd day of September 1876, seized in fee simple of certain real estate, situated in Marion County, Indiana, including the real estate described in plaintiff's complaint herein, to-wit:-

The north half of the South West Quarter of Section 35, Township 17 North, of Range 3 East, containing 86 acres 23/100 of an acre.

Also a tract of land described as follows: 11 acres on the south end of the East half of the North West Quarter of Section 35, in Township 17 North, of Range 3 East, being in width 22 rods and in length 80 rods, containing 11 acres.

Also a tract of land described as follows, to-wit:

Commencing at the south west corner of the South West Quarter 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.

Said Lorenzo Van Scyoc left surviving him as his sole heirs, his widow, the plaintiff, she being a second wife by whom he had no children, and Almira Mustard, an only child, the wife of James Mustard, she, the said Almira Mustard, being a child by a former wife.

On the 24th day of April 1878, said Almira Mustard and the plaintiff herein, made a voluntary partition of the lands of which said Lorenzo Van Scyoc died seized, as aforesaid, the lands described in the plaintiffs complaint herein being set off in severalty to the plaintiff and the residue of said lands of which said Lorenzo died seized, being set off in severalty to said Almira Mustard, and pursuant and in confirmation of said voluntary partition, the said Almira Mustard, together with her husband, James Mustard, on said 24th day of April 1878, as aforesaid, executed to plaintiff a Quit Claim Deed, conveying to her the lands described in her complaint herein, and the plaintiff, then Esther J. Van Scyoc, widow and unmarried, pursuant to said partition on April 25, 1878, by her Quit Claim Deed dated of said date, conveyed to the said Almira Mustard the residue of the lands of which said Lorenzo Van Scyoc died seized as aforesaid.



(Over)

Pursuant to said partition and Quit-Claim Deed as aforesaid the plaintiff took and has ever since held possession as such second childless wife, of the lands so set off as aforesaid, and conveyed to her and described in plaintiff's complaint herein, and the said Almira Mustard took possession under her said deed as aforesaid, of the lands aforesaid, set off and conveyed to her; subsequently and before commencement of this suit, the said Almira Mustard died intestate leaving surviving her children.

That the defendants prior to the commencement of this suit have asserted some claim or interest in the real estate described in the plaintiff's complaint herein, adverse to the plaintiff's title and to her possession thereof as hereinbefore described.

The court further finds that heretofore, to-wit: on January 2, 1882, the said Esther J. Van Scyoc aforesaid, intermarried, with one Joseph E. Hahn, that afterward and prior to 1898 the said Hahn departed this life; that on January 11, 1898 the said Esther J. Hahn, formerly Esther J. Van Scyoc intermarried with one Henry Whiting and she is at present the wife of said Whiting.

Upon the foregoing facts the Court finds and states the following conclusions of law:

FIRST: That the said plaintiff Esther J. Whiting as the childless second wife of said Lorenzo Van Scyoc is the owner in fee simple of the real estate described in her complaint herein, and in the foregoing finding of facts, but plaintiff's said title as such childless second wife to said real estate will determine at her death in the event that there shall be living any child or children of said Lorenzo Van Scyoc or their descendants, by any former marriage; in which event, said real estate will descend to the said children or their descendants of the said Lorenzo Van Scyoc as the forced heirs of the said Esther J. Whiting.

SECOND: That the said Esther J. Whiting has no interest in any other of the property of which the said Lorenzo Van Scyoc died the owner, than that hereinbefore described.

THIRD: That the plaintiff is entitled to have her title to said real estate as hereinbefore found and defined, quieted as against any and all adverse claims of said defendants or of either of them and to a decree enjoining said defendants from claiming or asserting any claim or interest adverse thereto or interfering with or molesting plaintiff's possession under and by virtue of her said title, as aforesaid.



(Over)

It is therefore on the foregoing finding of facts and conclusions of law, considered, ordered, adjudged and decreed that the plaintiff Esther J. Whiting as the childless second wife of Lorenzo Van Scyoc is the owner in fee simple of the aforesaid described real estate situated in Marion County, State of Indiana, to-wit:-

The North half of the South West Quarter of Section 36, Township 17 North, of Range 3 East, containing 86 acres and 23 hundredths of an acre.

Also a tract of land described as follows, to-wit:

11 acres on the south end of the East half of the North West Quarter of Section 36 in Township 17 North, of Range 3 East, being in width 22 rods and in length 80 rods, containing 11 acres.

Also a tract of land described as follows, to-wit:

Commencing at the south west corner of the South West Quarter 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.

But that said plaintiff's title to said real estate will determine at her death in the event that there shall then be living any child or children of said Lorenzo Van Scyoc by his former marriage or their descendants in which event said real estate will descend to such child, children or their descendants as aforesaid.

It is further considered, ordered, adjudged and decreed that the defendants herein and each of them, be and the same hereby are enjoined from claiming or asserting any claim or interest adverse to the estate aforesaid of the said Esther J. Whiting or interfering with or molesting the plaintiff's possession of said property under and by virtue of her said title.

It is further considered, ordered, adjudged and decreed that said Esther J. Whiting has no right, title, claim or interest in and to any other of the real estate than that hereinbefore described of which the said Lorenzo Van Scyoc died the owner.

(Costs in this case are paid.)

A certified copy of the decree in the foregoing cause was recorded in Land Record 39 page 378, in the office of the Recorder of Marion County, Indiana, on March 27, 1902.



58.

Esther J. Whitingier died intestate, March 29, 1905.

MARION CIRCUIT COURT.

Appearance
Docket of
Estates
29 page 6755.

Esther J. Whitingier Estate

April 8, 1905. Bond filed and letters issued to Jacob Newby, Administrator.

May 26, 1906. Estate settled, Henry Whitingier being the sole heir at law.

Order Book 176 page 183.

59.

Deed Record
Lands
41 page 446
June 5, 1903
Recorded
June 6, 1903.

Henry M. Hessong, Trustee, and Quit Claim Deed
Minnie F. Hessong, his wife,

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 half of the North East Quarter of Section 35, Township 17 North, of Range 3 East, containing 70 acres, more or less.

Also, the South West Quarter 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, the South half of the North West Quarter of Section 25, Township 17 North, of 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 at page 410 in the Recorder's Office of Marion County, Indiana.

This deed contains recitals as follows:

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 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

(Over)



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, of 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, and 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 doctor bills 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 the 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 continue until said liabilities are paid out of said rents and profits or to determine upon the payments of such liabilities by the parties hereto themselves individually.

And to the end that said trustee, Henry M. Hessong, may have the power to execute the foregoing trust, we the undersigned do hereby convey to him, as Trustee, for said purposes, our interest in said real estate.



(Over)

Witness our hands and seals this - day of
July, 1900.

(signed), Ella F. Shanton,
A. C. Shanton,
Rebecca J. Hessong,
T. P. Hessong,
Cora E. Hessong,
Frank E. Hessong,
Mary E. Harcourt,
Fannie F. Johnson,
Walter S. Johnson,
Josie M. Dodd,
Frank Dodd,
John Harcourt.

"I hereby accept the foregoing trust, this July,
9th, 1900.

(signed), Henry M. Hessong."

AND WHEREAS, the said Henry M. Hessong accept-
ed said agreement and entered upon the performance
of the duties of the same, and

WHEREAS, Esther Whiting referred to in said
instrument executed on June 22nd, 1899, and recorded
in Land Record 35 at page 186, is still living and
the said Trustee, Hessong, has never had possess-
ion, control or authority, in any way, over said
Whiting property, and

WHEREAS, Josie M. Dodd named in said two
memoranda in writing, as aforesaid, has departed
this life since July 1900, leaving her surviving
one child, and her husband, Frank Dodd, and

WHEREAS, said child of the said Josie M. Dodd
departed this life immediately after the death of
the mother, the following day, or thereabouts,
leaving surviving the father, Frank Dodd, as sole
heir, and

WHEREAS, Frank Dodd is the owner of the interest
which was represented by his wife, and

WHEREAS, the parties desire the termination of
said trust as to all of said property mentioned in
said Agreement, except the Whiting property, and

WHEREAS, said Hessong, Trustee, has rented the
property that came to his possession, and collect-
ed the rents, and profits and out of the rents
and profits has paid Dr. McDonald his bill for
medical services incurred by Almira Mustard, sub-
sequent to June 22, 1899, and has paid Wilson and
Townley, attorneys at law, for their legal ser-
vices, in the sum of \$100.00 as mentioned in said
memorandum of agreement of July 1900, and has paid
also \$300.00 for the benefit of the Pleasant View
Lutheran Church of Marion County, Indiana, which is
also mentioned in said Agreement of July 1900, and



(Over)

WHEREAS, said Hessong, Trustee, has also paid the taxes due and collectible to this date assessed against all of said property, mentioned in said deed of trust, except the Whiting property, over which he has no control, leaving unpaid the taxes for 1903, which are collectible in 1904. THEREFORE, etc., this deed is executed.

(ABSTRACTER'S NOTE: It will be observed that the description of lands conveyed by the foregoing deed does not include the premises described in the caption to this Abstract. The deed is here shown by reason of the recitals of fact therein contained.)

SUPERIOR COURT OF MARION COUNTY.

Cause No. 70967
Filed
March 6, 1906.

61.

Frank Dodd,
vs.
Ella F. Shanton,
Alvin C. Shanton,
Rebecca J. Hessong,
Thomas E. Hessong,
Cora E. Hessong,
Frank E. Hessong,
John Harcourt,
Mary E. Harcourt,
Fannie F. Johnson,
Walter S. Johnson, and
Henry M. Hessong, Trustee,

Plaintiff alleges that before April 24, 1878, Lorenzo Van Scyoc died leaving as his only heirs Almira Mustard, and Esther J. Van Scyoc, his childless widow and second wife.

That he died possessed of the following described realty:

The north half of the South West Quarter of Section 36, Township 17 North, of Range 3 East, containing 86.23 acres.

Also 11 acres on the south end of the East half of the North West Quarter of Section 35, in Township 17 North, of Range 3 East, being in width 22 rods and in length 80 rods.

Also a tract of land described as follows:
Commencing at the south west corner of the South West Quarter 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.



(Over)

Also beginning at a point in the east line of the East half of the North East Quarter of Section 23 in Township 16 North, of Range 3 East, 8.055 chains north of the south east corner of said half Quarter; thence running north 4.75 chains more or less to a point in said East line 27.61 chains south of the North East corner of said half Quarter; thence west 20.25 chains to the west line of said half Quarter; thence south 4.75 chains more or less to a point in said west line 8.055 chains north of the south west corner of said half Quarter; and thence east to the place of beginning, containing 9.61 acres more or less.

Also, beginning on the west line of the east half of the North East Quarter of Section 23 in Township 16 North, of Range 3 East at a point 20.17 chains south of the north west corner of said half Quarter; thence running south along said line 7.44 chains; thence east parallel with the north line of said half Quarter 20.25 chains to the east line thereof; thence north along said line 7.44 chains; thence west parallel with the north line of said half Quarter 20.25 chains to the place of beginning, containing 15 acres more or less.

Also the undivided one-fourth part of the following described tract of land:

Beginning at the south east corner of the west half of the South East Quarter of Section 26 in Township 17 North, of Range 3 East; running west with the south line of said tract 20.44 chains to the south west corner thereof; thence north with the west line of said half Quarter Section 9.78 chains; thence east parallel with the said south line 20.42 chains to the east line of said tract; thence south 9.78 chains to the place of beginning, containing 20 acres.

Also the south west Quarter of Section 25 in Township 17 North, of Range 3 East, containing 147.50 acres, more or less.

Also the south half of the North West Quarter of Section 25 in Township 17 North, of Range 3 East, containing 70 acres, more or less, except 15 acres more or less, on the west end of said described land.

Plaintiff alleges that after the death of said Lorenzo Van Scyoc, his widow, Esther J. Van Scyoc made an agreement with Almira Mustard, the only child and heir of said Lorenzo, said Esther agreeing to take a life estate in certain specified realty in lieu of her share in the estate under the law, said realty being of more value than she would have received under the law; refers to the Quit Claim Deed of said Almira to said Esther, April 24, 1878, and the Quit Claim Deed of said Esther to said Almira, April 25, 1878; copies of said two deeds are appended to the complaint as Exhibits.



(Over)

Alleges that said Esther J. Van Scyoc entered upon, kept and retained possession of the land so conveyed to her by Almira Mustard, from the date of said deed until the Spring of 1905, when she died.

The complaint sets out in full the deed of Almira Mustard, (her husband joining therein) to Henry M. Hessong, Trustee, of date June 22, 1899; states that Henry M. Hessong, accepted the trust, and he continued and still continues to act as said Trustee and to hold the title given to him under said instrument.

Said Almira Mustard died on June 9, 1900, leaving all the real estate herein described, the title to said real estate being in Henry M. Hessong, Trustee.

Complaint sets out a copy of the supplemental instrument of trust of July --, 1900 by the heirs of Almira Mustard to said Henry M. Hessong, Trustee, (see Paragraph # 50 of this Abstract); alleges that Hessong accepted said supplemental trust; on June 5, 1903, said Hessong, his wife joining therein, conveyed to the heirs of Almira Mustard all the real estate which was conveyed to Almira Mustard, in the deed of Esther Van Scyoc, as hereinbefore set out, said deed by said Hessong being recorded in Land Record 41 page 446; (copy of said deed is set out in the complaint).

Plaintiff alleges that his wife, Josie M. Dodd, performed each and all of the agreements provided in said deed of trust which she signed with this plaintiff; that she died after July, 1900, being survived by one child, which child inherited all the interest of Josie M. Dodd, said interest being an equal one-sixth interest in all the real estate owned by Almira Mustard and conveyed to her by Henry M. Mustard, Trustee; said child survived the mother about 24 hours and inherited from said mother all the interest which she held as the heir and child of Almira Mustard in all the real estate owned by Almira Mustard and in the real estate deeded to Henry M. Hessong, in said Deed of Trust.

Plaintiff says that he was the sole heir of said child and the owner of the interest in said estate, which the said child inherited from its mother, Josie M. Dodd.

Plaintiff says that all of the defendants agreed to and acknowledged said trust as made to Henry M. Hessong, Trustee and acted under said trust and accepted a deed from said Hessong, Trustee, and did divide with him share and share alike the interest in the real estate held by Henry M. Hessong, Trustee.



(Over)

Plaintiff says that he holds and is entitled to an equal share with Ella F. Shanton, Rebecca J. Hessong, Cora E. Hessong, Mary E. Harcourt and Fannie F. Johnson, in the remaining real estate held by Henry M. Hessong, Trustee, which said real estate is as follows, to-wit:-

The North half of the South West Quarter of Section 35, Township 17 North, of Range 3 East, containing 86.23 acres;

Also 11 acres on the south end of the East half of the North West Quarter of Section 35 in Township 17 North, of Range 3 East, being in width 22 rods and in length 80 rods.

Also, commencing at the south west corner of the South West Quarter 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 southeasternly 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;

which interest the plaintiff says is an equal one-sixth interest in all of said real estate.

Plaintiff asks partition and that his share be set off to him; if partition cannot be made, that the realty be sold and the proceeds divided.

The Sheriff's returns upon the summons issued in this cause show service as follows:

By reading to Mary E. Harcourt, Fannie F. Johnson and Rebecca J. Hessong; by reading and copy to Thomas P. Hessong and Henry M. Hessong, Trustee; and by copy at the last and usual place of residence of John Harcourt, and Walter S. Johnson, on March 8, 1906.

By reading and copy to Ella F. Shanton and Alvin C. Shanton on March 9, 1906.

By reading and copy to Cora E. Hessong and Frank E. Hessong on March 10, 1906.

April 2, 1906. All of the defendants file joint answer in two paragraphs: (a) general denial: (b) settling up the proceedings and decree in Marion Superior Court in the suit brought by Esther J. Whiting against the parties to this action, involving the same real estate of which partition is sought herein; that said Esther J. Whiting asked that her title to said realty be quieted; and on January 18, 1902, decree was entered in said suit, it being adjudged and decreed that Esther J. Whiting, as the childless second wife of Lorenzo Van Scyoc was the owner in fee simple of the tract of land described in her complaint, but that the title of said Esther J. Whiting would determine at her death, in the event that there should be then living any child or children of said Lorenzo Van Scyoc by his former marriage, or their descendants, in which



event said real estate would descend to such child; children or their descendants as aforesaid; the defendants were enjoined from asserting any claimor interest adverse to the estate aforesaid of the said Esther J. Whiting or interfering with her possession of said property under and by virtue of her said title; that said decree still remains in full force and effect.

Further that Ella F. Shanton, Rebecca J. Hessong, Cora E. Hessong, Mary E. Harcourt and Fannie F. Johnson are the children of Almira Mustard, now deceased, who was the only child of Lorenzo Van Scyoc by a marriage previous to his marriage with Esther J. Whiting, and that as the descendants of said Almira Mustard, said defendants last above named were the sole heirs at law of said Esther J. Whiting, and took by descent from said Esther J. Whiting, at her death the realty of which partition is sought by the plaintiff.

WHEREFORE, plaintiff should take nothing by his suit.

Plaintiff files demurrer to the second paragraph of the answer, which demurrer the court overrules.

Defendants file amended second paragraph of answer, adding allegations setting out the death of Josie M. Dodd, wife of plaintiff, in 1900, subsequent to July 9th, leaving surviving her an only child, which died one or two days after the death of said Josie M. Dodd.

They further allege that the deed of trust by Almira Mustard to Henry M. Hessong, Trustee, June 22, 1899, was executed solely upon the consideration of love and affection for the beneficiaries named therein, other than the said Almira Mustard; that no valuable consideration of any kind whatsoever was paid to said Almira Mustard for the execution of said conveyance; that said Almira Mustard received no payment whatsoever for said conveyance in trust, but that the same was entirely voluntary upon the part of said Almira Mustard.

Plaintiff files demurrer to the amended second paragraph of the answer, which demurrer is overruled by the Court.

Plaintiff files reply to the amended second paragraph of the answer, in which he sets out the deeds exchanged by Almira Mustard and Esther J. Van Scyoc in April 1878 and sets out the decree in the suit brought by Esther J. Whiting, to quiet her title to the realty described in the complaint in this action; sets out the Act of the Legislature of Indiana, approved February 24, 1899 to render valid the deeds of children of men who have died, leaving second or subsequent childless wives, of the realty that descended to such second



(Over)

or subsequent childless wives; set out the deed of Almira Mustard to Henry M. Hessong as Trustee and suggests that it falls within such statute; sets out the deed of Hessong, Trustee to the heirs of Almira Mustard, for the lands left by Lorenzo Van Scyoc other than the Whitingers lands, and points out that in such deed he was recognized as the sole heir of Josie Dodd; insists that he is an equal owner with the children of Almira Mustard of the "Whitinger" lands, and asks judgment accordingly.

November 21, 1907. This cause is called for trial; and being at issue, is submitted to a jury; evidence for plaintiff is heard; the defendants move the Court to instruct the jury to return verdict for defendants.

Such motion is sustained and the jury so instructed, to which the plaintiff excepts.

The jury returns verdict for the defendants.

Judgment is entered upon the verdict, that plaintiff take nothing by his suit and that defendants recover of plaintiff their costs.

(Costs not paid).

Order Book 276 page 502.

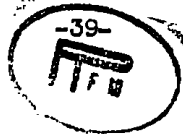
November 30, 1907. Plaintiff files motion for new trial, setting forth reasons therefor; which motion the Court overrules; the plaintiff prays an appeal to the Appellate Court of the State of Indiana.

Upon hearing in the Appellate Court of the State of Indiana, the Court holds that neither appellant's wife nor his child acquired any interest in the land in dispute, and he could not take from them that which they never had under the Statute.

The decision as reported sets out the facts in the controversy at considerable length; referring to the decree of January 18, 1902, quieting the title in Esther J. Whitingers, the Court holds that such decree was in favor of the widow under whom appellees claim. It conferred no right upon appellant's wife, but was against her as to any then present title. It did not and could not change the Statute of Descents. The motion for a new trial was properly overruled.

Indiana Appellate 45 page 377.

The judgment in Marion Superior Court in this Cause is affirmed.



Deed Record
Lands
45 page 94
Aug. 8, 1905
Recorded
Aug. 9, 1905.

62.

Ella F. Shanton, and
Alvin C. Shanton, her husband,
Mary E. Harcourt, and
John Harcourt, her husband,
Rebecca J. Hessong, and
Thomas P. Hessong, her husband,
Cora E. Hessong, and
Frank Hessong, (signature,
Frank E. Hessong), her husband,
to

Quit Claim Deed

Fannie F. Johnson,
The following realty in Marion County, Indiana,
being a part of the South West part of Section 35,
Township 17 North, Range 3 East, and described as
follows:

Beginning at a stone at the north west corner
of the South West Quarter of Section 35, Township
17 North, Range 3 East; thence south along the
west line of said Section, 943.50 feet to the
center of a road; thence north 83° 25' east along
the center of said road 1428.50 feet to a point;
thence south 88° 15' east along said center 423
feet; thence south 82° 24' east along said center
320 feet; thence south 75° 9' east along said center
728.30 feet to White River, (the last described
course is the center line of the bridge extended
West); thence in a northeasterly direction along
the bank of White River to the middle dividing
line of the Section; thence south 89° 16' west
along said middle dividing line 3426.80 feet to the
place of beginning, containing 60.66 acres, more or
less.

Also 11 acres off of the south end of the East
half of the North West Quarter of said Section 35,
Township and Range aforesaid, the same being 22
rods, in width and 80 rods in length, and contain-
ing 11 acres.

The grantors derived their title to the above
described real estate as follows, to-wit:-

Lorenzo Van Scyoc died intestate in Marion
County, State of Indiana, on the 2nd day of Sept.
1876, the owner in fee simple of the above des-
cribed real estate and other real estate, and leav-
ing surviving him as his sole and only heirs at
law, his wife, Esther J. Van Scyoc, his second
childless wife, and child Almira Mustard, formerly
Van Scyoc, 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. Van Scyoc in fee simple for and during her
natural life, in full of her interest in the es-
tate of said Lorenzo Van Scyoc, deceased.

That afterwards said Esther J. Van Scyoc in-
termarried with one 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 Van Scyoc



(Over)

intermarried with one Henry Whiting
and that afterwards, to-wit: on the 29th day of
March 1905, said Esther J. Whiting, formerly
Hahn, formerly Van Scyoc, died leaving surviving
her according to law, as her forced heirs by
virtue of being the surviving second childless
wife of said Lorenzo Van Scyoc, deceased, the
following named persons, to-wit: The grantee
herein said Fannie F. Johnson, formerly Mustard,
and the grantors herein, said Ella F. Shanton,
formerly Mustard; said Mary E. Harcourt, formerly
Mustard; said Rebecca J. Hessong, formerly
Mustard; and said Cora E. Hessong, formerly
Mustard; said Fannie F. Johnson and Ella F.
Shanton, Mary E. Harcourt, Rebecca J. Hessong,
and Cora E. Hessong, being all children and the
only living descendants of said Almira Mustard,
formerly Van Scyoc, who died on the 9th day of
June 1900, and the only living descendants of said
Lorenzo Van Scyoc, deceased, who were living at
the time of the death of said Esther J. Whiting,
formerly Hahn, formerly Van Scyoc.

Plat Book
16 page 99
April 23, 1912
Recorded
June 20, 1912.

63.

Meridian Hills

Plat.

An Addition to the city of Indianapolis,
being a Subdivision of the East half of the North
West Quarter of Section 35, Township 17 North,
Range 3 East, except 11 acres off of the south
end, together with a dedication of a strip of land
100 feet in width for Meridian Street from the
south line of the above described tract of land
in the north west and in the south west 1/4 of
said Section 35, to the Road along the South
line of the land of Fannie F. Johnson, all in
Marion County, State of Indiana.

Meridian Street hereby dedicated to the public
is more particularly described as a strip of land
100 ft. in width lying 50 ft. on either side of
the following center line, to-wit:

Beginning at a point on the north line of said
Section 35, T. 17 N. R. 3 E., 673.32 feet west of
the north east corner of the North West 1/4 of
said Section; thence in a southerly direction
along the center line of the East 1/2 of the North
West 1/4 of said Section a distance of 2199.10
ft. to a point; thence curving to the left along
the arc of a circle having a radius of 546.40 ft.
a distance of 611.10 ft. to a point; thence along
a line tangent to said curve at the last named
point a distance of 137.4 ft. to a point; thence
curving to the right along the arc of a circle,



(Over)

having a radius of 150 ft. a distance of 220.90 ft. to a point; thence on a line tangent to said curve at the last named point a distance of 640. ft. to the north line of the road along the south line of the land of Fannie F. Johnson.

This Subdivision and dedication is made subject to limitations and restrictions which are hereby imposed upon each and every part and parcel of said real estate, and which shall run with the land and be in full force and effect for the period of 20 years from the date of filing of this plat for record enumerated as follows:

RESTRICTIONS:

1. No building or structure other than fences shall be erected within 50 ft. of the property line of any street having an East and West direction, as shown by this plat, or that may be hereafter opened with an East and West direction through said real estate, nor within 100 ft. of the property line of Meridian Street, nor within 50 ft. of the property lines of Illinois Street or Pennsylvania Street, nor shall any barn, stable, detached garage, or other out building be erected within 100 ft. of the property lines of Illinois and Pennsylvania Street, no dwelling shall be erected to face upon said East and West Streets, no structure facing Meridian Street, shall be used for other than dwelling purposes and no dwelling within 350 ft. of Meridian Street, shall be of less cost than \$6,000.00.
2. No malt, vinous or spirituous liquors shall be made or sold on any part of said real estate.
3. The use of the roadway of Meridian Street shall be limited to pleasure vehicles and no heavy hauling permitted thereon, except for purpose of delivery to residences facing Meridian Street, and then only from and to the nearest cross street.

The above restrictions shall be enforceable by an owner of any part or parcel of said real estate by injunction and any use not in conformity therewith may be so restrained, and the removal caused of any structure not conforming thereto and any judgment for costs obtained through legal



(Over)

action for the enforcement thereof shall carry with it attorneys' fees, which shall attach to and lie against such of said real estate as may be owned by the defendant.

Fannie F. Johnson and Walter S. Johnson, her husband, join in this plat for the purpose of dedicating such part of Meridian Street as extends southward from the south line of the real estate of the Investors Realty Company, and said Johnsons do hereby adopt as their own act, and do declare, ratify and confirm so much of said restrictions as apply to, and affect the use of, that part of Meridian Street, which extends through the real estate of said Fannie F. Johnson, as set out in Section 3.

The Streets shown on this Plat are hereby dedicated to the public, subject to the above restrictions, 66th Street is to revert to Lot 22, when a public street is dedicated on or near the south line of said North West 1/4 of Section 35.

The lots are numbered from 1 to 22 inclusive, the dimensions of the same and the width of streets are shown herein in feet and decimals.

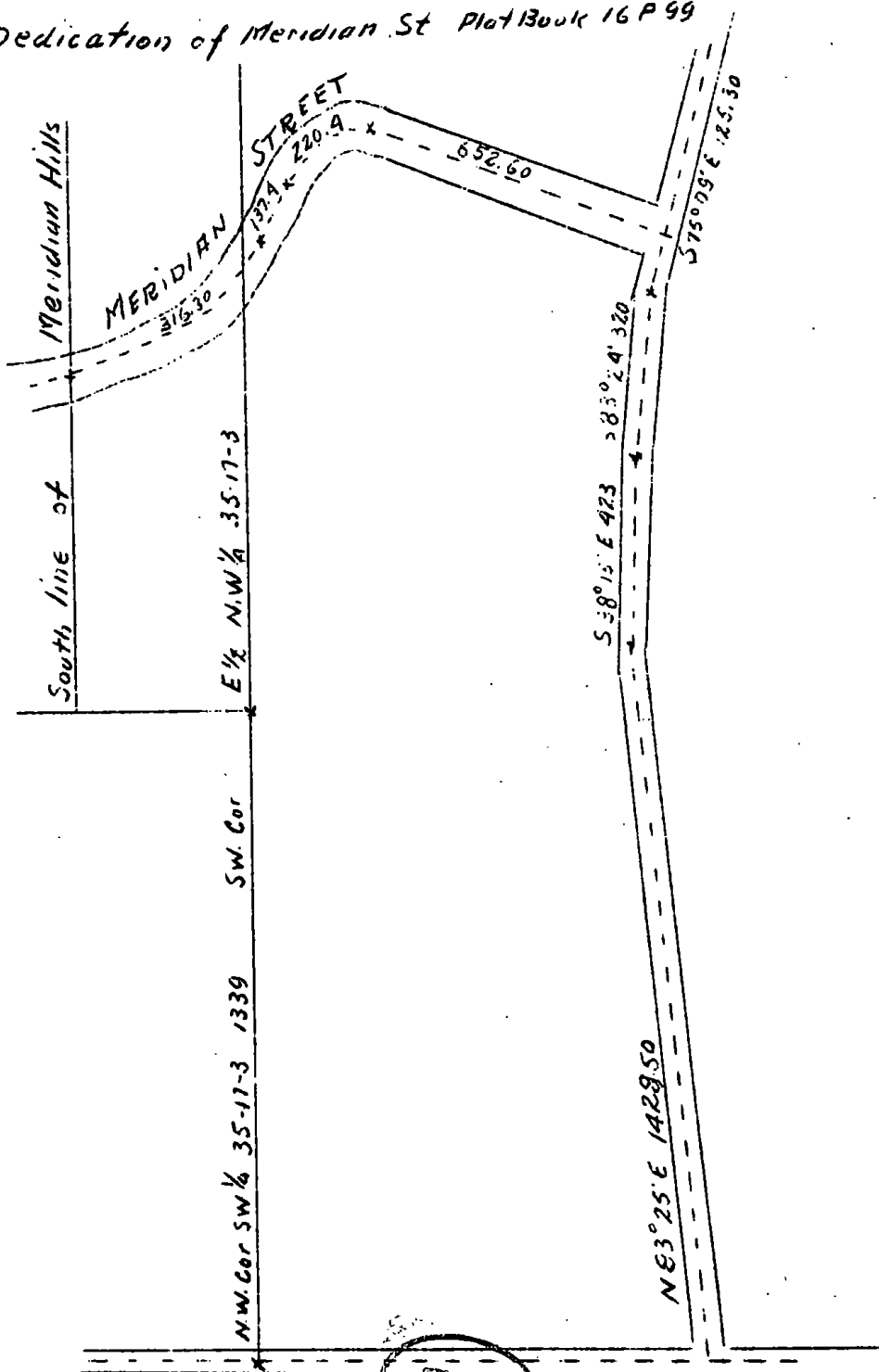
This Subdivision shall be known and designated as "MERIDIAN HILLS."

Investors Realty Company of
Indianapolis, Indiana, (--)
by, Howard M. Stanton, President,
attest: David F. Smith, Secretary.
Fannie F. Johnson, and
Walter S. Johnson, her husband,

Approved April 24, 1912, by the
BOARD OF PUBLIC WORKS of the City of Indianapolis.



Dedication of Meridian St Plat Book 16 P 99



Misc. Record
61 page 564
Jan. 8, 1910
Recorded
Jan. 12, 1910.

64.

Investors Realty Company, Articles.

The plan of doing business of the Investors Realty Company of Indianapolis, Indiana, a corporation organized under and by virtue of the laws of the State of Indiana, is that it will invest its funds by buying, holding and selling State, County, Municipal and all other bonds, buying and selling promissory notes, bills of exchange, accounts, choses in action, fees and all other evidences of indebtedness and by buying real estate and personal property in connection therewith, holding such property and selling the same for pecuniary profit. It will also borrow and loan money if necessary in its business. Its method of investment and sale will be that pursued ordinarily in the course of business in buying and selling such kinds of property.

Article I. The corporate name of this Association shall be, the Investors Realty Company.

Article II. The amount of the capital stock of this corporation shall be \$100,000.00, divided into one thousand shares of the par value of \$100.00 each, payable at the rate of 1% per month.

Article III. The objects and purpose of this Corporation shall be to buy and sell real estate, State, County, Municipal and all other bonds, borrow and loan money, buy and sell promissory notes, bills of exchange, accounts, choses in action, fees and other evidence of indebtedness and to buy, hold and sell real estate and personal property in connection therewith.

Article IV. (Gives name and place of residence of each incorporating member).

Article V. The principal place of business of this Corporation shall be Indianapolis, Marion County, Indiana.

Article VI. The term of the existence of this corporation shall be fifty years.

Article VII. (Description of seal of said Company).

Article VIII. The business and prudential affairs of this corporation shall be managed by a Board of five Directors, who shall be elected by ballot at the annual meeting of the stockholders of the corporation.

Article IX. The number of Directors who shall manage the business and prudential concerns of this corporation shall be five, and they shall hold office until the first annual meeting of the stockholders of the corporation or until their successors are elected and qualified.

(Names directors for first year).



Misc. Record
73 page 580
Oct. 21, 1912
Recorded
Oct. 22, 1912.
65.

Investors Realty Company Amended Articles

Certified copy by L. G. Ellingham, Secretary of State, of the action of said Company, increasing its capital stock of \$100,000.00 to \$500,000.00, this being an increase of \$300,000.00 in common stock, and \$100,000.00 in preferred stock.

Misc. Record
66 page 16
Jan. 18, 1911
Recorded
Jan. 19, 1911.
66.

A. M. Stewart Realty Company, Articles,

A Corporation pursuant to the Statutes of the State of Indiana, providing for the organization of Voluntary Association.

1. The name shall be: A. M. Stewart Realty Company.
2. The capital stock shall be \$100,000.00, divided into 1,000 shares of \$100.00 each.
3. The object of this association shall be, the buying, holding and selling real estate and leasing the same and collecting rents and soliciting and writing insurance in the usual manner in which such business is conducted. Such Association shall have the power to purchase farm lands as well as other kinds of real estate and improve the same by erecting buildings thereon and making any other kinds of improvements.
It shall be one of the objects incidental to the conducting of the real estate business to erect buildings and improvements upon the real estate of the corporation for the purpose of deriving an income therefrom, and for the purpose of making said real estate more salable. It shall also, be one of the objects of said corporation, to lease any of the real estate belonging to said corporation, for any period of time it may choose.
4. The incorporating members are: Alexander M. Stewart, William E. Ludlow, Henry P. Ross.
5. The principal place of business shall be in Indianapolis, Marion County and State of Indiana, but operations may be carried on in any other county of the State of Indiana, and the said corporation may buy, sell and lease real estate situated anywhere in the United States.
6. The term of existence shall be fifty years.
7. (Description of the corporate seal).
8. The Directors shall be elected by the stockholders at their annual meeting. The Directors shall select the officers.
9. The Directors for the first year are: Alexander M. Stewart, William E. Ludlow, Henry P. Ross.



Deed record
Town Lots
496 page 252
June 15, 1912
Recorded
June 20, 1912.

67.

The Investors Realty
Company, (corp seal),
a corporation under the laws
of the State of Indiana,
by, Howard M. Stanton, President,
Attest: David F. Smith, Secretary,

Warranty Deed

to
A. M. Stewart Realty Company,
(With other realty).

Lots 1 to 22, both inclusive of "Meridian
Hills," according to the plat of said Meridian
Hills, executed by said Investors Realty Company,
Fannie F. Johnson and Walter S. Johnson, on April
23, 1912, approved by the Board of Public Works
of the city of Indianapolis, April 24th, 1912,
said Meridian Hills being a Subdivision of part
of the East half of the North West Quarter of
Section 35, Township 17 North, Range 3 East.
(Describing same at length).

This conveyance is made subject to taxes for
the year 1912, which will become payable in 1913.

Deed Record
Town Lots
507 page 495
March 12, 1913
Recorded
March 13, 1913.

68.

A. M. Stewart Realty
Company, (corp seal).
a Corporation,
by, A. M. Stewart, President,
H. P. Ross, Secretary,
to

Warranty Deed

Albert S. Pierson,

Lots 11 and 13 in Meridian Hills, an Addition
to the city of Indianapolis, as per Plat Book 16
page 99, according to the records in the Recorders
office in said Marion County, Indiana.

Subject to certain restrictions. (set forth
at length in the Records).

Misc. Record
81 page 285
May 16, 1914
Recorded
May 18, 1914.

69.

A. M. Stewart Realty
Company, (corp seal)
by, A. M. Stewart, President,
Attest: Henry P. Ross, Secretary,
with

Agreement,

Albert S. Pierson, and
Lucile I. Pierson, his wife,

This instrument refers to the Plat of Meridian
Hills by the Investors Realty Company, and to the
"restrictions" set forth on the record of said
plat in Plat Book 16 page 99, and sets out
Restriction No. 1 in full.



(Over)

These parties, being owners of all the realty in said plat of Meridian Hills agree that said restriction shall hereafter be null and void, and they agree upon a new restriction to take the place of the former provision, same to run with the land and be in full force and effect for 20 years from June 30th, 1912.

The new restriction is as follows:

No building or structure other than fences shall be erected within 100 feet of the property line of Meridian Street nor within 50 feet of the property line of Illinois Street or Pennsylvania Street and no dwelling shall be erected to face upon any east and west street through said real estate as shown by said Plat of Meridian Hills or that may be hereafter opened with said east and west directions through said real estate and no dwelling, fronting on Meridian Street shall be of less cost than \$6,000.00.

Deed Record
Town Lots
537 page 203
Nov. 25, 1914
Recorded
Dec. 9, 1914.

70.

Walter S. Johnson, and
Fannie F. Johnson, his wife,
to
A. M. Stewart Realty Company, and
Albert S. Pierson,

Quit Claim Deed

Lots 1 to 22 both inclusive, in Meridian Hills, an Addition to the city of Indianapolis, Marion County, Indiana, according to the plat of said Addition as shown by the records in the office of the Recorder of said Marion County.

The object and purpose of this Quit Claim Deed is to release the above described lands and the respective owners thereof, of any and all claims, liens, restrictions or incumbrances created by virtue of the execution of the plat of said Meridian Hills Addition, dated April 23, 1912, and recorded June 30th, 1912, in Plat Book 16 at page 99 of the records of the Recorder of said Marion County.

Deed Record
Lands
60 page 231
Nov. 25, 1914.
Recorded
Nov. 27, 1914.

71.

A. M. Stewart Realty
Company, (corp seal), a Corpora-
tion, by, Alexander M. Stewart,
President,
Attest: Henry P. Ross, Secretary,
Albert S. Pierson, and
Lucile I. Pierson, his wife,
Investors Realty Company, (corp seal)
a Corporation,
By, Howard M. Stanton, President,
Attest: David F. Smith, Secretary,
to
Fannie F. Johnson,

Quit Claim Deed



(Over)

11 acres off of the south side of the East half of the North West Quarter of Section 35, Township 17 North, of Range 3 East, being 80 rods in length and 22 rods in width;

Also the north half of the South West Quarter of said Section 35, Township 17 North, of Range 3 East, excepting and reserving however, from the above real estate, the following, to-wit:

Meridian Street running through said above described tracts, which street is described in Plat of Meridian Hills, Plat Book 16 page 99 of the Recorder's Office of said Marion County, Indiana, as follows:

A strip of land 100 feet in width lying 50 feet on either side of the following center line namely: Beginning at a point on the north line of said Section 35, Township 17 North, of Range 3 East, 673.32 feet west of the north east corner of the north west Quarter of said Section; thence in a southerly direction along the center line of the east half of the North West Quarter of said Section a distance of 2199.10 feet to a point; thence curving to the left along the arc of a circle having a radius of 546.40 feet a distance of 611.10 feet to a point; thence along a line tangent to said curve at the last named point a distance of 137.4 feet to a point; thence curving to the right along the arc of a circle having a radius of 150 feet a distance of 220.80 feet to a point; then in a line tangent to said curve at the last named point a distance of 640 feet to the north line of the road along the south line of the land of Fannie Johnson, grantee herein, which line is known as 64th Street.

It was the original intent of the signors of the Meridian Hills Plat to place no building restrictions on said real estate and this deed is executed for the purpose of construing that plat as to that matter.

The said A. M. Stewart Realty Company and Albert S. Pierson are the sole and entire owners of all of the lots of Meridian Hills, and join in this conveyance to express their understanding and consent as to construction of restriction mentioned in said plat in so far as they effected land other than Meridian Hills proper, none of which restrictions affect the lands of said Fannie F. Johnson, except restriction three (3), which it is understood merely affects the use of said strip hereinabove excepted, known as Meridian Street.

The investor's Realty Company joins in this conveyance for the reason that it platted said real estate known as Meridian Hills, though it has since conveyed to the A. M. Stewart Realty Company, one of the grantors herein all of the interest in and to said real estate.

Misc. Record
84 page 26
Nov. 25, 1914
Recorded
Nov. 27, 1914.

72.

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

Affidavit,

Affiants say; that they are husband and wife, that the said Fannie F. Johnson is the owner in fee simple of the following real estate in Marion County, Indiana, to-wit:

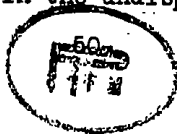
Part of Section 35, Township 17 North, of Range 3 East, more particularly described as follows:

Commencing on the east side of Meridian Street at the south west corner of Lot No. 21 of Meridian Hills, as recorded in Plat Book 16 page 99 of the Recorder's Office of said County; thence east on the south line of said Lot 21, and on the extension of said south line of said Lot 21, a distance of 582.83 feet to a point 8 feet east of the south east corner of said Lot 21; thence in a southeasterly direction curving to the left, along the arc of a circle having for its radius 380 feet for a distance of 253.47 feet; thence tangent to this curve, south 48° 51' east 215.5 feet to the south line of the north east Quarter of said Section 35, at a point 267.10 feet east of the south west corner of said Quarter Section; thence continuing on this last mentioned line extended south 48° 51' east for a distance of 403 feet to the west side of White River; thence in a southerly direction along the west side of White River and following the meanderings thereof, to the center of 64th Street at the west end of the bridge over White River; thence in a westerly direction along the center of said 64th Street, 553 feet to the east side of Meridian Street, as shown on the above mentioned plat of Meridian Hills; thence in a northerly and northwesterly direction along the east line of Meridian Street to the place of beginning, containing Nineteen acres.

That affiant has not sold, mortgaged or otherwise disposed of said real estate within the past 60 days; that there is no suit pending or judgment taken in any court, local or Federal, to affect the title to said real estate or the right of affiants to convey the same; that said real estate is free of any and all mortgages, liens or other encumbrances, save and except the taxes of 1914, payable in 1915.

Affiants further say that said real estate has been owned in fee simple, since 1836, by her grandfather, Lorenzo Vanscyoc, his heirs and the forced heirs of his second childless wife, Esther J. Whiting, against which title there was never at any time, within the past twenty-five years and more, been asserted any adverse claim thereto by any person, firm or corporation, and such heirs have been in the undisputed possession, ownership

(Over)



and control of said real estate for more than twenty-five years immediately last past, except for the short time that a part thereof was owned and possessed by Albert B. Carter, and by him conveyed to Will H. Latta, from whom it again passed to this affiant, granddaughter of said Lorenzo Vanscyoc, as disclosed by Abstract of Title to said real estate.

Affiants further say that the restrictions set forth in the plat of said real estate Vol. 16 page 99 of the record of Plats of the Recorder's Office of said County and State, do not apply and were not intended to apply to any of the real estate above described, but these affiants joined in said plat for the sole purpose of dedicating Meridian Street to the public, and that the above real estate is free of any such restrictions; that this affidavit is made to furnish additional evidence of title, supplemental to Abstract of Title, to said real estate, to induce the purchase of said real estate and the payment of the purchase price therefor by Eugene H. Darrach.

Further affiants saith not.

Fannie F. Johnson, and
Walter S. Johnson.

(NOTE: The description of lands in the foregoing affidavit includes no portion of the premises embraced in this Abstract; the affidavit is here shown for the reason that the title to some lands described in said Affidavit and the title to the lands embraced in this Abstract were identical down to the year 1905).

73.

Fannie F. Johnson died intestate August 19, 1916.

PROBATE COURT OF MARION COUNTY.

Appearance Docket
of Estates
49 page 14720.

Fannie F. Johnson, Estate.

October 2, 1916. Bond filed and letters granted to Walter S. Johnson, Administrator.

Order Book 40 page 533.

October 27, 1916. Proof of publication of appointment filed.

March 25, 1918. Final report filed.

April 6, 1918. Proof of publication of final notice filed.

April 20, 1918. Proof of posting final notice filed; final report approved, and the Administrator discharged.

Order Book 45 page 377.

74.

(Over)

In the entry on the final report, the court finds that all of decedent's debts have been paid and discharged and that said decedent left surviving the following and only heirs: Walter S. Johnson, husband, Harold R. Johnson and Alma Johnson, children of said decedent.

That all debts and liabilities of said estate have been paid. That said decedent died the owner of the following described real estate in Marion County, Indiana;

The northeast quarter of section 17, township 17 north, Range 3 east, and 61.66 acres being a part of the southwest 1/4 of the northwest 1/4 and the north east 1/4 all in Section 35, township 17 north, range 3 east. That the title to said real estate is now vested in the above named heirs in proportions fixed by statute; 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.

75.

Harold R. Johnson died intestate September 25, 1918.

PROBATE COURT OF MARION COUNTY.

Estate Docket
114 page 40523

Harold R. Johnson

Estate

75 1/2

October 8, 1939. Petition filed to determine inheritance tax without issuing letters of Administration, and referred to Inheritance Tax Appraiser, for investigation. Inheritance Tax Appraiser files report, stating that said estate is not subject to the payment of Inheritance Tax.

Schedule of property filed in determining inheritance tax lists 1/3 interest in the northeast 1/4 of section 17, township 17 north, of range 3 east, and 1/3 interest in part of the southwest 1/4, and part of the northwest 1/4 of section 35, township 17 north, range 3 east, as described in Item 87 of this abstract; abstracted and shows the gross value of the estate to be \$22,500.00.

Petition recites that said decedent left surviving him as his sole and only heirs at law, his father, Walter S. Johnson and his sister Alma Johnson (now Alma Johnson McGoldrick.)

Misc. Record
105 page 131
Mar. 21, 1919
Recorded
Mar. 21, 1919

76.

Walter S. Johnson

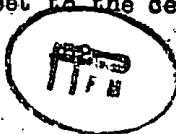
Affidavit

Affiant says that he is the father of Harold R. Johnson. That said Harold R. Johnson died September 25th, 1918, that he was the owner at the time of his death of an undivided 1/3 interest in the following described real estate in Marion County, Indiana, to-wit:

The northeast 1/4 of section 17, in township 17 north, of range 3 east of the Second Principal Meridian, in Marion County, Indiana.

Part of the southwest 1/4 and part of the north west 1/4 of section 35, township 17 north, range 3 east, Marion County, State of Indiana, described as follows:

Beginning at the north west corner of the south west quarter of said section; thence south along the west line thereof 943.50 feet to the center of a road; thence



(Over)

25 minutes east along the center of said road 1428.50 feet to a point; thence south 88° 15 minutes east along said center 423 feet; thence south 82° 24 minutes east along the said center 320 feet; thence south 75° 9 minutes east along said center 125.30 feet to the center line of Meridian Street as dedicated in the plat of Meridian Hills recorded in Plat Book 16 page 99 of Marion County Recorder's Office; thence in a northeasterly direction along the center line of Meridian Street 652.60 feet; thence curving to the left along the arc of a circle having for its radius 150 feet for a distance of 220.90 feet; thence in a northwesterly direction tangent to this curve 137.40 feet; thence curving to the right along the arc of a circle having for its radius 546.40 feet for a distance of 516.30 feet to the south line of Plat of Meridian Hills as aforesaid; thence west along the south line of said Addition 677.20 feet to the west line of the east half of the North West Quarter of said Section 35; thence south along the last mentioned line 363.20 feet to the south east corner of the west half of the north west Quarter of said Section 35; thence west along the south line of said half Quarter Section 1339 feet to the place of beginning; that said Harold R. Johnson died unmarried and intestate. That he left no child or children nor the descendants of any child or children him surviving. That his only heirs were this affiant, his father, Walter S. Johnson, and his sister Alma Johnson. That he left no indebtedness whatever and that his funeral expenses have been fully paid.

Walter S. Johnson.

PROBATE COURT OF MARION COUNTY.

Guardian's Doc.
14 page 248.

Alma Johnson, aged 18 years, Guardianship,

77.

January 29, 1917. Bond filed and letters of guardianship issued to Walter S. Johnson as Guardian.

Order Book 43 page 527.

March 17, 1919. Walter S. Johnson files report and resignation as Guardian. Report approved and resignation accepted. The Court appoints John Harcourt as Guardian.

Order Book 56 page 110.

March 17, 1919. John Harcourt files bond. Bond is approved and letters of Guardianship issued to him.

Order Book 56 page 110.



PROBATE COURT OF MARION COUNTY.

Guardian's Doc.
14 page 248.

IN THE MATTER OF THE GUARDIANSHIP OF:
ALMA JOHNSON, minor.

78.

March 17, 1919. Comes John Harcourt and files petition, verified by his oath, showing to the Court that he is the duly appointed and acting Guardian of Alma Johnson, a minor; that no personal property belonging to his said ward has come into his hands or knowledge; that his said ward has no personal estate depending upon the settlement of any estate or the execution of any trust; that his said ward is the owner of real estate and the rental value thereof is on or about the sum of \$350.00 that this Guardian has received no rent whatever from said real estate; that his said ward is the owner of the following described real estate in Marion County, Indiana, to-wit:-

An undivided one-half interest in:

The North East Quarter of Section 17 in Township 17 North, of Range 3 East of the Second Principal Meridian in Marion County, Indiana, and

An undivided one-half interest in:

Part of the South West Quarter, and part of the North West Quarter of Section 35, Township 17 North, Range 3 East, Marion County, State of Indiana, described as follows:

Beginning at the north west corner of the South West Quarter of said Section; thence south along the west line thereof 943.50 feet to the center of a road; thence (assuming the west line of said Quarter Section to be north and south), north 83° 26 minutes east along the center of said road 1428.50 feet to a point; thence south 88° 15 minutes east along said center 423 feet; thence south 82° 24 minutes east along the said center 320 feet; thence south 75° 9 minutes east along said center 125.30 feet to the center line of Meridian Street as dedicated in the plat of Meridian Hills, recorded in Plat Book 16 page 99, Marion County Recorder's Office; thence in a northeasterly direction along the center line of Meridian Street 652.60 feet; thence curving to the left along the arc of the circle having for its radius 150 feet for a distance of 220.90 feet; thence in a northwesterly direction tangent to this curve 137.40 feet; thence curving to the right along the arc of a circle having for its radius 546.40 feet for a distance of 516.30 feet to the south line of plat of Meridian Hills as aforesaid; thence west along the south line of said Addition 677.20 feet to the west line of the east half of the North West Quarter of said Section 35; thence south along the last mentioned line 363.20 feet to the south east corner of the west half of the North West Quarter of said Section



(Over)

35; thence west along the south line of said half Quarter Section 1339 feet to the place of beginning, that said ward's real estate is an undivided interest in property that is very valuable but the rental income therefrom is very small. That his said ward is now living with her father, Walter S. Johnson. That said ward has no indebtedness whatever of any kind. That he proposes to sell said real estate and re-invest the proceeds of the sale for a home for his said ward where she will own the entire fee therein and will not hold an undivided interest; that he believes it is to the advantage and interest of said ward that said real estate be sold and the proceeds thereof reinvested in other real estate, to-wit: farm lands where she will own the entire fee and where she can use the same for a home and receive the income therefrom.

Wherefore this Guardian prays the court for an order authoring and directing him to sell all of said real estate to the highest and best bidder and under the order of this Court.

March 17, 1919. The Court being satisfied of the propriety of selling said realty, enters decree that same ought to be sold. The Court appoints Joseph Young and Carl D. Spencer to appraise said realty.

Said appraisers are sworn; they file report, valuing the undivided half interest in the two parcels described by metes and bounds in the petition at \$33,000.00. The guardian files bond in the sum of \$66,000.00, which is approved by the Court.

Order Book 56 page 112.

March 17, 1919. The Court having examined the bond of the Guardian orders that same be approved. The Court further finds that the allegations in the petition to sell real estate are true; that it is to the interest of said trust that said real estate described in the petition be sold and that it is to the interest of said ward that said real estate be sold and the Guardian be ordered to sell same at private sale to the highest bidder for cash, after notice given as hereinafter ordered.

It is therefore ordered, adjudged and decreed by the Court that the Guardian be and he is hereby ordered and directed to sell the real estate of his said ward described in the petition herein filed (describing said realty at length), that the same be sold by him at private sale to the highest and best bidder for cash, for not less than the appraised value thereof, and that before selling the same the said Guardian give notice thereof, by one publication in the Indianapolis News, at least three days before the date set for sale, giving time, terms and place of sale. If sale be



(Over)

not made on said day, the sale shall be continued from day to day until said realty is sold; sale to be subject to the approval of the Court and the Guardian shall make due report thereof.

Order Book 54 page 146.

March 21, 1919. The Guardian files copy of notice of sale, with affidavit of Frank T. Carroll, that he is Advertising Manager of The Indianapolis News, and that the notice, copy of which is shown, was published in said paper for one day, on the 18th day of March 1919.

March 21, 1919. The Guardian files report, verified by his oath, showing that in pursuance with the order of this Court he offered for sale at private sale on March 21, 1919, at 10 o'clock A. M., at the office of Means & Buenting, Rooms 519 to 522 State Life Building, Indianapolis, the realty so ordered sold, to the highest bidder, for cash, for not less than the appraised value thereof. That previous to said date he had in accordance with the order of this Court given notice of his intention to sell the same by one publication in the Indianapolis News, a newspaper, printed and published in the English language in Marion County, Indiana, and of general circulation there; that said notice was given as ordered and directed by this Court by one publication on March 19, 1919, which was more than three days before the date of sale.

He further shows the Court that he did at the time and place mentioned in said notice offer said realty for sale and one Walter S. Johnson bid therefor \$33,000.00, being the full appraised value of said realty; he sold said realty to said Walter S. Johnson, he being the highest and best bidder; said purchaser has paid to the Guardian said sum in cash, which he brings into Court; said Guardian has executed deed to said purchaser which he brings into Court; he asks approval and confirmation of his acts.

The Court finds that all the allegations in said report contained are true; that said Guardian did in compliance with the order of this Court give due notice of the time, terms and place of sale and made such sale as reported; it is decreed by the Court that said sale be in all things confirmed and approved; the deed to the purchaser is in all things confirmed and approved and ordered delivered. It is ordered that the title of said real estate shall be vested and is hereby vested in said purchaser.

Order Book 56 page 150.



Deed Record
Lands
67 page 367
March 21, 1919
Recorded
March 21, 1919.

79.

John Harcourt, Guardian of
Alma Johnson, as such
Guardian by order of the
Probate Court of Marion
County, Indiana, entered in
Order Book 56 page -,
to

Guardian's Deed

Walter S. Johnson,

An undivided one-half interest in the North East Quarter of Section 17 in Township 17 North, of Range 3 East of the Second Principal Meridian in Marion County, Indiana, and

An undivided one-half interest in part of the South West Quarter and part of the North West Quarter of Section 35, Township 17 North, Range 3 East, Marion County, State of Indiana, described as follows:

Beginning at the north west corner of the South West Quarter of said Section; thence south along the west line thereof 943.50 feet to the center of a road; thence (assuming the west line of said Quarter Section to be north and south) North 83° 25 minutes east along the center of said road 1428.50 feet to a point; thence south 88° 15 minutes east along said center 423 feet; thence south 82° 24 minutes east along the said center 320 feet; thence south 75° 9 minutes east along said center 125.30 feet to the center line of Meridian Street as dedicated in the plat of Meridian Hills, recorded in Plat Book 16 page 99 Marion County Recorder's Office; thence in a northeasterly direction along the center line of Meridian Street 652.60 feet; thence curving to the left along the arc of the circle, having for its radius 150 feet for a distance of 220.90 feet; thence in a northwesterly direction tangent to this curve 137.40 feet; thence curving to the right along the arc of a circle having for its radius 546.40 feet for a distance of 516.30 feet to the south line of Plat of Meridian Hills as aforesaid; thence west along the south line of said Addition 677.20 feet to the west line of the east half of the North West Quarter of said Section 35; thence south along the last mentioned line 363.20 feet to the south east corner of the west half of the North West Quarter of said Section 35; thence west along the south line of said half Quarter Section 1339 feet to the place of beginning.

Subject to the taxes for the years 1919.

Examined and approved in open court this 21 day of March, 1919.

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



Deed Record
Lands
74 page 86
Aug. 2, 1921
Recorded
Jan. 13, 1923.

80.

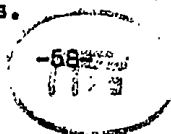
Walter S. Johnson, and
Blanche L. Johnson, his wife,
to
Oscar Schmidt.

Warranty Deed

A parcel of ground in Section No. 35 in Township 17 North, of Range 3 East of the Second Principal Meridian being portions of the South East Quarter of the North West Quarter and of the North half of the South West Quarter of said Section, and such parcel being more particularly described as follows: (subject however to all legal highways or rights of way), to-wit:

Beginning at the north west corner of the southwest Quarter of said Section 35 aforesaid; and running thence south along and with the west line of said Section 43.50 feet to the middle line of a road; thence (assuming the west line of said Quarter Section to run north and south); running north $83^{\circ} 25$ minutes east along and with the middle line of said road aforesaid 1428.50 feet to a point; thence south $88^{\circ} 15$ minutes east along and with the middle line of said road aforesaid 423 feet to a point; thence south $82^{\circ} 24$ minutes east along and with the middle line of said road aforesaid 320 feet to a point; thence south $75^{\circ} 9$ minutes east along and with the middle line of said road aforesaid 125.30 feet to a point which is in the middle line of Meridian Street as dedicated in the Plat of "Meridian Hills" which appears of record in office of the Recorder of Marion County, Indiana, in Plat Book 16 page 99 thereof; thence in a northeasterly direction along and with the middle line of said Meridian Street aforesaid, 652.60 feet to a point; thence curving to the left along and with the arc of a circle having for its radius 150 feet for the distance of 220.90 feet to a point; thence in a northwesterly direction tangent to the said circular arc aforesaid 137.40 feet to a point; thence curving to the right along and with the arc of a circle having for its radius 546.40 feet for the distance of 516.30 feet to a point in the south line of the plat of "Meridian Hills", above referred to; thence west along and with the south line of said plat aforesaid, 677.20 feet to a point in the west line of the east half of the North West Quarter of said Section 35 aforesaid; thence south along and with said line last mentioned, 363.20 feet to the south east corner of the west half of the north West Quarter of said Section 35 aforesaid; thence west along and with the south line of the West half of the North West Quarter Section aforesaid 1339 feet to the place of beginning.

Subject to a dedication of 50 feet off of the east side of said premises for a highway to be known as Meridian Street, as shown by the plat of Meridian Hills.



Deed Record
Lands
74 page 87
Jan. 9, 1923
Recorded
Jan. 13, 1923.

81.

Oscar Schmidt,
unmarried,
to
Security Trust Company,
Trustee,

Warranty Deed

A parcel of ground in Section 35, in Township 17 North, of Range 3 East of the Second Principal Meridian being portions of the South East Quarter of the North West Quarter and of the north half of the South West Quarter of said Section, and such parcel being more particularly described as follows: (subject however, to all legal highways or rights of way) to-wit:

Beginning at the north west corner of the South West Quarter of said Section 35 aforesaid, and running thence south along and with the west line of said Section 943.50 feet to the middle line of a road; thence (assuming the west line of said Quarter Section to run north and south) running north $83^{\circ} 25$ minutes east along and with the middle line of said road aforesaid 1428.50 feet to a point; thence south $88^{\circ} 15$ minutes east along and with the middle line of said road aforesaid 423 feet to a point; thence south $82^{\circ} 24$ minutes east along and with the middle line of said road aforesaid 320 feet to a point; thence south $75^{\circ} 9$ minutes east along and with the middle line of said road aforesaid 125.30 feet to a point which is in the middle line of Meridian Street as dedicated in the plat of "Meridian Hills" which appears of record in office of the Recorder of Marion County, Indiana, in Plat Book 16 at page 99 thereof; thence in a northeasterly direction along and with the middle line of said Meridian Street aforesaid 652.60 feet to a point; thence curving to the left, along and with the arc of a circle having for its radius 150 feet for the distance of 220.90 feet to a point; thence in a northwesterly direction tangent to the said circular arc aforesaid, 137.40 feet to a point; thence curving to the right along and with the arc of a circle, having for its radius 546.40 feet for the distance of 516.30 feet to a point in the south line of the plat of Meridian Hills above referred to; thence west along and with the south line of said plat aforesaid, 677.20 feet to a point in the west line of the east half of the North West Quarter of said Section 35 aforesaid; thence south along and with said line last mentioned 363.20 feet to the south east corner of the west half of the North west Quarter of said Section 35 aforesaid; thence west along and with the south line of the west half of the North West Quarter Section aforesaid 1339 feet to the place of beginning.

Subject to a dedication of 50 feet off of the east side of said premises for a highway to be known as Meridian Street, as shown by the Plat of Meridian Hills.



(Over)

With full power to said Security Trust Company, Trustee to convey all or any part of said real estate and to make all necessary deeds therefor, without any obligations on the part of any purchaser thereof to see to the application of the purchase price or any part thereof.

Misc. Record
153 page 73
Oct. 11, 1924
Recorded
Oct. 15, 1924.

82.

Oscar Schmidt

Affidavit.

Affiant says that he is the Oscar Schmidt, who was the grantor in a certain deed from Walter S. Johnson and Blanche L. Johnson, his wife, to a parcel of ground in Section 35 Township 17 North, Range 3 East of the Second Principal Meridian and being a portion of the South East Quarter of the North West 1/4 and of the North 1/2 of the South West 1/4 of said Section, said parcel of ground being more particularly described in said deed, which is dated August 2, 1921 and is of record in Land Record 74 at page 86 in the office of the Recorder of Marion County, Indiana, which said real estate was afterwards subdivided and became known as Lots 1 to 50 in Wellington Estates, an Addition to the city of Indianapolis, as appears by Plat Book 20 page 12 in the office of the Recorder of Marion County, Indiana, that portion of said real estate lying West of Illinois Street having been subsequently vacated and re-platted Wellington Park Heights Subdivision, which is of record in Plat Book 21 page 15 of the Marion County Recorder's Office.

And affiant says that on the 9th day of January 1923, by deed of record in Land Record 74 at page 87 of the Marion County Recorder's Office, he conveyed the legal title to the above described real estate to Security Trust Company, Trustee.

That by said conveyance it was the intent and purpose to invest the Wellington Estates Realty Company, a corporation with the equitable title of said real estate; that said Security Trust Company Trustee, holds said real estate for the use and benefit of said Wellington Estates Realty Company with the powers and duties on the part of said Trustee, set forth in the deed of conveyance from this affiant to said Security Trust Company, Trustee hereinbefore mentioned.

And affiant further says that he has no further interest in said real estate. That this affiant makes this affidavit for the purpose of showing more definitely than is disclosed by the Abstracts of Title to Lots in Wellington Estates, an Addition to the city of Indianapolis, and to Wellington Heights, which is a Subdivision of part of Welling-



(Over)

ton Estates Subdivision as originally platted, how the equitable title of the above described real estate became vested in said Wellington Estates Realty Company.

And further affiant saith not.
Oscar Schmidt.

Misc. Record
134 page 16
Jan. 9, 1923
Recorded
Jan. 9, 1923.

83.

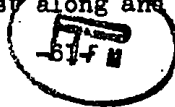
Wellington Estates Realty
Company.

Articles

The business to be done by the corporation shall be to acquire and own the equitable title in and to the following described real estate in the city of Indianapolis, County of Marion and State of Indiana, to-wit:-

A parcel of ground in Section 35 in Township 17 North, of Range 3 East of the Second Principal Meridian, being portions of the South East Quarter of the North West Quarter and of the north half of the South West Quarter of said Section, and such parcel being more particularly described as follows: (subject however to all legal highways or rights of way), to-wit:

Beginning at the north west corner of the South West Quarter of said Section 35 aforesaid; and running thence south along and with the west line of said Section 943.50 feet to the middle line of a road; thence (assuming the west line of said Quarter Section to run north and south) running north $83^{\circ} 25$ minutes east along and with the middle line of said road aforesaid, 1428.50 feet to a point; thence south $88^{\circ} 15$ minutes east along and with the middle line of said road aforesaid 423 feet to a point; thence south $82^{\circ} 24$ minutes east along and with the middle line of said road aforesaid 320 feet to a point; thence south $75^{\circ} 9$ minutes east along and with the middle line of said road aforesaid, 125.30 feet to a point which is in the middle line of Meridian Street as dedicated in the plat of "Meridian Hills" which appears of record in office of the Recorder of Marion County, Indiana, in plat Book 16 at page 99 thereof; thence in a northeasterly direction along and with the middle line of said Meridian Street aforesaid 652.60 feet to a point; thence curving to the left along and with the arc of a circle having for its radius 150 feet for the distance of 220.90 feet to a point; thence in a northwesterly direction tangent to the said circular arc aforesaid 137.40 feet to a point; thence curving to the right along and with the arc of a circle, having for its radius 546.40 feet for the distance of 516.30 feet to a point in the south line of the plat of "Meridian Hills" above referred to; thence west along and with the south line of sai



(Over)

plat aforesaid, 677.20 feet to a point in the west line of the east half of the North West Quarter of said Section 35 aforesaid; thence south along and with said line last mentioned, 363.20 feet to the south east corner of the West half of the North West Quarter of said Section 35 aforesaid; thence west along and with the south line of the west half of the North West Quarter Section aforesaid 1330 feet to the place of beginning.

Subject to a dedication of 50 feet off the east side of said premises for a highway to be known as Meridian Street as shown by the plat of Meridian Hills, by purchasing same and causing it to be conveyed to Security Trust Company as Trustee, with full power to said Trustee to convey the same or any part thereof, without the purchasers thereof being required to see to the application of the purchase price, said Trustee to hold said real estate and the proceeds of the sale thereof under the terms of such deed and instrument of trust as the Directors of this corporation shall approve. Also to lay out, survey and improve the same for purposes of sale at retail and to contract for the sale thereof, which equitable title to said property shall not be transferred, conveyed or encumbered without the consent in writing of all the preferred stockholders of the company except for the purpose of confirming conveyances made of the legal title by said Trustee.

And such objects shall not be enlarged without the consent of all said preferred stockholders. The capital stock of the corporation is \$180,000.00 divided into 1800 shares of the par value of \$100.00 each and such capital stock shall not be increased without the written consent of all the preferred stockholders of such stock \$60,000.00 shall be common stock and \$120,000.00 shall be preferred stock. The holders of the shares of preferred stock shall be entitled to receive cumulative dividends on the par value of such shares at the rate of 6 per cent per annum, payable quarterly, before any dividend shall be paid on or set aside for the benefit of the common stock. On liquidation of the Company, the holders of the shares of preferred stock shall be entitled to receive the par value of such shares, plus all accumulated dividends, and no more before any sum whatever shall be paid upon the common stock.

The company shall have the right to redeem any and all outstanding shares of preferred stock at any dividend paying date after January 9, 1924, at 102% of the par value thereof, plus all accrued dividends on mailing notice not less than 30 days prior to the date fixed for the redemption thereof, addressed to the last known place of

(Over)



residence or business of the holders of record of the shares selected for redemption. And the company shall out of its earnings or through the proceeds of the sale of additional common stock, redeem its outstanding preferred stock at the par value thereof, plus all accumulated dividends, at such time or times as may be fixed in the certificates issued therefor.

All other conditions governing such preferred stock shall be named in the certificates issued therefor. The common stock shall be sold at not less than \$100.00 per share and the preferred stock at \$95.00 per share. More than one-fourth of such stock has been subscribed and more than one-fourth thereof will be paid to the Company immediately upon its incorporation by the transfer of property.

The length of life of the corporation is from the date of its incorporation to and including the 9th day of January 1933, and such term shall not be extended without the consent of all the preferred stockholders.

Misc. Record
146 page 541
Feb. 24, 1924
Recorded
Feb. 28, 1924.

84.

Increase of Capital Stock of
WELLINGTON ESTATES REALTY COMPANY.

STATE OF INDIANA }
 } SS:
COUNTY OF MARION }

To the Secretary of State of the State of Indiana:

We, the undersigned President and Secretary respectively of the Wellington Estates Realty Company a corporation duly organized and acting under and pursuant to the laws of the State of Indiana, hereby certify that at a special meeting of the Stockholders of said Wellington Estates Realty Company held on the 23rd day of February 1924, at the principal office of said Corporation at which said meeting a majority of all the outstanding shares of stock of said corporation was represented by the holders thereof, the Capital Stock of the said Wellington Estates Realty Company was increased from \$180,000.00 to \$200,000.00 which said increase shall consist of 200 shares of common stock of the par value of \$100.00 each, and that attached hereto, is a true copy of the proceedings of such meeting, and that a majority of all the shares of stock then outstanding voted in favor of the resolution authorizing such increase and issuance of said common stock.



(Over)

That thereafter, at a special meeting of the Board of Directors of the Wellington Estates Realty Company held at the principal office of said Corporation, on the 23rd day of February 1924, the majority of the members of the full Board of Directors being present, a resolution was adopted ratifying the action of the stockholders in increasing the capital stock of the said Wellington Estates Realty Company, from \$180,000.00 to \$200,000.00 which said increase shall consist of 200 shares of the common stock of the par value of \$100.00 each, and that attached hereto is a true copy of the proceedings of such meeting and that all of said Directors voted in favor of the resolution.

Witness our hands and corporate seal of said corporation this 23rd day of February 1924.

(-----) Louis C. Huesmann, President,
Oscar Schmidt, Secretary,

STATE OF INDIANA

SS:

COUNTY OF MARION

Before me, the undersigned Notary Public, in and for said County and State, personally appeared Louis C. Huesmann, President and Oscar Schmidt, Secretary of the Wellington Estates Realty Company a corporation, and acknowledged the execution of the foregoing Certificate.

Witness my hand and notarial seal this 23rd day of February 1924.

Morris Breunig, (LS)
Notary Public.

My commission expires November 29, 1925.

Special Meeting of the Stockholders of the Wellington Estates Realty Company, held in the City of Indianapolis, Indiana, at the principal office of said Company, 31 Monument Circle on the 23rd day of February 1924, at call of the President and due notice given.

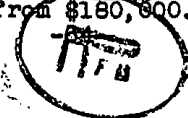
Being present stockholders holding and owning a majority of all the shares outstanding and entitled to vote at a stockholders meeting:

Louis C. Huesmann, President of the Company, presided at the meeting, and Oscar Schmidt, Secretary of the Company, recorded the minutes thereof.

Thereupon Oscar Schmidt offered the following Resolution and moved the adoption thereof:

WHEREAS, the capital stock of this, the Wellington Estates Realty Company, is now \$180,000.00 being \$120,000.00 preferred stock, consisting of 1200 shares of the par value of \$100.00 each and \$60,000.00 common stock, consisting of 600 shares of the par value of \$100.00 each, and it is desired that said Capital stock be increased from \$180,000.00 to \$200,000.00.

(Over)



Therefore, be it Resolved: That the said Capital Stock of this Company be and the same is hereby increased from \$180,000.00 to \$200,000.00 which said increase shall consist of 200 shares of common stock, of the par value of \$100.00 each.

THEREFORE: BE IT FURTHER RESOLVED: That the President and Secretary of this meeting be and they are hereby authorized and directed to make, sign, verify and acknowledge any and all Certificates of proceedings required in the office of the Secretary of State of Indiana, and to do all acts and things that may be necessary to comply with the provisions of law applicable to and regarding the increase of the capital stock and issuance of said common stock.

We, the undersigned, being all the stockholders of the above company hereby approve and adopt the above resolution to increase the Capital Stock of the said Company from \$180,000.00 to \$200,000.00.

Which motion and resolution was duly seconded and being placed upon its passage was unanimously adopted.

Thereupon there being no further business, this meeting adjourned.

Louis C. Huesmann, President,
Oscar Schmidt, Secretary.

Special Meeting of the Board of Directors of Wellington Estate Realty Company, held in the city of Indianapolis, Indiana, at the principal office of the said Company, 31 Monument Circle, on the 23rd day of February 1924, upon call of the President and due notice given.

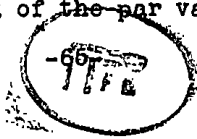
Being Present, all Directors of said Corporation
Louis C. Huesmann, President of said Board of Directors presided at said meeting and Oscar Schmidt, Secretary of said Board of Directors, recorded the minutes thereof.

THEREUPON, Oscar Schmidt offered the following resolution and moved the adoption thereof.

WHEREAS, the Stockholders of a majority of all the shares outstanding and entitled to vote at a Stockholder's Meeting have adopted and approved a resolution increasing the capital stock of this corporation, which said resolution is as follows:

WHEREAS, the Capital Stock of this, the Wellington Estates Realty Company, is now \$180,000.00 being \$120,000.00 preferred stock, consisting of 1200 shares of the par value of \$100.00 each and \$60,000.00 common stock, consisting of 600 shares of the par value of \$100.00 each.

THEREFORE: BE IT RESOLVED: That the said Capital Stock of this Company be and the same is hereby increased from \$180,000.00 to \$200,000.00 which said increase shall consist of 200 shares of common stock of the par value of \$100.00 each.



(Over)

THEREFORE: BE IT FURTHER RESOLVED: That the President and Secretary of this meeting be and they are hereby authorized and directed to make, sign, verify and acknowledge any and all Certificates of Proceedings required in the office of the Secretary of State of Indiana, and to do all acts and things that may be necessary to comply with the provisions of law applicable to and regarding the increase of the capital stock and issuance of said common stock.

We, the undersigned, being all the stockholders of the above Company, hereby approve and adopt the above resolution to increase the Capital Stock of the said Company, from \$180,000.00 to \$200,000.00.

Which motion was duly seconded and being placed upon his passage was unanimously adopted.

Thereupon there being no further business, the meeting of the Board of Directors adjourned.

Louis C. Huesmann, President,
Oscar Schmidt, Secretary.

Approved and filed, February 27, 1924.
Ed. Jackson, Secretary of State.

CERTIFICATE.

Misc. Record
209 page 86
March 26, 1929
Recorded
March 26, 1929.

85.

UNITED STATES OF AMERICA.
STATE OF INDIANA.
OFFICE OF THE SECRETARY OF STATE.

Otto G. Fifield, Secretary of State of the State of Indiana, hereby certify that the following and hereto attached is a full, true and complete copy of that certain single instrument entitled, "Certificate of Redemption of Preferred Stock of Wellington Estates Realty Company," in Re: Wellington Estates Realty Company, as the same appears on file, as the law directs, in this office.

In Testimony Whereof, -thereunto set my hand and affix the Great Seal of the State of Indiana, done at my office, in the City of Indianapolis, this 26th day of March, A. D. 1929.

Otto G. Fifield, (seal)
Secretary of State.

CERTIFICATE OF REDEMPTION OF PREFERRED STOCK OF:
WELLINGTON ESTATES REALTY COMPANY.

The undersigned, Frederick M. Ayres, Louis C. Huesmann, Bert McBride and Oscar Schmidt do hereby certify:



(Over)

That they are all of the Directors of the Wellington Estates Realty Company, that all of the preferred stock of said Company heretofore originally authorized and outstanding to-wit: \$120,000.00 par value has been redeemed in the following manner: by calling all of such stock outstanding, to-wit: \$72,000.00 par value for redemption on or before April 9, 1925, and by placing to the credit of the Wellington Estates Realty Company with the Bankers Investment Company in trust, for the sole purpose of redeeming such outstanding preferred stock, a sum more than sufficient to pay the par value of all of such outstanding preferred stock, plus a premium of 2% per annum, thereon, plus all dividends which will be accumulated thereon up to April 9, 1925. The remaining \$48,000.00 of said stock has been heretofore redeemed and cancelled.

Witness our hands this 2nd day of February 1925.

Frederick M. Ayres.
Oscar Schmidt,
L. C. Huesmann,
Bert McBride.

Subscribed and sworn to before me a Notary Public in and for said Marion County, Indiana, at Indianapolis, in said County, by the above named Frederick M. Ayres, Louis C. Huesmann, Bert McBride and Oscar Schmidt this 2nd day of February 1925.

Witness my hand and notarial seal.
E. M. Iglehart, (LS)
Notary Public.

My commission expires: May 5, 1925.

Filed, February 3, 1925.

F. E. Schortemeier, Secretary of State.

Misc. Record
255 page 541
June 19, 1934
Recorded
June 25, 1934.

86.

CERTIFICATE OF REDEMPTION OF
PREFERRED STOCK OF:
WELLINGTON ESTATES REALTY COMPANY.

Honorable Frank G. Mayr, Secretary of State,
State Capitol, Indianapolis, Indiana.

Sir:

The undersigned, Frederick M. Ayres, Charles Fultz, Lyman Ayres and Charles Blizzard, being all of the Directors of Wellington Estates Realty Company, a corporation organized under the laws of the State of Indiana, hereby filed with you their certificate in writing, as Directors of such Company, duly acknowledged, and hereby

(Over)



certify that Wellington Estates Realty Company was organized by Articles of Incorporation dated January 1, 1923, having an authorized capital stock of \$180,000.00 divided into 600 shares of common stock of the par value of \$100.00 each and 1200 shares of preferred stock of the par value of \$100.00 each; that thereafter on February 27th, 1924, the authorized capital stock of Wellington Estates Realty Company was increased to \$200,000.00, divided into 800 shares of common stock of the par value of \$100.00 each and 1200 shares of preferred stock of \$100.00 each; that thereafter on January 12, 1925, the authorized capital stock of Wellington Estates Realty Company was increased to \$300,000.00, divided into 800 of common stock of the par value of \$100.00 each, and 2200 shares of preferred stock of the par value of \$100.00 each.

The undersigned further certify that heretofore on February 2nd, 1925, \$120,000.00 in par value of such preferred stock, representing 1200 shares of the par value of \$100.00 each, were redeemed and retired; that a certificate of redemption, dated February 2, 1925, was filed in the office of the Secretary of State of the State of Indiana, attesting to such fact, on February 3, 1925.

The undersigned further certify that the remaining preferred stock of Wellington Estates Realty Company of the aggregate par value of \$100,000.00, divided into 1,000 shares of the par value of \$100.00 each, has been redeemed and retired.

The undersigned further certify that Wellington Estates Realty Company has at the date of this certificate, no preferred stock of any kind or nature issued or outstanding.

Executed this 19th day of June 1934.

Frederick M. Ayres,
Lyman S. Ayres,
Chas. N. Fultz,
Charles Blizzard.

STATE OF INDIANA

SS:

COUNTY OF MARION

Before me a Notary Public in and for said County and State, personally appeared Frederick M. Ayres, Charles Fultz, Lyman Ayres and Charles Blizzard, and acknowledged the execution and delivery of the foregoing "Certificate of Redemption of Preferred Stock of Wellington Estates Realty Company."



(Over)

Witness my hand and notarial seal this 19th day of June 1934.

Jessie Shawley, -
Notary Public.

Approved and filed, June 25, 1934.
Frank G. Mayr, Secretary of State.

Plat Book
20 page 12
June 18, 1923
Recorded
June 27, 1923.

87.

WELLINGTON ESTATES

PLAT.

We, the undersigned hereby certify that the within plat of Wellington Estates was surveyed by us, is true and correct and represents a Subdivision of part of the South West Quarter and part of the North West Quarter of Section 35, Township 17 North, of Range 3 East, Marion County, State of Indiana, described as follows:

Beginning at the north west corner of the South West Quarter of said Section 35; thence south along the west line thereof 943.50 feet to the center of a road; thence (assuming the west line of said Quarter Section to be north and south) north $83^{\circ} 25$ minutes east along the center of said road 1428.50 feet to a point; thence south $88^{\circ} 15$ minutes east along the center of said road 423.0 feet; thence south $82^{\circ} 24$ minutes east along the center of said road 320 feet; thence south $75^{\circ} 9$ minutes east along the center of said road 125.30 feet to the center line of Meridian Street as dedicated in the plat of Meridian Hills recorded in Plat Book 16 page 99, Marion County Recorder's Office; thence in a northeasterly direction along the center line of Meridian Street 652.60 feet; thence curving to the left along the arc of a circle, having for its radius 150.0 feet for a distance of 220.90 feet; thence in a northwesterly direction, tangent to this curve, 137.40 feet; thence curving to the right along the arc of a circle, having for its radius 546.40 feet for a distance of 516.30 feet to the south line of Plat of Meridian Hills as aforesaid; thence west along the south line of said Addition, 677.20 feet to the west line of the east half of the North West Quarter of said Section 35; thence south along the last mentioned line 363.20 feet to the south east corner of the west half of the north West Quarter of said Section 35; thence west along the south line of said half Quarter Section 1338.50 feet to the place of beginning.

This Subdivision consists of 50 lots numbered respectively from 1 to 50 both inclusive.



(Over)

The dimensions of the lots and the widths of streets are marked hereon in figures denoting feet and decimal parts thereof.

Witness our signatures this 18 day of June 1923.

Jeup & Moore, Engineers,
by, A. H. Moore.

The undersigned Security Trust Company, by its President and Secretary hereby certifies that it has laid off, platted and subdivided into plots and streets in accordance with the above plat, the real estate mentioned in the foregoing Certificate.

Said Subdivision shall be known and designated as "WELLINGTON ESTATES," an Addition to the city of Indianapolis.

The Streets shown on such plat and not heretofore dedicated, are hereby dedicated to the public.

Strips of ground 4 feet in width as shown on this plat, are reserved for the use of such public utilities (not including street car or transportation companies) as water, telephone, telegraph, gas or electric light companies, for installation and maintenance of mains, poles, ducts and wires, subject at all times to the authority of the city of Indianapolis, and subject further to the easement herein reserved.

No permanent or other structures are to be erected or maintained upon said strip, by the owner of such plot or plots, but such owners should take their title subject to the right of the public utility companies and to the rights of the owners of the other plots in said Addition, and to the easement herein granted for ingress or egress in, along, across and through the several strips of ground herein described as shown on the plat.

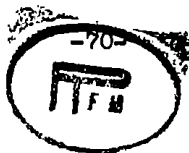
BUILDING RESTRICTIONS:

A. Only one single house and no double, duplex, flat or apartment house, no public garage, factory or business of any kind shall be erected or maintained upon any plot in this Addition.

B. No estate in this Addition shall ever be used or permitted by the owner or occupant thereof, to be used by any person for other than private resident purposes.

C. The net cost of building any single residence exclusive of garage, on any estate in this Addition shall in no case be less than \$7,500.00.

D. The material used in the construction of any out-buildings and servants quarters must conform to and be of the same material used in the construction of the dwelling.



(Over)

E. Any appurtenant or subsidiary buildings constructed on any estate in this Addition must be built separate from the dwelling thereon.

F. The undersigned owners hereby establish building lines as shown on said plat, the location of these lines on the different plots are shown in feet back from the property lines of the several streets, between which lines and the property lines there shall be erected or maintained no buildings or structures other than one-story open porches.

G. No shrubbery, undergrowth or any tree wherever standing on any plot shall be cut or removed except for building or landscape purposes.

H. That the purchaser, his heirs or assigns will not occupy as a dwelling house temporarily or otherwise, any structure not designed for permanent residence; provided that this requirement shall not be applicable to servants quarters on any plot the residence on which is occupied.

I. No bill-boards shall be erected or placed on any estate in this Addition (provided this provision as to bill-boards shall not prevent the owner from allowing its selling agents to use sign-boards on any estate in connection with selling the plots in said Addition).

J. The purchaser will not do any act that will result in the partition or subdivision of any one of the fifty plots in this Plat.

SANITARY RESTRICTIONS:

That the purchaser, his heirs or assigns will not discharge untreated effluent from any sewer or cess pool or sewage of any character, into any brook or stream or low place in the surface of this Addition.

All sewage shall be treated by septic tanks or other proper and efficient methods and discharged under ground or in some other sanitary manner.

No garbage cans or trash shall be dumped on any place in this Addition.

The drains now constructed are to be used for drainage purposes only until such times as they are properly connected with a sanitary sewage system for this district.

No animals, other than pets or domestics will be kept by the purchaser. No poultry, rabbits or other live stock to be kept or raised.

RACE.

The ownership and occupancy of lots and buildings in this Addition are forever restricted to the members of the White Race. No Negro, Mullato, Chinese, Japanese or person of any race or mixture of race other than members of the white race shall acquire title to any estate or building in this Addition, or acquire the right to occupy any such



(Over)

estate or buildings as owner, tenant, roomer or otherwise except that the white owner or tenant of any estate or residence may permit his domestic servant or servants not of the White Race to occupy a room or rooms in his said residence or in the subsidiary building erected coming within these restrictions, during the life time of such domestic service.

The right to enforce these provisions by injunction, together with the right to cause the removal by process of law of any structure erected in violation hereof is hereby dedicated to the public and is also reserved to the several owners of the several plots in this Addition and their assigns.

These restrictions shall be in force and effect for a period of 25 years from June 1st, 1923.

Witness our signatures this 18th day of June 1923.

Wellington Estates Realty Company, (corp seal)
By, Frederic M. Ayres, Vice-President,
Attest: Oscar Schmidt, Secretary.
Security Trust Company, Trustee, (corp seal)
by, Reilly C. Adams, President.
Attest: George W. Snyder, Secretary.

STATE OF INDIANA

SS:

COUNTY OF MARION

Before me, the undersigned, a Notary Public, in and for said County and State, this day personally appeared the Security Trust Company, Trustee, by Reilly C. Adams, its President and George W. Snyder, its Secretary and the Wellington Estates Realty Company, by Frederic M. Ayers, its Vice-President, and Oscar Schmidt, its Secretary and each separately and severally acknowledged the execution of the above and foregoing certificate as its and their voluntary act and deed for the use and purposes therein expressed.

Witness my hand and notarial seal this 18th day of June 1923.

Ida Wangelin, (LS)
Notary Public.

My commission expires September 15, 1923.

Approved this 25th day of June 1923.

CITY CIVIL ENGINEER. J. L. Elliott,

Approved this 19th day of June 1923,

CITY PLAN COMMISSION, Edward B. Raub, President,
Machlin Mack, Engineer,

Approved this 25th day of June 1923.

BOARD OF PUBLIC WORKS, Charles E. Coffin, Pres.
W. H. Freeman,
M. J. Spencer.



VACATION.

Deed Record
Town Lots
731 page 285
Dec. 3, 1924
Recorded
Dec. 4, 1924.

88.

THIS INDENTURE WITNESSETH THAT WHEREAS, the undersigned are the owners of Lots 1 to 17 both inclusive, in Wellington Estates, an Addition to the city of Indianapolis, Marion County, State of Indiana, as shown in Plat Book 20 page 12 of the office of the Recorder of Marion County, State of Indiana, and

WHEREAS, it is the mutual desire of the undersigned, owners of all the said real estate, that the portion of said plat lying east of the center line of Illinois Street and West of Lot 17, as shown in said Plat, be vacated and divested of all public rights, and

WHEREAS, said plat of lands is wholly without the corporate limits of any City or Town, or any part thereof.

NOW THEREFORE, the undersigned owners of all of said real estate hereby declare vacated the portion of said plat lying east of the center line of Illinois Street, and west of Lot 17 as shown in said plat, said vacated portion of said Addition being more fully described as follows:

Beginning at the north west corner of Lot 17 in Wellington Estates Addition to the city of Indianapolis; thence south along the west line of said Lot 152.72 feet to the north line of 65th Street; thence west 35 feet to the center line of Illinois Street; thence north parallel with the west line of Lot 17, 152.72 feet; thence east 35 feet to the place of beginning.

Dated this 3rd day of December 1924.

Wellington Estates Realty Company,
(corp seal).

by, Frederic M. Ayres, Vice-President.
Attest: Oscar Schmidt, Secretary.

Security Trust Company, (corp seal)

By, Reily C. Adams,

Attest: George W. Snyder, Secretary.

Cora C. Dugger,

Lorenz Schmidt & Sons, Inc., (corp seal)

By, Oscar Schmidt, President,

Attest: Frank J. Viehmann, Assistant
Secretary Treasurer.

STATE OF INDIANA

SS:

COUNTY OF MARION

Personally appeared before me, Ida Wangelin, a Notary Public in and for said County and State, Lorenz Schmidt & Sons, (Inc), by Oscar Schmidt, its President, and Frank J. Viehmann, its Assistant Secretary-Treasurer, who for and in behalf of said Lorenz Schmidt & Sons, Inc., and for the above purpose acknowledged the above instrument to be their voluntary act and deed.

Ida Wangelin, (LS) Notary Public.

My commission expires: September 17, 1927.

(Over)



STATE OF INDIANA |

SS:

COUNTY OF MARION |

Personally appeared before me, Frank J. Viehmann, a Notary Public, in and for said County and State, Wellington Estates Realty Company, by Frederic M. Ayres, its Vice-President and Oscar Schmidt, its Secretary, and Security Trust Company, by Rily C. Adams, its President and George W. Snyder, its Secretary, who for and in behalf of said corporation and for the above purpose and Cora G. Dugger in her own behalf, and for the above purpose, acknowledge the execution of the above instrument to be their voluntary act and deed.

Frank J. Viehmann, (LS)
Notary Public.

My commission expires February 2, 1926.

Deed Record
Town Lots
718 page 73
April 19, 1924
Recorded
April 21, 1924.

VACATION OF PART OF
WELLINGTON ESTATES ADDITION.

STATE OF INDIANA |

SS:

MARION COUNTY |

89.

Honorable Board of County Commissioners of
Marion County, Indiana.

The undersigned owners of all the real estate affected, respectfully petition your Honorable Body to vacate that part of "Wellington Estates" Addition to the city of Indianapolis, lying west of Illinois Street as recorded in Plat Book 20 page 12 in Marion County Recorder's Office. Said Addition being entirely outside the limits of the city of Indianapolis.

If the petition is granted, it is the intention of the petitioners to plat and resubdivide that portion herein vacated in accordance with a plan satisfactory to the City Plan Commission of the City of Indianapolis.

Respectfully submitted.

Wellington Estates Realty Company, (corp seal)

By, Oscar Schmidt, Secretary.

Security Trust Company, Trustee, (corp seal)

By, Geo. W. Snyder, Secretary.



(Over)

Before me, Ida Wangelin, a Notary Public, this 19th day of April 1924, personally appeared Oscar Schmidt, Secretary of Wellington Estates Realty Company and George W. Snyder, Secretary of Security Trust Company, Trustee, and acknowledged the execution of the foregoing instrument for the purpose therein expressed.

Ida Wangelin, (LS)
Notary Public.

My commission expires: September 17, 1924.

Approved and allowed this 3rd day of April 1924.

John Kitley,
Albert Hoffman,

COMMISSIONERS OF MARION COUNTY.

RECORDED FOR REFERENCE.

Misc. Record
163 page 75
Oct. 13, 1924
Recorded
Oct. 15, 1924.

90.

Wellington Estates Realty
Company.

Affidavit.

Comes now Wellington Estates Realty Company, a corporation by its Secretary, Oscar Schmidt and Security Trust Company, Trustee, by its Secretary, George W. Snyder, who being duly sworn upon their oaths say, that on or about the 3rd day of April 1924, the above mentioned affiants for and in behalf of the above corporations signed and directed a certain petition to the Board of County Commissioners of Marion County, Indiana, vacating that part of Wellington Estates Addition to the city of Indianapolis, lying west of Illinois Street as recorded in Plat Book 20 page 15 in Marion County Recorder's Office.

That as appears from the records of the Marion County Recorder's Office the above referred to petition was approved and allowed on the 3rd day of April 1924.

That in order to record the above referred to instrument, it was necessary that the signatures of the owners of the vacated property be acknowledged. That on the 19th day of April 1924, the said signatures were duly acknowledged before Ida Wangelin, a Notary, and the said instrument was duly recorded in Marion County Recorder's Office, April 21, 1924, in Town Lot Record 718 page 73.

That subsequent to the approval by the Board of County Commissioners of the above referred to vacation, the lands vacated were re-platted and the said re-platting approved by the City Engineer, Board of Works and City Plan Commission, as of



(Over)

April 30th, 1924, and recorded May 3, 1924 in Plat Book 21 page 15 in the Marion County Recorder's office.

That the purpose of this affidavit is to further show and affirm that these affiants for and in behalf of the owners of the lands vacated and replatted, signed the instrument vacating the said lands prior to the date of the County Commissioners' approval of said vacation and the re-platting of the lands vacated.

And further affiants saith not.

Wellington Estates Realty Co.
(Corp. Seal)

by Oscar Schmidt, Secretary,
Security Trust Co., Trustee,
(Corp. Seal)

By: George W. Snyder, Secretary.

Plat Book
21 page 15
April 8, 1924
Recorded
May 3, 1924

91.

Wellington Park Heights

Plat

We, the undersigned hereby certify that the within plat of Wellington Park -- was surveyed by us, is true and correct and represents a subdivision of that part of Wellington Estates as recorded in Plat Book 20 page 12, Marion County Recorder's office, lying West of the west line of Illinois Street, that part of said Wellington Estates being vacated by the Commissioners of Marion County as recorded in Marion County Recorder's office.

This Subdivision consists of 57 lots, numbered from 18 to 74 both inclusive.

The dimensions of the lots and the width of the streets are shown hereon in figures denoting feet and decimal parts thereof.

Witness our signatures this 3rd day of April 1924.

Jeup & Moore, Eng. (LS)

by A. H. Moore.

The undersigned Security Trust Company, Trustee, by its President and Secretary, hereby certifies that it has laid off, platted and subdivided into lots and streets in accordance with the above plat the real estate mentioned in the foregoing certificate. This Subdivision shall be known and designated as "Wellington Park Heights"

(over)



an Addition to the City of Indianapolis. The Streets not heretofore dedicated are hereby dedicated to the public. Strips of ground 4 ft. in width, as shown on this plat, are reserved for the use of such public utilities (not including street car or transportation companies) as water, telephone, telegraph, gas or electric light companies for the installation and maintenance of mains, poles, ducts and wires, subject at all times to the authority of the City of Indianapolis, and subject further to the easement herein reserved. No permanent or other structures are to be erected or maintained on said strip by the owner of such lot or lots, but such owners should take their title subject to the right of the public utility companies and to the rights of the owners of the other lots in said addition, and to the easement herein granted for ingress or egress in, along, across and through the several strips of ground herein described as shown on the plat.

BUILDING RESTRICTIONS:

a. Only one single house and no double, duplex, flat or apartment house, no public garage, factory or business of any kind shall be erected or maintained upon any lot in this addition.

b. No lot in this addition shall ever be used or permitted by the owner or occupant thereof to be used by any person for other than private resident purposes.

c. The net cost of building any single residence exclusive of garage on any lot in this addition shall in no case be less than \$15,000.00 for lots facing Illinois Street and Country Club Parkway; or less than \$10,000.00 in the balance of the lots in this addition.

d. The material used in the construction of any out buildings and servants quarters, must conform to and be of the same material used in the construction of the dwelling.

e. Any appurtenant or subsidiary buildings constructed on any lot in this addition must be built separate from the dwelling thereon.

f. The undersigned owners hereby establish building lines as shown on said plat; the location of these lines on the different lots are shown in feet back from the property lines of the several streets, between which lines and the property lines there shall be erected or maintained no buildings or structures other than one story open porches.



(over)

g. No shrubbery, undergrowth or any tree wherever standing on any lot shall be cut or removed except for building or landscape purposes.

h. That the purchaser, his heirs or assigns will not occupy, as a dwelling house temporarily or otherwise, any structure not designated for permanent residence, provided that this requirement shall not be applicable to servants quarters on any lot the residence on which is occupied.

1. No bill boards shall be erected or placed on any lot in this addition (provided this provision as to bill boards shall not prevent the owner from allowing its selling agents to use sign boards on any lot in connection with selling the lots in said addition).

j. The purchaser will not do any act that will result in the partition or subdivision of any one of the 57 lots in this plat.

Sanitary Restrictions: That the purchaser, his heirs or assigns, will not discharge, untreated effluent from any sewer or cesspool or sewage of any character into any brook or stream or low place in the surface of this addition. All sewage shall be treated by septic tanks or other proper and efficient methods and discharged underground or in some other sanitary manner. No garbage, cans or trash shall be dumped on any place in this addition. The drains now constructed are to be used for drainage purposes only until such time as they are properly connected with a sanitary system for this district. No animals other than pets or domestics will be kept by the purchaser. No poultry, rabbits or livestock to be kept or raised.

RACE: The ownership and occupancy of lots and buildings in this addition are forever restricted to the members of the white race. No negro, mulatto, Chinese, Japanese or person of any race or mixture of race, other than members of the white race shall acquire title to any lot or building in this addition or acquire the right to occupy any such lot or building as owner, tenant, roomer or otherwise, except that the white owner or tenant of any lot or residence, may permit his domestic servant or servants not of the white race to occupy a room or rooms in his said residence or in the subsidiary building erected coming within these restrictions during the life time of such domestic service.

(over)



The right to enforce these provisions by injunction, together with the right to cause the removal by process of law of any structure erected in violation hereof, is hereby dedicated to the public and is also reserved to the several owners of the several lots in this addition and their assigns.

These restrictions shall be in force and effect for a period of 25 years from April 1st, 1924.

Witness our signature this 8th day of April 1924.

Wellington Estates Realty Company

(- -)

by L. C. Huesmann, Pres.
Attest: Oscar Schmidt, Secy.

Security Trust Company, Trustee,

(- -)

by Reily C. Adams, Pres.
Attest: George W. Snyder, Secy.

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me the undersigned, a notary public in and for said County and State this day personally appeared the Security Trust Company, Trustee, by Reily C. Adams, its President and George W. Snyder, its Secretary, and the Wellington Estates Realty Company by Louis C. Huesmann its President and Oscar Schmidt, its Secretary and each separately and severally acknowledged the execution of the above and foregoing certificate as its and their voluntary act and deed for the use and purposes therein expressed.

Witness my hand and notarial seal this 8th day of April 1924.

Ida Wangelin (LS)

Notary Public

My commission expires Sept. 17, 1927.

Approved April 30, 1924,
Board of Public Works,
Charles E. Coffin, Pres.
W. H. Freeman,
M. J. Spencer.

Approved April 30, 1924.
City Civil Engineer,
J. L. Elliott.



Deed Record
Lands
77 page 612
Feb. 2, 1925
Recorded
Feb. 9, 1925
92.

Security Trust Company,
Trustee, (Corp. Seal)
by Reily C. Adams,
President,
Attest: George W. Snyder,
Secretary, as Trustee
under a deed of trust dated
January 9, 1923,

Special Warranty
Deed

to
The Continental National
Bank of Indianapolis,
Indiana, Trustee.

A parcel of ground in Section 35, in Township
17 North, of Range 3 East of the Second Principal
Meridian, being portions of the south east quarter
of the north west quarter and of the north half of
the south west quarter of said Section, and such
parcel being more particularly described as follows:

Subject however, to all legal highways or
rights of way, to wit::

Beginning at the north west corner of the
south west quarter of said Section 35, aforesaid;
and running thence south along and with the west line
of said Section, 943.50 feet to the middle line of a
road; thence (assuming the west line of said quarter
section to run North and South) running north 83°
and 25 minutes east along and with the middle line
of said road aforesaid 1428.50 feet to a point;
thence south 88° and 15 minutes east along and with
the middle line of said road aforesaid 423 feet to
a point; thence south 82° 24 minutes east along and
with the middle line of said road aforesaid 320
feet to a point; thence south 75° 9 minutes east
along and with the middle line of said road afore-
said 125.30 feet to a point which is in the middle
line of Meridian Street, as dedicated in the plat
of "Meridian Hills", which appears of record in the
office of the Recorder of Marion County, Indiana,

(over)



in Plat Book 16 at page 99 thereof; thence in a northeasterly direction along and with the middle line of said Meridian Street aforesaid 652.60 feet to a point; thence curving to the left along and with the arc of a circle having for its radius 150 feet for the distance of 220.90 feet to a point; thence in a northwesterly direction tangent to the said circular arc aforesaid 137.40 feet to a point; thence curving to the right along and with the arc of a circle having for its radius 546.40 feet for the distance of 516.30 feet to a point in the south line of the plat of "Meridian Hills" above referred to; thence west along and with the south line of said plat aforesaid 677.20 feet to a point in the west line of the east half of the North West Quarter of said Section 35 aforesaid; thence south along and with said line last mentioned 363.20 feet to the south east corner of the west half of the North West Quarter of said Section 35 aforesaid; thence west along and with the south line of the west half of the North West Quarter Section aforesaid, 1339 feet to the place of beginning.

Subject to a dedication of 50 feet off the east side of said premises for a highway to be known as Meridian Street, as shown by the plat of Meridian Hills.

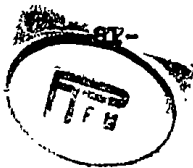
Excepting the portion thereof heretofore conveyed by the grantor herein and described as follows:

Lots 6 and 7 in Wellington Estates Addition to the city of Indianapolis, and Lot 35 in Wellington Park Heights, a Subdivision of that part of Wellington Estates Addition to the city of Indianapolis, lying west of Illinois Street.

Subject to all taxes and assessments.

Providing however, that the Warranty of the grantor herein is a special Warranty and the grantor hereby warrants only as against the acts of the grantor and those claiming under it.

With full power to said The Continental National Bank of Indianapolis, Trustee, to convey all or any part of said real estate and to make all necessary deeds therefor, without any obligation on the part of any purchaser thereof to see to the application of the purchase price or any part thereof.



Deed Record
Lands
78 page 69
March 30, 1925
Recorded
March 31, 1925.

93.

Wellington Estates Realty Company, (corp seal)
by, L. C. Huesmann, President,
attest: Oscar Schmidt, Secretary,
Security Trust Company, Trustee,
(corp seal)
by, Reily C. Adams, President,
attest: George W. Snyder, Secretary,
The Continental National Bank of
Indianapolis, Indiana, Trustee,
(corp seal)
by, Bert McBride, President,
attest: W. H. Polk, Cashier,
to

Special Warranty
Deed

Aetna Trust and Savings
Company, Trustee,

THIS INDENTURE WITNESSETH: That Whereas,
Wellington Estates Realty Company is a corpora-
tion organized under the laws of the State of
Indiana, for the purpose of owning the beneficial
interest in certain real estate in Marion County,
Indiana, by having the same conveyed to a
Trustee, with full power to convey the same and
any part thereof, under the terms of deed or
instrument of trust, approved by the Directors
of the first party, and

WHEREAS, said Wellington Estates Realty
Company pursuant to its corporate purposes caused
such real estate to be conveyed to the Security
Trust Company of Indianapolis, as Trustee, and

WHEREAS, thereafter, to-wit: On January 9, 1
1925, by agreement of said Wellington Estates
Esalty Company, and said Security Trust Company,
such Trust relationship was terminated and a new
and similar trust relationship was created between
Wellington Estates Realty Company, and The Con-
tinental National Bank of Indianapolis, Indiana,
and the agreement of trust between Wellington
Estates Realty Company and Security Trust Company
was terminated and cancelled and such real es-
tate was conveyed to said Continental National
Bank of Indianapolis, Indiana, as such Trustee, and

WHEREAS, it is considered doubtful whether said
The Continental National Bank of Indianapolis,
Indiana, has the corporate power to act as such
Trustee hold title under such agreement of trust
and make the necessary conveyances contemplated
by such trust and relationship, on account thereof,
the trust agreement between We--ington Estates
Realty Company and The Continental National Bank
of Indianapolis, Indiana, has been terminated and
a new and similar trust agreement entered into by
Wellington Estates Realty Company with Aetna Trust
and Savings Company of Indianapolis, Indiana, as
Trustee, and it is desired to convey all of the
unsold portions of said real estate to Aetna Trust



(Over)

and Savings Company for the uses and purposes hereinafter set forth.

NOW THEREFORE, Wellington Estates Realty Company, Security Trust Company, Trustee and The Continental National Bank of Indianapolis, Indiana, Trustee for and in consideration of \$1.00 to each of the grantors paid, receipt whereof is hereby acknowledged, do hereby convey and warrant unto Aetna Trust and Savings Company, Trustee, the following described real estate situated in Marion County, Indiana, to-wit:-

A parcel of ground in Section 35, in Township 17 North, of Range 3 East of the Second Principal Meridian, being portions of the South East Quarter of the North West Quarter and of the North half of the South West Quarter of said Section and such parcel being more particularly described as follows, (subject however to all legal highways or rights of way), to-wit:

Beginning at the north west corner of the South West Quarter of said Section 35 aforesaid; and running thence south along and with the west line of said Section 943.50 feet to the middle line of a road; thence (assuming the west line of said Quarter Section to run north and south) running north 83° and 25 minutes east along and with the middle line of said road aforesaid, 1428.50 feet to a point; thence south 88° and 15 minutes east along and with the middle line of said road aforesaid 423 feet to a point; thence south 82° 24 minutes east along and with the middle line of said road aforesaid 320 feet to a point; thence south 75° 9 minutes east along and with the middle line of said road aforesaid, 125.30 feet to a point which is in the middle line of Meridian Street as dedicated in the plat of "Meridian Hills", which appears of record in the office of the Recorder of Marion County, Indiana, in Plat Book 16 at page 99 thereof; thence in a northeasterly direction along and with the middle line of said Meridian Street aforesaid 652.60 feet to a point; thence curving to the left along and with the arc of a circle having for its radius, 150 feet for a distance of 220.90 feet to a point; thence in a northeasterly direction, tangent to the said circular arc aforesaid 137.40 feet to a point; thence curving to the right along and with the arc of a circle having for its radius 546.40 feet for the distance of 516.30 feet to a point in the south line of the plat of "Meridian Hills", above referred to; thence west along and with the south line of said plat aforesaid 677.20 feet to a point in the west line of the east half of the North West $1/4$ of said Section 35 aforesaid; thence south along and with said line last mentioned 363.20 feet to the south east corner of the West $1/2$ of the North West $1/4$ of said Section 35 aforesaid; thence west along and with the south line of the west half of the North West $1/4$ Section aforesaid, 1339 feet to the place of beginning.

(Over)

Subject to a dedication of 50 feet off the east side of said premises for a highway to be known as Meridian Street, as shown by the plat of Meridian Hills.

Excepting the portions thereof heretofore conveyed by the grantor herein and described as follows:

Lots 6 and 7 in Wellington Estates Addition to the city of Indianapolis, and Lot 36 in Wellington Park Heights, a subdivision of that part of Wellington Estates Addition to the city of Indianapolis, lying west of Illinois Street.

Subject to all taxes and assessments, providing however that the Warranty of the grantors, Security Trust Company, and The Continental National Bank of Indianapolis, Indiana, is a special Warranty and said last named grantors hereby warrant only as against their own acts and those claiming under them.

With full power to said Aetna Trust and Savings Company, Trustee, to convey all or any part of said real estate, and to make all necessary deeds therefor, without any obligation on the part of any purchaser thereon to see to the application of the purchase price or any part thereof.

TRUST AGREEMENT.

Misc. Record
158 page 488
March 30, 1925
Recorded
April 20, 1925.

94.

This Agreement, made and entered into this 30th day of March 1925, by and between Wellington Estates Realty Company of the first part and Aetna Trust and Savings Company of the second part, both of Indianapolis, Indiana,

WITNESSETH THAT: WHEREAS the first party is a corporation organized under the laws of the State of Indiana, for the purpose of owning the beneficial interest in certain real estate of Marion County, Indiana, by having the same conveyed to a Trustee, with full power to convey the same and any part thereof, under the terms of deed or instrument of trust approved by the Directors of the first party, and

WHEREAS, the first party has issued its duly authorized preferred stock of the par value of \$100,000.00 bearing quarterly dividends at the rate of 5-1/2% per annum, and redeemable \$10,000.00 annually, commencing January 9, 1926 and \$30,000.00 on January 9, 1933, and

WHEREAS, the first party has contracted with Lorenz Schmidt and Sons to sell said real estate at retail and to deposit the proceeds of the sales thereof to the credit of first party, and

WHEREAS, it is desired hereby to define said trust and the rights and duties of the parties thereunder.



(Over)

NOW THEREFORE, it is Agreed That:

1. The first party shall cause said real estate, to-wit:-

A parcel of ground in Section 35 in Township 17 North, of Range 3 East of the Second Principal Meridian, being portions of the South East Quarter of the North West Quarter and of the north half of the South West Quarter of said Section, and such parcel being more particularly described as follows: (subject however to all legal highways or rights of way) to-wit:

Beginning at the north west corner of the South West Quarter of said Section 35 aforesaid; and running thence south along and with the west line of said Section 943.50 feet to the middle line of a road; thence (assuming the west line of said Quarter Section to run north and south) running north 83° 25 minutes east along and with the middle line of said road aforesaid 1428.50 feet to a point; thence south 88° 15 minutes east along and with the middle line of said road aforesaid 423 feet to a point; thence south 82° 24 minutes east along and with the middle line of said road aforesaid 320 feet to a point; thence south 75° 9 minutes east along and with the middle line of said road aforesaid 123.30 feet to a point which is in the middle line of Meridian Street as dedicated in the plat of "Meridian Hills" which appears of record in the office of the Recorder of Marion County, Indiana, in Plat Book 16 at page 99 thereof; thence in a northeasterly direction along and with the middle line of said Meridian Street aforesaid 652.60 feet to a point; thence curving to the left, along and with the arc of a circle having for its radius 150 feet for the distance of 220.90 feet to a point; thence in a northeasterly direction, tangent to the said circular arc aforesaid 137.40 feet to a point; thence curving to the right along and with the arc of a circle having for its radius 546.40 feet for the distance of 516.30 feet to a point in the south line of the plat of "Meridian Hills", above referred to; thence west along and with the south line of said Plat aforesaid, 677.20 feet to a point in the west line of the east half of the North West Quarter of said Section 35 aforesaid; thence south along and with said line last mentioned 363.20 feet to the South East corner of the west half of the North West Quarter of said Section 35 aforesaid; thence west along and with the south line of the west half of the North West Quarter Section aforesaid 1339 feet to the place of beginning.

Subject to the dedication of 50 feet off the East side of said premises for a highway to be known as Meridian Street, as shown by the plat of Meridian Hills, excepting the portion thereof, which has already been sold, to be conveyed to the



(Over)

second party as Trustee with full power to convey the same or any part thereof; without the purchasers or any thereof being required to see to the application of any of the proceeds of any such sale. Such conveyance to be by good and sufficient deed, free of all encumbrance, other than current taxes and municipal assessments not delinquent.

2. Whenever the first party and Lorenz Schmidt & Sons, a corporation or its successor in business, or any other person, firm or corporation appointed by said first party to sell said real estate, shall represent to the party of the second part that any bona fide purchaser is entitled to a deed of conveyance covering any of said real estate, said Trustee shall make and deliver its deed to the real estate so represented to have been sold to such purchaser.

3. As compensation for its services herein such Trustee shall receive and the first party agrees to pay to it, out of the proceeds of each such sale, the sum of \$5.00 for each and every deed so executed and delivered by such Trustee.

4. Whenever all of the preferred stock of the first party shall have been redeemed, said Trustee shall execute and deliver unto the order of the first party a deed or deeds for all of said real estate then remaining unconveyed and in that event it shall not be necessary for the Trustee to inquire whether there are any outstanding contracts of sale covering any of such real estate or whether payments have been made upon any of such real estate by prospective purchasers and said Trustee shall not be liable to any one by reason of any such conveyance made to the order of the first party. When all of the real estate covered by this Agreement has been conveyed by the Trustee, this Trust shall be terminated.

5. The Trustee shall not be liable to any one for any act or thing committed or omitted by it in pursuance of the terms of this trust, excepting acts of gross or wilful negligence.

Wellington Estates Realty Company,
(corp seal)

By, L. C. Hoesmann, President,
attest: Oscar Schmidt, Secretary,
Aetna Trust and Savings Company, Trustee,
(corp seal)

by, Ross H. Wallace, President,
attest: J. W. Griggs, Ass't. Secretary.

(Duly acknowledged).



Cause #A 73266
Filed
Aug. 1, 1933

95.

SUPERIOR COURT OF MARION COUNTY
IN THE MATTER OF THE LIQUIDATION OF:
Aetna Trust and Savings Company.

August 1, 1933, Notice of liquidation by
Department of Financial Institutions.

NOTICE IS HEREBY GIVEN: That pursuant to the authority vested in the Department of Financial Institutions by Article II of Part I of Chapter 40 of the Acts of the General Assembly of Indiana, in 1933, entitled, "An Act concerning Financial Institutions", said Department of Financial Institutions of the State of Indiana, has taken possession of all of the business and property of Aetna Trust and Savings Company, a Bank of Discount and Deposit organized under the laws of the State of Indiana, with its principal office and place of business at Indianapolis, in the State of Indiana.

Said Department has taken charge of such Aetna Trust and Savings Company, under Section 41 of said Act above referred to for the reason that said financial institution cannot with safety and expediency continue business, and is insolvent or in imminent danger of insolvency.

(over)



Said financial institution will remain in the charge of the Department and will remain under its custody and control until the affairs of said financial institution have been finally liquidated unless sooner released under the provisions of said Chapter 40 of the Acts of 1933 of the General Assembly of the State of Indiana.

Department of Financial Institutions of the State of Indiana,

by, R. A. McKinley, Director.

Subscribed and sworn to by R. A. McKinley, duly qualified and acting Director of the Department of Financial Institutions of the State of Indiana, before me, a Notary Public, in and for the County of Marion and State of Indiana, this 20th day of July 1937.

Anne Dubin, (LS)
Notary Public.

My commission expires: June 28, 1937.

Came to hand this 1st day of August 1933, served the within notice of liquidation by Department of Financial Institutions upon Ross H. Wallace, President of Aetna Trust and Savings Company, by reading the same to and within the hearing of said Ross H. Wallace,

Charles L. Sumner, SHERIFF of

Marion County,

Per: John Brewington, Deputy.

August 3, 1933. Aetna Trust & Savings Company files waiver of right to enjoin Department of Financial Institutions from continued possession of property.

August 3, 1933. The undersigned Thomas D. Barr, shows to the court that pursuant to the authority vested in the Department of Financial Institutions under and by virtue of Article 2 of Part II of the Indiana Financial Institutions Act, approved February 24, 1933, and by virtue of the request of the Board of Directors of the Aetna Trust & Savings Company, duly passed on the 31st day of July 1933, the Department of Financial Institutions has taken possession of the Aetna Trust and Savings Company, a banking institution located in the City of Indianapolis, Marion County, State of Indiana, and has, pursuant to Section 44 of the aforementioned Act, posted a notice of the fact of possession at the main entrance of the principal place of business of said Trust Company and sent copies thereof to persons known to the Department to be holding property or credits of said trust company, and caused such notices to be served upon Ross H. Wallace, the President of said Trust Company, by the Sheriff of Marion County.



(Over)

The undersigned further shows that a copy of said notice was filed in the office of the Clerk of the Superior Court of Marion County, on the 1st day of August 1933, and that said matter has been docketed as a civil action in said Superior Court of Marion County, Room 1.

The undersigned further shows to the Court that he has heretofore on the first day of August 1933, been appointed as Special Representative of the Department of Financial Institutions which appointment is by virtue of the order of the Commission for Financial Institutions, a copy of which order is attached hereto, made part hereof, marked, Exhibit "A", and that he has filed his bond with said Department in the penal sum of \$50,000.00 with --- as surety thereon.

The undersigned further shows to the court that Leo M. Gardner, has heretofore, on the 1st day of August 1933, been appointed as attorney-at-law to represent the Department of Financial Institutions of the State of Indiana, and/or the undersigned, in all matters pertaining to the liquidation of the Aetna Trust and Savings Company, whether at law or in equity, and on all other matters on which advice of counsel may be needed, which appointment is by virtue of the order of the Commission for Financial Institutions, a copy of which is attached hereto, made part hereof, marked Exhibit "B". That a bond for said Attorney is not required by said Department.

Thomas D. Barr,
Special Representative.

STATE OF INDIANA]

SS:

COUNTY OF MARION]

Thomas D. Barr, being duly sworn upon his oath, says that he is the duly appointed, qualified and acting Special Representative of the Department of Financial Institutions of the State of Indiana; that he has read the foregoing petition, and that the matters and things therein set forth are true as he verily believes.

Thomas D. Barr.

Subscribed and sworn to before me this 2nd day of August, 1933.

Florence S. York, (LS)

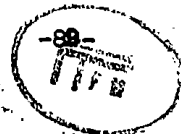
Notary Public.

My commission expires, June 20, 1937.

Feb. 6, 1934. Report of the discharge of Thomas D. Barr, as Special Representative effective on or after Feb. 1, 1934 and notice of the appointment of Carl A. Floch as Special Representative filed.

February 6, 1934. The Court finds that the allegations of the report are true and it is ordered that from and after February 1, 1934, all matters

(Over)



and things pertaining to said liquidation be attended to and discharged by Carl A. Ploch to the extent of his authorization by the Commission for Financial Institutions and until such time as such authorization shall be revoked by said Commission for Financial Institutions.

Order Book 528 page 436.

June 27, 1934.

PETITION OF WELLINGTON ESTATES REALTY COMPANY FOR CONVEYANCE OF TRUST PROPERTY.

The petitioner, Wellington Estates Realty Company, respectfully represents and shows to the court as follows:

That the petitioner was duly organized as a corporation for profit under the Acts of the General Assembly of the State of Indiana, of 1921 at page 93 thereof, on the 9th day of January 1923, for the purpose of acquiring and owning the beneficial interest in real estate situated in Marion County, Indiana, as hereinafter set forth.

That the length of life of petitioner, as provided in its articles of incorporation, was for a period of ten years from the date of its organization, and the petitioner is now a body corporate for the sole purpose of settling, disposing and conveying its property with full power to take the necessary and appropriate action therefor.

That on the 30th day of March 1926, the petitioner and the Aetna Trust and Savings Company entered into a written agreement and trust instrument whereby petitioner agreed to cause to be conveyed to the said company as Trustee, the following described real estate situated in Marion County, Indiana:

A parcel of ground in Section 35, in Township 17 North, of Range 3 East of the Second Principal Meridian, being portions of the South East Quarter of the North West Quarter of the north half of the South West Quarter of said Section and such parcel being more particularly described as follows, (subject however to all legal highways or rights of way) to-wit:

Beginning at the north west corner of the South West Quarter of said Section 35 aforesaid; and running thence south along and with the west line of said Section 943.50 feet to the middle line of a road; thence (assuming the west line of said Quarter Section to run north and south) running north 83° and 25 minutes east along and with the middle line of said road aforesaid 1428.50 feet to a point; thence south 88° and 15 minutes east along and with the middle line of said road aforesaid 423 feet to a point; thence south 82° 24 minutes east along and with the middle line of said road aforesaid 320 feet to a point; thence south 75° 9 minutes east along and with the middle line of said road aforesaid 125.30 feet to a point, which is in the middle line of

(Over)



Meridian Street, as dedicated in the Plat of "Meridian Hills", which appears of record in the office of Recorder of Marion County, Indiana, in Plat Book 16 at page 99 thereof; thence in a northeasterly direction along and with the middle line of said Meridian Street aforesaid 652.60 feet to a point; thence curving to the left along and with the arc of a circle having for its radius 150 feet for the distance of 220.90 feet to a point; thence in a northeasterly direction tangent to the said curving arc aforesaid 137.40 feet to a point; thence curving to the right along and with the arc of a circle having for its radius 546.40 feet for the distance of 516.30 feet to a point in the south line of the plat of "Meridian Hills" above referred to; thence west along and with the south line of said plat aforesaid 677.20 feet to a point in the west line of the east half of the North West 1/4 of said Section 35 aforesaid; thence south along and with the said line last mentioned 363.20 feet to the south east corner of the west 1/2 of the North West 1/4 of said Section 35 aforesaid; thence west along and with the south line of the west 1/2 of the North West 1/4 Section aforesaid 1339 feet to the place of beginning.

Subject to a dedication of 50 feet off the east side of said premises for a highway to be known as Meridian Street as shown by the plat of Meridian Hills.

Excepting the portion thereof heretofore conveyed by the grantor herein and described as follows:

Lots 5, 6, 7, 15 and 17 in Wellington Estates Addition to the city of Indianapolis, and

Lots 21, 25, 33, 36, 37, 43, 45, 46, 47 and 60 in Wellington Park Heights, a Subdivision of that part of Wellington Estates Addition to the city of Indianapolis, lying west of Illinois Street.

That the Aetna Savings and Trust Company, agreed, in consideration therefor, that whenever the petitioner or any person appointed by petitioner to sell said real estate should represent to the said company that any bona fide purchaser was entitled to a deed of conveyance covering any part of said real estate, said company, as said Trustee, would make and deliver its deed to such real estate to represented as sold to such purchaser.

That the Aetna Trust and Savings Company further agreed therein that whenever all of the preferred stock of the petitioner should be redeemed, it, as such Trustee, would execute and deliver unto the order of the petitioner a deed for all of the said real estate then remaining un conveyed;

That the said agreement and trust instrument was recorded in Miscellaneous Record Number 158,
(Over)



at page 488, in the office of the Recorder of Marion County, Indiana.

That pursuant to said agreement, the petitioner on the day aforesaid, caused to be conveyed to the Aetna Trust and Savings Company, as Trustee, the said real estate hereinabove described, the deed of conveyance for which was recorded in Deed Record 78 at page 69 in the office of the Recorder of Marion County, Indiana.

That all of the authorized and outstanding preferred stock of the petitioner has been redeemed by it and a proper certificate certifying such fact has been filed with the Secretary of State of Indiana, as required by law.

That the petitioner has designated in writing The Union Trust Company of Indianapolis, a trust Company duly qualified to exercise trust powers, as the successor trustee under the said agreement and trust instrument, and has duly directed and ordered the said Aetna Trust and Savings Company, as trustee, to convey the said described real estate, except such part as has been sold and conveyed by the said Trustee under the said trust instrument, to the said The Union Trust Company of Indianapolis, as successor trustee thereunder; that an executed copy of such written designation and order is attached hereto and made a part of this petition.

WHEREFORE, petitioner prays that the Department of Financial Institutions of the State of Indiana, be ordered and directed to convey, assign and deliver the said described real estate, except such part as has been heretofore conveyed as aforesaid, to The Union Trust Company of Indianapolis, Trustee.

SMITH, REMSTER, HORN BROOK & SMITH.

By, W. G. Sparks,
Attorneys for Petitioner.

STATE OF INDIANA

SS:

COUNTY OF MARION

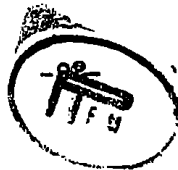
Charles Blizzard, being duly sworn says that he is the Secretary of Wellington Estates Realty Company, that he has read the foregoing petition and that the facts stated therein are true.

Charles Blizzard.

Subscribed and sworn to before me this 27th day of June 1934.

M. M. Corcoran, (LS)
Notary Public.

My commission expires: January 16, 1937.



(Over)

DESIGNATION OF SUCCESSOR TRUSTEE AND ORDER
TO CONVEY BY WELLINGTON ESTATES
REALTY COMPANY.

WHEREAS, the Wellington Estates Realty Company as beneficiary, and the Aetna Trust and Savings Company, as trustee, entered into a certain Trust Agreement under date of March 30, 1925, which Trust Agreement was recorded in Miscellaneous Record 158 at page 488, in the office of the Recorder of Marion County, Indiana, whereby the said trustee agreed to hold in trust for the said beneficiary certain real estate described in said Trust Agreement, and

WHEREAS, said Trust Agreement provided that whenever all of the preferred stock of the said beneficiary company should be redeemed, the said trustee would execute and deliver unto the order of the said beneficiary a deed for all of said real estate, then remaining unconveyed; and

WHEREAS, all of the authorized and outstanding preferred stock of the said beneficiary has been redeemed; and

WHEREAS, the said trustee is in liquidation under the direction and control of the Department of Financial Institutions of the State of Indiana, and the said beneficiary desires to designate The Union Trust Company of Indianapolis, as the successor trustee under said Trust Agreement and to order the said trustee to execute and deliver to the said The Union Trust Company of Indianapolis as Trustee, a deed for all of said real estate, now remaining unconveyed:

THEREFORE, Wellington Estates Realty Company, as beneficiary, hereby designates The Union Trust Company of Indianapolis, as the successor trustee under the said Trust Agreement and orders the said Aetna Trust and Savings Company and the Department of Financial Institutions of the State of Indiana, to convey, assign and deliver the said real estate to The Union Trust Company of Indianapolis, as Trustee. Dated June 25th, 1934.

WELLINGTON ESTATES REALTY COMPANY,--

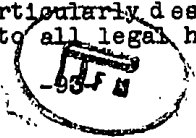
By, Frederic M. Ayres, President.

Attest: Charles Blizzard, Secretary.

June 27, 1934. ENTRY.

The Court having read said petition and heard evidence thereon and being duly advised in the premises, finds that the Aetna Trust and Savings Company owns and holds the legal title to the following described real estate, situated in Marion County, Indiana:

A parcel of ground in Section 35, in Township 17 North, of Range 3 East of the Second Principal Meridian, being portions of the South East Quarter of the North West Quarter of the north half of the South West Quarter of said Section, and such parcel being more particularly described as follows: (subject however to all legal highways or rights of way) to-wit:-

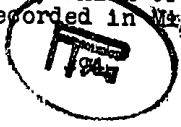


(Over)

Beginning at the north west corner of the South West Quarter of said Section 35 aforesaid; and running thence south along and with the west line of said Section 943.50 feet to the middle line of a road; thence (assuming the west line of said Quarter Section to run north and south) running north 83° and 25 minutes east along and with the middle line of said road aforesaid 1428.50 feet to a point; thence south 88° and 15 minutes east along and with the middle line of said road aforesaid 423 feet to a point; thence south 82° 24 minutes east along and with the middle line of said road aforesaid 320 feet to a point; thence south 75° 9 minutes east along and with the middle line of said road aforesaid 125.30 feet to a point which is in the middle line of Meridian Street, as dedicated in the plat of "Meridian Hills", which appears of record in the office of Recorder of Marion County, Indiana, in Plat Book 16 at page 99 thereof; thence in a northeasterly direction along and with the middle line of said Meridian Street aforesaid 652.60 feet to a point; thence curving to the left along and with the arc of a circle having for its radius 150 feet for the distance of 220.90 feet to a point; thence in a northeasterly direction tangent to the said curving arc aforesaid 137.40 feet to a point; thence curving to the right along and with the arc of a circle having for its radius 546.40 feet for the distance of 516.30 feet to a point in the south line of the plat of "Meridian Hills", above referred to; thence west along and with the south line of said plat aforesaid 677.20 feet to a point in the west line of the east half of the north west Quarter of said Section 35 aforesaid; thence south along and with the said line last mentioned 363.20 feet to the south east corner of the west half of the North West Quarter of said Section 35 aforesaid; thence west along and with the south line of the west half of the North West Quarter Section aforesaid 1339 feet to the place of beginning.

Subject to a dedication of 50 feet off the east side of said premises for a highway to be known as Meridian Street as shown by the plat of Meridian Hills.

Excepting the portion thereof heretofore conveyed by the grantor herein and described as follows: Lots 5, 6, 7, 15 and 17 in Wellington Estates Addition to the City of Indianapolis, and Lots 21, 25, 33, 36, 37, 43, 45, 46, 47 and 60 in Wellington Park Heights, a Subdivision of that part of Wellington Estates Addition to the city of Indianapolis, lying west of Illinois Street; in trust for the said Wellington Estates Realty Company under and by virtue of a trust instrument and a deed of trust, executed and delivered by the said Aetna Trust and Savings Company and the said Wellington Estates Realty Company, under date of March 30, 1925, which trust instrument and deed of Trust are recorded in Miscellaneous Record Number



(Over)

158 page 488, and Deed Record Number 78, at page 69 respectively, in the office of the Recorder of Marion County.

The Court further finds that by the terms and provisions of said trust instrument the said Aetna Trust and Savings Company agreed and bound itself to execute and deliver unto the order of the Wellington Estates Realty Company, a deed for all of said real estate, then remaining unconveyed, whenever all of the preferred stock of the said Wellington Estates Realty Company should be redeemed; the Court further finds that all of the authorized and outstanding preferred stock has been duly redeemed and that a proper certificate certifying such fact has been filed with the Secretary of State as required by law.

The Court further finds that the said Wellington Estates Realty Company has duly designated in writing The Union Trust Company of Indianapolis, as the successor trustee under the said Trust Instrument and Trust Deed, and has duly directed and ordered the said Aetna Trust and Savings Company as trustee, to convey the said described real estate, except such part as has been sold and conveyed by the said trustee under the said trust instrument, to the said The Union Trust Company of Indianapolis, as successor trustee, thereunder.

The Court further finds that The Union Trust Company of Indianapolis, is duly qualified to exercise trust powers.

The Court further finds that the Department of Financial Institutions of the State of Indiana should be ordered and directed to convey, assign and deliver said described real estate to the said The Union Trust Company of Indianapolis as the successor trustee designated as aforesaid.

IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED that the Department of Financial Institutions of the State of Indiana be, and the same hereby is, ordered and directed to convey, assign and deliver to The Union Trust Company of Indianapolis as Trustee, the said described real estate, and the said Department of Financial Institutions of the State of Indiana, be, and the same hereby is ordered and directed to execute any and all instruments necessary and appropriate for such conveyance, assignment and delivery.

Order Book 531 page 314.

BP



Deed Record
Town Lots
925 page 46
Nov. 26, 1934
Recorded
Nov. 27, 1934

96.

The Department of Financial
Institutions of the State
of Indiana, (official Seal)
By Richard A. McKinley, Director,
Attest: H.B. Wells, Secretary of
The Commission for Financial
Institutions.

Deed

to
The Union Trust Company of
Indianapolis, Indiana. *Trustee*

A parcel of ground in Section 35, in township 17 north, of range 3 east, of the Second Principal Meridian, being portions of the southeast quarter of the northwest quarter of the North half of the southwest quarter of said section, and such parcel being more particularly described as follows, (subject however, to all legal highways or rights of way to-wit:

Beginning at the northwest corner of the southwest quarter of said section 35, aforesaid; and running thence south along and with the west line of said section, 943.50 feet to the middle line of a road; thence (assuming the west line of said quarter section to run north and south) running north 83 degrees and 25 minutes east along and with the middle line of said road aforesaid, 1428.50 feet to a point; thence south 88 degrees and 15 minutes east along and with the middle line of said road aforesaid 423 feet to a point; thence south 82 degrees 24 minutes east along and with the middle line of said road, aforesaid, 320 feet to a point, thence south 75 degrees 9 minutes east along and with the middle line of said road aforesaid, 125.30 feet, to a point which is in the middle line of Meridian Street, as dedicated in the plat of "Meridian Hills", which appears of record in the office of the Recorder of Marion County, Indiana, in Plat Book 16 at page 99 thereof; thence in a northeasterly direction along and with the middle line of said Meridian Street, aforesaid, 652.60 feet to a point, thence curving to the left along and with the arc of a circle having for its radius 150 feet, for the distance of 220.90 feet, to a point, thence in a northeasterly direction tangent to the said curving arc aforesaid 137.40 feet to a point, thence curving to the right along and with the arc of a circle having for its radius 546.40 feet for the distance of 516.30 feet, to a point in the south line of the plat of "Meridian Hills" above referred to; thence west along and with the south



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line of said plat aforesaid 677.20 feet to a point in the west line of the east half of the northwest quarter of said section 35 aforesaid; thence south along and with the said line last mentioned 363.20 feet to the southeast corner of the west half of the northwest quarter of said section 35 aforesaid; thence west along and with the south line of the west half of the northwest quarter section aforesaid 1339 feet to the place of beginning.

Subject to a dedication of 50 feet off the east side of said premises for a highway to be known as Meridian Street as shown by the plat of Meridian Hills.

Excepting the portion thereof heretofore conveyed by the grantor herein and described as follows: Lots 5, 6, 7, 15 and 17 in Wellington Estates addition to the City of Indianapolis and Lots 21, 25, 33, 36, 37, 43, 45, 46, 47 and 60 in Wellington Park Heights, a Subdivision of that part of Wellington Estate Addition to the City of Indianapolis, lying west of Illinois Street:

To have and to hold the same in trust for the use and purposes set forth in the trust instrument hereinabove mentioned, with full power, however, to convey and transfer all or any part of said real estate and to make and execute all necessary deeds and instruments therefor.

(Deed Recites)

WHEREAS, under date of March 30, 1925, Wellington Estates Realty Company, Security Trust Company and the Continental National Bank of Indianapolis conveyed the fee simple title to the real estate hereinafter described to Aetna Trust and Savings Company, an Indiana Corporation, for the use and purposes expressed in the deed of conveyance therefor and the trust instrument executed by said Aetna Trust and Savings Company and Wellington Estates Realty Company under the same date, which deed of conveyance and trust instrument are recorded in Deed Record 78 page 69, and Miscellaneous Record 158 page 488 in the office of the Recorder of Marion County, Indiana, and

WHEREAS, the Department of Financial Institutions of the State of Indiana took possession of the business and property of the said Aetna Trust and Savings Company on or about August 1st, 1933, and has been in possession of such business and property for the



(over)

purpose of liquidating such company's
affairs ever since said date, and

WHEREAS, under date of June 25, 1934
Wellington Estates Realty Company, the sole
beneficiary under said trust duly designated
in writing The Union Trust Company of Indian-
apolis, as the successor trustee therein, and ✓
pursuant to a petition of said beneficiary
duly filed in Cause Number A-73266 in the
Superior Court of Marion County, the said
Court ordered and directed the Department of
Financial Institutions of the State of
Indiana, to convey and transfer the real
estate hereinafter described to The Union Trust
Company of Indianapolis, as the successor
trustee in said trust. ✓



97.

Louis C. Huesmann died testate September 30, 1926

Will Record
KK page 593
May 19, 1926
Probated
Oct. 5, 1926

98.

Louis C. Huesmann

Will

I, Louis C. Huesmann of the City of Indianapolis, Marion County, Indiana, do make, publish and declare the following to be my last will and testament, hereby revoking all former wills by me at any time made.

Item 1. I direct that all my just debts and funeral expenses be paid by my executor, herein-after named, as soon after my death as practicable.

Item 2. I give, devise and bequeath to my son, Louis M. Huesmann, my watch and chain, jewelry and other personal effects.

Item 3. I give, devise and bequeath to James B. Ross, II, the sum of \$100.00.

Item 4. I give, devise and bequeath to my namesake, Louis C. Wilson, the sum of \$100.00.

Item 5. I give, devise and bequeath to Eva B. Day the sum of \$500.00.

Item 6. I give, devise and bequeath to my secretary, Edith M. Dickover, the sum of \$2,000.00.

Item 7. I give, devise and bequeath to my brother-in-law, Dr. John A. MacDonald, the sum of \$1,000.00.

Item 8. I give, devise and bequeath to Mrs. Emma Ferrabee the sum of \$300.00.

Item 9. I give, devise and bequeath to my nephew, Fielding L. Huesmann, the sum of \$300.00.

Item 10. I give, devise and bequeath to my niece, Eliza Young Davis, the sum of \$300.00

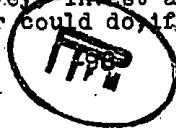
Item 11. I give, devise and bequeath to Walter K. Smith the sum of \$500.00.

Item 12. I give, devise and bequeath to Mary Ames Fitzgerald the sum of \$500.00.

Item 13. I give, devise and bequeath all, or any unpaid portion of my estate note for \$25,000.00 to the James Whitcomb Riley Memorial Hospital for Children.

Item 14. After the payment and discharge of the foregoing items numbered from one to thirteen inclusive, I give, devise and bequeath all the rest and residue of my estate of every kind and character, and wherever situated to the Union Trust Company of Indianapolis, Trustee, in trust subject to the following uses and purposes, that is to say:

(a) I direct that my said Trustee shall have the full, absolute and unconditional management and control of my said estate with full power to sell and convey, invest and re-invest, as fully as I might or could do, if living.



(over)

(b) I direct my said Trustee to make no claim of ownership or control over any of the household furniture, furnishings or library, as all such property is the sole and separate property of my wife, Mary R. Huesmann.

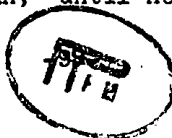
(c) I direct my said Trustees to keep my estate to invested as to produce the best income consistent with absolute safety and after the payment of all taxes, assessments, insurance, repairs and all other expenses in connection with my said estate, including the reasonable compensation of the Trustee, to disburse the net income arising therefrom as follows:

1st. To pay to my niece, Loury S. Gorringe, during her lifetime, the sum of \$75.00 per month, and at her death such monthly payments to be reduced to the sum of \$25.00 per month and to be paid to my nephew, Walter S. Gorringe, during his lifetime.

2nd. To pay to my sister-in-law, Amy B. Huesmann, of Ann Arbor, Michigan, the sum of \$75.00 per month for and during the period of her natural life.

3rd. Of the remaining net income from my said estate I direct my said Trustee to pay to my wife, Mary R. Huesmann, or for her use and benefit, the one-third part thereof in regular monthly installments and in addition to the foregoing provisions, for the benefit of my wife, I direct my said Trustee to allow her to have the use and occupancy of our home without any expense to her of taxes, repairs or upkeep, so long as she shall live, or desire to live, in said home. At her death, or whenever she shall decline to occupy said home, I direct that the same shall be given to my son, Louis M. Huesmann, and for the purpose of such transfer to my son Louis M. Huesmann, I give and grant to my said Trustee full power and authority to make such transfer and authorize said Trustee to give good title and fee simple to my said son, Louis M. Huesmann, to the said home.

4th. The balance of the net income from my said estate I direct my said Trustee to pay in monthly installments to my son, Louis M. Huesmann, during the lifetime of my wife, and upon the death of my said wife, all the payments of income herein provided for her benefit shall thereafter be paid to my said son, Louis M. Huesmann, until he shall arrive at the



(over)

age of forty years, at which time this trust is to end and my said son to become the absolute owner of all the estate then in the hands of my said Trustee, except so much thereof as may be necessary to continue the payments of the monthly annuities hereinbefore provided for my niece, nephew and sister-in-law, if all or any of said beneficiaries are living at the time of my said son arriving at the age of forty years. Provided, however, that if at the time my said son shall arrive at the age of forty years, his mother is still living, then and in that case this trust is to continue in full force until the death of my wife, at which time it shall end.

5th. If my said son shall die prior to the death of my wife, or after the death of my said wife and prior to his arriving at the age of forty years and shall leave a widow and child or children surviving him, then I direct that the income provided herein for my said son shall be paid one third to such widow and the remaining two thirds to such surviving child or children during their minority, and at their arriving at the age of 25 years such child or children shall inherit the fee simple title of all my estate then in the hands of my said Trustee, subject only to the life estates hereinbefore provided for my wife, my niece, my nephew and my sister-in-law.

6. If my said son, however, shall die prior to the death of my wife leaving neither widow or child or children surviving him, then in that case I direct that my said Trustee shall make the following distribution from my trust estate then in its hands. It shall pay to my sister-in-law, Amy B. Huesmann, or her heirs if she be dead, the sum of \$5,000.00, to Walter K. Smith or his heirs, if he be dead, the sum of \$5,000.00 to Mary Ames Fitzgerald or her heirs, if she be dead, the sum of \$5,000.00 to Fielding L. Huesmann, my nephew, or his heirs if he be dead, the sum of \$5,000.00, to Walter S. Gorringe, if he be living, the sum of \$1,000.00, to Loury S. Gorringe, my niece, if she be living, the sum of \$5,000.00, to be held in trust for her by the Union Trust Company, Indianapolis, Indiana, they to invest and re-invest it for her benefit, she to receive the income from the same in quarterly installments during her lifetime; to Eliza Young Davis, my niece, or her heirs, if she be dead, the sum of \$5,000.00, to Dr. John A. MacDonald, my brother-in-law, or his heirs



(over)

if he be dead, the sum of \$5,000.00, to my secretary, Edith M. Dickover, if she be living, the sum of \$5,000.00 to the Butler University of Indianapolis the sum of \$5,000.00, the balance of my trust estate shall be held by said Trustee for the benefit of my said wife and monthly payments hereinbefore provided for for my niece, nephew and sister-in-law, until the death of my said wife, and upon the death of my said wife, and my family thereby becoming extinct, it is my will, and I so direct that my said Trustee shall pay over all of my said estate then in its hands to the persons only mentioned in this the 6th Clause of Item 14 of this my last will and testament, dividing my said estate among them in the proportion that each of their said bequests in said Clause 6th bear to the total value of my said trust estate.

Item 15th. I suggest that my Trustee use their own judgment in regard to the sale of any shares of capital stock that I hold in the Central Supply Co. and the Indianapolis Belting & Supply Co., of Indianapolis, Indiana, the Knapp Supply Co., of Union City, Indiana, and the Sciota Valley Supply Co. and the Ross-Willoughby Co., both of Columbus, Ohio, and that in the sale of any shares of the capital stock in these various companies mentioned, that the interests of my son Louis M. Huesmann be taken into consideration and his interests protected as far as possible.

Item 16. I direct that this, my last will and testament be carried out as I have directed and if any beneficiary contest this will that he or she be cut off from any provisions that may have been made for him or her.

Item 17. I nominate and appoint the Union Trust Company of Indianapolis, Indiana, as my Executor and Trustee of this, my last will and testament.

IN WITNESS WHEREOF; I have hereunto set my hand and seal this 19th day of May 1926.

Louis C. Huesmann.

Signed, sealed, published and declared by the said Louis C. Huesmann as and for his last will and testament in our presence and signed by us as witnesses thereto at his request and in his presence and in the presence of each other the day and year last above written.

Carl C. Weiland,
John F. Werner.



Will Record
KK page 642

99.

IN THE MATTER OF THE ESTATE
OF LOUIS C. HUESMANN, deceased.

ELECTION

Election by Widow to Take under Law.

The undersigned widow of Louis C. Huesmann, deceased, late of Indianapolis, Marion County, Indiana, who died testate and whose last will and testament has been duly admitted to Probate and record in the Probate Court of said County and State, hereby elects as such widow to hold and retain her rights under the statutes of descent and other laws of the State of Indiana, to all the property, both real and personal of which her said husband died seized, notwithstanding the terms of his will, and she refuses to accept any devise or provision whatsoever made by said will in her favor for or in lieu of her right as widow in and to his estate. And she requests that she have and receive from said estate such property as is allowed to widows under the laws of the State of Indiana.

Mary MacDonald Huesmann.

STATE OF INDIANA, MARION COUNTY, SS:

On this 3rd day of October 1927, personally appeared before me the undersigned, a Notary Public in and for said County and State, Mary M. Huesmann, widow of Louis C. Huesmann, deceased, to me well known, and having had fully explained to her the contents of the foregoing instrument, acknowledged that she executed the same as her voluntary act and deed.

Witness my hand and seal at Indianapolis, Indiana, this the date last above written,

Florence Gerth, (L^S)

Notary Public.

My commission expires February 8, 1931.

PROBATE COURT OF MARION COUNTY.

Estate Docket
75 page 25130

100.

Louis C. Huesmann

Estate

October 5, 1926 Will Probated in Open Court.
Oath and acceptance filed and The Union Trust
Co. appointed Executor. Order Book 103 page 98.

October 26, 1926 Proof of Publication of
Notice of Appointment filed.

October 4, 1927 Election of widow to take
under the law filed.

January 10, 1928, Final report filed.



(over)

February 1, 1928 Proof of Publication of Final Notice filed.

February 11, 1928, Proof of Posting Final Notice filed. Final Report approved and Estate closed. Order Book 112 page 115.

PROBATE COURT OF MARION COUNTY

Estate Docket
75 page 25130

IN THE MATTER OF THE ESTATE
OF LOUIS C. HUESMANN, DECEASED.

102.

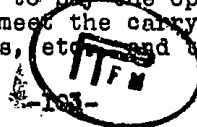
Final report filed in the above estate January 10, 1928, recites in part as follows:

Balance on hand for distribution \$316,617.06

The undersigned Executor further shows that among the assets of said estate is a 1/3 interest in the outstanding common stock of the Wellington Estates Realty Company, which outstanding common stock totals 800 shares of the par value of \$100.00 each, that there were listed in the inventory on file with this court 200 shares of said stock, which shares were appraised at the total value of \$3,000.00, whereas, the estate is the owner of 266 2/3 shares of said stock; that Certificate No. 2 for one share, Certificate No. 7 for 148 shares and Certificate No. 12 for 50 shares standing in the name of the decedent were deposited by said decedent prior to his death with The Union Trust Company of Indianapolis as collateral security for a note held by said bank against said Wellington Estates Realty Company and that a renewal note but upon which neither the decedent nor his estate is the endorser, being still outstanding, the said stock is not now in the possession of this executor; that said estate also has a 1/3 interest in Certificate No. 5 for four shares standing in the name of the Bankers Investment Company as qualifying shares for use so long as the preferred stock of said company is outstanding and which issue was sold by said Bankers Investment Company and the 1/3 interest in Certificate No. 13 for 50 shares, certificate No. 14 for 119 2/10 shares and Certificate No. 15 for 29 8/10 shares which stock is now in the possession of Oscar Schmidt, one of the stockholders of said Wellington Estates Realty Company.

That said Wellington Estates Realty Company is the owner of a tract of unimproved real estate which it has subdivided into lots for the purpose of re-sale; that, in order to finance said company, preferred stock was issued, which preferred stock is redeemable serially, and also loans were procured from banks; that the current income is not sufficient to pay the operating expenses and, in order to meet the carrying charges such as interest, taxes, etc., and the redemption of

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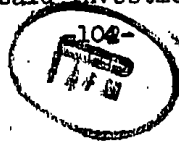


the preferred stock, the stockholders of said Company have been called upon to meet such charges pro rata; that the undersigned Executor has made the following payments for said purpose:

Vch.No.

111.	Oct. 9, 1926, Oscar C. Schmidt, payment of 1/4 dividend on preferred stock of Wellington Estates Realty Co.	\$ 309.37
112	Oct. 30, 1926 Oscar C. Schmidt, 1/4 of second installment 1925 taxes, Wellington Estates Realty Company	219.85
113	Nov. 22, 1926 Continental Nat'l Bank, decedent's 1/3 part of note held by said Bank, Wellington Estates Realty Company	4,000.00
	Nov. 22, 1926 Oscar Schmidt, reimbursement for 1/3 payment of advancement made by him to Wellington Estates Realty Company	1,333.33
114.	Jan. 8, 1927, One third of amount necessary to retire \$10,000 of preferred stock of Wellington Estates Realty Co.	3,333.33
115.	June 29, 1927 Decedent's 1/3 on account of dividends advanced on prefd. stock of Wellington Estates Realty Company	366.67
116.	Oct. 6, 1927 Decedent's 1/3 part of dividend on preferred stock, Wellington Estates Realty Company	366.66
116	October 6, 1927 Oscar Schmidt, reimbursement of advancements made during the year 1927 for Wellington Estates Realty Company	246.57
	TOTAL	\$10,175.78

That, by making the payments aforesaid in the redemption of the preferred stock and the outstanding notes, the value of the common stock of said company owned by decedent's estate has increased proportionately with said payments and that said payments are herein treated by the under signed executor as additional investments and credit is herein claimed for the said sum of \$10,175.78 and the \$3,000.00 appraised value for 200 shares or a total of \$13,175.78 which said sum represents the investment of 266 2/3 shares of the common stock of the Wellington Estates Realty in lieu of the 200 shares listed in the inventory on file with this court at \$3,000.00 and that the undersigned Executor now asks the approval of this court of its action herein in making the aforesaid investment.



(over)

That there now remains for distribution, after the payment of all debts and pecuniary legacies the sum of \$316,617.06 that Mary M. Huesmann, the surviving widow of the decedent, having elected to take her portion of said estate under the law in lieu of her rights and interest under decedent's will, she is entitled to 1/3 of the personalty remaining after the payment of debts, and that, to arrive at her interest, there must be added to the aforesaid sum of \$316,617.06 the sum of \$5600.00, which represents the pecuniary legacies already deducted, and that part of the inheritance tax paid to the State of Indiana, which was assessed against the interests of Loury S. Gorringer, Amy B. Huesmann and Louis M. Huesmann, but which tax is payable out of the property transferred and which tax, to-wit: \$7,657.01 has been deducted in arriving at said sum of \$316,617.06; that said Mary M. Huesmann is, therefore, entitled to 1/3 of \$329,617.07, which amount is the sum of \$316,617.06, \$5600.00 and \$7,657.01, or \$109,958.02; that said Mary M. Huesmann has for valuable consideration assigned and transferred all her right, title and interest in the estate of the said Louis C. Huesmann, deceased, to The Union Trust Company of Indianapolis, as Trustee, and that said assignment is attached herewith and made a part hereof, and that the difference between the amount for distribution, to-wit: \$316,617.06 and \$109,958.02 (the interest of the said Mary M. Huesmann) or \$206,659.04 represents the rest and residue of decedent's estate to which The Union Trust Company of Indianapolis, as Trustee, is entitled under the last will and testament of the decedent. That the said sum of \$316,617.06 remaining for distribution consists of the following, to-wit:

	Appraised Value
266 2/3 shs. Com. stock, Wellington Estate Realty Co. (With other personalty)	\$13,175.78
TOTAL	\$ 316,617.06

That in order to effect a fair and equitable distribution of said securities in kind, the undersigned Executor has secured the consent and approval of Mary M. Huesmann, the beneficiary under the assignment to The Union Trust Company of Indianapolis, Trustee and Louis M. Huesmann, the beneficiary of the residue of the income of the residuary estate devised and bequeathed to The Union Trust Company of Indianapolis, Trustee, under the terms of decedent's last will and testament, to make distribution in the following manner, and that,

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pursuant to said consent and approval, the said Executor has assigned and transferred in final settlement of the estate of said decedent, the cash, stocks, notes and securities aforesaid in the manner following, to-wit:

To The Union Trust Company of Indianapolis Trustee, on account of the assignment to it of all the right, title and interest of said Mary M. Huesmann in decedent's estate:

Appraised value

Wellington Estates Realty Company, Common stock, Certificate #7.	66 shares out of 148	
	23 shares out of 13, 14, 15	
Total	89 shares	<u>\$4,397.49</u>

(With other personalty)

Total \$109,958.02

To The Union Trust Company of Indianapolis, Trustee under the last will and testament of Louis C. Huesmann, deceased.

Appraised value

Wellington Estates Realty Company common stock.		
Certificate #7	82 shares out of 148	
Certificate #2	for 1 share,	
Certificate #12	for 50 shares	
	43 1/3 shares out of 13, 14, 15.	
Certificate #5	1/3 int. on 4 shares	
Total	\$177 2/3 shares	<u>\$ 8,778.29</u>

(With other personalty)

Total \$206,659.04

That Vouchers Nos. 117 and 118 are filed herewith showing said distribution and the said Executor now asks the court to approved, ratify and confirm the assignment and transfer by it of the aforesaid securities to The Union Trust Company of Indianapolis, Trustee, and to The Union Trust Company of Indianapolis, Trustee under the will of said decedent.

Said executor further shows that the estate tax due the United States Government has been paid and that payment of the inheritance taxes imposed upon the beneficiaries under decedent's will by the State of Indiana has been made and that, with respect to the pecuniary legacies and the portion of decedent's estate taken by Mary M. Huesmann under the law, such payments have been deducted from the said legacies before said legacies were transferred and delivered to the respective beneficiaries, but that, with respect to the Indiana Inheritance Tax imposed upon the

(over)



contingent interests of Loury S. Gorringe, Amy B. Huesmann and Louis M. Huesmann, which taxes by law are to be paid out of the property transferred, said taxes were paid by said Executor out of the corpus of the estate and no charge thereof made against the interests of the said Loury S. Gorringe, Amy B. Huesmann and Louis M. Huesmann in the income of said estate, and that the said Executor now asks the approval of this court for its action in making the aforesaid payments from the corpus of the estate without requiring any contribution from the said beneficiaries out of the income of the estate to which they are severally entitled.

Attached to said Final report is the approved and consent of Louis M. Huesmann and Mary M. Huesmann to the distribution made by the said Executor and also attached to said final report is the following:

ASSIGNMENT:

KNOW ALL MEN that I, Mary MacDonald Huesmann, of the City of Indianapolis, Marion County, Indiana, for valuable consideration, do hereby transfer and assign to The Union Trust Company of Indianapolis, as Trustee, all my right, title and interest in the estate of Louis C. Huesmann, deceased, late of Marion County, Indiana, and all interest of every nature therein and thereunder that I now have or may hereafter acquire or become vested with.

In Witness Whereof, I have hereunto set my hand and seal this 4th day of January 1928.

Mary MacDonald Huesmann, (Seal)

Witness: Louis M. Huesmann.

Administrators Report Record 75 page 563-576.
February 11, 1928. Final Entry.

The court having examined said report and being sufficiently advised in the premises, finds that more than one year has elapsed since the granting of letters testamentary in said estate and the giving of notice thereof, and that all of decedent's debts, bequests and legacies have been fully paid and discharged and that said estate has been fully settled and administered upon in accordance with the provisions of the last will and testament of said decedent as shown by said report and vouchers filed therewith.

The court further finds that Mary M. Huesmann, the surviving widow of said decedent, within the time allowed by court, filed her election to take under the law in lieu of the provisions made for her under decedent's last will and testament, and that thereby she became entitled to receive and hold as her own 1/3 of the residuary estate of said

(Over)



decedent remaining after payment of debts and costs of administration, and that the trust created by said will continues as to the 2/3 interest in said estate for the benefit of the several parties in said will provided; that during the period of administration, a 1/3 part of the income from the estate in the hands of said Executor was paid to the said Mary M. Huesmann who was, by virtue of her election to take under the law, entitled to a 1/3 part of the assets of said estate but which assets had not been distributed to her until the end of the period of administration.

The court further finds that the said Mary M. Huesmann, for valuable consideration, has transferred and assigned all her right, title and interest in said estate to The Union Trust Company of Indianapolis, as Trustee.

The court further finds that, among the assets of said estate, are shares of the common stock of the Wellington Estates Realty Company, which stock in part was deposited by the decedent in his lifetime as collateral security for loans made by banks to said company and which stocks are still deposited in bank as collateral security, that, in addition to outstanding loans against said company, there is an issue of preferred stock which matures serially; that the income of said company is not sufficient to pay taxes, interest, charges, preferred stock dividends and the payment of notes and to redeem said preferred stock as it becomes due, and that the common stockholders of said company, in order to protect their respective interests therein, are forced to make contributions pro rata to meet such charges and that the undersigned Executor's pro rata contribution was the sum of \$10,175.78, that by making such payment or contribution, the value of the common stock of said company owned by the decedent's estate has increased proportionately with said payments and that said payments have been treated by this Executor in its accounts heretofore filed as additional investments of the funds of said estate.

The court further finds that the inheritance taxes imposed by the State of Indiana upon the persons beneficially interested to receive said estate have been paid, that the taxes imposed upon the pecuniary legacies have been deducted from the said legacies by the said Executor before making payment thereof, and that the taxes upon the property transferred in trust wherein the interests or estates of the transferees are dependent upon contingencies or conditions whereby they may be wholly or in part defeated, were paid out of the funds of said estate.



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The court further finds that decedent's estate has an interest in a life insurance policy for \$5,000.00 issued by the Northwestern Mutual Life Insurance Company upon the life of one William G. Wentworth, which policy was assigned to the decedent in his lifetime subject to an outstanding loan in favor of said Insurance Company, and that The Union Trust Company of Indianapolis, as Trustee under the assignment to it by Mary M. Huesmann of all her right, title and interest in said decedent's estate, is entitled to a 1/3 part of the value of said insurance policy, and The Union Trust Company of Indianapolis, Trustee under the will of the decedent, is entitled to the remaining two thirds' interest therein.

The court further finds that, after the payment of the specific legacies, the remainder of said estate consisting of cash, stocks, notes and securities, was transferred and assigned as follows:

To The Union Trust Company of Indianapolis, Trustee, on account of the assignment to it of all the right, title and interest of said Mary M. Huesmann in decedent's estate.
(As set out in above final report.)

To The Union Trust Company of Indianapolis, Trustee, under the last will and testament of Louis C. Huesmann, deceased.
(as set out in above final report.)

And the court now allows the credits claimed by said Executor in its said account, including the amounts claimed for expenses of administration, and now fully approves, ratifies and confirms the assignment and transfer of said cash, stocks, bonds and notes to The Union Trust Company of Indianapolis, Trustee on account of the assignment to it by Mary M. Huesmann of all her right, title and interest in said decedent's estate, and To The Union Trust Company of Indianapolis, Trustee under the last will and testament of Louis C. Huesmann, deceased.

And the court now approves and confirms the action of the said Executor in making payments to the Wellington Estates Realty Company as set out in said report and that such payments constitute additional investments of the funds of the estate.

And the court now approves and confirms the action of the Executor in its payment of the Indiana Inheritance Tax upon the property transferred in trust wherein the interests of the transferees are dependent upon contingencies

(over)



or conditions whereby they may be wholly or in part defeated, out of the corpus of the estate.

And the court now finds that said Executor has fully accounted for the surplus of said estate found chargeable against it and now in all things approves, ratifies and confirms its said account in final settlement and the acts of said Executor as by it reported.

And it is further and finally ordered by the court that said Executor be and now is released and discharged as Executor of the last will and testament of said decedent and that said estate be and the same is adjudged fully administered upon and finally settled.

Order Book 112 page 115.

PROBATE COURT OF MARION COUNTY.

Trust Docket
2 page 548
Filed
Oct. 22, 1927

102.

In Re Trust Under Estate Petition for
of Louis C. Huesmann, deceased Appointment of
Trustee.

To The Hon. Mahlon E. Bash, Judge of said Court:
The Union Trust Company of Indianapolis, respectfully reports and shows to the court that said decedent died on the 30th day of September 1926, testate; that, in his last will and testament, The Union Trust Company of Indianapolis was named as Executor and was also named therein as Trustee of his residuary estate: That more than one year has elapsed since the granting of letters of administration on said estate and that the said The Union Trust Company of Indianapolis has discharged practically all of its duties and obligations as Executor of the estate of said decedent and is ready to take upon itself its duties as Trustee as named in said will.

WHEREFORE, it now asks the court to appoint it as Trustee in conformity with the provisions of the last will and testament of said decedent so that it may receive from itself as Executor the funds of said decedent and hold the same as Trustee.

ALL OF WHICH IS RESPECTFULLY SUBMITTED.

The Union Trust Company of Indianapolis,

By M.M. Dunbar,

Vice President.

Subscribed and sworn to before me this 22nd day of October 1927.

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

My commission expires March 26, 1928.

October 22, 1927 Entry: The court having

(over)



inspected said petition and being sufficiently advised, finds that the matters and things stated therein are true and that the prayer thereof should be granted.

It is therefore ordered by the court that said The Union Trust Company of Indianapolis be and it is hereby appointed Trustee under the last will and testament of Louis C. Huesman-, deceased, in accordance with the terms of said will.

And comes said Trust Company, by M. M. Dunbar, its Vice-President, and duly qualifies as such Trustee by taking oath and filing acceptance of said trust and a trustee's certificate is now issued herein. Order Book 113 page 12.

June 28, 1946. Final report filed and approved.
July 17, 1946 Trust filed.

Deed Record
972 page 492
July 1, 1937
Recorded
July 2, 1937
108.

Special
Warranty Deed

The Union Trust Company
of Indianapolis, Trustee,
(Corp Seal) under Deed
executed by The Department
of Financial Institutions
of The State of Indiana,
date of November 26, 1934,
Recorded in Town Lot Record
925 page 46 in The Recorder's
office of Marion County,
Indiana,
By Arthur V. Brown, President,
Attest: Hiram W. McKee,
Asst. Secretary.

to
Frederic M. Ayres, an
undivided 3/9 of all of
the real estate hereinafter described:

to
Oscar Schmidt, an undivided 3/9 of
all of the real estate hereinafter
described;

to
The Union Trust Company of Indianapolis,
Trustee under Last will and testament
of Louis C. Huesmann, deceased, an
undivided 2/9 of all of the real estate
hereinafter described;

to
The Union Trust Company of Indianapolis, Trustee
under an agreement with Mary Huesmann,
an undivided 1/9 of all of the real
estate hereinafter described.

Lots 1, 2, 3, 4, 8, 9, 10, 11, 12, 13, 14
and 16 in Wellington Estates Addition to the City
of Indianapolis, according to plat thereof
recorded in Plat Book 20 page 12 in the Recorder's

(over)



Office in Marion County, Indiana, subject to the conditions, provisions, limitations and restrictions contained in the plat of said Wellington Estates as recorded in Plat Book 20 page 12 in the Recorder's office of Marion County, Indiana, and also;

Lots 18, 19, 20, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 34, 35, 38, 39, 40, 41, 42, 44, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, and 74 in Wellington Park Heights, an Addition to the City of Indianapolis, according to plat thereof recorded in Plat Book 21 page 15 in the office of the Recorder of Marion County, Indiana, subject to the conditions, provisions, limitations and restrictions contained in the plat of said Wellington Park Heights as recorded in Plat Book 21 page 15 in the office of the Recorder of Marion County, Indiana.

Together with any other real estate, if any included in said deed to the Grantor herein recorded in Town Lot Record 925 page 46 in the Recorder's office of Marion County, Indiana, which has not been conveyed and may not be included in the real estate above described.

Subject, however, to all unpaid taxes. It is the intention of the grantor and of the grantees herein that by the execution of this deed said trust is terminated.

(Grantor warrants against own acts only.)

Examined and approved in Open Court
2nd day of July 1937.

Smiley N. Chambers, Judge of the
Probate Court of Marion County, Indiana.

PROBATE COURT OF MARION COUNTY.

Cause #3201
Filed
July 2, 1937
Order Book
176 page 71.

104.

Frederick M. Ayres,
Oscar Schmidt,
vs.

The Union Trust Company of
Indianapolis, Trustee under
deed executed by The Department
of Financial Institutions of
the State of Indiana, under date
of November 26, 1934 Recorded in
Town Lot Record 925, page 46 in
the Recorder's office of Marion
County, Indiana, The Union Trust
Company of Indianapolis, Trustee
under last will and testament of
Louis C. Huesmann, deceased,

Complaint for
Partition of
Real Estate.



(over)

The Union Trust Company of
Indianapolis, Trustee under
an agreement with Mary Huesmann,
Alma H. Ayres,

The plaintiffs Frederic M. Ayres and Oscar Schmidt, complaining of the Defendants, for complaint, complain and allege that the plaintiffs, Frederic M. Ayres and Oscar Schmidt, and the defendants, The Union Trust Company of Indianapolis Trustee under last will and testament of Louis C. Huesmann, deceased, which will is of record in Will Record KK page 593, in the office of the Clerk of the Probate Court of Marion County, Indiana, and The Union Trust Company of Indianapolis, Trustee under an agreement with Mary Huesmann, which agreement was in writing and was entered into on the 4th day of January 1928, are the equitable owners in the proportions herein alleged of the following described real estate in Marion County, State of Indiana, to-wit:

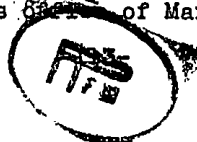
Lots 1, 2, 3, 4, 8, 9, 10, 11, 12, 13, 14, 16 in Wellington Estates Addition to the City of Indianapolis, according to plat thereof recorded in Plat Book 20, page 12 in the Recorder's office of Marion County, Indiana, and also

Lots 18, 19, 20, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 34, 35, 38, 39, 40, 41, 42, 44, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74 in Wellington Park Heights, an Addition to the City of Indianapolis, according to plat thereof recorded in Plat Book 21 page 15 in the office of the Recorder of Marion County, Indiana.

The plaintiffs further allege that each of said lots in Wellington Estates Addition is subject to the conditions, provisions, limitations and restrictions contained in the plat of said Wellington Estates as recorded in Plat Book 20 page 12 in the Recorder's office of Marion County, Indiana.

The plaintiffs further allege that each of said lots in Wellington Park Heights is subject to the conditions, provisions, limitations and restrictions contained in the plat of said Wellington Park Heights as recorded in Plat Book 21 page 15 in the office of the Recorder of Marion County, Indiana.

The plaintiffs further allege that each of said lots hereinbefore described is a part of the real estate described in the articles of incorporation of Wellington Estates Realty Company recorded in Misc. Record 134, page 16 in the Recorder's office of Marion County, Indiana,



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and that each of said lots hereinbefore described is also a part of the real estate described in deed executed by the Department of Financial Institutions of the State of Indiana under date of the 26th day of November 1934, to the Defendant, The Union Trust Company of Indianapolis, Trustee, recorded in Town Lot Record 925, page 46 in the Recorder's Office of Marion County, Indiana.

Plaintiffs further allege that the plaintiff, Frederic M. Ayres, is the equitable owner of an undivided $\frac{3}{9}$ of all of said real estate hereinbefore described, subject, however to the payment of certain debts which the Wellington Estates Realty Company owed at the time its corporate existence terminated on the 9th day of January 1933.

Plaintiffs further allege that the plaintiff, Oscar Schmidt, is the equitable owner of an undivided $\frac{3}{9}$ of all of said real estate hereinbefore described, subject, however to the payment of certain debts which the Wellington Estates Realty Company owed at the time its corporate existence terminated on the 9th day of January 1933.

Plaintiffs further allege that the Defendant, The Union Trust Company, Trustee under last will and testament of Louis C. Huesmann, deceased, is the equitable owner of an undivided $\frac{2}{9}$ of all of said real estate hereinbefore described, subject, however to the payment of certain debts which the Wellington Estates Realty Company owed at the time its corporate existence terminated on the 9th day of January 1933.

Plaintiffs further allege that the defendant, The Union Trust Company, Trustee under an agreement with Mary Huesmann, is the equitable owner of an undivided $\frac{1}{9}$ of all of said real estate hereinbefore described, subject, however to the payment of certain debts which the Wellington Estates Realty Company owed at the time its corporate existence terminated on the 9th day of January 1933.

The interests of said plaintiffs and Defendant owners are also subject to the claim of said defendant, The Union Trust Company of Indianapolis, Trustee under deed executed by the Department of Financial Institutions of the State of Indiana, under date of November 26, 1934, recorded in Town Lot Record 925, page 46 in the Recorder's office of Marion County, Indiana, for certain advances made by said defendant as such Trustee to pay taxes and other expenses of said trust, as hereinafter alleged.



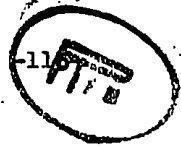
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The plaintiffs further allege that said Plaintiffs, Frederic M. Ayres and Oscar Schmidt, and said defendants, The Union Trust Company of Indianapolis, Trustee under last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee under an agreement with Mary Huesmann, each acquired title to their undivided interests in said real estate from the same source, as hereinafter alleged, to-wit:

Plaintiffs further allege that the Wellington Estates Realty Company was a corporation organized under the laws of the State of Indiana, according to its articles of incorporation dated January 9, 1923 and recorded January 9, 1923 in Misc. Record 134, page 16 in the Recorder's office of Marion County, Indiana, that the term of existence of said corporation was fixed by Article 8 of its articles of incorporation which reads as follows:

The length of the life of the corporation is from the date of its incorporation to and including the 9th day of January 1933, and such term shall not be extended without the consent of all the preferred stockholders.

Plaintiffs further allege that the corporate existence of said Wellington Estates Realty Company was never extended; that said Wellington Estates Realty Company expired by limitation of its articles of incorporation on the 9th day of January 1933, that at the time of the expiration of said corporation, as above alleged, all of the preferred stock issued by said Wellington Estates Realty Company had been fully redeemed and retired; that at the time of the expiration of said corporation, as above alleged, the plaintiff, Frederic M. Ayres, owned 3/9 of all of the common capital stock of said company issued and outstanding; that said plaintiff, Oscar Schmidt, owned 3/9 of all of the common capital stock of said company issued and outstanding; that the defendant, The Union Trust Company of Indianapolis, Trustee under last will and testament of Louis C. Huesmann, deceased owned 2/9 of all of the common capital stock of said company issued and outstanding; that the defendant, The Union Trust Company of Indianapolis, Trustee under an agreement with Mary Huesmann, owned 1/9 of all of the common capital stock of said Company issued and outstanding; that at the expiration of the period allowed by law for the purpose of liquidating its affairs and distributing its assets to the stockholders, said corporation was the owner of the equitable title of the real estate hereinbefore described, and owed certain



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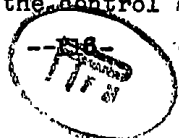
indebtedness to some of its stockholders as hereinafter set out; that by reason thereof, the plaintiffs, Frederic M. Ayres and Oscar Schmidt, and the defendants, The Union Trust Company of Indianapolis, Trustee under last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee under an agreement with Mary Huesmann, whom these plaintiffs allege were still the owners of all of the outstanding common capital stock of said corporation, became the equitable owners in the proportions herein alleged of all of the real estate hereinbefore described.

Plaintiffs further allege that the defendant, Alma H. Ayres, is the wife of the plaintiff, Frederic M. Ayres, and as such has an inchoate right or interest in his part of said real estate; that the plaintiff, Oscar Schmidt, is an unmarried man.

Plaintiffs further allege that at the time of the expiration of the term and existence of said corporation and at the time of the expiration of the period allowed by law for the purpose of liquidating its affairs and distributing its assets to the stockholders, said corporation owed no debts and had no creditors of any kind and character, except that said corporation owed some of its stockholders certain amounts, which amounts, including interest at the rate of 6% per annum, from date of the various advancements to July 1, 1937, are as follows, to-wit:

1. To the plaintiff, Frederic M. Ayres \$36,927.76
2. To the defendant, The Union Trust Company of Indianapolis, Trustee under last will and testament of Louis C. Huesmann, deceased \$23,402.04
3. To the defendant, The Union Trust Company of Indianapolis, Trustee under an agreement with Mary Huesmann \$11,700.94.

The plaintiffs further allege that at the time of the expiration of said Wellington Estates Realty Company as a corporation, the legal title to all of said real estate above described was vested in Aetna Trust and Savings Company, Trustee under deed dated March 30, 1925 and recorded on March 31, 1925 in Land Record 78 page 69 in the Recorder's office of Marion County, Indiana, that said Aetna Trust and Savings Company, named as Trustee in said deed, went into liquidation on the 1st day of August 1933, under the control and jurisdiction



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of the department of Financial Institutions of the State of Indiana, and that under deed executed by the Department of Financial Institutions of the State of Indiana, under date of November 26, 1934, which deed is recorded in Town Lot Record 925 page 46 in the Recorder's office of Marion County, Indiana, said Department of Financial Institutions, under proper order of the Superior Court of Marion County, Indiana, in Cause #A-73266, conveyed to the Defendant, The Union Trust Company of Indianapolis, Trustee all of the real estate hereinbefore described, as successor Trustee to said Aetna Trust and Savings Company, above referred to in deed recorded in Land Record 78 page 69 in the Recorder's office of Marion County, Indiana, for the purpose of completing the trust hereby created.

The plaintiffs further allege that a certain trust agreement made and entered into on the 30th day of March 1925 between said Wellington Estates Realty Company and said Aetna Trust and Savings Company, which trust agreement was recorded in Misc. Record 158 page 488 in the Recorder's office of Marion County, Indiana, specifically provided that said trust should expire and terminate when all of the preferred stock of said Wellington Estates Realty Company was paid, redeemed and retired, and that said Aetna Trust and Savings Company, as such Trustee, should execute and deliver unto the order of said Wellington Estates Realty Company a deed or deeds for all of said real estate then remaining unconveyed.

Plaintiffs further allege that all of the preferred stock of said Wellington Estates Realty Company was redeemed and retired, as shown by certificate executed by the Secretary of State of the State of Indiana under date of the 26th day of March 1929 and recorded in Misc. Record 209 page 88 in the Recorder's office of Marion County, Indiana.

The plaintiffs further allege that said Plaintiffs, Frederic M. Ayres and Oscar Schmidt, and said defendants, The Union Trust Company of Indianapolis, Trustee under last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee under an agreement with Mary Huesmann, are now entitled to have said The Union Trust Company of Indianapolis, Trustee, as successor Trustee to said Aetna Trust and Savings Company under said deed executed by the Department of Financial Institutions of the State of Indiana under date of November 26, 1934, recorded in Town Lot



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Record 925 page 46 in the Recorder's office of Marion County, Indiana, convey all of said real estate above described and remaining unconveyed to said equitable owners, as hereinbefore alleged, according to their several undivided interests, as hereinbefore alleged and as follows, to-wit:

To the Plaintiff, Frederic M. Ayres, an undivided 3/9 thereof;

To the Plaintiff, Oscar Schmidt, an undivided 3/9 thereof;

To the defendant, The Union Trust Company of Indianapolis, Trustee under last will and testament of Louis C. Huesmann, deceased, an undivided 2/9 thereof.

To the defendant, The Union Trust Company of Indianapolis, Trustee under an agreement with Mary Huesmann, an undivided 1/9 thereof, and said Plaintiffs are entitled to an adjudication that when said The Union Trust Company of Indianapolis, Trustee makes such conveyance, as herein prayed for, that said trust as to the real estate so conveyed shall terminate and cease.

The plaintiffs further allege that they are each entitled to partition of said real estate and entitled to have their respective undivided interests, as herein alleged, set off to them in severalty.

The plaintiffs further allege that said real estate is not susceptible of division, nor a ny part thereof, and cannot be partitioned among the respective owners without damage to the owners thereof, that said premises will have to be sold.

The plaintiffs further allege that after the execution of the deed to The Union Trust Company of Indianapolis, Trustee, said defendant, The union Trust Company of Indianapolis, Trustee under said deed executed by the Department of Financial Institutions of the State of Indiana, under date of November 26, 1934, recorded in Town Lot Record 925, page 46 in the Recorder's office of Marion County, Indiana, in order to protect said trust property, made certain advancements to pay taxes and expenses of said trust, and that said advancements, together with interest at six per per cent per annum thereon from the several dates of said advancements to July 1, 1937, now amount to \$1754.85 which amount, the plaintiffs allege should be paid in full out of the proceeds of the sale or sales of said real estate or any part thereof, after the payment of the cost of this proceeding, and before anything is paid on other claims, or any amount is paid to the owners of said real estate.



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The plaintiffs further allege that after said defendant, The Union Trust Company of Indianapolis, Trustee under deed executed by the Department of Financial Institutions of the State of Indiana, under date of November 26, 1934, recorded in Town Lot Record 925 page 46, in the Recorder's office of Marion County, Indiana, has been fully paid said amount above set out, so advanced by it for taxes and other expenses of said trust, together with six per cent interest thereon from date of July 1, 1937, then said plaintiff, Frederic M. Ayres, and said defendant, The Union Trust Company of Indianapolis, Trustee under last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee under an agreement with Mary Huesmann, are entitled to be paid out of the proceeds of the sale or sales of said real estate the following amounts, together with interest thereon from the 1st day of July 1937, to-wit:

To the Plaintiff, Frederic M. Ayres,
\$36,927.76.

To the Defendant, The Union Trust Company of Indianapolis, Trustee under last will and testament of Louis C. Huesmann, deceased, \$23,402.04.

To the defendant, The Union Trust Company of Indianapolis, Trustee, under an agreement with Mary Huesmann, \$11,700.94.

Which amounts should be paid to them pro rata without preference or priority of the one over the other, and before the payment of any amounts whatsoever to the owners of said real estate.

The plaintiffs further allege that all proceeds remaining after the payment in full of the costs of this proceeding, taxes, expenses of said trust, and of all of said debts and claims against said Wellington Estates Realty Company, together with interest thereon, should be divided according to the interests of the plaintiffs and the defendant owners as hereinbefore alleged.

WHEREFORE, the plaintiffs pray that said plaintiffs, Frederic M. Ayres and Oscar Schmidt, and that said defendants, The Union Trust Company of Indianapolis, Trustee under last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee under an agreement with Mary Huesmann, be adjudged the owners of said real estate in the proportions herein alleged, subject only to the payment of the claims and debts herein alleged together with interest thereon, and that said plaintiffs may have partition of said real estate, and that a Commissioner be appointed by this court to make sale or sales of said real estate and pay and

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distribute the proceeds thereof according to the interests of the parties hereto, as hereinbefore alleged, and for all other proper relief.

Samuel Ashby,
Attorney for Plaintiff;
Frederic M. Ayres and
Oscar Schmidt.

July 2, 1937, Answer: The Defendant, The Union Trust Company of Indianapolis, Trustee under deed executed by the Department of Financial Institutions of the State of Indiana, under date of November 26, 1934, recorded in Town Lot Record 925 page 46 in the Recorder's office of Marion County, Indiana, for answer to the Plaintiffs' complaint, admits that the facts alleged in said complaint are true, and that this defendant received title to the real estate described in the plaintiffs' complaint by deed executed by the Department of Financial Institutions of the State of Indiana, under date of the 26th day of November 1934, which deed is of record in Town Lot Record 925, page 46 in the Recorder's office of Marion County, Indiana, as successor Trustee to Aetna Trust and Savings Company, Trustee, under deed executed by Wellington Estates Realty Company and others to said Aetna Trust and Savings Company, Trustee under date of March 30, 1925, which deed is of record in Land Record 78 page 69 in the Recorder's office of Marion County, Indiana, and that the terms and conditions under which said Aetna Trust and Savings Company, Trustee held said real estate were also covered by a certain trust agreement made and entered into by and between said Wellington Estates Realty Company and said Aetna Trust and Savings Company, Trustee under date of the 30th day of March 1925, which agreement is of record in Misc. Record 158 page 488 in the Recorder's office of Marion County, Indiana, that under the terms of said deed and said trust agreement, said trust was to expire and terminate when all of the preferred stock of said Wellington Estates Realty Company was fully paid and redeemed, and said Trustee was obligated to execute and deliver to said Wellington Estates Realty Company a deed or deeds for all of the remaining unsold lots, and this Trustee is now ready and willing to convey all of said unsold real estate to the Plaintiffs, Frederic M. Ayres and Oscar Schmidt, and to the defendants, The Union Trust Company of Indianapolis, Trustee under last will and testament of Louis C. Huesmann deceased and The Union Trust Company of Indianapolis, Trustee

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under an agreement with Mary Huesmann, under the conditions alleged in the Plaintiffs' complaint if and when the court finds and adjudges that the facts alleged in the plaintiffs' complaint are true, and that said Plaintiffs and said defendants are the owners of said real estate, as alleged in said complaint, subject only to the payment of the debts of said Wellington Estates Realty Company, as set out in said complaint.

Frank Seidensticker,
Attorney for the defendant, The Union Trust Company of Indianapolis, Trustee under deed executed by the Department of Financial Institutions of the State of Indiana, under date of November 26, 1934, recorded in Town Lot Record 925 page 46 in the Recorder's office of Marion County, Indiana.

July 2, 1937, Answer. The defendant, The Union Trust Company of Indianapolis, Trustee under last will and testament of Louis C. Huesmann, deceased, for answer to the Plaintiffs' complaint admits that the facts alleged in said complaint are true, and that the respective interests of the plaintiffs and the defendants are correctly alleged in the plaintiffs' complaint, and that said real estate is not susceptible of partition, and that a commissioner should be appointed to sell said real estate, as prayed for in the plaintiffs' complaint.

Frank Seidensticker,
Attorney for the defendant,
The Union Trust Company of
Indianapolis, Trustee under
last will and testament of
Louis C. Huesmann, deceased.

July 2, 1937. Answer . The defendant, The Union Trust Company of Indianapolis, Trustee under an agreement with Mary Huesmann, for answer to the plaintiffs' complaint, admits that the facts alleged in said complaint are true, and that the respective interests of the plaintiffs and defendants are correctly alleged in the plaintiffs' complaint, and that said real estate is not susceptible of partition, and that a Commissioner should be appointed to sell said real estate, as prayed for in the plaintiffs' complaint.

Frank Seidensticker,
Attorney for the Defendant,
The Union Trust Company of
Indianapolis, Trustee under
an agreement with Mary Huesmann.



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July 2, 1937, Answer. The defendant, Alma H. Ayres hereby waives the issuance and service of summons in the above entitled cause, and for answer to the Plaintiffs' complaint, admits that she is the wife of the plaintiff, Frederic M. Ayres, and agrees that said real estate described in said complaint is indivisible, and hereby consents that said real estate should be sold by a commissioner appointed by this court, and that any and all deeds made by such commissioner shall have the same force and effect, so far as this defendant is concerned, as if she had joined her husband, the plaintiff, Frederic M. Ayres, in the execution of said deed or deeds.

Alma H. Ayres.

July 2, 1937 Decree. This cause now being at issue is submitted to the court for trial, finding and judgment, without the intervention of a jury, and the court, having heard the evidence and being duly advised in the premises finds for the plaintiffs that the allegations contained in their complaint are true; that the Defendant, The Union Trust Company of Indianapolis, Trustee under deed executed by the Department of Financial Institutions of the State of Indiana under date of November 26, 1934, recorded in Town Lot Record 925, page 46 in the Recorder's office of Marion County, Indiana, acquired title to all of the real estate described in Plaintiffs' complaint and described as follows, to-wit:

Lots 1, 2, 3, 4, 8, 9, 10, 11, 12, 13, 14, 16 in Wellington Estates Addition to the City of Indianapolis, according to plat thereof recorded in Plat Book 20, page 12 in the Recorder's office of Marion County, Indiana, and also

Lots 18, 19, 20, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 34, 35, 38, 39, 40, 41, 42, 44, 48, 49, 50, 51, 52, 53, 54, 55, 58, 57, 58, 59, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, and 74 in Wellington Park Heights, an Addition to the City of Indianapolis, according to plat thereof recorded in Plat Book 21, page 15 in the office of the Recorder of Marion County, Indiana.

Which deed was executed by the Department of Financial Institutions of the State of Indiana under date of November 26, 1934 to the Union Trust Company of Indianapolis, Trustee, in the matter of the liquidation of the Aetna Trust and Savings Company named as Trustee in a deed executed by Wellington Estates Realty Company and others to the Aetna Trust and Savings Company, Trustee under date of March 30, 1925 for all of the real estate described in plaintiffs' complaint, which deed is of record in Land Record 78 page 69 in



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the Recorder's office of Marion County, Indiana; that the terms governing the title of said Aetna Trust and Savings Company, Trustee are shown by a certain trust agreement made and entered into by and between said Wellington Estates Realty Company and said Aetna Trust and Savings Company, Trustee, under date of the 30th day of March 1925 which trust agreement is of record in Misc. Record 158 page 488 in the Recorder's office of Marion County, Indiana, that said trust agreement specifically provided that whenever all of the preferred stock of said Wellington Estates Realty Company was paid and redeemed, said trust should terminate, and said Trustee should execute and deliver to the order of said Wellington Estates Realty Company a deed for all of said real estate then remaining unconveyed.

The court further finds that all of the preferred stock of said Wellington Estates Realty Company was fully paid and redeemed before the 28th day of March 1929.

The court further finds that at the time of the expiration of the corporate life of said Wellington Estates Realty Company on the 9th day of January 1933, the plaintiff, Frederic M. Ayres, was the owner of 3/9 of all of the shares of common capital stock of said corporation issued and outstanding; that the plaintiff, Oscar Schmidt, was the owner of 3/9 of all of the shares of common capital stock of said corporation issued and outstanding; that the Defendant, The Union Trust Company of Indianapolis, Trustee under last will and testament of Louis O. Huesmann, deceased was the owner of 2/9 of all of the shares of common capital stock of said corporation issued and outstanding; that the defendant, The Union Trust Company, Trustee, under an agreement with Mary Huesmann, was the owner of 1/9 of all of the shares of common capital stock of said corporation issued and outstanding; and as such stockholders became the equitable owners of all of said real estate described in said deed to said The Union Trust Company of Indianapolis, Trustee of record in Town Lot Record 925, page 46 in the Recorder's office of Marion County, Indiana, subject only to the payment of the indebtedness of said Wellington Estates Realty Company, and had the right to have said The Union Trust Company of Indianapolis, Trustee convey said title to all of said unconveyed real estate to them according to their several interests, and the court now finds that said The Union Trust Company of Indianapolis Trustee, now appears in court and tenders its

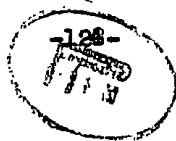


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deed for all of said real estate unconveyed to said plaintiffs Frederic M. Ayres and Oscar Schmidt, and to said defendants, The Union Trust Company of Indianapolis, Trustee, under last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee under an agreement with Mary Huesmann, according to their several interests, as hereinbefore found, which deed is now examined and approved by the court, and the approval of the court is now endorsed thereon in open court and said deed is now delivered to said grantees.

The court further finds that said The Union Trust Company of Indianapolis, as such Trustee under said deed executed by the Department of Financial Institutions of the State of Indiana, under date of November 26, 1934, recorded in Town Lot Record 925 page 46 in the Recorder's office of Marion County, Indiana, advanced, for and on behalf of said trust estate, certain amounts, which with interest to July 1, 1937, amounts to \$1754.85 and is entitled to payment in full of said amount together with 6% per annum from July 1, 1937 out of the proceeds of the sale of said real estate before the payment of any amount whatever to other creditors or the owners of said real estate.

The court further finds that at the time of the expiration of said Wellington Estates Realty Company as a corporation, all of its preferred stock had been fully paid, redeemed and retired, and at the time there was no preferred stock outstanding; that said corporation owed no debts and had no creditors of any kind or character whatsoever, except that said corporation owed to the plaintiff, Frederic M. Ayres, various amounts, which with 6% interest, from the date such advancements were made to July 1, 1937, amounts to \$36,927.76; and the court further finds that said corporation owed to the defendant, The Union Trust Company of Indianapolis, Trustee under last will and testament of Louis C. Huesmann, deceased, various amounts, which with 6% interest from the date such advancements were made to July 1, 1937, amounts to \$23,402.04 and the court further finds that said corporation owed to the defendant, The Union Trust Company of Indianapolis, Trustee under an agreement with Mary Huesmann, various amounts, which with 6% interest from the date such advancements were made to July 1, 1937, amounts to \$11,700.94, that before the owners of said



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real estate are to be paid anything, the court finds that said payments to said plaintiff, Frederic M. Ayres, and to said defendant, The Union Trust Company of Indianapolis, Trustee under last will and testament of Louis C. Huesmann, deceased, and to said defendant, The Union Trust Company of Indianapolis, Trustee under an agreement with Mary Huesmann should be paid together with 6% interest per annum thereon from date of July 1, 1937, pro rata, according to their rights, without any preference or priority of the one over the other.

The court further finds that said plaintiffs, Frederic M. Ayres and Oscar Schmidt, and said defendants, The Union Trust Company of Indianapolis, Trustee under last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee under an agreement with Mary Huesmann, are entitled to have said real estate partitioned,

The court further finds, from the evidence and by consent of the parties, that said real estate cannot be divided, as aforesaid, without damage to the owners thereof, and that said real estate should be sold by parcels or parcel, and the proceeds of such sales distributed in accordance with the rights and interests of the parties in and to said real estate as the same are herein found and determined.

It is therefore considered, adjudged and decreed by the court that the Defendant, The Union Trust Company of Indianapolis, Trustee under deed executed by the Department of Financial Institutions of the State of Indiana, under date of November 26, 1934, recorded in Town Lot Record 925 page 46 in the Recorder's office of Marion County, Indiana, is entitled to be paid, out of the proceeds of the sale or sales of said real estate, said sum of \$1754.85 together with 6% interest per annum thereon from July 1, 1937 after the payment of the costs of this proceeding, before the payment of any other sum whatsoever.

It is further considered and decreed by the court that the plaintiff, Frederic M. Ayres, is entitled to be paid, out of the proceeds of the sale or sales of said real estate, said sum of \$36,927.76 together with 6% interest per annum thereon from July 1, 1937, that the defendant, The Union Trust Company of Indianapolis, Trustee under last will and testament of Louis C. Huesmann, deceased, is entitled to be paid out of the proceeds of the sale or sales of said real estate, said sum of \$23,402.04 together with 6% interest per annum thereon from July 1, 1937, that the defendant, The Union Trust Company of Indianapolis, Trustee under an agreement with

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Mary Huesmann, is entitled to be paid, out of the proceeds of the sale or sales of said real estate, said sum of \$11,700.94 together with 6% interest per annum thereon from July 1, 1937, said payments to the plaintiff, Frederic M. Ayres and to the defendant, The Union Trust Company of Indianapolis, Trustee under last will and testament of Louis C. Huesmann, deceased, and to the defendant, The Union Trust Company of Indianapolis, Trustee under an agreement with Mary Huesmann, to be made pro rata without preference or priority of the one over the other, and shall be paid in full with interest before the payment of any amounts whatsoever to the owners of said real estate.

It is further considered, adjudged and decreed by the court, that the plaintiff, Frederic M. Ayres, is the owner in fee simple of an undivided $\frac{3}{9}$ of all of said real estate described in the plaintiffs complaint and described in this decree; that the plaintiff, Oscar Schmidt, is the owner in fee simple of an undivided $\frac{3}{9}$ of all of said real estate described in the plaintiffs' complaint and described in this decree; that the defendant, The Union Trust Company of Indianapolis, Trustee under last will and testament of Louis C. Huesmann, deceased, is the owner in fee simple of an undivided $\frac{2}{9}$ of all of said real estate described in the plaintiffs' complaint and described in this decree, and that the defendant, The Union Trust Company of Indianapolis, Trustee under an agreement with Mary Huesmann, is the owner in fee simple of an undivided $\frac{1}{9}$ of all of said real estate described in the plaintiffs' complaint and described in this decree, all as above found and set forth or in the proceeds derived from the sale or sales of said real estate after the payment in full with interest of each of the above and foregoing amounts ordered to be paid, and partition thereof, in accordance with the foregoing findings is now awarded and adjudged between them.

It is further adjudged and decreed that said real estate is not susceptible of partition without damage to the owners thereof.

It is therefore further ordered and adjudged by the court that said real estate, after being duly appraised as provided by law, be sold by a commissioner appointed for that purpose, at private sale or sales for not less than the full appraised value thereof, and upon the following terms and conditions:

For cash, or at least $\frac{1}{3}$ of the purchase price in cash and the balance of the purchase price payable in cash in two equal installments



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due in one and two years after date of sale respectively, evidenced by the notes of the purchaser bearing 6% interest per annum from date, waiving relief, providing for attorney's fees, and secured by a mortgage on the real estate sold; or said commissioner shall have the power and right to sell said real estate or any part thereof under contract, and retain title thereto until the full amount of the purchase price is paid, but no contract of sale shall be made for less than 1/3 of the purchase price in cash, and the balance of the purchase price to be paid in cash within two years after date of sale, with interest at the rate of 6% per annum from date of sale, in such installments as may be agreed upon, and all sales under contract shall be made subject to taxes becoming a lien after the date of sale.

It is further ordered by the court that all of said lots in Wellington Estates Addition shall be sold subject to the conditions, provisions limitations and restrictions contained in the plat of said Wellington Estates as recorded in Plat Book 20, page 12 in the Recorder's office of Marion County, Indiana.

It is further ordered by the court that all of said lots in Wellington Park Heights shall be sold subject to the conditions, provisions, limitations and restrictions contained in the plat of said Wellington Park Heights as recorded in Plat Book 21 page 15 in the office of the Recorder of Marion County, Indiana.

It is further ordered by the court that notice of the time and place of sale shall be given by one publication thereof in some daily newspaper printed and published in the City of Indianapolis, Marion County, Indiana, and that said publication shall be at least five days before the day of such sale, and that said notice shall provide that if said real estate or any part thereof is not sold on the day named in said notice, said sale shall continue from day to day thereafter until all of said real estate is sold, and upon any such sale being made and confirmed, all claims of title in and to said real estate held by and of said owners thereof shall be as effectually barred as if said parties had themselves executed a conveyance thereof to the purchaser.

The court now appoints The Union Trust Company of Indianapolis, a commissioner thereof, to make sale or sales of said real estate in accordance with the foregoing order without the execution of any bond, and said Commissioner is



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directed to have an appraisement made of said real estate, and thereupon proceed to the execution of the foregoing order for the sale or sales of said real estate.

It is further considered, adjudged and decreed by the court that all of said real estate shall be sold by said Commissioner free and clear of the claims of said defendant, The Union Trust Company of Indianapolis, Trustee under deed executed by the Department of Financial Institutions of the State of Indiana, under date of November 26, 1934, recorded in Town Lot Record 925 page 46 in the Recorder's office of Marion County, Indiana, and of said plaintiff, Frederic M. Ayres, and of said defendants, The Union Trust Company of Indianapolis, Trustee under last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee under an agreement with Mary Huesmann, and their claims shall be transferred to the funds arising from the sale or sales of said real estate or any part thereof.

It is further ordered and adjudged by the Court and by agreement of the parties, that said Commissioner be and it is hereby authorized out of the proceeds from the sale or sales of said real estate or any part thereof, to pay from time to time the taxes becoming due on any of said real estate remaining unsold.

It is further considered and adjudged by the court that the plaintiffs recover a reasonable amount as fee for the services of their attorney in this proceeding to be hereafter determined by the court, and it is considered and adjudged that the parties hereto pay said attorney's fees and costs, and the costs of this proceeding, including the services of the attorney to the Commissioner, in proportion to their interests as herein found.

Said commissioner is hereby ordered from time to time to make due report to this court of its proceedings and of each sale of said real estate made by it under this order and time is given, and now said The Union Trust Company of Indianapolis appears and accepts said trust and qualifies as said commissioner.

Order Book 176 page 71.



(Over)

August 13, 1937, INVENTORY AND APPRAISEMENT
OF REAL ESTATE TAKEN BY THE UNION TRUST
COMPANY OF INDIANAPOLIS, COMMISSIONER
IN THE ABOVE ENTITLED CAUSE:

An Inventory and appraisement of certain real estate situate in Marion County, Indiana, said inventory taken by The Union Trust Company of Indianapolis, Commissioner in the above entitled cause, and at the request of said commissioner, appraised by Leo H. McAllister and John J. Broden, two disinterested and reputable householders of the neighborhood where said real estate is situated. 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 by The Union Trust Company of Indianapolis Commissioner in the above entitled cause, being the real estate described in the Commissioner's Inventory hereto annexed, do solemnly swear that we will honestly appraise the same at its vair cash value, so help us God.

Leo H. McAllister,
John J. Broden.

Subscribed and sworn to before me this 2nd day
of July A. D. 1937.

M. D. Larsh, (LS)
Notary Public

My commission expires April 15, 1939.

(over)



INVENTORY AND APPRAISEMENT.

Description of Lands	Appraised value.
Lot 66 in Wallington Park Heights, an Addition to the City of Indianapolis, according to plat recorded in Plat Book 21 page 16 in the Recorder's office of Marion County, Indiana.	\$1,750.00
(Other Real estate and Other appraisements.)	
Total Appraised value	\$126,610.00

The foregoing appraisal made by
us this 2nd day of July 1937.

Leo H. McAllister,
John J. Ebdon,

Appraisers.

Attest: The Union Trust Company
of Indianapolis,
By Arthur V. Brown, President,
Commissioner

August 13, 1937. Proof of Publication of
Notice of sale of real estate filed.



(over)

December 5, 1940, Alma H. Ayres, Executrix of last will and testament of Frederic M. Ayres, deceased, and Alma H. Ayres, widow and legatee, devisee and Trustee under last will and testament of Frederic M. Ayres, deceased, and Lyman S. Ayres, Anne Ayres Taylor and Frederic M. Ayres, Jr. children of Frederic M. Ayres, deceased, and legatees and devisees under the last will and testament of Frederic M. Ayres, deceased, file their verified petition in the above entitled cause for substitution of themselves as Co-plaintiffs, in the name, place and stead of the plaintiff Frederic M. Ayres, now deceased.

Petition recites amongst other things that the Petitioners, Alma H. Ayres, Executrix of last will and testament of Frederic M. Ayres, deceased, and Alma H. Ayres, widow, and legatee, devisee and Trustee under last will and testament of Frederic M. Ayres, deceased, and Lyman S. Ayres, Anne Ayres Taylor and Frederic M. Ayres, Jr., children of Frederic M. Ayres, deceased and legatees and devisees under the last will and testament of Frederic M. Ayres, deceased, represents and show that the plaintiff, Frederic M. Ayres, died testate on the 15th day of May, 1940, and by his said Will appointed the Petitioner, Alma H. Ayres, as Executrix, and devised to her a life estate in all of his property, both real estate and personal property, with full power to sell the fee simple thereof.

Also sets out Item 2 and Item 6 of the last will and testament of said Frederic M. Ayres, deceased.

Comes now Oscar Schmidt, Plaintiff, by Samuel Ashby, his attorney, and come also Alma H. Ayres, Executrix of last will and testament of Frederic M. Ayres, deceased, in person and by Samuel Ashby, her attorney, and Alma H. Ayres, widow, and legatee, devisee and trustee under last will and testament of Frederic M. Ayres, deceased, in person and by Samuel Ashby, her attorney; and come also Lyman S. Ayres, Anne Ayres Taylor and Frederic M. Ayres, Jr., children of Frederic M. Ayres, deceased, and legatees and devisees under the last will and testament of Frederic M. Ayres, deceased, in person and by Samuel Ashby, their attorney, and come also The Union Trust Company of Indianapolis, Trustee under deed executed by the Department of Financial Institutions of the State of Indiana, under date of November 26, 1934, recorded in Town Lot Record 925, page 46 in the Recorder's office of Marion County, Indiana, and The Union Trust Company of Indianapolis, Trustee, under last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee, under an agreement with Mary Huesmann and Alma H. Ayres, defendants in the above entitled cause, by Frank Seidensticker, their attorney, and the petition for substitution of Alma H. Ayres, Executrix of last will and testament of Frederic M. Ayres, deceased, and Alma H. Ayres, widow and legatee, devisee and trustee under last will and testament of Frederic M. Ayres, deceased and Lyman S. Ayres, Anne

Ayres Taylor and Frederic M. Ayres, Jr., children of Frederic M. Ayres, deceased, and legatees and devisees under the last will and testament of Frederic M. Ayres, deceased, as co-plaintiffs in the name, place and stead of the plaintiff, Frederic M. Ayres, now deceased, is now filed in open court, which petition is in words and figures as follows, to wit: (Here insert), and now, without the intervention of a jury, said petition is, by agreement of the parties, submitted to the court for trial, finding and judgment.

And the court after hearing the evidence, finds that the allegations of said petition are true and that said plaintiff, Frederic M. Ayres, died testate on the 15th day of May, 1940, and that his last will and testament was duly probated in the Probate Court of Marion County, Indiana in Will Record BBB pages 530 to 534; that the Petitioner, Alma H. Ayres, is the duly qualified and acting executrix of the last will and testament of said Frederick M. Ayres, deceased; that the Petitioner, Alma H. Ayres, is the widow, and legatee, devisee and trustee under the last will and testament of Frederic M. Ayres, deceased; that the petitioners, Lyman S. Ayres, Anne Ayres Taylor and Frederic M. Ayres, Jr. are the children of Frederic M. Ayres, deceased, and legatees and devisees under the last will and testament of Frederic M. Ayres, deceased; that the petitioners, Alma H. Ayres, Executrix of last will and testament of Frederic M. Ayres, deceased, and Alma H. Ayres, widow and legatee, devisee and trustee under last will and testament of Frederick M. Ayres, deceased, and the Petitioners, Lyman S. Ayres, Anne Ayres Taylor and Frederic M. Ayres, Jr., children of Frederic M. Ayres, deceased, and legatees and devisees under the last will and testament of Frederic M. Ayres, deceased, are entitled to be substituted as co-plaintiffs in this cause in the name, place and stead of the plaintiff, Frederic M. Ayres now deceased; that by Item Two of said will said testator, Frederic M. Ayres, willed, bequeathed and devised a life estate to his wife, Alma H. Ayres, in all of his real estate and personal property remaining after Item One of said will was complied with, and by the express provisions of Item Six of said will vested in said Alma H. Ayres, his widow, as legatee, devisee and trustee, full power and authority to sell any and all property, both real estate and personal property, in which she might receive a life estate under Item Two of his will, for such price and on such terms as she would deem best, without any obligation whatsoever on the purchaser of any such property to see to the application of the purchase price paid for such property.

(over)



The court further finds that by its decree and judgment of partition made and entered on July 2, 1937 this court finally found and determined that the real estate described in the complaint in the above entitled cause and in the decree made and entered therein was indivisible, and appointed The Union Trust Company of Indianapolis, Commissioner in partition to make sale of all of said real estate under the terms and provisions set out in said decree; that at the time of the death of said Frederic M. Ayres on the 15th day of May, 1940 there remained unsold of said real estate so ordered sold by said Commissioner the following described real estate in Marion County, State of Indiana, to wit:

Lots 8, 11, 12 and 13 in Wellington Estates Addition to the City of Indianapolis, according to plat thereof recorded in Plat Book 20 page 12 in the Recorder's office of Marion County, Indiana; and also,

Lots 18, 19, 20, 22, 23, 24, 31, 32, 34, 35, 38, 39, 40, 41, 42, 44, 48, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73 and 74 in Wellington Park Heights, an Addition to the City of Indianapolis, according to plat thereof recorded in Plat Book 21 page 15 in the office of the Recorder of Marion County, Indiana.

The court further finds that the force and effect of a completed sale by said Commissioner under said decree and judgment of partition of the Probate Court of Marion County in the above entitled cause made and entered on July 2, 1937, is an equitable conversion to personal property of the interest of said Frederic M. Ayres in all of the real estate so sold under said decree and judgment of partition, including all of said real estate hereinbefore described.

The court further finds that said decree in partition of the real estate described therein limited and restricted the right of said plaintiff, Frederic M. Ayres, to receive his proportionate part of the purchase money which might be derived from the sale of said real estate, according to the terms of said decree. The court further finds that the rights of said Petitioner, Alma H. Ayres, Executrix of last will and testament of Frederic M. Ayres, deceased, and the Petitioner Alma H. Ayres, widow, and legatee, devisee and trustee under last will and testament of Frederic M. Ayres, deceased, and the rights of the petitioners, Lyman S. Ayres, Anne Ayres Taylor and Frederic M. Ayres, Jr., children of Frederic M. Ayres, deceased, and legatees and devisees under the last will and testament of Frederic M. Ayres, deceased, are also limited and restricted to the right to receive that portion of the proceeds which may be derived from the sale of said real estate by said Commissioner which would have been paid to the plaintiff said Frederic M. Ayres, under and by virtue of said decree, if he were living, according to their respective rights as legatees and devisees under the will of said Frederic M. Ayres, deceased.

(over)



The court further finds that the Petitioners herein, and the plaintiff Oscar Schmidt, and the defendants are entitled to have all of the real estate described in said decree of partition, which remained unsold on the 15th day of May 1940, sold by said The Union Trust Company of Indianapolis, Commissioner, under and pursuant to the terms of said decree, and upon the notice heretofore given, and without giving any other or further notice; that, until the final settlement of the estate of said Frederic M. Ayres, said petitioner, Alma H. Ayres, as such Executrix, is entitled to have and receive from said Commissioner all of the money that would have been distributed to said Frederic M. Ayres under said decree if he were living; that, after the final settlement of the estate of said Frederic M. Ayres, said petitioner, Alma H. Ayres, widow, and Legatee, devisee and trustee under last will and testament of Frederic M. Ayres, deceased, will be entitled, for and during her life, under Item two of the will of said Frederic M. Ayres, to receive all of the money that may be distributed by The Union Trust Company of Indianapolis, Commissioner on the interest and share of said Frederic M. Ayres, deceased, under said decree and judgment of partition, to hold the same under and pursuant to the provisions of the will of said Frederic M. Ayres, deceased; that if any of said real estate remains unsold at the time of the death of said Alma H. Ayres, then the Petitioners, Lyman S. Ayres, Anne Ayres Taylor and Frederic M. Ayres, Jr., children of Frederic M. Ayres, deceased, and legatees and devisees under the last will and testament of Frederic M. Ayres, deceased, will be entitled to receive equally all proceeds from the sale of any of said real estate that would be distributed to Frederic M. Ayres if he were living.

The court further finds that any report of sale to the court duly made in this proceeding by The Union Trust Company of Indianapolis, Commissioner, together with a proper deed by said Commissioner, and duly approved by this court in open court, will convey all right, title and interest of said plaintiff, Frederic M. Ayres in and to said real estate at the time of his death on the 15th day of May 1940, without the consent and without the joinder therein of either said petitioner, Alma H. Ayres, Executrix of last will and testament of Frederic M. Ayres, deceased, or said petitioner, Alma H. Ayres, widow and legatee, devisee and trustee under last will and testament of Frederic M. Ayres, deceased, or the petitioners, Lyman S. Ayres, Anne Ayres Taylor and Frederic M. Ayres, Jr., children of Frederic M. Ayres, deceased, and legatees and devisees under the last will and testament of Frederic M. Ayres, deceased.

It is now therefore ordered, adjudged and decreed by the court that the petitioners, Alma H. Ayres, Executrix of last will and testament of Frederic M. Ayres,

(over)



deceased and Alma H. Ayres, widow, and legatee, devisee, and trustee under last will and testament of Frederic M. Ayres, deceased, and Lyman S. Ayres, Anne Ayres Taylor and Frederic M. Ayres, Jr., children of Frederic M. Ayres, deceased, and legatees and devisees under the last will and testament of Frederic M. Ayres, deceased, be and they are hereby substituted as Co-Plaintiffs for and in the name, place and stead of the plaintiff, Frederic M. Ayres now deceased.

It is further ordered, adjudged and decreed by the court that the force and effect of a completed sale of any of said real estate by said Commissioner under said decree and judgment of partition of the Probate Court of Marion County in the above entitled cause made and entered on July 2, 1937 was and is an equitable conversion to personal property of the right, title and interest of said plaintiff, Frederick M. Ayres, in all of the real estate so sold under said decree and judgment of partition; that by the force and effect of said decree of partition, the right, title and interest of said plaintiff, Frederic M. Ayres, in and to the real estate described in said decree of partition, were limited and restricted to his right to receive his proportionate part of the purchase money which might be derived from the sale of said real estate, according to the terms of said decree; that the rights of said Petitioner, Alma H. Ayres, Executrix of last will and testament of Frederic M. Ayres, deceased, and the Petitioner, Alma H. Ayres, widow and legatee, devisee and trustee under last will and testament of Frederic M. Ayres, deceased, and the rights of said Petitioners, Lyman S. Ayres, Anne Ayres Taylor and Frederic M. Ayres, Jr., children of Frederic M. Ayres, deceased, and legatees and devisees under the last will and testament of Frederic M. Ayres, deceased, are also limited and restricted to the right to receive that portion of the proceeds which may be derived from the sale of said real estate by said Commissioner which would have been paid to the plaintiff, said Frederic M. Ayres, under and by virtue of said decree if he were living, all according to their respective rights as legatees and devisees under the will of said Frederic M. Ayres, deceased.

It is further ordered, adjudged and decreed by the court that said The Union Trust Company of Indianapolis, Commissioner appointed by the decree and judgment of partition of this court made and entered on July 2, 1937, proceed under said decree and judgment of partition to sell and convey all of the real estate described in said decree of partition which remained unsold at the time of the death of said Plaintiff, Frederic M. Ayres, on the 15th day of May 1940, without giving other or further notice than that heretofore given by said Commissioner and reported to and approved by this court, all as shown by proof of publication thereof now on file.

(over)



It is further ordered, adjudged and decreed by the court that said The Union Trust Company of Indianapolis, Commissioner has full power and authority to sell all of the real estate described in said decree of partition remaining unsold on the 15th day of May 1940, at the time of the death of said Frederic M. Ayres, without the consent of or the joining in the execution of any deed for any of said real estate by the Petitioner, Alma H. Ayres, Executrix of last will and testament of Frederic M. Ayres, deceased, or by the petitioner, Alma H. Ayres, widow and legatee, devisee and trustee under last will and testament of Frederic M. Ayres, deceased, or by the Petitioners, Lyman S. Ayres, Anne Ayres Taylor and Frederic M. Ayres, Jr., children of Frederic M. Ayres, deceased, and legatees and devisees under the last will and testament of Frederic M. Ayres, deceased.

It is further ordered, adjudged and decreed by the court that a conveyance of any of the real estate hereinbefore described, which may be made by The Union Trust Company of Indianapolis, Commissioner in pursuance of said judgment in partition, with the approval of this court, as provided by law, shall pass to the grantee the title of all of the parties to the above entitled cause, and the right, title and interest of the petitioners herein and of all legatees and devisees under the will of said Frederic M. Ayres, deceased, and of all the other parties, plaintiff and defendants in the above entitled cause, are limited and restricted to the right to receive their proportionate part of the proceeds which may be derived from the sale or sales of any or all of the real estate hereinbefore described.

It is further ordered, adjudged and decreed by the court that said The Union Trust Company of Indianapolis, Commissioner appointed by said decree of partition on July 2, 1937, is hereby ordered, directed and authorized until the final settlement of the estate of said Frederic M. Ayres, to pay to said Petitioner, Alma H. Ayres, Executrix of last will and testament of Frederic M. Ayres, deceased, all funds which may be derived from the sale or sales of any or all of said real estate that would be distributed to said Frederic M. Ayres if he were living. It is further ordered, adjudged and decreed by the court that said The Union Trust Company of Indianapolis, as such commissioner, is hereby ordered directed and authorized, after the final settlement of the estate of said Frederic M. Ayres, to pay and distribute to said Alma H. Ayres, widow, and legatee, devisee and trustee under last will and testament of Frederic M. Ayres, deceased, for and during her life, all of the money which may be derived from the sale or sales of any or all of said real estate that would be distributed to said Frederic M. Ayres, if he were living. It is further ordered, directed and authorized by the court that if any of said real estate remains unsold at the time of the death of said Alma H. Ayres, then the Petitioners, Lyman S. Ayres, Anne Ayres Taylor and Frederic M. Ayres, Jr., children of Frederic M. Ayres,



(over)

deceased, and legatees and devisees under the last will and testament of Frederic M. Ayres, deceased, shall receive from said The Union Trust Company of Indianapolis, as such Commissioner, all of the money which may be derived from the sale or sales of any or all of said real estate that would be distributed to said Frederic M. Ayres if he were living.

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

Order Book 196 page 173.

105.

Frederic M. Ayres died testate May 15, 1940.

Will Record
BBB page 530
June 17, 1932
Probated
May 22, 1940

Frederic M. Ayres

Will

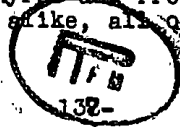
I, Frederic M. Ayres, of the Town of Crow's Nest, Marion County, Indiana, being of sound and disposing mind and memory, do hereby make, declare and publish this my last will and testament, hereby revoking all former wills heretofore made by me at any time.

Item One. I will and direct that all of my debts, if any, including the cost of administration of my estate, the expenses of my last sickness and funeral, the State Inheritance Tax that may be assessed against the beneficiaries under this my will, the Federal Estate Tax that may be assessed against my estate, be paid by my executrix out of any available funds or from the proceeds of the sale of bonds for that purpose if necessary. In the event that the ready funds of my estate are not sufficient to comply with this item of my will and my wife, Alma H. Ayres, survives me and has available funds of her own and so desires, it is my will that she shall have a right to advance such funds to comply with this item of my will and be repaid later from my estate with interest.

Item Two. I give, will, bequeath and devise to my wife, Alma H. Ayres, if she survives me, all of the rest and residue of my property and estate of every kind and character, both real estate and personal property, wherever situated, remaining after Item One of this my will is complied with, including money on hand and in the bank, all accounts and bills receivable, all bonds, and all shares and certificates of stock in corporations, to have and to hold the same for and during her natural life; my said wife to have the entire income from said life estate and pay all taxes and other charges against said estate during her life.

Item Three. In the event that my wife Alma H. Ayres, survives me and Item Two of this my will is effective and my children Lyman S. Ayres, Anne Ayres and Frederic M. Ayres each survive me and also survive my said wife, Alma H. Ayres, then and in that event I give, will and bequeath and devise to my said children Lyman S. Ayres, Anne Ayres and Frederic M. Ayres, equally, share and share alike, all of the rest and residue of

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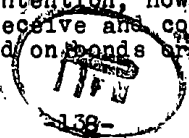


my property and estate of every kind and character, both real estate and personal property, wherever situated, remaining after item One of this my will is complied with, including money on hand and in the bank, all accounts and bills receivable, all bonds, all shares and certificates of stock in corporations, to have and to hold the same as provided in this my will, subject however, to the life estate of my said wife, Alma H. Ayres, as provided in Item Two of this my will.

Item Four. In the event that my wife Alma H. Ayres survives me and Item Two of this my will is effective and I survive any of my said children and such deceased child or children leave any child or children surviving them who survive me and also survive my said wife, then it is my will and intention that such child or children of any deceased child shall take the part their parent would have taken if living, under this my will. In the event that I survive any of my said children and such deceased child leaves no child or children surviving him or her, then it is my will that all of the property and estate given, bequeathed and devised under Item Three of this my will shall go to the survivors or survivor of my children who survive me and also survive my said wife, Alma H. Ayres. In the event that any or all of my children who survive me do not also survive my wife, Alma H. Ayres, and leave child or children surviving them who survive my wife, Alma H. Ayres, then it is my will that the child or children of such deceased child shall take the part the parent would have taken if he or she had survived me and also survived my said wife.

Item Five. In the event that I survive my wife and Item Two of this my will is not effective, then and in that event I give, will, devise and bequeath to my children Lyman S. Ayres, Anne Ayres and Frederic M. Ayres, equally, share and share alike, and to the survivors or survivor of them, all of the rest and residue of my property and estate of every kind and character both real estate and personal property, wherever situated, remaining after Item One of this my will is complied with, including money on hand and in the bank, all accounts and bills receivable, all bonds, all certificates and shares of stock in corporations, to have and to hold the same absolutely and in fee simple, unless I survive any of my said children and such deceased child or children leave any child or children surviving them who survive me, then it is my will and intention that such child or children of any deceased child shall take the part their parent would have taken if living.

Item Six. It is my will and intention in the event my wife survives me and Item Two of this my will is effective that she shall have full power to sell any and all property, both real estate and personal property in which she may receive a life estate under Item Two of this my will, for such price and on such terms as she may deem best without any obligation on the purchaser of any such property to see to the application of such funds. It is my will and intention, however, that all money which my wife may receive and collect on accounts and bills receivable and on bonds and other evidences of



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indebtedness, and all proceeds which she may receive from the sale of any such property, shall be invested and reinvested by my wife as trustee for her use and benefit during her natural life, and for the use and benefit of my said children, or their descendants, as provided for in this my will. My wife as such trustee shall not be required to give bond or to make any accounting during her life. It is my will and intention, however, to charge my wife as such trustee, or her estate, with the full principal or corpus of all of the property she may receive as life tenant under Item Two of this my will, except unavoidable depreciation and losses. It is my will and intention that during the life of my said wife after my death she shall be entitled to have and receive the entire income of the estate willed to her for life, including rents from real estate, interest from notes and bonds and cash dividends upon shares of stock in corporations. It is my will and intention that my wife during her life after my death shall be entitled to vote all shares of stock which I may own at the time of my death in any corporation, or shares of stock which may be a part of the life estate of my wife under this my will, at any and all shareholders' meetings. It is my will and intention, however, that stock dividends that may be declared on any shares of stock which may be a part of said life estate during the life of my wife, out of the surplus or undivided profits existing at the time of my death, or out of the surplus or undivided profits existing at the time of purchase by my wife with funds belonging to my estate, shall be treated and held as a part of the corpus or principal of said estate and not as income to the life tenant. It is my will and intention that as to stock dividends on shares of stock in corporations declared out of surplus or undivided profits accumulated after my death or after the purchase by my wife shall be treated as income to my wife as life tenant and be her sole and absolute property and that my children or their descendants, as remaindermen, shall have no right, title or interest therein.

Item Seven: I now own more than 1/2 of the common stock of L. S. Ayres & Company, a corporation organized under the laws of the State of Indiana, to carry on the business established by my father Lyman S. Ayres, and it is my desire that the control of said corporation after my death and after the death of my wife, if Item Two of this will is effective and my common stock in said L. S. Ayres & Company shall not have been sold by my wife during her life, shall be in my sons Lyman S. Ayres and Frederic M. Ayres, equally, share and share alike or the survivor of them, and to this end it is my will that if my wife survive me and Item Two of this will is effective, or if I survive my wife and Item Five of this will is effective, and my sons Lyman S. Ayres and Frederic M. Ayres survive me and also survive my wife, that my said sons or either of them shall have the right in the distribution of my estate, either at the death of my wife if she survives me, or at my death if I survive my wife, to take not only their share in said common stock of L. S. Ayres & Company but also the share thereof which would otherwise go to my daughter Anne Ayres or to her child

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or children or their descendants; said stock to be taken at the option of my said sons, equally, share and share alike, at the book value thereof plus such an amount for good-will, if any, as may be fair and equitable at the time and as may be agreed upon by my said sons and daughter, in which event my said daughter, or her descendants, in lieu of what would otherwise be her part in my common stock of L. S. Ayres & Company shall be given cash or other stocks or bonds at their then value to be agreed upon by my said sons and daughter, in which event my daughter shall have the option and right to select such stocks or bonds then a part of my estate that she shall take in lieu of her interest in said common stock of L. S. Ayres & Company. It is my will and intention that if my said sons and daughter are unable to agree as to the value, if any, to be given the good-will of the shares of stock of said L. S. Ayres & Company or the good-will to be given in valuing the stock of L. S. Ayres & Company or to be given to any other stock that may be taken by my daughter in the settlement of my estate, then it is my will that the value, if any, of such good-will shall be determined by a board of arbitration consisting of one person selected by my daughter and one person selected by my sons, or the survive of them, and one person selected by the two arbitrators so named, and in the event the two arbitrators so named are unable to agree upon a third arbitrator such third arbitrator shall be appointed by the Judge of the Circuit Court of Marion County, Indiana. It is my will and desire that the value, if any, of any good-will of any company in which I may own shares of stock at the time of my death, or in which there may be shares of stock at the time of the distribution of my estate, shall be fixed on a very conservative basis in view of the fact that the value of good-will is highly speculative and uncertain and depends on many elements which may be lost at any time. If either of my said sons is not living at the time of distribution, then at the time of distribution of my estate under Item Three or Item Five of this my will, then it is my will and intention that the survivor of my said sons shall have the right to take all of my common stock of L. S. Ayres & Company if the same is then a part of my estate to the extent of his full share under my will, under the same terms and conditions as hereinbefore provided. If the value of such shares of common stock in said L. S. Ayres & Company should exceed the share of my said son so surviving, it is my will and intention that he shall have the right to purchase such shares of common stock of L. S. Ayres & Company in excess of his share at the value determined as hereinbefore provided. It is my will and intention and I hereby direct that my said sons or either of them shall have the right and option to pay my daughter, or her descendants, in cash for what would otherwise be my daughter's share in common stock of L. S. Ayres & Company at the price as determined as hereinbefore provided instead of permitting my daughter, or her descendants, to take shares of stock in corporations other than my

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common stock in L. S. Ayres & Company, which may be a part of my estate at the time of distribution.

Item Eight. I hereby nominate and appoint my wife, Alma H. Ayres, if she survives me, as Executrix of this my will.

IN WITNESS WHEREOF, I have hereunto set my hand this the 17th day of June, 1932.

Frederic M. Ayres.

Signed, sealed, declared and acknowledged to be his last will and testament by said Frederic M. Ayres in the presence of us, who in his presence and at his request and in the presence of each other have subscribed our names as witnesses; and said testator also signed his name on the margin of pages 1, 2, 3, 4, 5, 6 and 7 and we at his request have also signed our names on the margin and witnessed the signature of the testator on pages 1, 2, 3, 4, 5, 6 and 7 below the signature of the testator for the purpose of identifying each of said pages as a part of this will, this the 17th day of June 1932.

Samuel Ashby,
Victor C. Kendall.

PROBATE COURT OF MARION COUNTY

Frederic M. Ayres

Estate

Estate Docket
118 page 42364

107.

May 22, 1940, Application for letters filed.
Bond filed and Alma H. Ayres appointed Executrix.
Order Book 193 page 104.
June 8, 1940, Proof of publication of notice of
appointment filed.
Pending.

(See item #112.)



INDIANAPOLIS

TITLE

Plat Book
26 page 15
July 6, 1939
Recorded
Jan. 29, 1941

SURVEY OF TOWN OF MERIDIAN HILLS Survey

NOTE: An inspection of the above Survey discloses and we hereby certify that the Caption realty is within the boundaries thereof.

168.

Misc. Record
318 page 431
Jan. 27, 1941
Recorded
Jan. 29, 1941

Resolution

ABSTRACTS

WHEREAS, In October 1933 the firm of Jeup and Moore made a survey of the proposed Town of Meridian Hills, and determined the definite boundaries for the same by metes and bounds which survey was duly filed with the Auditor of Marion County in said Town incorporation proceedings; and

WHEREAS, in July 1939, William H. Albersmeier prepared a map or plat of the platted and unplatted lands within the aforesaid Survey, which Plat identified by said Albersmeier's signature was accepted, approved and adopted by said Town Board as the official map and plat of said Town, and a copy of the same was in July 1939 recorded with the Auditor of Marion County, and the transfer fee paid for the same and said original map has continued since that time and is now used and exhibited as the official map of said town; and

WHEREAS, there was added to said town on the North by Town Board Resolution that portion of the subdivision known as the Williams Creek Estates, Meridian Hills, Second Section, which lay between Pennsylvania Street and Illinois Street, projected north as shown by certified plat of the same made by George G. Schmidt at the request of said town, and heretofore recorded.

L. M. Brown Abstract Co.

(over)



L. M. Brown Abstract Co.,

INDIANAPOLIS
TITLE
OF
ABSTRACTS

WHEREAS, The Board of Trustees of said Town of Meridian Hills now wish to formally adopt said Survey and maps and plat as the official plat and map and survey of said town of Meridian Hills as shown recorded in Plat Book 26 Inst. #4393.

NOW THEREFORE, Be It Resolved by the Board of Trustees of said Town of Meridian Hills that said combined maps and survey which is hereto attached and identified by the signature of the President and Clerk-Treasurer of said Town of Meridian Hills be and the same is hereby approved and adopted as the official map, survey and plat of said Town of Meridian Hills this 27th day of January 1941, all members of the Board being present and voting for said resolution.

Board of Trustees of the
Town of Meridian Hills,

(- -)

by: Arthur E. Krick, President,
Homer G. Homer, Trustee,
Ira A. Minnick, Trustee.

Ramoth H. Trask,
Town Clerk-Treasurer.

STATE OF INDIANA)
MARION COUNTY) SS:

Come now the above named Trustees of the Town of Meridian Hills and acknowledge the execution of the foregoing instrument for the uses and purposes therein set forth, this 27th day of January, 1941.

David F. Smith, (LS)
Notary Public

My commission expires January 11, 1942.

CERTIFICATION

The undersigned Clerk-Treasurer of the Town of Meridian Hills, does hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Trustees of the Town of Meridian Hills this 27th day of January 1941, as appears from the records of said Town now in my custody.

Ramoth H. Trask, Clerk-Treasurer of
the Town of Meridian Hills,
(Corp. Seal)



Misc. Record
322 page 563
May 7, 1941
Recorded
May 9, 1941

110.

INDIANAPOLIS
TITLE
OF
ABSTRACTS
L. M. Brown Abstract Co.,

ZONING

Transcript of Zoning Ordinance No. 1-1940 of the Town of Meridian Hills, Indiana, adopted by the Board of Trustees of said Town on April 21, 1941.

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

Being Five Classes of Use District termed respectively, Class U-1, or Dwelling House District, Church, School, Library, Community Center, Clubs, Public Park and Play Grounds; Class U-2, Apartment House and Hotel; Class U-3, Bank, Telephone Exchange, Office, Filling Stations, Retail Trade, Billboards, Storage and Buss Station; Class U-4, Open Air Sales Lots, Amusement Parks and Refuse Dump; Class U-5, Manufacturing or Industrial.

And into two Classes of Height District Class H-1, No Height greater than three stories; Class H-2, No Height greater than one story.

And into Five Classes of Area District; Class A-1, 30,000 square feet per family; Class A-2, 25,000 square feet per family; Class A-3, 15,000 square feet per family; Class A-4, 12,000 square feet per family; Class A-5, 8,000 square feet per family.

And into four Classes of Bulk District: Class B-1, any one story building to be erected or altered so that the first floor shall have a bulk of not less than 16,000 cubic feet and not less than 1,700 square feet of floor area, exclusive of basement, attic, porches and garage; and any two or three story building to be erected or altered so that the first floor shall have a bulk of not less than 12,000 cubic feet or 1,200 square feet of floor area, exclusive of basement, attic or porches and garage, will be approved and permit issued;

Class B-2, Any one story building to be erected or altered so that the first floor shall have a bulk of not less than 12,000 cubic feet or 1,400

square feet of floor area, exclusive of basement, attic, porches and garage; and any two or three story building to be erected or altered so that the
(over)



L. M. Brown Abstract Co.,

INDIANAPOLIS
TITLE
OF
ABSTRACTS

first floor shall have a bulk of not less than 10,000 cubic feet or 1,100 square feet of floor area, exclusive of basement, attic or porches and garage, will be approved and permit issued;

Class B-3, any one story building to be erected or altered so that the first floor shall have a bulk of not less than 8,000 cubic feet or 1,000 square feet of floor area, exclusive of basement, attic, porches and garage; and any two or three story building to be erected or altered so that the first floor shall have a bulk of not less than 6,000 cubic feet or 800 square feet of floor area, exclusive of basement, attic or porches, and garage, will be approved and permit issued;

Class B-4, Any one story building to be erected or altered so that the first floor shall have a bulk of not less than 6,000 cubic feet or 800 square feet of floor area, exclusive of basement, attic, porches and garage; and any two or three story building to be erected or altered so that the first floor shall have a bulk of not less than 4,000 cubic feet or 600 square feet of floor area, exclusive of basement, attic or porches and garage, will be approved and permit issued.

Provides for administration by the Commissioner of Buildings under the rules and regulations of the Board of Zoning Appeals, and authorizes creation of a Board of Zoning Appeals consisting of five members to be appointed by the President of the Town, two of said members shall be Town Board Trustees and any decision of the Commissioner of Buildings may be appealed to the Board of Zoning Appeals.

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

(NOTE: Map filed herewith does not indicate in what Height District the real estate herein abstracted is.

Also, Exhibit A which is a master plan for the physical development of said Town and its environs, was not filed herewith).



Misc. Record
322 page 10
Mar. 28, 1941
Recorded
Apr. 3, 1941

STATE OF INDIANA,
COUNTY OF MARION, SE:-

STATE BOARD OF TAX
COMMISSIONERS

IN RE: ESTATE OF FANNIE F. JOHNSON, DECEASED.

-111.

The undersigned, as Inheritance Tax Administrator of the State Board of Tax Commissioners of the State of Indiana, does hereby certify that in the course of the Administration of the estate of Fannie F. Johnson, deceased, who died intestate, a resident of Marion County, Indiana, on the 19th day of August, 1916, Walter S. Johnson, as administrator of the estate of said decedent filed a schedule of property and his affidavit for inheritance tax appraisal with the Probate Court of Marion County, Indiana, which had jurisdiction of the administration of the estate of said decedent.

That among other real property the following described real estate was scheduled as real property of which said decedent died seized, to-wit:-

Part of Section 35, Township 17 North, of Range 3 East, containing 51.65 acres.

That said schedule was transmitted to the Inheritance Tax Appraiser of Marion County, Indiana, and said real estate so described appraised by him at \$20,660.00, being at the rate of \$400.00 per acre, as the fair market value as of the date of the death of said decedent; that a specific description of the real estate hereinabove generally described, which was appraised as aforesaid, is as follows:-

A part of the south west part of Section 35, Township 17 North, of Range 3 East, and described as follows:-

Beginning at a stone at the north west corner of the south west 1/4 of Section 35, Township 17 North, of Range 3 East; thence south along the west line of said Section, 943.50 feet to the center of a road; thence north 83 degrees 25' east along the center of said road 1428.50 feet to a point; thence south 88 degrees 15' east along said center 423 feet; thence south 82 degrees 24' east along said center 320 feet; thence south 75 degrees 9' east along said center 728.30 feet to White River, (the last described course is the center line of the bridge extended west); thence in a northeasterly direction along the bank of White River to the middle dividing line of the Section; thence south 89 degrees 15' west along said middle dividing line 3426.80 feet to the place of beginning, containing 60.66 acres, more or less.

Also 11 acres off of the south end of the east half of the north west 1/4 of said Section 35, Township and Range aforesaid, the same being 22 rods in width and 80 rods in length, and containing 11 acres, except 19 acres thereof conveyed by said Fannie F. Johnson, to Eugene H. Darrach by deed recorded



(over)

November 27, 1914, in Deed Record Lands 60, page 229 in the Recorder's office of Marion County, Indiana, described as follows:-

A part of Section 35, Township 17 North, of Range 3 East, particularly described as follows:-

Beginning on the east line of Meridian Street at the southwest corner of Lot 21 of Meridian Hills, as recorded in Plat Book 16 page 99 of the Recorder's office of said county; thence east on the south line of said Lot 21, and on the extension of said south line of said Lot 21, a distance of 582.83 feet to a point, that is 8 feet east of the southeast corner of said Lot 21; thence in a southeasterly direction curving to the left along the arc of a circle having for its radius 380 feet for a distance of 253.47 feet; thence tangent to this curve south 48 degrees 41' east 216.5 feet to the south line of the north east 1/4 of Section 35 at a point that is 267.10 feet east of the southwest corner of said 1/4 section; thence continuing on this last mentioned line extended south 48 degrees 51' east (assuming the south line of said 1/4 section to be east and west), for a distance of 403 feet to the west side of White River, thence in a southerly direction along the meanderings thereof to the center of 64th Street at the west end of the bridge over said White River; thence in a westerly direction along the center of said 64th Street, 553 feet to the east side of Meridian Street; thence in a northerly direction along the east line of said Meridian Street to the place of beginning, containing 19 acres; and further excepting real estate conveyed by Fannie F. Johnson, to Security Trust Company, Trustee, containing 1.77 acres by deed recorded November 13, 1914 in Deed Record Lands 60 page 200 of said Recorder's office, described as follows:-

Also part of the southeast 1/4 of Section 35, Township 17 North, of Range 3 East, beginning at a point on the north line of said 1/4 section, 267.10 feet east of the northwest corner thereof; thence (assuming the north line of said 1/4 section to be east and west) south 48 degrees and 51 minutes east 403 feet to the west side of White River, thence in a northeasterly direction along the meanderings of the west side of White River to the north line of said 1/4 section; thence west along the north line of said 1/4 section, to the place of beginning, containing 4.74 acres.

Also part of the northwest 1/4 of Section 35, Township 17 North, of Range 3 East, beginning on the east line of said 1/4 section at the south line of Meridian Hills as recorded in Book 16 page 99, Marion County, Recorder's office; thence south along the east line of said 1/4 section, 81.71 feet; thence in



(over)

a northwesterly direction curving to the right along the arc of a circle having for its radius 380 feet for a distance of 86 feet to the south line of Lot 21 of said Meridian Hills extended east at a point 27 feet west of the point of beginning; thence east along the extension of the south line of said Lot 21 to the place of beginning, containing 0.03 acres.

Isaac Kane Parks, as Inheritance
Tax Administrator of the State
Board of Tax Commissioners of
the State of Indiana.

STATE OF INDIANA, COUNTY OF MARION, SS:-

Before me, the undersigned, a Notary Public, in and for said county and state, this 28th day of March, 1941, personally appeared Isaac K. Parks, as Inheritance Tax Administrator of the State Board of Tax Commissioners of the State of Indiana, who as such administrator acknowledged the execution of the annexed certification.

Zella M. Davis, (LS),
Notary Public.

My Commission expires May 20, 1941.



PROBATE COURT OF MARION COUNTY

Estate Docket
118 page 42364

Frederick M. Ayres

Estate

-112-

(Continued from Item 107 of this Abstract).

October 27, 1943, Final report filed.
November 8, 1943, Proof of Publication of Final Notice filed.
November 20, 1943, Proof of Posting Final notice filed. Final report approved and estate closed.

Order Book - page -.
Entry on final report recites, that the inheritance tax assessed in said estate has been paid, and such payment is shown by the filing with said report of the original receipt therefor signed by the Auditor of the State of Indiana; that all gross income tax has been paid as shown by receipts and clearance certificate of the Indiana Gross Income Tax Division filed with said report; that the Federal Estate Tax assessed in said estate has also been fully paid, as shown by receipts of the Collector of Internal Revenue filed with said report; that said Executrix has paid all debts and liabilities of said estate and fully administered the assets thereof. the court further finds that said executrix has paid to Alma H. Ayres wife of said decedent who is entitled under Item Two of decedent's will to receive all of the net income from said estate for and during her natural life, the sum of \$218,994.02 which amount was paid by note for \$172,196.00, executed by Alma H. Ayres, Trustee under the last will and testament of Frederic M. Ayres, deceased and by cash in the amount of \$46,798.02, said amount of \$218,994.02 representing net income to August 14, 1943, of \$143,894.02 and \$75,100.00 advanced by Alma H. Ayres to said executrix in order to avoid sale of securities belonging to said estate.

The court further finds that said Executrix paid, assigned, transferred and delivered to Alma H. Ayres, Trustee under the last will and testament of Frederick M. Ayres, deceased, the principal balance remaining in said estate, according to the decedent's last will and testament, amounting to \$1,257,676.72, which amount was made up as follows:-

- | | APPRAISED VALUE |
|---|-----------------|
| 1. Five U.S. Savings Bonds, shown in inventory of Nos. 1-5, both inclusive, | \$4000.00 |



(over)

2. Certificate #15 for 50 shares
 Indianapolis Holding Company \$100.00 Par
 Common Stock shown at Inventory #88, Worthless

3. Certificate #293 for 20 shares
 Indianapolis Propylaeum shown at
 Inventory No. 90, \$200.00

4. Certificate #601 for 1 share
 Sozialer Turn Verein Stock Assn. \$100 par
 shown at Inventory No. 91, Worthless

5. Shares of Common Stock in L.S.
 Ayres and Company, Indianapolis, repre-
 sented by the following certificates:-

Certif. #126 for 1118 shares
 \$100.00 par value shown at Inventory #234, \$139,750.00

Certif. #107 for 2000 shares \$100
 par value shown at Inventory #235, 250,000.00

Certif. #98 for 1680 shares \$100 par
 value shown at Inventory #236, 210,000.00

6. Certif. No. 409 for 29 shares
 Common stock of Midland Electric Coal
 Corporation, shown at Inventory #238, 870.00

7. Certif. #51 for 30 shares
 preferred stock of Bobbs Merrill Co. Indi-
 anapolis, \$100 par value shown at Inventory
 No. 239, 1,200.00

8. Shares of preferred stock \$100 par
 value in Vonnegut Moulder Corp1 Indianapolis,
 represented by the following certificates:-

Certif. #82 for 2 1/2 shares, shown at Inv. #241,
 Worthless

Certif. #82 for 2 1/2 shares, shown at Inv. #242,
 Worthless

Certif. #83 for 2 1/2 shares, shown at Inv. #243,
 Worthless

Certif. #84 for 2 1/2 shares, shown at Inv. #245,
 Worthless

Certif. #85 for 2 1/2 shares, shown at Inv. #345,
 Worthless

Certif. #86 for 2 1/2 shares, shown at Inv. #246,
 Worthless

Certif. #87 for 2 1/2 shares, shown at Inv. #247,
 Worthless

Certif. #89 for 2 1/2 shares, shown at Inv. #248,
 Worthless

Certif. #90 for 2 1/2 shares, shown at Inv. #249,
 Worthless

Certif. #88 for 2 1/2 shares omitted from inventory
 through error but in fact worthless.

9. Shares of preferred stock \$100 par value
 of L.S. Ayres and Company, Indianapolis, repre-
 sented by the following certificates:-

Certif. #1222 for 32 shares, shown at Inv. #250,
 \$ 3,200.00

Certif. #765 for 240 shares, shown at Inv. #251,
 \$24,000.00

Certif. No. - for 700 shares, \$70,000.00

1597 (over)

10. Shares of Stock of Indianapolis Public Welfare Loan Assq. \$50.00 per value, represented by the following certificates:-

Certif. No. 12 for 5 shares, shown at Inv. #253, \$250.00.
Certif. No. 673 for 1 share, shown at Inv. #254, \$50.00.
Certif. No. 765 for 1 share, shown at Inv. #255, \$50.00.

11. Certif. No. 33 for 39/360,000 Int. Com. Cap. Stock of Fletcher American Co., Certif. of Beneficial interest shown at Inv. No. 258, Worthless.

12. Certif. No. 20 for 117 shares common stock of American National Bank of Indianapolis, \$10.00 par value, shown at Inv. No. 260, \$1,521.00.

13. Certif. #13 for 25 shares common stock of Vonnegut Moulder Corp. Indianapolis, no par value, shown at Inv. No. 261, Worthless.

14. Shares of Common Stock \$100 par value of Murray Investment Company, Indianapolis, represented by the following certificates:-

Certif. #13 for 4 shares, shown at Inv. #262, \$480.00.

Certif. #8 for 1 share, shown at Inv. #263, \$120.00.

Certif. #7 for 874 sh. shown at Inv. #264, 104,880.00.

Certif. #35 for 1600 sh. formerly represented.

Certif. #36 for 1896 sh. by Certif. #9 shown at Inv. #265, \$419,520.00.

15. Certif. No. 1 for 625 sh. Common Stock of Waka Realty Corporation, Indianapolis, shown at Inv. #266, \$1,250.00.

16. Certif. #199 for 1 sh. \$100 par value, The Country Club of Indianapolis, shown at Inv. No. 269, Worthless.

17. Certif. No. 480 for 1 share \$100 par value, The Columbia Club, Indianapolis, shown at Inv. No. 269, Worthless.

18. Certif. No. 27 for 4 sh. Common Stock, The Indianapolis Athletic Club Realty Co., \$50.00 par value, shown at Inv. #270, Worthless.

19. Certif. #1059 for 1 sh. \$100 par value, Indianapolis Chamber of Commerce, shown at Inv. No. 271, Worthless.

20. Certificates of \$5.00 par value stock of Orchard School Realty Co., as follows:-

Certif. #6 for 12 sh. shown at Inv. #272, Worthless.

Certif. #88 for 4 sh. shown at Inv. #273, Worthless.

Certif. #96 for 4 sh. shown at Inv. #274, Worthless.

21. Certif. No. 2 Life Membership, The Country Club of Indianapolis, dated 2-3-37, \$200.00.



(over)

22. Certif. No. 242 for 55 shares preferred stock of Midland Electric Coal Corp. Indianapolis, \$100.00 par value shown at Inv. #292, 5,500.00.

23. Certif. #250 for 55 shares common stock of Midland Electric Coal Corp. Indianapolis, no par value, shown at Inv. #293, 1,650.00.

25. Certif. No. 1 for 1220 share common stock of Ohio Valley Coal Company, which was through error omitted from inventory, but which was in fact worthless at time of decedent's death and is now worthless, Worthless.

26. Refund from Alma H. Ayres on account of disbursements made by the estate for taxes, insurance etc., on joint property, \$562.29.

27. Deed executed by Executrix to Alma H. Ayres, Trustee under the last will and testament of Frederic M. Ayres, deceased, for 1/3 interest in Pt. Lot 7 Sq. 23 of Donation Lands of City of Indianapolis, 2, 666.67.

28. Assignment to Trustees of increased interest in the assets of Waka Realty Corporation due to advancements to said corporation made by the estate to protect stock, 1,190.00.

29. Assignment to said Trustee of the following notes of Meridian Hill Country Club Realty Corp. 1930 Note Issue.

No. 204 for \$100.00 shown at Inv. #275,	100.00
No. 206 for \$100.00 shown at Inv. #276,	100.00
Nov 207 for \$100.00 shown at Inv. #277,	100.00
No. 208 for \$100.00 shown at Inv. #278,	100.00

30. Assignment to said Trustee of Note of Kenneth Mygatt for \$2500.00, Demand 6% Int. dated 6-17-36 shown at Inv. #285, Worthless.

31. Assignment to said Trustee to note of Henry R. Fitton Owens Mothershead \$5000 due 2 years 8% Int. dated 7-19-29, shown at Inv. #286, Worthless.

32. Household goods and personal effects listed in Inventory, 5,456.00.

33. Cash, 8,710.76

Total Principal Balance delivered to Trustee, \$1,257,676.72.

Said Certificate No. 35 for 1600 shares of Murray Investment Company, above described being held by Alma H. Ayres, individually as collateral security for the payment of said note of \$172,186.00 hereinbefore described.

The court further finds that said decedent at the time of his death was the owner of the following described real estate in Marion County, State of Indiana, to-wit:-



(over)

An undivided 3/9 interest in Lots 8, 11, 12 and 13 in Wellington Estates Addition to the City of Indianapolis, according to plat thereof recorded in Plat Book 20 page 12 in the Recorder's office of Marion County, Indiana, and also in Lots 18, 19 and 20, 22, 23, 24, 31, 32, 34, 35, 38, 39, 40, 41, 42, 44, 48, 49, 50, 51, 52, 54, 56, 55, 58, 59, 61, 62, 68, 53, 63, 64, 65, 66, 67, 69, 70, 71, 73, 72, and 74 in Wellington Park Heights, an Addition to the City of Indianapolis, according to the plat thereof, recorded in Plat Book 21 page 15, in the office of the Recorder of Marion County, Indiana, under decree of partition #3201 in the Probate Court of Marion County, entered July 2, 1937.

Order Book 176 page 71.

Which undivided 3/9 interest in said real estate under the terms of the will of said decedent, upon the death of said decedent vested in Alma H. Ayres, Trustee, under the last will and testament of Frederic M. Ayres, deceased.

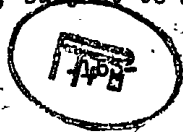
The court further finds that at the time of the death of said decedent, said Frederic M. Ayres, and Alma H. Ayres, as husband and wife, were the joint owners of the following described real estate in Marion County, State of Indiana, which on the death of said decedent vested in fee simple in said Alma H. Ayres, to-wit:-

Part of the southwest 1/4 of Section 2, Township 16 North, of Range 3 East, described as follows:- Beginning at a point 491.915 feet north of the south east corner of said southwest 1/4 section; thence west parallel to the south line of said 1/4 section, 1641.55 feet, thence north parallel to the west line of said 1/4 section 491.915 feet, thence east parallel to the south line of said 1/4 section, 1643.40 feet, to a point on the east line of said 1/4 section, thence south on said east line 491.915 feet to the place of beginning, containing 18.096 acres, more or less, and also,

A strip of ground 26 feet wide immediately adjoining the above described real estate on the north.

Also part of the southwest 1/4 of Section 2, Township 16 North, of Range 3 East, more particularly described as follows:-

Beginning at a point 1650 feet south of the north line of said 1/4 section and 912.91 feet west of the east line of said 1/4 section; thence west parallel with said north line 498.5 feet; thence north 634 feet to a point in the center line of Kessler Boulevard; thence northeastwardly in and along said center line, the same being a 2 degrees 28 minute curve to the left, 614 feet to a point, 912.91 feet west of said east line of said 1/4 section; thence south parallel with said east line 999 feet to the place of beginning, containing in all 9.18 acres, more or less, subject to all legal highways.



(OVER)

Also part of the east half of the southwest 1/4 of Section 2, Township 16 North, of Range 3 East more particularly described as follows:-

Beginning at a point, said point being 1650 feet south of the north line of the east half of the southwest 1/4 of Section 2, and 463.91 feet west of the east line of the east half of said southwest 1/4; thence north parallel to the east line of said east half of the southwest 1/4, a distance of 400 feet to a point; thence west parallel to the north line of said east half of the southwest 1/4, a distance of 459 feet to a point, thence south parallel to the east line a distance of 400 feet to a point; thence east parallel to the north line a distance of 459 feet to the place of beginning, containing in all 4.21 acres, more or less, subject to all legal highways, if any.

The court now allows all credits claimed by said Executrix in her said report, including therein the amount of \$20,000.00 paid to Executrix for her services, and the amount of \$20,000.00 paid to Samuel Ashby, attorney for services rendered in said estate.

The court also approved the distribution, payment, transfer, assignment and delivery to said Alma H. Ayres, Trustee under the last will and testament of Frederick M. Ayres, deceased, of the principal balance remaining in said estate amounting to \$1,257,676.72, as shown in said final report, including the assignment and transfer of each of the stock certificates hereinbefore set out, and also including the execution of Executrix deed to said Trustee for an undivided one third interest in and to the real estate in Marion County, State of Indiana, described as follows:-

Part of Lot Numbered 7 in Square 23 of the Donation Lands of the City of Indianapolis, Marion County, Indiana, described as follows:-

Commencing at the southwest corner of said Lot No. 7, at the corner of New York Street and Massachusetts Avenue; and running thence east on the south line of said lot, and along the north line of said New York Street, 68 1/2 feet; thence running due north 34 feet, thence at right angles 25 feet to Massachusetts Avenue, and thence southwest on a line of said Lot, 72 feet more or less, along the southeast side of said Massachusetts Avenue to the place of beginning; and the court now in Open Court, endorses its approval on each of said stock certificates and on the deed of said Executrix.

And the court now in all things approves and confirms said account in final settlement and the acts of said Executrix, as by her therein reported, including the payment to Alma H. Ayres, wife of said decedent, of the net income due her and of the advances



(over)

made by her to said Executrix and including the distribution, assignment, transfer, payment and delivery of the principal balance of said estate to Alma H. Ayres, Trustee, under the last will and testament of Frederic M. Ayres, deceased.

It is therefore further and finally ordered by the court that said Executrix be and she now is released and discharged from her said trust, and that said estate be and the same is adjudged fully administered upon and finally settled and determined.

Schedule of property filed, in determining Inheritance Tax, lists 3/9 interest in Lots 8, 11, 12, and 13 in Wellington Estates Addition to the City of Indianapolis, according to plat thereof, recorded in Plat Book 20 page 12 in the Recorder's office of Marion County, Indiana, and also in,

Lots 18, 19, 20, 22, 23, 24, 31, 32, 34, 35, 38, 39, 40, 41, 42, 44, 48, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72 and 73 and 74 in Wellington Park Heights an Addition to the City of Indianapolis, according to plat thereof recorded in Plat Book 21 page 15, in the office of the Recorder of Marion County, Indiana, under decree of partition 3201 in Probate Court of Marion County, entered July 2, 1937, Order Book 176 page 71, subject to the payment of taxes, commissions and claims found in said decree and shows the gross value of the estate to be \$1,703,243.14.

Misc. Record
323 page 240
Nov. 30, 1940
Recorded
May 24, 1941

113.

STATE OF INDIANA,
COUNTY OF MARION. SS:-

Publisher's
Affidavit

Personally appeared before me, a Notary Public in and for said County and State, the undersigned B. Mottier, who, being duly sworn, says that he is legal Clerk of The Indianapolis News, a daily newspaper of general circulation, published by the Indianapolis News Publishing Co., and printed in the English language, in the City of Indianapolis, in the State and County aforesaid, and upon his oath further said that the notice of which the attached is a true copy, was duly published in said paper for one time, the date of publication being as follows:- March 18, 1919.

Subscribed and sworn to before me this 30th day of November, 1940.

John A. Clark, (Seal),
Notary Public.

My Commission expires June 5, 1944.

(Clipping for notice published in The Indianapolis News on March 18, 1919 not being available.

I, Billie Mottier, Legal Clerk of The Indianapolis News, do also certify that the attached is a true copy word for word of the above notice of sale of real estate copied from the bound file of The Indianapolis News of the issue of March 18, 1919.)

The Indianapolis News
Indianapolis, Indiana

NOTICE OF SALE

In the matter of the Guardianship of Alma Johnson. Notice is hereby given that on the 21st day of March, 1919, at 10 o'clock A.M., the undersigned, John Harcourt, guardian of Alma Johnson, will, by order of the Probate Court of Marion County, State of Indiana offer for sale at the office of Means & Bunting Rooms Nos. 519-522 State Life Building, Indianapolis, Indiana, the following real estate, in Marion County, State of Indiana, to-wit:-

The undivided half interest in the north east 1/4 of Section 17, in Township 17 North, of Range 3 East, of the Second Principal Meridian in Marion County, Indiana, and

An undivided 1/2 interest in part of the south west 1/4 and part of the northwest 1/4 of Section 35, Township 17 North, of Range 3 East, Marion County, State of Indiana, described as follows:-



(over)

Beginning at the northwest corner of the southwest 1/4 of said Section, thence south along the west line thereof, 943.50 feet to the center of a road, thence (assuming the west line of said 1/4 section to be north and south) north 83 degrees and 25' east, along the center of said road, 1,428.50 feet to a point; thence south 88 degrees 15' east along said center 423 feet, thence south 82 degrees 24' east along the said center 320 feet; thence south 75 degrees 9' east, along said center 125.30 feet to the center line of Meridian Street as dedicated in the plat of Meridian Hills, recorded in Plat Book 16 page 99, Marion County Recorder's office; thence in a northeasterly direction along the center line of Meridian Street 652.60 feet; thence curving to the left along the arc of the circle having for its radius 150 feet for a distance of 220.90 feet, thence in a northwesterly direction tangent to this curve 137.40 feet; thence curving to the right along the arc of a circle having for its radius 546.40 feet for a distance of 516.30 feet, to the south line of plat of Meridian Hills, as aforesaid, thence west along the south line of said addition 677.20 feet to the west line of the east 1/2 of the northwest 1/4 of said section 35; thence south along the last mentioned line 363.20 feet to the southeast corner of the west 1/2 of the northwest 1/4 of said section 35; thence west along the south line of said 1/2 1/4 section 1339 feet to the place of beginning.

Said real estate will be sold at private sale to the highest and best bidder, for not less than the full appraised value thereof, and for cash and unless said real estate is sold on said day, said sale will be continued from day to day until said real estate is sold.

John Harcourt, Guardian,
of Alma Johnson.

Means & Buehting,
Attorneys for guardian.



Misc. Record
323 page 235
May 19, 1941
Recorded
May 24, 1941

Walter S. Johnson

Affidavit

114.

Affiant says, that he for many years has been well acquainted with the real estate in the southwest 1/4 of Section 25, Township 17, Range 3 and in the southwest 1/4 of Section 35, Township 17 Range 3 East, which was subjected to an oil lease by one Esther J. Hahn, as lessor, and Alexander McKnight and William J. Murphy, as lessees, in the year 1896, said lease appearing of record in Mortgage Record 314 page 97 of the Recorder's office of Marion County, Indiana, and for many years has been acquainted with the real estate described as the north 1/2 of the southwest 1/4 of Section 35, Township 17 North, of Range 3 East, and 11 acres off of the south end of the east 1/2 of the northwest 1/4 of Section 35, Township 17 North, of Range 3 East, which, in the year 1897, was subjected to an oil lease by Esther J. Hahn, as lessor, and Keystone Oil and Gas Company of Indianapolis, as lessee, being recorded in Mortgage Record 322 page 442 of the Recorder's office of Marion County, Indiana; that to this affiant's knowledge there have been no operations under said leases or either of them for a period in excess of 40 years last past, and to the best of this affiant's knowledge and belief no payments of rental have been made under the terms of said leases for a period of more than 40 years last past; that this affiant at one time was the owner of a part of the above described real estate.

And further affiant saith not.

Walter S. Johnson.



Misc. Record
328 page 448
Oct. 28, 1941
Recorded
Nov. 12, 1941
115.

Cecil A. Berry

Affidavit

Affiant says, that he is trust officer for the Union Trust Company of Indianapolis, an Indiana Corporation and being first duly authorized makes this affidavit for and on behalf of said company; that said Union Trust Company is now and has been for more than 2 years last past the trustee and commissioner appointed by the Probate Court of Marion County, Indiana, for the owners of real estate in Marion County, Indiana, consisting of various lots in Wellington Park Heights, a plat of which is recorded in Plat Book 21 at page 15, in the Recorder's office of Marion County, Indiana; that as said trustee and commissioner said Union Trust Company has been in possession of said lots and has full authority to sell the same and do all acts necessary to convey a good and sufficient title to said real estate; that on March 21, 1896, Esther Hahn then the owner of said real estate executed to William J. Murphy and Alexander McKnight a written lease for oil and gas which said lease was recorded on July 9, 1896 in Mortgage Record 314 at page 97, in the Recorder's office of Marion County, Indiana; and on January 11, 1897, Esther Hahn then the owner of said real estate executed a written lease for gas and oil to the Keystone Gas and Oil Company, which lease was recorded on January 25, 1897, in Mortgage Record 322 at page 442 in the Recorder's office of Marion County, Indiana.

That no oil or gas has been produced on said real estate during the past two years or at any time within the knowledge of the said Union Trust Company.

That no rentals have been paid to or received by such owner, or any person, bank or corporation in his behalf for a period of more than two years after they have become due.

That this affidavit is made to induce the Recorder of Marion County, Indiana, to show on the records of said leases the cancellations thereof, as provided in the act of the General Assembly of the State of Indiana, entitled "An Act relating to leases and contracts for oil and gas and the cancellation thereof and repealing chapter 118 of the acts of the general assembly of 1921, approved March 8, 1921, being entitled "An Act relating to leases and contracts for oil, gas and other mineral substances and the cancellation thereof and declaring an emergency", approved March 7, 1923, and found in Acts of 1923 at page 378, and request is hereby made of the Recorder of Marion County, Indiana.

That he certify upon the face of such record that such leases and contracts are invalid and void by reason of non-payment of rentals.

Cecil A. Berry



Misc. Record
372 page 81
Oct. 2, 1946
Recorded
Oct. 8, 1946

116.

Benjamin F. Claypool

Affidavit

Affiant says that he was well acquainted with Frederick M. Ayres, who died testate in Marion County, Indiana, on May 15, 1940, and that he knows it to be a fact that no child or children were born to said Frederick M. Ayres subsequent to June 17, 1932, which was the date of the Will of said Frederick M. Ayres, as shown in Will Record BBB page 530 and probated in Probate Court of Marion County, May 22, 1940.
Further affiant sayeth not.

Benjamin F. Claypool.

Deed Record
1223 page 372
July 1, 1946
Recorded
July 8, 1946.

117.

The Union Trust Company of
Indianapolis, Trustee, (Corp Seal)
under an agreement with
Mary MacDonald Huesmann,
By Cecil A. Berry, Vice-President,
Attest: Clarence R. Kuss, Secretary.

Trustee's Deed
No Stamps

to
Louis M. Huesmann,
in fee simple, an undivided 1/9
of the following real estate in
Marion County, in the State of
Indiana.

(With other real estate)

Lot No. 66 in Wellington Park Heights Addition to the City of Indianapolis, according to plat thereof, recorded in Plat Book 21 page 15 in the office of the Recorder of Marion County, Indiana; subject to the conditions, provisions, limitations and restrictions contained in the plat of said Wellington Park Heights as recorded in Plat Book 21 page 15 in the Recorder's office of Marion County, Indiana.

Together with any other real estate, if any, included in a certain deed of conveyance executed November 26, 1934, and recorded in Town Lot Record 925 page 46, in the Recorder's office of Marion County, Indiana, wherein the Department of Financial Institutions of the State of Indiana was grantor and The Union Trust Company of Indianapolis, as Trustee was the grantee and a certain deed of conveyance executed July 1, 1937, and recorded in Deed Record 922 page 492, in the office of the Recorder of Marion County, Indiana, wherein The Union Trust Company of Indianapolis, Trustee under deed executed by the Department of Financial Institutions of the State of Indiana under date of November 26, 1934, recorded in Town Lot Record 925 page 46 in the Recorder's office of Marion County, Indiana, was grantor and Frederic M. Ayres, of Marion County, Indiana, Oscar Schmidt of Owen County, Indiana, the Union Trust Company of



(over)

Indianapolis, Trustee under the last will and testament of Louis C. Huesmann, deceased; and The Union Trust Company of Indianapolis, Trustee under an Agreement with Mary MacDonald Huesmann, were the grantees, which has not been conveyed and may not be included in the real estate above described.

Grantor warrants against own acts only.

Subject to all unpaid taxes, liens, assessments, and incumbrances of any kind, now due or hereafter becoming due, to the rights of tenants in possession; and to any and all easements or rights of way. Subject to all right, title and interest of The Union Trust Company of Indianapolis, Commissioner, appointed by the Probate Court of Marion County, State of Indiana, by decree of said court in an action for partition, being cause #3201 in said court, wherein Frederick M. Ayres and Oscar Schmidt were plaintiffs, and The Union Trust Company of Indianapolis, Trustee, under deed executed by the Department of Financial Institutions of the State of Indiana, under date of November 26, 1934, recorded in Town Lot Record 925 page 46 in the Recorder's Office of Marion County, Indiana, and The Union Trust Company of Indianapolis, Trustee under the last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee under an agreement with Mary MacDonald Huesmann and Alma H. Ayres, were defendants, which said decree of said court was on the 2nd day of July 1937 entered in Order Book 176 page 71.

Deed contains usual citizenship statement by grantors.

Deed Record
1225 page 262
June 18, 1946
Recorded
July 22, 1946

118.

The Union Trust Company of
Indianapolis, Trustee, under
the last will and testament
of Louis C. Huesmann, deceased.
(Corp Seal)

By Volney M. Brown, President
Attest: Clarence R. Kuss, Secretary.

to
Louis M. Huesmann.

An undivided 2/9 of the following real estate in
Marion County, Indiana, to-wit:
(With other realty.)

Lot numbered 66 in Wellington Park Heights Addition
to the City of Indianapolis, according to plat thereof,
recorded in Plat Book 21 page 15 in the office of the
Recorder of Marion County, Indiana, subject to the
conditions, provisions, limitations and restrictions
contained in the plat of said Wellington Park Heights
as recorded in Plat Book 21 page 15 in the Recorder's
office of Marion County, Indiana.

Special Warranty
Deed
No Stamps



(over)

Together with any other real estate, if any, included in a certain deed of conveyance executed November 26, 1934, and recorded in Town Lot Record 925 page 46 in the Recorder's office of Marion County, Indiana, wherein the Department of Financial Institutions of the State of Indiana was grantor and The Union Trust Company of Indianapolis, as trustee was the grantee and a certain deed of conveyance executed July 1, 1937, and recorded in Deed Record 972 page 492 in the office of the Recorder of Marion County, Indiana, wherein The Union Trust Company of Indianapolis, Trustee, under deed executed by the Department of Financial Institutions of the State of Indiana, under date of November 26, 1934, recorded in Town Lot Record 925 page 46 in the Recorder's office of Marion County, Indiana, was grantor, and Frederic M. Ayres of Marion County, Indiana, Oscar Schmidt of Owen County, Indiana, The Union Trust Company of Indianapolis, Trustee under the last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee, under an agreement with Mary Huesmann, were the grantees, which has not been conveyed and may not be included in the real estate above described.

Grantor warrants against own acts only.

Subject to all unpaid taxes, liens, assessments, and incumbrances of any kind, now due or hereafter becoming due; to the rights of tenants in possession; and to any and all easements or rights of way. Subject to all right, title and interest of The Union Trust Company of Indianapolis, Commissioner, appointed by the Probate Court of Marion County, State of Indiana, by decree of said Court in an action for partition, being Cause #3201 in said Court, wherein Frederic M. Ayres and Oscar Schmidt were plaintiffs, and The Union Trust Company of Indianapolis, Trustee, under deed executed by the Department of Financial Institutions of the State of Indiana, under date of November 26th, 1934, recorded in Town Lot Record 925 page 46, in the Recorder's Office of Marion County, Indiana, and The Union Trust Company of Indianapolis, Trustee under the last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee under an Agreement with Mary Huesmann and Alma H. Ayres were defendants, which said Decree of said Court was on the 2nd day of July 1937 entered in Order Book 176 page 71.

Deed contains usual citizenship statement by grantor.



119. WE FIND NO FURTHER CONVEYANCES.

ENCUMBRANCES.

MORTGAGES.

-120. None found unsatisfied of record filed within the period of this search.

MECHANIC'S LIENS

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

JUDGMENTS.

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

The Union Trust Company of Indianapolis, Trustee for the 10 years last past.

The Union Trust Company of Indianapolis, Trustee, under will of Louis C. Huesmann, deceased, Frederic M. Ayres from August 6, 1937 to May 15, 1940 inclusive,

Oscar Schmidt and The Union Trust Company of Indianapolis, Trustee under agreement with Mary Huesmann, Alma H. Ayres, Lyman B. Ayres, Frederic M. Ayres, Jr., Anne Agnes Taylor for the 10 years last past.

Alma H. Ayres, Trustee from May 22, 1940 to date.
Louis M. Huesmann for the 10 years last past.

(None found unsatisfied.)

OLD AGE ASSISTANCE LIENS.

123. Search made as to Old Age Assistance Liens, which may have been filed against Louis M. Huesmann from May 1st, 1947.

(None found unsatisfied.)



ASSESSMENTS.

124.

This realty lies in the Town of Meridian Hills and the records of assessments if any, for municipal improvements are kept in said town, the search and certificate here made as to municipal assessments are strictly limited to such as may be in the hands of the Treasurer of Marion County, in the Court House at Indianapolis.

TAXES.

125.

Taxes for the year 1946 paid in full.

126.

Taxes for the year 1946 assessed in the name of Frederic M. Ayres et al are due and payable the first Monday in May and the first Monday in November, 1947.

General Tax Duplicate #216578
Parcel #346

Town of Meridian Hills.

May installment \$11.01 paid.
Nov. installment \$11.01 not paid.

As shown of record these taxes are now
FULLY PAID.
L. M. Crown Abstract Co.
Samuel A. Johnson
Treas. & Secy.

127.

Taxes for the year 1947 became a lien March 1st and are due and payable in May and November of the year 1948.

*Series Pa
Re*



128.

CERTIFICATE

The undersigned, L. M. BROWN ABSTRACT COMPANY, a corporation, hereby certifies, guarantees, and warrants to whoever relies upon this certificate, including present and all future persons in interest and this certificate runs with the real estate described in caption hereof, that the foregoing, within the limits of the period of search herein specified, is an ABSTRACT OF THE TITLE to and unsatisfied encumbrances upon, the real estate described in the caption hereof, and that all instruments abstracted herein appear regular in form, execution and acknowledgment unless otherwise indicated.

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

I. IN THE OFFICE OF THE RECORDER OF MARION COUNTY, search made for deeds, affidavits, miscellaneous instruments affecting the title, unsatisfied mortgages, mechanics' liens and Federal Tax Liens.

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

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

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

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

The period of search covered by this certificate is from Date of Entry August 6, 1947 to and including August 6, 1947 and covers Paragraphs No. 1 to 128

both inclusive, and Sheets No. 1 to 165 both inclusive.

L. M. BROWN ABSTRACT COMPANY

By *Russell A. Jones*
President & Mgr.



Established 1868

OFFICERS
RUSSELL A. FURR
PRES. & MANAGER
VOLNEY M. BROWN
VICE-PRESIDENT
FRED G. APPEL
VICE-PRESIDENT
CORNELIUS O. ALIG
TREASURER
EDSON T. WOOD, JR.
SECRETARY
JACOB F. DELKER
ASST. MGR.

L. M. BROWN ABSTRACT CO.

150½ EAST MARKET STREET

Phone Market 3448

ABSTRACTS—TITLE INSURANCE—ESCROWS

Capital \$150,000.00

INDIANAPOLIS 4, IND

DIRECTORS
CHAR. R. YORE
EDSON T. WOOD, JR.
FERMOR S. GARNOR
VOLNEY M. BROWN
FRED G. APPEL
CORNELIUS O. ALIG
FRED WUELFING
ALLAN P. VESTAL
ALBERT E. UHL
RUSSELL A. FURR
SAMUEL S. SUTPHIN
J. ALBERT SMITH

243925

In The UNITED STATES DISTRICT COURT

SEARCH FOR
BANKRUPTCIES

At the Request of

UNION TRUST COMPANY

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

The undersigned L. M. BROWN ABSTRACT CO., of Indianapolis, hereby certifies that there are no Bankruptcies, either voluntary or involuntary, of record, in any one of the above named seven divisions of the United States District Courts for ten years last past, except such as may hereafter be set out against any one of the following named parties, under the spelling of the name as herein writren, and not otherwise.

This certificate covers the Indianapolis Division down to and including August 6, 1947
and all other Divisions of the State of Indiana, down to and including August 8, 1947

In The OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, search is also made for Internal Revenue Tax Liens as filed in the Office of the Recorder of Marion County, Indiana, from March 4, 1925, to date. See Internal Revenue Code Sections 3670-3671-3672, and Acts of General Assembly of the State of Indiana, Burns' 49-3221 et seq.

The Union Trust Company of Indianapolis, Trustee,
Oscar Schmidt,

The Union Trust Company of Indianapolis, Trustee,
under will of Louis C. Huesmann, deceased, and
Frederic M. Ayres,

The Union Trust Company of Indianapolis, Trustee,
under agreement with Mary Huesmann, Alma H. Ayres,
Lyman S. Ayres, Frederic M. Ayres, Jr.,
Anne Ayres Taylor,

Alma H. Ayres, Trustee

Louis M. Huesmann.

Dated August 6, 1947

L. M. BROWN ABSTRACT CO.

By *Russell A. Furr*
President and Manager

AN



-1-

INDIANAPOLIS

Continuation of Abstract of title to Lot numbered Sixty six (66) in Wellington Park Heights, an Addition to the City of Indianapolis, the plat of which is recorded in Flat Book 21 page 15 in the office of the Recorder of Marion County, Indiana.

Prepared for Forest M. Knight, since date August 6, 1947.

CONVEYANCES

TITLE

PROBATE COURT OF MARION COUNTY.

Cause #3201
August 5, 1946

-2-

OF
ABSTRACTS

Alma H. Ayres, Executrix of the Last Will and Testament of Frederic M. Ayres, deceased, Alma H. Ayres, widow and legatee, devisee and trustee under the last will and testament of Frederic M. Ayres, deceased, Lyman S. Ayres, Anne Ayres Taylor and Frederic M. Ayres, Jr., Children of Frederic M. Ayres, deceased, and legatees and devisees under the last will and testament of Frederic M. Ayres, and Oscar Schmidt.

vs

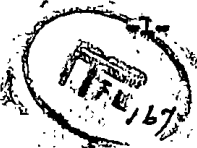
The Union Trust Company of Indianapolis, Trustee under deed executed by the Department of Financial Institutions of the State of Indiana, under date of November 26, 1934, Recorded in Town Lot Record 925 page 46 in the Recorder's office of Marion County, Indiana.

The Union Trust Company of Indianapolis, Trustee under last will and testament of Louis G. Huesmann, deceased, The Union Trust Company of Indianapolis, Trustee under an Agreement with Mary Huesmann, Alma H. Ayres.

L. M. Brown Abstract Co.,

Petition of Louis M. Huesmann for Substitution as Defendant in the name, place and stead of defendants, The Union Trust Company of Indianapolis, Trustee, Under the last will and testament of Louis G. Huesmann, deceased and the Union Trust Company of Indianapolis, Trustee, under an Agreement with Mary M. Huesmann.

(over)



L. M. Brown Abstract Co.,
INDIANAPOLIS
TITLE
OF
ABSTRACTS

Comes now, Louis M. Huesmann petitioner herein and alleges and says that he is a resident and citizen of the City of Indianapolis, Marion County, Indiana, that on or about January 4, 1928, the mother of petitioner herein, Mary M. Huesmann, created a trust, by instrument in writing, wherein said Mary M. Huesmann was the grantor and The Union Trust Company of Indianapolis was Trustee, the net income from which, was to be paid to said grantor during her lifetime and upon her death, said net income was to be paid, by said Trustee, to petitioner herein until he should arrive at the age of 40 years, at which time, said Trust should terminate, and, the Trustee was directed to convey and pay over all of the trust estate to him free from trust. Further, that on February 24, 1931 said grantor, Mary M. Huesmann, died testate a resident of the City of Indianapolis, Marion County, Indiana, and that thereafter said Trustee paid the net income from said Trust, to petitioner herein; that on the 30th day of April 1946, petitioner herein reached the age of 40 years, and said Trustee thereafter assigned, delivered and paid over to him all property, assets and funds comprising said Trust.

The petitioner further alleges that petitioner's father, Louis G. Huesmann, died testate, a resident of the City of Indianapolis, Marion County, Indiana, September 30, 1926; that said decedent's last will and testament was duly entered for probate, in the Probate Court of Marion County, on the 5th day of October 1926, and said The Union Trust Company of Indianapolis, having been nominated herein as executor thereof, qualified as such executor on said date; said executor administered the estate of Louis G. Huesmann, deceased and upon the - day of - 19 - said estate was closed and determined; that said decedent in item 14 of his said last will and testament give, devised and bequeathed to The Union Trust Company of Indianapolis, as trustee, all of the rest and residue of his said estate of every kind and character and wherever situated, subject to certain annuities as in said Item 14 provided; that on October 22, 1927, said The Union Trust Company of Indianapolis, qualified as Trustee of the trust created under the last will and testament of the said Louis G. Huesmann, deceased, and thereafter administered said Trust as therein provided. That among other things in said Item 14 of said last will and testament of Louis G. Huesmann, deceased, it was provided that the Trust therein created should terminate subject to any life annuities then remaining, when petitioner herein should reach the age of 40 years, provided petitioner's mother the said Mary M. Huesmann was not then living; that as heretofore shown herein said Mary M. Huesmann died on February 24, 1931 and that on April 30, 1946, petitioner reached the age of 40 years; that at the time of the termination of said trust, the only living life annuitant provided for in said will was Loury S. Gorrings; that on December 10th, 1946, said Loury S. Gorrings waived all rights, claims and demands against The Union Trust Company of Indianapolis, as Trustee of the Trust created under the last will and testament of



L. M. Brown Abstract Co.,

INDIANAPOLIS
TITLE
OF
ABSTRACTS

Louis C. Huesmann deceased, and against the Trust created under said Item 14 of the decedent's last will and testament, and upon May 24, 1946, petitioner herein and Virginia P. Huesmann his wife, entered into and executed an agreement with The Union Trust Company of Indianapolis wherein petitioner and his said wife jointly and severally assumed responsibility for the payment of the annuity to said Loury B. Gorringer, as provided in said item 14 of said decedent's last will and testament; further that thereafter on the 17th day of July 1946, said Trust was closed and determined by order duly made and entered by the Probate Court of Marion County, and said Trustee assigned, delivered and paid over to petitioner herein all assets, property and funds belonging to said Trust.

Petitioner alleges that by reason of the closing and termination of said two trusts aforesaid, he hereby petitions the court that he may be substituted as a co-defendant in the above entitled cause, in the name, place and stead of said defendants, The Union Trust Company of Indianapolis, Trustee of the Trust created under the last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee under an agreement with Mary M. Huesmann.

Petitioner further alleges that on July 2, 1937, in said above entitled cause, this court held that the real estate described in the complaint for partition of Frederic M. Ayres and Oscar Schmidt, plaintiffs, in said cause of action, was indivisible, and adjudged and decreed that the interests of all the parties in said cause, in the real estate described in said complaint for partition, should be sold by a commissioner and by said judgment and decree this court appointed, The Union Trust Company of Indianapolis, as Commissioner, to sell all of said real estate, as in said complaint for partition described; that in said decree of partition aforesaid, the court adjudged and decreed that the plaintiff, Frederic M. Ayres, was an owner in fee simple of an undivided 3/9ths of all of the said real estate described in said complaint; that the plaintiff, Oscar Schmidt, was the owner in fee simple of an undivided 3/9ths of all of the real estate described in said complaint; that the defendant, The Union Trust Company of Indianapolis, Trustee under the last will and testament of Louis C. Huesmann, deceased, was the owner in fee simple of an undivided 2/9ths of all of said real estate described in said complaint; and, that said The Union Trust Company of Indianapolis, Trustee under an agreement with Mary M. Huesmann, was the owner in fee simple of an undivided one ninth of all of the real estate described in said complaint; further that at the time of the termination of said trusts as aforesaid, there remained unsold of the real estate ordered sold by The Union Trust Company of Indianapolis, Commissioner, in said above entitled cause, the following described real estate in Marion County, State of Indiana, to-wit:



(over)

L. M. Brown Abstract Co.,
INDIANAPOLIS
TITLE
OF
ABSTRACTS

Lot numbered 12 in Wellington Estates Addition to the City of Indianapolis, according to Plat thereof, recorded in Plat Book 20 page 12 in the Recorder's office in Marion County, Indiana, subject to the conditions, provisions, limitations and restrictions contained in Plat of said Wellington Estates as recorded in Plat Book 20 page 12 in the Recorder's office of Marion County, Indiana, and,

Lots numbered 20, 56, 66, 67, 68, 69, 70, 71 and 72 in Wellington Park Heights, Addition to the City of Indianapolis, according to plat thereof recorded in Plat Book 21 page 15 in the office of the Recorder of Marion County, Indiana; subject to the conditions, provisions, limitations and restrictions contained in the plat of said Wellington Park Heights as recorded in Plat Book 21 page 15 in the Recorder's office of Marion County, Indiana.

Petitioner, further alleges that the force and effect of a completed sale by said commissioner under said decree of partition in said above entitled cause, made and entered on July 2, 1937, is an equitable conversion to personal property of the interest of said, The Union Trust Company of Indianapolis, Trustee, under the last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee, under agreement with Mary M. Huesmann, in all of the real estate sold under said Decree and judgment of partition, including all of said real estate hereinbefore described which remained unsold by said Commissioner at the time of the termination of said Trusts aforesaid; that the right, title and interest of said, The Union Trust Company of Indianapolis, Trustee, under the will of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee, under an agreement with Mary M. Huesmann, in and to all of the said real estate described in said decree of partition, including the real estate hereinbefore described herein, were limited and restricted to the right to receive their proportionate part of the purchase money derived from the sale of said real estate according to the terms of said decree, and the right of petitioner herein, Louis M. Huesmann, is also limited and restricted to the right to receive that portion of the proceeds which may be derived from the sale of said real estate by said commissioner which would have been paid to said, The Union Trust Company of Indianapolis, Trustee, under the last will and testament of Louis C. Huesmann, deceased, and, said The Union Trust Company of Indianapolis, Trustee under agreement with Mary M. Huesmann.

Petitioner further alleges and shows that petitioner herein now has the right to have the sale of all of the above described real estate continued and each of said lots sold by said, The Union Trust Company of Indianapolis, Commissioner, pursuant to the terms of said Decree of partition; and is now entitled to receive all of the money that may be deposited by The Union Trust Company of Indianapolis, Commissioner, on the interest and share of



(over)

The Union Trust Company of Indianapolis, Trustee under the last will and testament of Louis O. Huesmann, deceased, and the interest and share of said, The Union Trust Company of Indianapolis, Trustee, under an agreement with Mary M. Huesmann, under said decree of partition aforesaid; further that under and by virtue of said decree of partition, aforesaid, said The Union Trust Company of Indianapolis, Commissioner, has full power and authority to sell all of the right, title and interest which said, The Union Trust Company of Indianapolis, Trustee, under the last will and testament of Louis O. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee, under an agreement with Mary M. Huesmann, had in all of said real estate remaining unsold at the time of termination of said trusts aforesaid and without the consent of the petitioner herein. Further that a conveyance of any of the real estate hereinafter described which may be made by The Union Trust Company of Indianapolis, Commissioner, in pursuance of said Decree of partition aforesaid, with the approval of this court, as provided by law, shall pass to the grantee the title of all the parties to said above entitled cause, and the right, title and interest of petitioner herein and of all the other parties, plaintiffs and defendants, in said above entitled cause, are limited and restricted to the right to receive their proportionate part of the proceeds which may be derived from the sale or sales of any or all of said real estate hereinafter described.

Petitioner further says that pursuant to said decree of partition, made and entered herein on July 2, 1937, said The Union Trust Company of Indianapolis, Commissioner, gave notice of the time, terms and place of sale of said real estate, which notice stated that if all of the said real estate were not sold on the date named in said notice that said sale should continue, from day to day thereafter, until all of said real estate was sold, and that prior to publication of said notice has petitioner been diligent in said proceedings by said Commissioner and found by this court to be sufficient, and that under said notice said Commissioner has the right to proceed with the sale of all said real estate hereinafter described, remaining unsold at the time of the termination of said trusts aforesaid, without other or further notice.

WHEREFORE, petitioner prays that he may be substituted as co-defendant in the above entitled cause of action in the name, place and stead of said, The Union Trust Company of Indianapolis, Trustee, under the last will and testament of Louis O. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee, under agreement with Mary M. Huesmann, and that the court authorize, order and direct said The Union Trust Company of Indianapolis, Commissioner, under said decree of partition to proceed with the sale of the unsold real estate herein described, and to pay to petitioner herein all funds derived from the sale of any of said real estate that would be distributed to said The Union Trust Company of Indianapolis, Trustee under

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 INDIANAPOLIS, IND.



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the last will and testament of Louis C. Huesmann, deceased, and said The Union Trust Company of Indianapolis, Trustee, under an agreement with Mary M. Huesmann.

Louis M. Huesmann, Petitioner

Subscribed and sworn to before me this 5th day of August 1946.

L. J. Bowden, (LS)

Notary Public.

My commission expires February 17, 1946.

TITLE OF

Summons issued returnable August 14, 1946. Sheriff's return on summons endorsed to read as follows:

And served this writ by reading to and within the hearing of the within named Alma H. Ayres, Alma H. Ayres, executrix of last will of Frederic M. Ayres, deceased, and delivering to her a true copy of the same. August 9, 1946.

Albert C. Magenheimer,
Sheriff of Marion County, Indiana.

Per Rudicill: Deputy.

ABSTRACTS

And served this writ by reading to and within the hearing of the within named Alma H. Ayres, widow and legatee, devisee and trustee under the last will and testament of Frederick M. Ayres, deceased and delivering to her a true copy of the same. August 9, 1946.

Albert C. Magenheimer,
Sheriff of Marion County, Indiana.

Per Rudicill: Deputy.

L. M. Brown Abstract Co.,

And served this writ by leaving a true copy of the same at the last and usual place of residence of the within named Lyman S. Ayres, August 6, 1946.

Albert C. Magenheimer,
Sheriff of Marion County, Indiana.

Per Rudicill: Deputy.

And served this writ by leaving a true copy of the same at the last and usual place of residence of the within named Frederic M. Ayres, Jr. August 6, 1946.

Albert C. Magenheimer,
Sheriff of Marion County, Indiana.

Per Hansford: Deputy.

And served this writ by reading to and within the hearing of the within named Ann Ayres Taylor, and delivering to her a true copy of the same. August 6, 1946.

Albert C. Magenheimer,
Sheriff of Marion County,
Indiana.

Per Hansford: Deputy.

August 14, 1946. The undersigned, Oscar Schmidt.

(over)



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plaintiff in the above entitled suit for partition of real estate hereby waives the service of summons and notice of hearing on the petition of Louis M. Huesmann for substitution as defendant in the name, place and stead of defendants, The Union Trust Company of Indianapolis, Trustee, under the last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee, under an agreement with Mary M. Huesmann.

The undersigned waives notice of the time and place of said hearing and has read said petition of Louis M. Huesmann for substitution as defendant and consents to an order of the Probate Court providing for said substitution
Dated this 7th day of August 1946.

Oscar Schmidt.

August 14, 1946. The undersigned defendant in the above entitled cause hereby waives Service of Summons and hereby expressly accepts service in connection with the petition of Louis M. Huesmann for substitution as Co-defendant in the name, place and stead, of The Union Trust Company of Indianapolis, Trustee under the last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee under agreement with Mary M. Huesmann, being cause #3201 pending in the Probate Court of Marion County, Indiana, and which said petition will come on for hearing, before the Judge of said Probate Court of Marion County, Indiana, on the 14th day of August 1946.

Dated at Indianapolis, Indiana, this 14th day of August 1946.

The Union Trust Company of Indianapolis, Trustee under deed executed by the Department of Financial Institutions of the State of Indiana, under date of November 26, 1934, Recorded in Town Lot Record 925 page 46 in the Recorder's Office of Marion County, Indiana.

By Kenneth L. Peck, Asst. Secretary.

August 14, 1946. Come now the plaintiffs Alma H. Ayres, Executrix of the last will and testament of Frederic M. Ayres, deceased; Alma H. Ayres, widow and legatee, devisee and trustee under the last will and testament of Frederic M. Ayres, deceased; Lyman S. Ayres, Anne Ayres Taylor, and Frederic H. Ayres, Jr., children of Frederic M. Ayres, deceased and legatees and devisees under the last will and testament of Frederic M. Ayres, in person, and by Baker and Daniels, their attorneys; and Oscar Schmidt in person, and come also the defendants The Union Trust Company of Indianapolis, Trustee under deed executed by the Department of Financial Institutions of the State of Indiana, under date of November 26, 1934, and, The Union Trust Company of Indianapolis, Trustee under the last will and testament of Louis C. Huesmann, deceased, and, The Union Trust Company of Indianapolis, Trustee under an agreement with Mary Huesmann, in person and by their attorney Herbert J. Backer;

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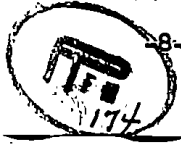


and comes also defendant Alma H. Ayres in person and, by her attorneys, Baker and Daniels, and comes also Louis M. Huesmann, petitioner herein in person and by Herbert J. Backer, his attorney, and the petitioner, Louis M. Huesmann having heretofore filed herein his verified petition for substitution as a Co-defendant in the name, place and stead of the defendants, The Union Trust Company of Indianapolis, Trustee under the last will and testament of Louis C. Huesmann, and the defendant, The Union Trust Company of Indianapolis, Trustee under an Agreement with Mary M. Huesmann, and summons having been duly issued to said plaintiffs and defendants to answer said petition aforesaid, the service of which summons was duly waived by each of the defendants to said petition aforesaid, and answers duly filed by said plaintiffs and defendants aforesaid to petition herein, said petition for substitution aforesaid said waivers of service of summons and answers of said plaintiffs and defendants to said petition aforesaid being in the words and figures following, to-wit: (H.I.) and said petition now coming on for hearing before the court upon the issues joined by the answers of each of the defendants to said petition, and said cause now being at issue, it is now submitted to the court for finding and judgment, and

The court, without the intervention of a jury, by agreement of the parties, after hearing the evidence and after being duly and sufficiently advised in the premises finds, that the allegations of said petition are true; that on or about January 4, 1928, Mary M. Huesmann, mother of said Louis M. Huesmann created a trust, by instrument in writing, as grantor therein, and The Union Trust Company of Indianapolis, as Trustee therein, in which said instrument it was provided that the income from said Trust was to be paid to the grantor during her life and upon her death, said net income, was to be paid to said Louis M. Huesmann, petitioner herein until he should arrive at the age of 40 years; that Louis C. Huesmann, petitioner's father, died testate in the City of Indianapolis, Marion County, Indiana, on September 30, 1926. That the last will and testament of said decedent was entered for Probate in the Probate Court of Marion County and the estate administered upon and closed; that pursuant to Item 14 of said last will and testament of Louis C. Huesmann deceased, a trust was created wherein The Union Trust Company of Indianapolis became Trustee of all of the rest, residue and remainder of said decedent's estate; that after providing for certain annuities in said Item 14 said decedent provided that the Trust therein created should terminate upon petitioner herein, said Louis M. Huesmann, reaching the age of 40 years provided that the mother of said Louis M. Huesmann the said Mary M. Huesmann was not than living, that said Mary M. Huesmann died on February 24, 1931, further that on April 30, 1946, petitioner herein, said Louis M. Huesmann, reached the age of 40 years, and said Trustee created under the last will and testament of Louis C. Huesmann deceased, and under an agreement with Mary M.

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Huesmann were each terminated, and petitioner herein became the owner of all assets, property, funds and interests belonging to said Trusts.

The court further finds that upon the termination of said trusts as aforesaid the defendants, The Union Trust Company of Indianapolis, Trustee, under the last will and testament of Louis C. Huesmann deceased, and The Union Trust Company of Indianapolis, Trustee, under an Agreement with Mary M. Huesmann, now ceased to have any further interest in the cause of action herein.

The court further finds, that by its decree and judgment of partition, made and entered in this cause of action on July 2, 1937, found and determined that the real estate described in the complaint of the plaintiffs, in said cause of action, was indivisible and in said decree appointed The Union Trust Company of Indianapolis, Commissioner, to make sale of all said real estate under the terms of the provisions as set out in said decree; that on April 30, 1946, the date of the termination of the trust created under the last will and testament of Louis C. Huesmann, deceased, and at the time of the termination of the trust created, under agreement with Mary M. Huesmann all there remained unsold, of said real estate so ordered sold by said Commissioner, the following described real estate in Marion County, State of Indiana, to-wit:

Lot numbered 12 in Wellington Estates Addition to the City of Indianapolis, according to Plat thereof, recorded in Plat Book 20 page 12 in the Recorder's office in Marion County, Indiana; subject to the conditions, provisions, limitations and restrictions contained in Plat of said Wellington Estates as recorded in Plat Book 20 page 12 in the Recorder's office of Marion County, Indiana, and

Lots numbered 20, 56, 66, 67, 68, 69, 70, 71 and 72 in Wellington Park Heights, Addition to the City of Indianapolis, according to plat thereof, recorded in Plat Book 21 page 15 in the office of the Recorder of Marion County, Indiana, subject to the conditions, provisions, limitations and restrictions contained in the plat of said Wellington Park Heights as recorded in Plat Book 21 page 15 in the Recorder's office of Marion County, Indiana.

The court further finds that the force and effect of a completed sale by said commissioner, under said decree and judgment of partition made and entered in said cause on July 2, 1937, is an equitable conversion to personal property of the interest of said The Union Trust Company of Indianapolis, Trustee under the last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee under an Agreement with Mary M. Huesmann, in all of the real estate so sold under said decree and judgment of partition, including all of said real estate herein before described.

The court further finds that said Decree and partition of the real estate described therein limited and restricted the right of said The Union Trust Company of Indianapolis,

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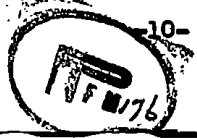


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Trustee, under the last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee, under an agreement with Mary M. Huesmann, to receive the proportionate part of the purchase money which might be derived from the sale of said real estate, according to the terms of said decree. The court further finds that the rights of said petitioner, Louis M. Huesmann, are also limited and restricted to the right to receive that portion of the proceeds which may be derived from the sale of said real estate by said Commissioner which would have been paid to The Union Trust Company of Indianapolis, Trustee under the last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee, under an agreement with Mary M. Huesmann, under and by virtue of the terms of said decree.

The court further finds that the petitioner herein, Louis M. Huesmann, and the plaintiffs, Oscar Schmidt; and Alma H. Ayres, Executrix of the last will and testament of Frederic M. Ayres, deceased; Alma H. Ayres, widow and legatee, devisee and trustee under the last will and testament of Frederic M. Ayres, deceased; Lyman S. Ayres, Anne Ayres Taylor, and Frederic M. Ayres, Jr., children of Frederic M. Ayres, deceased, and legatees and devisees under the last will and testament of Frederic M. Ayres; and the defendants, The Union Trust Company of Indianapolis, Trustee under deed executed by the Department of Financial Institutions of the State of Indiana, under date of November 26, 1934, recorded in Town Lot Record 925 page 46 in the Recorder's office of Marion County, Indiana, and Alma H. Ayres, are entitled to have all of the real estate described in said decree of partition, which remained unsold on the 30th day of April, 1946, sold by said The Union Trust Company of Indianapolis, Commissioner, under and pursuant to the terms of said decree, and upon the notice heretofore given, and without giving any other or further notice; that said petitioner Louis M. Huesmann, is entitled to have and receive from said Commissioner all of the money that may hereafter be distributed to said The Union Trust Company of Indianapolis, Trustee, under the last will and testament of Louis C. Huesmann, deceased, and said The Union Trust Company of Indianapolis, Trustee under agreement with Mary M. Huesmann under said decree and judgment of partition.

Court further finds that any report of sale to the court, duly made in this proceeding by The Union Trust Company of Indianapolis, Commissioner, together with a proper deed by said Commissioner, duly approved by this court in open court, will convey all right, title and interest of said The Union Trust Company of Indianapolis, Trustee under the last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee, under an agreement with Mary M. Huesmann, in and to said real estate on the 30th day of April 1946, without the consent and without the joinder herein of petitioner herein, said Louis M. Huesmann. It is now therefore,



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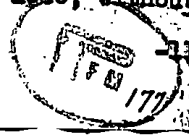
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ORDERED, ADJUDGED AND DECREED by the court, that the petitioner, Louis M. Huesmann be and he is hereby substituted as co-defendant for, and in, the name, place and stead of the defendants, The Union Trust Company of Indianapolis, Trustee, under the last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee, under an agreement with Mary M. Huesmann, and it is further,

ORDERED, ADJUDGED AND DECREED by the court, that the force and effect of a completed sale of any of said real estate, by said Commissioner, under the Decree and judgment of partition, entered in this cause of action on July 2, 1937, was and is an equitable conversion to personal property of the right, title and interest of said The Union Trust Company of Indianapolis, Trustee, under the last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee, under an agreement with Mary M. Huesmann, in all of the real estate so sold under the said Decree and Judgment of Partition aforesaid; that by the force and effect of said decree of partition, the right, title and interest of said The Union Trust Company of Indianapolis, Trustee, under the last will and testament of Louis C. Huesmann, deceased and The Union Trust Company of Indianapolis, Trustee, under an Agreement with Mary M. Huesmann, in and to the real estate described in said decree of partition, were limited and restricted to their right, as such Trustees, to receive their proportionate part of the purchase money, which might be derived from the sale of said real estate, according to the terms of said decree; that the rights of said petitioner, Louis M. Huesmann, are also limited and restricted to the right to receive that portion of the proceeds which may be derived from the sale of said real estate; by said Commissioner, which would have been paid to said defendants, The Union Trust Company of Indianapolis, Trustee, under the last will and testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee, under an agreement with Mary M. Huesmann, and it is further

ORDERED, ADJUDGED AND DECREED, by the Court, that said The Union Trust Company of Indianapolis, Commissioner, appointed by the decree and judgment of partition of this court made and entered July 2, 1937, proceed under said Decree and Judgment of Partition to sell and convey all of the real estate described in said Decree of Partition which remained unsold at the time of the termination of the Trust created under the last will and testament of Louis C. Huesmann, deceased, and said trust created under agreement with Mary M. Huesmann on the 30th of April 1936, without giving other or further notice than that heretofore given by said commissioner and reported to and approved by this court, all as shown by Proof of Publication thereof now on file. It is further,

ORDERED, ADJUDGED AND DECREED, by the court that said The Union Trust Company of Indianapolis, Commissioner, has full power and authority to sell all of the real estate, described in said Decree of Partition, remaining unsold on said 30th day of April 1946, without the consent of or the joining in



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the execution of any deed, of said real estate, by the petitioner, Louis M. Huesmann, and that a conveyance of any of the real estate hereinbefore described, which may be made by said The Union Trust Company of Indianapolis, Commissioner, in pursuance of said Judgment of Partition, with the approval of this court, as provided by law, shall pass to the Grantee the title of all of the parties to the above entitled cause, and the right, title and interest of the petitioner herein, said Louis M. Huesmann, and of all of the other parties, plaintiffs and defendants, in the above entitled cause and they and each of them are limited and restricted to the right to receive their proportionate part of the proceeds which may be derived from the sale or sales of any or all of the real estate hereinbefore described. It is further

ORDERED, ADJUDGED AND DECREED By the Court, that said The Union Trust Company of Indianapolis, Commissioner, appointed by said Decree of Partition on July 2, 1937, be, and it is hereby authorized, directed and ordered to pay to said petitioner, Louis M. Huesmann; all funds which may be derived from the sale or sales of any or all of said real estate that would be distributed to said The Union Trust Company of Indianapolis, Trustee, under the Last will and Testament of Louis C. Huesmann, deceased, and The Union Trust Company of Indianapolis, Trustee, under an agreement with Mary M. Huesmann, pursuant to said decree of partition made and entered on July 2, 1937.

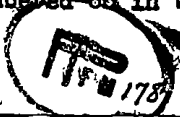
All of which is finally ordered, adjudged and decreed by the Court. Order Book 235 page 187.

November 7, 1947. Comes now the Union Trust Company of Indianapolis, Commissioner, appointed to make sale of real estate in the above entitled action for partition, and respectfully reports:

1. That said Commissioner, pursuant to the order of this court, caused, the real estate hereinafter more particularly set out to be appraised by Leo H. McAllister and John J. Broden, two disinterested freeholders, of Marion County, Indiana, and that the real estate herein reported sold was appraised at \$1,750.00 for the lot hereinafter set out; that a copy of said appraisement has heretofore been filed in this court and by reference is made a part of this report.

2. Said commissioner further shows that it caused notice of the time and place of said sale to be given by one publication in the Indianapolis News, a newspaper printed and published daily in the City of Indianapolis, Marion County, Indiana, pursuant to the order of this court authorizing and directing the sale of said real estate, a copy of said notice so given and the proof of publication thereof having heretofore been filed in this court, is now by reference made a part of this report; Further that on Friday, the 6th day of August 1937, the same being the day fixed for said sale, as set out in said notice aforesaid, said Commissioner offered said real estate for sale at private sale at the office of said commissioner, at 120 East Market Street, in the City of Indianapolis, Marion County, State of Indiana, and said Commissioner has continued to offer said real estate for sale from day to day thereafter, pursuant to said notice.

3. Further that on the 29th day of July 1947, Forrest M. Knight, of Marion County, Indiana, offered to purchase from said Commissioner, the following real estate, to-wit: Lot numbered 66 in Wellington Park Heights, an



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Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 21 page 15, in the office of the Recorder of Marion County, Indiana.

Subject to taxes for the year 1947 due and payable in 1948, and all subsequent taxes, and subject to restrictions. That the price offered for said lot was the sum of \$1,800.00; that said sum was more than the full appraised value of said lot, as set out in said appraisement of said real estate, aforesaid, and was the highest and best bid received for said lot by said commissioner, and said lot was thereupon sold to said Forrest M. Knight for the sum of \$1,800.00, subject to the approval of this court, and said purchaser has paid the full amount of the purchase price in cash, and said Commissioner now tenders to the court, for its examination and approval, a Commissioner's Deed conveying said real estate, aforesaid, to said purchaser, Forrest M. Knight.

Wherefore said Commissioner prays that said sale may be in all things approved and confirmed, and that the court note its approval on said Commissioner's deed.

The Union Trust Company of
Indianapolis, Commissioner
By Cecil A. Berry, Vice-President.

Attest: Kenneth L. Peek,
Assistant Secretary.

STATE OF INDIANA, COUNTY OF MARION, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Cecil A. Berry, a Vice President, and Kenneth L. Peek, an Assistant Secretary, of The Union Trust Company of Indianapolis, Commissioner, and they and each of them being first duly sworn upon their oaths did say that they are duly authorized to execute the foregoing report of sale for and on behalf of said corporation commissioner, for the uses and purposes therein set forth.

Witness my hand and Notarial seal this 3rd day of November 1947.

Frances K. Stich, (LS)
Notary Public.

My commission expires July 1, 1951.

November 7, 1947. Order Approving Sale of Real Estate. Comes now the parties, and comes also the Union Trust Company of Indianapolis, Commissioner appointed to make sale of real estate in the above entitled cause of action and files and submits its report of sale of the following real estate, to-wit:

Lot numbered 66 in Wellington Park Heights, an Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 21 page 15 in the office of the Recorder of Marion County, Indiana.

Subject to taxes for the year 1947, due and payable in 1948 and all subsequent taxes; and subject to restrictions to said Forrest M. Knight, which said report of sale is in the words and figures following, to-wit: (H.I.)



And the court having seen and examined said report of sale, and being duly and sufficiently advised in the premises, finds that said Forrest M. Knight, of Marion County, Indiana, offered to purchase said real estate from said Commissioner for the sum of \$1,800.00, said purchase price being more than the appraised value of said real estate, and the court further finds that said Commissioner has, heretofore, as required by order of this court, authorizing said sale, had said real estate appraised and gave notice of the time and place of the sale of said real estate, and the court further finds that said sum of \$1,800.00, offered by said Forrest M. Knight, aforesaid, was the highest and best bid received for said real estate, and said purchaser has paid the full amount of said purchase price in cash, and said sale of said real estate should be approved and confirmed. It is therefore hereby

ORDERED, ADJUDGED AND DECREED by the court that the report of Sale of said Commissioner of the following real estate, in Marion County, Indiana, to-wit:

Lot numbered 66 in Wellington Park Heights, an Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 21, page 15 in the office of the Recorder of Marion County, Indiana.

Subject to taxes for the year 1947 due and payable in 1948, and all subsequent taxes; and subject to restrictions.

Be and the same is hereby in all things approved and confirmed, and the sale of said real estate, by said Commissioner, to Forrest M. Knight, of Marion County, Indiana, is hereby approved, ratified and confirmed, and the court now approves the deed of said Commissioner conveying said real estate to said purchaser, and notes its approval thereon.

Order Book Tr. 1. page 552.



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Deed Record
1281 Page 69
Nov. 3, 1947
Recorded
Nov. 7, 1947

The Union Trust Company of
Indianapolis, as Commissioner
(Corp Seal)
By: Cecil A. Berry, Vice President
As Commissioner
Attest: Kenneth L. Peek, Assistant
Secretary

Commissioner's
Deed
Revenue Stamps
Attached

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appointed by the Probate Court of Marion County,
State of Indiana, in the cause of action for partition
No. 3201, wherein Frederic M. Ayres and Oscar Schmidt
were Plaintiffs, and The Union Trust Company of
Indianapolis, Trustee under deed executed by the Dep-
artment of Financial Institutions of the State of
Indiana, under date of November 26, 1934, recorded in
Town Lot Record 925, page 46, in the Recorder's Off-
ice of Marion County, Indiana, and The Union Trust
Company of Indianapolis, Trustee under the Last Will
and Testament of Louis C. Huesmann, deceased, and
The Union Trust Company of Indianapolis, Trustee under
an agreement with Mary Huesmann, and Alma H. Ayres,
were Defendants, by the order of said Court duly
made and entered in Order Book 176, Page 71, and by
order of said court duly made and entered in Order
Book __, Page __

TO

Forest M. Knight

Lot numbered 66 in Wellington Park Heights, an
Addition to the City of Indianapolis, the plat of
which is recorded in Plat Book 21, Page 15 in the
office of the Recorder of Marion County, Indiana.

This deed is made subject to taxes for the year
1947, due and payable in 1948, and all subsequent
taxes; subject to all liens, assessments and in-
cumbrances of any kind now due or hereafter becoming
due; to the rights of tenants in possession; and to
any and all easements or rights of way; and subject
to all the conditions, provisions, limitations and

(over)



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restrictions contained in the plat of said Wellington Park Heights Subdivision, as recorded in Plat Book 21, Page 15, in the Recorder's Office of Marion County, Indiana.

The Grantor hereby certifies that it is a corporation organized and existing under and by virtue of the laws of the State of Indiana; and that its officers and directors are citizens and residents of the United States of America and that their citizenship has existed continuously since prior to April 8, 1940; that said corporation is not acting directly or indirectly in any capacity whatsoever for any foreign country or national thereof; and that the foregoing statements are made for the purpose of inducing the grantees to accept this deed of conveyance.

Note: Examined and Approved November 7, 1947

Dan V. White
Probate Judge

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WE FIND NO FURTHER CONVEYANCES.

ENCUMBRANCES.

MORTGAGES.

-5-

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

MECHANIC'S LIENS.

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

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JUDGMENTS.

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

The Union Trust Company of Indianapolis, Trustee,
Oscar Schmidt and
The Union Trust Company, Trustee, under agreement with
Mary Huesmann,
Alma H. Ayres,
Lyman S. Ayres,
Frederic M. Ayres, Jr.
Anne Agnes Taylor,
Alma H. Ayres, Trustee, and
Louis M. Huesmann,
from August 6, 1947 to November 17, 1947 inclusive,
Forest M. Knight for the 10 years last past.

(None found unsatisfied.)

OLD AGE ASSISTANCE LIENS.

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Provided by the Acts concerning Public Welfare approved March 12, 1947.
Search has been made as to Old Age Assistance Liens filed in the office of the Recorder of Marion County, as to the persons listed and for the period specified in the foregoing judgment search.

(None found unsatisfied.)

ASSESSMENTS.

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This county lies in the Town of Meridian Hills and the records of assessments, if any, for municipal improvements are kept in said town, the search and certificate here made as to municipal assessments are strictly limited to such as may be in the hands of the Treasurer of Marion County, in the Court House at Indianapolis.

L. M. Brown Abstract Co.,



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TAXES.

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Taxes for the year 1946 paid in full.

-11-

TITLE

Taxes for the year 1947 assessed in the name of Frederic M. Ayres, et al are due and payable the first Monday in May and the first Monday in November, 1948.

OF

General Tax Duplicate #218763
Parcel #346

ABSTRACTS

Town of Meridian Hills.

May installment \$12.74 not paid.
Nov. installment \$12.74 not paid.

As shown of record these taxes are now FULLY PAID.
L. M. BROWN Abstract Co.
BY *Arnold A. [Signature]* PRES. & MGR.

-12-

L. M. Brown Abstract Co.,

Taxes for the year 1948 became a lien March 1st and are due and payable in May and November of the year 1949.

As shown of record these taxes are now FULLY PAID.
L. M. BROWN ABSTRACT CO.
BY *Arnold A. [Signature]* PRES. & MGR.



CERTIFICATE

The undersigned, L. M. BROWN ABSTRACT COMPANY, a corporation, hereby certifies, guarantees, and warrants to whoever relies upon this certificate, including present and all future persons in interest and this certificate runs with the real estate described in caption hereof, that the foregoing, within the limits of the period of search herein specified, is an ABSTRACT OF THE TITLE to and unsatisfied encumbrances upon, the real estate described in the caption hereof, and that all instruments abstracted herein appear regular in form, execution and acknowledgment unless otherwise indicated.

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

I. IN THE OFFICE OF THE RECORDER OF MARION COUNTY, search made for deeds, affidavits, miscellaneous instruments affecting the title, unsatisfied mortgages, mechanics' liens, Federal Tax Liens, and Old Age Assistance Liens.

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

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

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

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

The period of search covered by this certificate is from August 6, 1947 to and including March 29, 1948 and covers Paragraphs No. 1 to 13

both inclusive, and Sheets No. 1 to 19 both inclusive.

L. M. BROWN ABSTRACT COMPANY

By *Russell A. J...*
President & Mgr.



Established 1868

OFFICERS
RUSSELL A. FURR
 PRES. & MANAGER
VOLNEY M. BROWN
 VICE-PRESIDENT
FRED G. APPEL
 VICE-PRESIDENT
CORNELIUS O. ALIG
 TREASURER
EDSON T. WOOD, JR.
 SECRETARY
JACOB F. DELKER
 ASST. MGR.

L. M. BROWN ABSTRACT CO.

150½ EAST MARKET STREET

Phone Market 3448

ABSTRACTS—TITLE INSURANCE—ESCROWS

Capital \$150,000.00

INDIANAPOLIS 4, IND

DIRECTORS
CHAR. E. TORE
EDSON T. WOOD, JR.
FERRIS B. GANNON
VOLNEY M. BROWN
FRED G. APPEL
CORNELIUS O. ALIG
FRED WUELFING
ALLEN P. VESTAL
ALBERT E. UHL
RUSSELL A. FURR
SAMUEL S. BUTPHIN
J. ALBERT SMITH

254422

In The UNITED STATES DISTRICT COURT

SEARCH FOR
BANKRUPTCIES

At the Request of

FOREST M. KNIGHT

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

The undersigned L. M. BROWN ABSTRACT CO., of Indianapolis, hereby certifies that there are no Bankruptcies, either voluntary or involuntary, of record, in any one of the above named seven divisions of the United States District Courts for ten years last past, except such as may hereafter be set out against any one of the following named parties, under the spelling of the name as herein written, and not otherwise.

This certificate covers the Indianapolis Division down to and including March 29, 1948 and all other Divisions of the State of Indiana, down to and including March 19, 1948

In The OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, search is also made for Internal Revenue Tax Liens as filed in the Office of the Recorder of Marion County, Indiana, from March 4, 1925, to date. See Internal Revenue Code Sections 3670-3671-3672, and Acts of General Assembly of the State of Indiana, Burns' 49-3221 et seq.

The Union Trust Company of Indianapolis, Trustee
 Oscar Schmidt
 The Union Trust Company, Trustee under agreement with
 Mary Huesmann,
 Alma H. Ayres,
 Lyman S. Ayres,
 Frederic M. Ayres, Jr.
 Anne Agnes Taylor,
 Alma H. Ayres, Trustee,
 Louis M. Huesmann
 Forest M. Knight.

Dated March 29, 1948
 L. M. BROWN ABSTRACT CO.

By *Russell A. Furr*
 President and Manager

AN



1.

INDIANAPOLIS

Continuation of an abstract of title to Lot Number Sixty-six (66) in Wellington Park Heights, an Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 21 page 15 in the office of the Recorder of Marion County, Indiana.

Prepared for Fletcher Trust Company, since date of March 29, 1948.

TITLE

CONVEYANCES

Deed Record
1296 page 476
April 15, 1948
Recorded
April 16, 1948

OF

Forest M. Knight and
Grace G. Knight, his wife,
to
Clair L. Martin and
Doris N. Martin,
husband and wife.

Warranty Deed
Revenue Stamp
Attached

2.

ABSTRACTS

Lot No. 66 in Wellington Park Heights, an Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 21 page 15 in the office of the Recorder of Marion County, Indiana.

Subject to taxes of 1948 payable in 1949 and all subsequent taxes, and subject also, to restrictions of record.

Deed contains usual citizenship statement.

3.

L. M. Brown Abstract Co.,

WE FIND NO FURTHER CONVEYANCES

4.

ENCUMBRANCES

5.

MORTGAGES

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



INDIANAPOLIS

MECHANICS' LIENS

6.

Nonefound unsatisfied of record filed within the period of this search.

Misc. Record
427 page 589
Dec. 11, 1948
Recorded
Dec. 13, 1948

7.

TITLE OF ABSTRACTS

State of Indiana, Marion County, ss: Waiver of Lien

Whereas, the undersigned Crawford Hamilton, has been heretofore employed by Clair L. Martin and Doris N. Martin, to furnish certain material and labor, to wit: Furnish and install Plumbing for the building owned by Clair L. Martin and Doris N. Martin, and located on Lot #86 Wellington Heights, #6411 Spring Hill Road.

Now, Therefore, Know Ye, That the undersigned, for a good and valuable consideration, the receipt of which is hereby acknowledged, hereby and now waives and releases unto the said Clair L. Martin and Doris N. Martin, the owners of said premises, any and all lien, right of lien or claim of whatsoever kind or character on the above described building and real estate, on account of any and all labor or material, or both, furnished for or incorporated into said building by the undersigned; and I further certify that the consideration moving to the undersigned for executing this Waiver of Lien has been mutually given and accepted as absolute cash payment and not as a conditional or part payment or as security for payment.

Signed, sealed and delivered this 11th day of December 1948.

Crawford Hamilton.

Personally appeared before me this 11th day of December 1948, Crawford Hamilton, who being duly sworn on oath, says: That he is Contractor of the Plumbing and that he hereby acknowledges the execution of the foregoing instrument for and on behalf of said Clair L. & Doris Martin and at our special instance and request.

Sarah E. Montgomery, (SEAL)
Notary Public

My commission expires Oct. 9, 1949.

OLD AGE ASSISTANCE LIENS

8.

Provided by the Acts concerning Public Welfare approved March 12, 1947.

Search has been made as to Old Age Assistance Liens filed in the office of the Recorder of Marion County, as to the persons listed, and for the period specified in the following judgment search.

We find none.

L. M. Brown Abstract Co.,



INDIANAPOLIS
TITLE
OF
ABSTRACTS

JUDGMENTS

9.

Search is made and strictly limited for judgments which may have been entered against the following parties, solely under the names as herein written, and not otherwise, and the general certificate hereto appended is accordingly limited:

Forest M. Knight, from March 29, 1948 to April 16, 1948 inclusive.

Glair L. Martin and Doris N. Martin, jointly and not individually, for the ten years last past.

None found unsatisfied.

ASSESSMENTS

10.

This realty lies in the Town of Meridian Hills, and the records of assessments if any, for municipal improvements are kept in said town, the search and certificate here made as to municipal assessments are strictly limited to such as may be in the hands of the Treasurer of Marion County, in the Court House at Indianapolis.

TAXES

11.

Taxes for the year 1947 assessed in the names of Frederick M. Ayres, et al
General Tax Duplicate No. 216753
Parcel # 346
Town of Meridian Hills,
were due and payable the first Monday in May, and the first Monday in November 1948.

May installment \$12.74 paid,
Nov. installment \$12.74 paid.

12.

Taxes for the year 1948 became a lien March 4, 1949, and are due and payable in May and November 1949.

L.M. Brown Abstract Co.,

record these taxes are now
L.M. BROWN ABSTRACT CO., INC.
FULLY PAID
by *[Signature]* the year 1949.



13.

CERTIFICATE

The undersigned, L. M. BROWN ABSTRACT COMPANY, a corporation, hereby certifies, guarantees, and warrants to whoever relies upon this certificate, including present and all future persons in interest and this certificate runs with the real estate described in caption hereof, that the foregoing, within the limits of the period of search herein specified, is an ABSTRACT OF THE TITLE to and unsatisfied encumbrances upon, the real estate described in the caption hereof, and that all instruments abstracted herein appear regular in form, execution and acknowledgment unless otherwise indicated.

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

I. IN THE OFFICE OF THE RECORDER OF MARION COUNTY, search made for deeds, affidavits, miscellaneous instruments affecting the title, unsatisfied mortgages, mechanics' liens, Federal Tax Liens, and Old Age Assistance Liens.

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

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

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

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

The period of search covered by this certificate is
 from January 5, 1949 March 29, 1948 to and including
 and covers Paragraphs No. 1 to 13

both inclusive, and Sheets No. 1
 to 4 both inclusive.

L. M. BROWN ABSTRACT COMPANY

By *Russell A. Jew*
 President & Mgr.



Established 1868

OFFICERS
RUSSELL A. FURR
PRES. & MANAGER
VOLNEY M. BROWN
VICE-PRESIDENT
FRED G. APPEL
VICE-PRESIDENT
CORNELIUS O. ALIO
TREASURER
EDSON T. WOOD, JR.
SECRETARY
JACOB F. DELKER
ASST. MGR.

L. M. BROWN ABSTRACT CO.

150½ EAST MARKET STREET
Phone Market 3448

ABSTRACTS—TITLE INSURANCE—ESCROWS

Capital \$150,000.00

INDIANAPOLIS 4, IND.

DIRECTORS
CHAR. R. YORK
EDSON T. WOOD, JR.
FERSON S. GARRON
VOLNEY M. BROWN
FRED G. APPEL
CORNELIUS O. ALIO
FRED WUELFING
ALLAN P. VESTAL
ALBERT E. UHL
RUSSELL A. FURR
SAMUEL B. SUTPHIN
J. ALBERT SMITH

287497

In The UNITED STATES DISTRICT COURT

SEARCH FOR
BANKRUPTCIES

At the Request of

Fletcher Trust Company

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

The undersigned L. M. BROWN ABSTRACT CO., of Indianapolis, hereby certifies that there are no Bankruptcies, either voluntary or involuntary, of record, in any one of the above named seven divisions of the United States District Courts for ten years last past, except such as may hereafter be set out against any one of the following named parties, under the spelling of the name as herein written, and not otherwise.

This certificate covers the Indianapolis Division down to and including January 5, 1949 and all other Divisions of the State of Indiana, down to and including December 27, 1948

In The OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, search is also made for Internal Revenue Tax Liens as filed in the Office of the Recorder of Marion County, Indiana, from March 4, 1925, to date. See Internal Revenue Code Sections 3670-3671-3672, and Acts of General Assembly of the State of Indiana, Burns' 49-3221 et seq.

Forest M. Knight

Clair L. Martin

Doris N. Martin

Dated January 5, 1949

L. M. BROWN ABSTRACT CO.

By *Russell A. Furr*
President and Manager

GM



1.

INDIANAPOLIS

Continuation of an abstract of title to Lot Number Sixty-six (66) in Wellington Park Heights, an Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 21 page 15 in the office of the Recorder of Marion County, Indiana.

TITLE

Prepared for Fletcher Trust Company, since date of January 8, 1949.

2.

OF

WEFIND NO FURTHER CONVEYANCES

ABSTRACTS

ENCUMBRANCES

MORTGAGES

Mtg. Record
1493 page 116
Jan. 26, 1949
Recorded
Jan. 27, 1949

Clair L. Martin and
Doris M. Martin,
husband and wife,
to
Fletcher Trust Company,

SATISFIED OF RECORD
L. M. BROWN ABSTRACT CO., INC.
PRES. J. M. G. R.

Mortgage

3.

L. M. Brown Abstract Co.,

Lot No. 66 in Wellington Park Heights, an Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 21 page 15 in the office of the Recorder of Marion County, Indiana.

To secure the payment of a certain promissory note of \$16,000.00, the terms of which are incorporated herein by reference, with interest from date at the rate of 4 1/2 % per annum on the unpaid balance until paid, the said principal and interest to be payable at the office of Fletcher Trust Company in Indianapolis, Indiana, or at such other place as the holder may designate in writing in monthly installments of \$101.28 commencing on the first day of March 1949 and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of the entire indebtedness evidenced thereby, if not sooner paid, shall be due and payable on the first day of February 1969.

OK
June 3, 1953
Rel on margin
R.U.

- L. M. Brown Abstract Co.,
- INDIANAPOLIS
4. **MECHANICS' LIENS**
None found unsatisfied of record filed within the period of this search.
- TITLE
5. **OLD AGE ASSISTANCE LIENS**
Provided by the Acts concerning Public Welfare approved March 12, 1947.
Search has been made as to Old Age Assistance Liens filed in the office of the Recorder of Marion County, as to the persons listed, and for the period specified in the following judgment search.
- OF
- We find none.
- ABSTRACTS
6. **JUDGMENTS**
Search is made and strictly limited for judgments which may have been entered against the following parties, solely under the names as herein written, and not otherwise, and the general certificate hereto appended is accordingly limited:
Clair L. Martin and Doris N. Martin, jointly and not individually, from January 5, 1949 to date.
None found unsatisfied.
7. **ASSESSMENTS**
This realty lies in the town of Meridian Hills, and the records of assessments, if any, for municipal improvements are kept in said town; the search and certificate here made as to municipal assessments are strictly limited to such as may be in the hands of the Treasurer of Marion County, in the Court House at Indianapolis.
- TAXES
8. **TAXES**
For taxes, see previous continuation.

CERTIFICATE

The undersigned, L. M. BROWN ABSTRACT COMPANY, a corporation, hereby certifies, guarantees, and warrants to whoever relies upon this certificate, including present and all future persons in interest and this certificate runs with the real estate described in caption hereof, that the foregoing, within the limits of the period of search herein specified, is an ABSTRACT OF THE TITLE to and unsatisfied encumbrances upon, the real estate described in the caption hereof, and that all instruments abstracted herein appear regular in form, execution and acknowledgment unless otherwise indicated.

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

I. IN THE OFFICE OF THE RECORDER OF MARION COUNTY, search made for deeds, affidavits, miscellaneous instruments affecting the title, unsatisfied mortgages, mechanics' liens and Federal Tax Liens.

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

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

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

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

The period of search covered by this certificate is
 from January 27, 1949 to and including
 January 5, 1949

and covers Paragraphs No. 1 to 9

both inclusive, and Sheets No. 1

to 3

both inclusive.

L. M. BROWN ABSTRACT COMPANY

By *Russell A. Finn*
 President & Mgr.



339564

1. INDIANAPOLIS Continuation of Abstract of Title to Lot Numbered Sixty Six (66) in Wellington Park Heights, an Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 21, page 15, in the office of the Recorder of Marion County, Indiana.
- TITLE Prepared for Bruce Savage Co., since date of January 27, 1949.
2. OF WE FIND NO FURTHER CONVEYANCES
- ABSTRACTS ENCUMBRANCES
3. MORTGAGES
- None found unsatisfied of record filed within the period of this search.
4. MECHANIC'S LIENS
- None found unsatisfied of record filed within the period of this search.
5. OLD AGE ASSISTANCE LIENS
- Provided by the Acts concerning Public Welfare, approved March 12, 1947.
- Search has been made as to Old Age Assistance Liens filed in the office of the Recorder of Marion County, as to the persons listed, and for the period specified in the following judgment search.
- We find none.

L. M. Brown Abstract Co.,

339564

INDIANAPOLIS

JUDGMENTS

6.

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

Clair L. Martin and Doris N. Martin, jointly and not individually, from January 27, 1949 to date.

None found unsatisfied.

TITLE

ASSESSMENTS

7.

This realty lies in the Town of Meridian Hills, and the records of assessments, if any, for municipal improvements are kept in said town. The search and certificate here made as to municipal assessments, are strictly limited to such as may be in the hands of the treasurer of Marion County, in the court house at Indianapolis.

OF
ABSTRACTS

TAXES

8.

Taxes for year 1951 paid in full.

9.

Taxes for year 1952, assessed in names of Clair L. and Doris N. Martin, are due and payable the first Monday in May and the first Monday in November, 1953.

General Tax Duplicate No. 195671
Parcel No. 346
Town of Meridian Hills

May installment \$152.85 unpaid

Nov. installment \$152.85 unpaid

SEE EXTENSION OF ABSTRACT

10.

Taxes for year 1953 became a lien March 1st and are due and payable in May and November of the year 1954.

L. M. Brown Abstract Co.,

339564

INDIANAPOLIS

ZONING

11.

Town of Meridian Hills Zoning adopted April 1, 1946; but not filed of record.

Caption real estate lies with Class R-2 District.

ABSTRACTS OF TITLE

In a Class R-2 district no building shall be erected, or altered to accommodate or make provision for more than one family for each 24,000 square feet of the area of the lot. Provided that one single family residence may be erected on any lot separately owned at the time of the passage of this ordinance or on any numbered lot separately owned in a recorded subdivision that was on record in the office of the County Recorder at the time of the passage of this ordinance. And, Provided further, that in a Class R-2 district, no residence building hereafter erected or altered, shall have a ground floor area, exclusive of open, one-story porches and garages, of less than 1400 square feet in the case of a one-story building, nor less than 1000 square feet in the case of a one-and one-half or two-story building.

In a Class R-2 district in computing the area of a lot for the purpose of this section, if the depth of the lot is more than three times the width of such lot, a depth of only three times such width shall be used.

In a Class R-2 district for each one foot that the width of the lot exceeds one-third of the depth of the lot, one per cent shall be deducted from the lot area required by this section, but not exceeding a maximum of 10% shall be so deducted.

All ordinances or parts of ordinances of the Town of Meridian Hills, Indiana, in conflict with any provisions of this ordinance are hereby repealed; and General Ordinance NO. 1, 1940, entitled "Zoning Ordinance for Town of Meridian Hills" is hereby specifically repealed.

L. M. Brown Abstract Co.,

12.

CERTIFICATE

The undersigned, L. M. BROWN ABSTRACT COMPANY, Inc, a corporation, hereby certifies, guarantees, and warrants to whoever relies upon this certificate, including present and all future persons in interest and this certificate runs with the real estate described in caption hereof, that the foregoing, within the limits of the period of search herein specified, is an ABSTRACT OF THE TITLE to and unsatisfied encumbrances upon, the real estate described in the caption hereof, and that all instruments abstracted herein appear regular in form, execution and acknowledgment unless otherwise indicated.

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

I. IN THE OFFICE OF THE RECORDER OF MARION COUNTY, search made for deeds, affidavits, miscellaneous instruments affecting the title, unsatisfied mortgages, mechanics' liens, Federal Tax Liens, and Old Age Assistance Liens.

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

III. IN THE OFFICE OF THE TREASURER OF MARION COUNTY, search made in the current tax duplicates for unpaid taxes, assessed against the real estate for which this examination is prepared; search is also made in the assessment duplicates for unpaid Ditch assessments and Municipal improvement assessments, as the same now appear in the hands of the Treasurer for collection, which are a lien upon the real estate for which this examination is prepared. No search is made for unpaid assessments in any City or Town other than the City of Indianapolis.

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

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

The period of search covered by this certificate is
 from January 27, 1949 to and including
 April 21, 1953

and covers Paragraph No. 1 to 12.
 both inclusive, and Sheets No. 1

to -4- both inclusive.

L. M. BROWN ABSTRACT COMPANY, Inc.

By *Russell A. Davis*
 President & Mgr.



RW

Established 1868

OFFICERS

RUSSELL A. FURR
PRESIDENT
VOLNEY M. BROWN
VICE-PRESIDENT
FRED G. APPEL
VICE-PRESIDENT
CORNELIUS O. ALIG
TREASURER
EDSON T. WOOD
SECRETARY
ARCHIE H. ADAMS
ASST. SECRETARY
GEO. R. SWINFORD
MANAGER

L. M. BROWN ABSTRACT COMPANY, Inc.

150 1/2 EAST MARKET STREET

Phone Market 3448

ABSTRACTS—TITLE INSURANCE—ESCROWS

Capital \$150,000.00

INDIANAPOLIS 4, IND.

339564

DIRECTORS

EDSON T. WOOD
FERMON S. CANNON
VOLNEY M. BROWN
FRED G. APPEL
J. ALBERT SMITH
CORNELIUS O. ALIG
FRED H. WUELFING
EDWARD P. FILLION
ALBERT E. UHL
RUSSELL A. FURR
SAMUEL B. SUTPHIN

In The UNITED STATES DISTRICT COURT

SEARCH FOR
BANKRUPTCIES

At the Request of

Bruce Savage Co.

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

The undersigned L. M. BROWN ABSTRACT COMPANY, Inc., of Indianapolis, hereby certifies that there are no Bankruptcies, either voluntary or involuntary, of record, in any one of the above named seven divisions of the United States District Courts for ten years last past, except such as may hereafter be set out against any one of the following named parties, under the spelling of the name as herein written, and not otherwise.

This certificate covers the Indianapolis Division down to and including April 21, 1953 and all other Divisions of the State of Indiana, down to and including April 14, 1953

In The OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, search is also made for Internal Revenue Tax Liens as filed in the Office of the Recorder of Marion County, Indiana, from March 4, 1925, to date. See Internal Revenue Code Sections 3670-3671-3672, and Acts of General Assembly of the State of Indiana, Burns' 49-3221 et seq.

Clair L. Martin

Doris N. Martin

Dated..... April 21, 1953

L. M. BROWN ABSTRACT COMPANY, Inc.

By..... *Russell A Furr*
President

TW

341641

-1-

INDIANAPOLIS

Continuation of Abstract of Title to Lot Numbered Sixty-six (66) in Wellington Park Heights, an Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 21, page 15, in the office of the Recorder of Marion County, Indiana.

Prepared for The Indiana National Bank,
Since date of April 21, 1953.

TITLE

CONVEYANCES.

Deed Record
1491, p. 214
May 25, 1953
Recorded
May 26, 1953

Clair L. Martin, and
Doris N. Martin,
husband and wife,

Warranty Deed
Revenue Stamps
Attached

to
The Rector, Wardens and Vestrymen
of St. Paul's Protestant
Episcopal Church,
Indianapolis.

-2-

ABSTRACTS

Lot No. 66 in Wellington Park Heights, an Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 21 page 15, in the office of the Recorder of Marion County, Indiana.

Subject to all restrictions of record and legal highways and rights of way.

Subject also to the second installment of 1952 taxes, payable in November of 1953, and all subsequent taxes.

Deed contains grantors' citizenship clause.

TRANSCRIPT.

Misc. Record
501, p.
Inst. No. 37742
June 1, 1953
Recorded
June 10, 1953

CONSENT AND APPROVAL OF THE BISHOP AND
MEMBERS OF THE STANDING COMMITTEE OF
THE DIOCESE OF INDIANAPOLIS.

The undersigned, being the Bishop and at least a majority of the members of the Standing Committee of the Diocese of Indianapolis (Protestant Episcopal) hereby consent to and approve the execution of a note in the principal sum of \$21,000.00 by The Rector, Wardens and Vestrymen of St. Paul's Protestant Episcopal Church of Indianapolis, an Indiana corporation, to The Indiana National Bank of Indianapolis, and the undersigned further approve and consent to the execution of a mortgage by said church corporation to said bank in the

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L. M. Brown Abstract Co.,

341641

INDIANAPOLIS

TITLE

OF

ABSTRACTS

L. M. Brown Abstract Co.,

principal sum of \$21,000.00 securing said note and covering real estate owned by said church corporation located at 6411 Spring Mill Road, Indianapolis, Indiana, which note and mortgage are dated May 26, 1953. This approval and consent is given in accordance with Section 25-2208, Burns Indiana Statutes Annotated, 1948 Replacement, and in accordance with the Canons of said Diocese.

Richard A. Kirchhoffer,
Bishop of the Diocese
of Indianapolis

Thomas Mabley, Member
of the Standing Committee

John P. Craine, President
of the Standing Committee

Eli Lilly, Member of the
Standing Committee

John H. Vruwink, Secretary
of the Standing Committee

John W. Ashton, Member
of the Standing Committee

Imri M. Blackburn, Member
of the Standing Committee

Alex Bracken, Member
of the Standing Committee

Willis B. Conner, Jr., Member
of the Standing Committee.

STATE OF INDIANA

§§:

COUNTY OF MARION

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard A. Kirchhoffer, John P. Craine, John H. Vruwink, Willis B. Conner, Jr., Imri M. Blackburn and Thomas Mabley, known to me to be, respectively, Bishop of the Diocese of Indianapolis, and President, Secretary and members of the Standing Committee of the Diocese of Indianapolis, and who, being first duly sworn, acknowledged the execution of the foregoing consent and approval to be their voluntary act and deed.

Witness my hand and Notarial Seal this 1st day of June, 1953.

Byron P. Hollett, (LS)
Notary Public

My commission expires:
February 28, 1954.

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WE FIND NO FURTHER CONVEYANCES.

ENCUMBRANCES.

-2-

341641

INDIANAPOLIS

MORTGAGES.

Mortgage Record
1686, p. 465
May 26, 1953
Recorded
May 26, 1953

-5-

*Rel 5-22-63
31184
DW*

ABSTRACTS OF TITLE

The Rector, Wardens, and Vestrymen of St. Paul's Protestant Episcopal Church, Indianapolis,

to
The Indiana National Bank of Indianapolis.

Lot No. 66 in Wellington Park Heights, an Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 21, page 15, in the office of the Recorder of Marion County, Indiana.

To secure the payment of a promissory note of even date herewith in the principal sum of \$21,000.00 payable in installments with interest as provided for in said note, the final installment thereof being due and payable on May 26, 1963, all without relief from valuation or appraisal laws and with attorney's fees

SATISFIED OF RECORD
L. M. BROWN TITLE DIVISION

OF
LAWYERS TITLE INSURANCE CORP.

L. J. Callahan

L. M. Brown Abstract Co.,

MECHANICS' LIENS.

-6-

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

341641

INDIANAPOLIS

TITLE

OF

ABSTRACTS

L. M. Brown Abstract Co.,

OLD AGE ASSISTANCE LIENS.

-7-

Provided by the Acts concerning Public Welfare approved March 12, 1947.

Search has been made as to Old Age Assistance Liens filed in the office of the Recorder of Marion County, as to the persons listed, and for the period specified in the following judgment search.

We find None.

JUDGMENTS.

-8-

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

Clair L. Martin, and Doris N. Martin, jointly and not individually from April 21, 1953 to May 26, 1953 inclusive. St. Paul's Protestant Episcopal Church for 10 years last past.

(None found unsatisfied.)

ASSESSMENTS.

-9-

This realty lies in the Town of Meridian Hills, and the record of assessments, if any, for municipal improvements are kept in said town; the search and certificate here made as to municipal assessments are strictly limited to such as may be in the hands of the treasurer of Marion County, in the court house at Indianapolis.

341641

INDIANAPOLIS

TAXES.

-10-

Taxes for the year 1951 fully paid.

TITLE

-11-

Taxes for the year 1952 assessed in the names of Clair L. and Doris N. Martin, are due and payable the first Monday in May and the first Monday in November of the year 1953.

OF

ABSTRACTS

General Tax Duplicate No. 195671

Town of Meridian Hills

Parcel No. 346

May installment \$152.85 paid

Nov. installment \$152.85 unpaid.

SEE EXTENSION OF ABSTRACT

-12-

Taxes for the year 1953 became a lien March 1st and are due and payable in May and November of the year 1954.

L. M. Brown Abstract Co.,

-13-

CERTIFICATE

The undersigned, L. M. BROWN ABSTRACT COMPANY, Inc., a corporation, hereby certifies, guarantees, and warrants to whoever relies upon this certificate, including present and all future persons in interest and this certificate runs with the real estate described in caption hereof, that the foregoing, within the limits of the period of search herein specified, is an ABSTRACT OF THE TITLE to and unsatisfied encumbrances upon, the real estate described in the caption hereof, and that all instruments abstracted herein appear regular in form, execution and acknowledgment unless otherwise indicated.

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

I. IN THE OFFICE OF THE RECORDER OF MARION COUNTY, search made for deeds, affidavits, miscellaneous instruments affecting the title, unsatisfied mortgages, mechanics' liens, Federal Tax Liens, and Old Age Assistance Liens.

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

III. IN THE OFFICE OF THE TREASURER OF MARION COUNTY, search made in the current tax duplicates for unpaid taxes, assessed against the real estate for which this examination is prepared; search is also made in the assessment duplicates for unpaid Ditch assessments and Municipal improvement assessments, as the same now appear in the hands of the Treasurer for collection, which are a lien upon the real estate for which this examination is prepared. No search is made for unpaid assessments in any City or Town other than the City of Indianapolis.

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

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

The period of search covered by this certificate is
 from April 21, 1953 to and including
 June 10, 1953

and covers Paragraph No. 1 to 13
 both inclusive, and Sheets No. 1

to 6 both inclusive.

L. M. BROWN ABSTRACT COMPANY, Inc.

By *James A. Brown*

President & Mgr.



BC

Established 1868

OFFICERS
RUSSELL A. FURR
 PRESIDENT
VOLNEY M. BROWN
 VICE-PRESIDENT
FRED G. APPEL
 VICE-PRESIDENT
CORNELIUS O. ALIG
 TREASURER
EDSON T. WOOD
 SECRETARY
ARCHIE H. ADAMS
 ASST. SECRETARY
GEO. R. SWINFORD
 MANAGER

L. M. BROWN ABSTRACT COMPANY, Inc.

180 1/2 EAST MARKET STREET
Phone Market 3448

ABSTRACTS—TITLE INSURANCE—ESCROWS

Capital \$150,000.00
INDIANAPOLIS 4, IND.

DIRECTORS
EDSON T. WOOD
FELMER S. GANNON
VOLNEY M. BROWN
FRED G. APPEL
J. ALBERT SMITH
CORNELIUS O. ALIG
FRED H. WUELFING
EDWARD P. FILLION
ALBERT E. UHL
RUSSELL A. FURR
SAMUEL S. BUTPHIN

341641

In The UNITED STATES DISTRICT COURT

SEARCH FOR
BANKRUPTCIES

At the Request of

INDIANA NATIONAL BANK

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

The undersigned L. M. BROWN ABSTRACT COMPANY, Inc., of Indianapolis, hereby certifies that there are no Bankruptcies, either voluntary or involuntary, of record, in any one of the above named seven divisions of the United States District Courts for ten years last past, except such as may hereafter be set out against any one of the following named parties, under the spelling of the name as herein written, and not otherwise.

This certificate covers the Indianapolis Division down to and including June 10, 1953
and all other Divisions of the State of Indiana, down to and including May 28, 1953

In The OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, search is also made for Internal Revenue Tax Liens as filed in the Office of the Recorder of Marion County, Indiana, from March 4, 1925, to date. See Internal Revenue Code Sections 3670-3671-3672, and Acts of General Assembly of the State of Indiana, Burns' 49-3221 et seq.


Clair L. Martin

Doris N. Martin

St. Paul's Protestant Episcopal Church

Dated June 10, 1953

L. M. BROWN ABSTRACT COMPANY, Inc.

By  President

BC

82719

1.

Continuation of Abstract of Title to Lot Numbered Sixty-six (66) in Wellington Park Heights, an Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 21, page 15, in the office of the Recorder of Marion County, Indiana.

INDIANAPOLIS, INDIANA

Prepared for MERCHANTS NATIONAL BANK AND TRUST COMPANY, since date of June 10, 1953.

CONVEYANCES

CERTIFICATE OF THE ELECTION OF THE WARDENS AND VESTRYMEN OF ST. PAUL'S EPISCOPAL CHURCH, INDIANAPOLIS, INDIANA, DIOCESE OF INDIANAPOLIS

Inst. No.
65-5381
Feb. 2, 1965
Recorded
Feb. 3, 1965

Leuyers Title Insurance Corporation

This is to certify that the Congregation of St. Paul's Episcopal Church, Indianapolis, Indiana, Diocese of Indianapolis, did on January 24, 1965, pursuant to the Canons of the Episcopal Church, and the laws of the State of Indiana, elect the following Wardens and Vestrymen for the year 1965:

2.

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Oran W. Morrissey,	110 Bow Lane	C1 5-3470
Kenneth Kohlstaedt,	645 E. 80th St.	C1 5-1744
Merrill N. Johnson,	5670 Carvel Ave.	C1 1-4076
John E. Hollett, Jr.,	477 Pine Dr.	V1 6-1477
John E. Cady, Senior	Warden, 7410 Holliday Dr., W.	C1 1-1190
John S. Weitzel, Junior	Warden, 9440 College Ave.	V1 6-0569
Joseph L. Howett,	5258 Boulevard Pl.	C1 5-6014
Roger E. Sherman,	8565 N. Pennsylvania St.	C1 5-3026
Charles R. Miller,	5145 N. New Jersey St.	At 3-1106
Alfred T. Symmes,	6445 N. Illinois St.	C1 1-3032
William V. Bell,	120 E. 73rd St.	C1 1-4456
Keith C. Reese,	7256 N. Chester Ave.	T1 9-1287

All of Indianapolis, Indiana.

(Signed) Thomas H. Krise

(Office) Thomas H. Krise, Clerk

82719

INDIANAPOLIS. INDIANA

STATE OF INDIANA }
COUNTY OF MARION } SS:

Subscribed and sworn to before me this 2nd day of
February, 1965.

Pauline Pontius (LS)
Notary Public

My Commission Expires:
May 7, 1968

Instrument discloses name of person preparing same.

3. WE FIND NO FURTHER CONVEYANCES

Jayyers Title Insurance Corporation

ENCUMBRANCES

MORTGAGES

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

FINANCING STATEMENTS

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

INDIANAPOLIS, INDIANA

MECHANICS' LIENS

6.

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

JUDGMENTS

7.

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

St. Paul's Protestant Episcopal Church, for the ten years last past.

None found unsatisfied.

Laubers Title Insurance Corporation

ASSESSMENTS

8.

This realty lies in the Town of Meridian Hills and the records of assessments, if any, for municipal improvements, are kept in said town; the search and certificate here made as to Municipal assessments are strictly limited to such as may be in the hands of the Treasurer of Marion County, in the Court House at Indianapolis.

82719

TAXES

9. Taxes for the year 1964 and prior years: Paid in full.

10. Taxes for the year 1965 assessed in the name of St. Paul's Protestant Episcopal Trs. Church.

ASSESSED VALUATION:

Land	\$ 1,760.00
Improvements	\$ 8,510.00
Exemption	\$10,270.00
Net Valuation	-----

Parcel No. 820-8000346.
General Tax Duplicate No. 6052339.
Town of Meridian Hills,

were due and payable the first Monday in May and November, 1966.

May installment	}	Non-
November installment		

11. Taxes for the year 1966 are due and payable in May and November, 1967.

12. Taxes for the year 1967 became a lien March 1st and will be due and payable in May and November, 1968.

Leuyers Title Insurance Corporation

INDIANAPOLIS, INDIANA

**CONSENT AND APPROVAL FROM THE BISHOP AND STANDING COMMITTEE
OF THE DIOCESE OF INDIANAPOLIS
OF THE PROTESTANT EPISCOPAL CHURCH**

Consent and approval of the undersigned Bishop and Standing Committee of the Diocese of Indianapolis of the Protestant Episcopal Church of the United States hereby are given to The Rector, Wardens and Vestrymen of St. Paul's Episcopal Church, INDIANAPOLIS, of INDIANAPOLIS, Indiana, to sell and convey ~~(or lease)~~ to _____, for not less than the sum of \$ 15,000⁰⁰ ~~(or \$ _____ per month rental)~~, the following described real estate located in MARION

County, Indiana, to-wit: [Here insert full legal description of real estate.]

Lot numbered Sixty-Six (66) in Wellington Park Heights, an Addition to the City of Indianapolis, the plat of which is recorded in Plat Book 21, page 15, in the Office of the Recorder of Marion County, Indiana.

This consent and approval are given at the request of the aforesaid church corporation and pursuant to authority granted by the Canons of the Diocese of Indianapolis and the laws of the State of Indiana, including particularly Section 25-2208 of Burns' Indiana Statutes, Annotated, as Amended.

Dated this 24th day of SEPTEMBER, 1966

[Signature]
[Signature]
[Signature]

[Signature]
 John P. Craine, Bishop of the Diocese of Indianapolis
[Signature]
[Signature]
[Signature]

MEMBERS OF THE STANDING COMMITTEE OF THE DIOCESE OF INDIANAPOLIS

STATE OF INDIANA } SS:
 COUNTY OF MARION }

Before me, a Notary Public in and for said County and State, personally appeared John P. Craine, known by me to be the Bishop of the Diocese of Indianapolis of the Protestant Episcopal Church of the United States, and W. Robert Webb, Russell B. Staines, John D. Cochran, Theodore C. H. Losche, Elizabeth Battle, William A. Eddy and Frank V. H. Carthy,

known by me to be duly elected and qualified Members of the Standing Committee of the Diocese of Indianapolis and constituting a majority of said Standing Committee, all of whom acknowledged the execution and delivery of the foregoing consent and approval to be their voluntary act and deed this 24th day of September, 1966.

My commission expires:

June 10, 1967

[Signature]
 Notary Public

82719
ZONING INFORMATION

SUMMARY OF SELECTED PROVISIONS CONTAINED IN MARION COUNTY RESIDENTIAL ZONING ORDINANCE OF 1966

Prepared for information only. Consult the ordinance for details and for certain provisions omitted here.

District	Permitted Uses	Minimum Lot Size, Sq. Ft.	Minimum Lot Width, Feet	Minimum Frontage, Feet	Rear	Minimum Yards (2)		Min. Open Space, % of Lot Area	Max. Building Height	Minimum Floor Area		Min. No. of Off-St. Parking Spaces
						Total	1 Side			1 story	2 story	
D-5	1-F	43,560	150	75	25	15	85		35	1,200	800	2
D-1	1-F	24,000	90	45	25	8	80		35	1,200	800	2
D-2	1-F	15,000	80	40	25	7	75		35	1,200	800	2
	2-F(3)	20,000	120(4)	40	25	7	75		35	2,400	1,600	2
D-3	1-F	10,000(5)	70	35	20	6	70		35	900	660	2
	2-F(3)	15,000(5)	105(4)	35	20	6	70		35	1,800	1,320	2
D-4	1-F	7,200(5)	60	30	20	5	65		35	900	660	2
	2-F(3)	10,000(5)	90(4)	30	20	5	65		35	1,800	1,320	2
D-5	1-F	5,000(6)	50	30	20	4	60		35	720	600	2
	2-F(3)	9,000(6)	90(4)	30	20	4	60		35	1,440	1,200	2
D-6	M-F	5,000(7)	None	150	30(2)	30(2)	3.85:1(9)		35(11)	None	None	1,60:1(13)
	S-F,C	5,000(7)	None	150	30(2)	30(2)	3.85:1(9)		35(12)	None	None	1,60:1(13)
D-7	M-F	2,800(7)	None	150	20(2)	20(2)	2.1:1(9)		35(11)	None	None	1,40:1(13)
D-8	U-D	1,600(7)	30	30	15	4	1.18:1(9)		35	None	None	1,00:1(13)
D-9	M-F	2,000(8)	None	150	20(2)	20(2)	1.45:1(9)		None	None	None	1,20:1(13)
D-10	M-F	1,600(8)	None	100	20(2)	20(2)	1.18:1(9)		None	None	None	1,00:1(13)
D-11	MH	5,900(7)	None	150	20(2)	20(2)	4.60:1(9)		35	None	None	1,80:1(13)
D-12	2-F	12,000(5)	100	100	20	7	65		35	None	None	2.
	S-F,C	8,300(7)	None	150	20(2)	20(2)	6.70:1(9)		35	None	None	2.10:1(13)

(OVER)

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82719

- (1) 1-F = one-family dwelling; 2-F = two-family dwelling; M-F = attached multi-family dwellings;; S-F,C = detached single-family cluster dwellings; UD = urban dwellings (any residential type); MH = mobile home dwellings. All districts permit temporary and accessory uses and home occupations, all as regulated by sections 2.14, 2.15 and 2.16, respectively.
- (2) Front yards in all districts vary according to the type thoroughfare upon which they front (see section 2.17). In D-6, 7, 9, 10, 11 and S-F,C in D-12 districts, minimum yard requirements apply only to perimeter yards.
- (3) Two-family dwellings permitted on corner lots only in these districts.
- (4) Minimum lot width required on each street.
- (5) 5,000 additional square feet of lot area required if individual sewage disposal systems are used.
- (6) Attachment to public or semi-public water and sanitary sewer facilities is required.
- (7) No minimum lot size, however, project size must conform to ratios shown; i.e., project must contain 5 sq. ft. of land area for each 1 sq. ft. of floor area of structures within the project.
- (8) D-9 and D-10 districts have sliding scale. See footnote (14).
- (9) Ratio of required open space to floor area; i.e., 3.85 sq. ft. of open space is required for each 1 sq. ft. of floor area.
- (10) D-9 and D-10 districts have sliding scale. See footnote (14).
- (11) 35 foot height limitation but limited to 3 stories.
- (12) 35 foot height limitation but limited to 2 stories.
- (13) Ratio of required number of parking spaces to number of living units; i.e., 1.6 spaces are required for each living unit.
- (14) D-9 and D-10 districts have sliding scale depending upon building height, as follows:

Bldg. Height, Stories	Project Size Ratio		Open Space Ratio		Parking Space Ratio	
	D-9	D-10	D-9	D-10	D-9	D-10
Less than 4 stories	2.00:1	1.60:1	1.45:1	1.18:1	1.20:1	1.00:1
4-5 stories	1.25:1	1.25:1	0.87:1	0.87:1	1.00:1	0.94:1
6-11 stories	0.60:1	0.60:1	0.45:1	0.45:1	1.00:1	0.75:1
12 or more stories	0.37:1	--	0.29:1	--	1.00:1	--
12-23 stories	--	0.33:1	--	0.28:1	--	0.75:1
24 or more stories	--	0.31:1	--	0.27:1	--	0.75:1

April 5, 1967

The real estate herein abstracted appears in Dwelling District D-2 all as shown by the Dwelling District Zoning map of Marion County, and is subject to the restrictions of the Dwelling District Zoning Ordinance of Marion County, Indiana, Metropolitan Plan Commission Docket No. 66-A0-2, in force August 2, 1966.

Lawyers Title Insurance Corporation

Abstracts - Escrows - Title Insurance

140 EAST WASHINGTON STREET PHONE 638-6401 INDIANAPOLIS, INDIANA 46204

82719

In The UNITED STATES DISTRICT COURT

SEARCH FOR
BANKRUPTCIES

At the Request of

MERCHANTS NATIONAL BANK AND TRUST COMPANY

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

The Undersigned Lawyers Title Insurance Corporation, with offices in Indianapolis, hereby certifies that there are no Bankruptcies, either voluntary or involuntary, of record, in any one of the above named eight divisions of the United States District Court for ten years last past, except such as may hereafter be set out against any one of the following named parties, under the spelling of the name as herein written, and not otherwise.

This certificate covers the Indianapolis Division down to and including April 11, 1967, 8AM and all other Divisions of the State of Indiana down to and including March 24, 1967, 8AM

In The OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, search is also made for Internal Revenue Tax Liens as filed in the Office of the Recorder of Marion County, Indiana, from March 4, 1925, to date. See Internal Revenue Code Sections 3670-3671-3672, and Acts of General Assembly of the State of Indiana, Burns' 49-3221 et seq.

St. Paul's Protestant Episcopal Church

LAWYERS TITLE INSURANCE CORPORATION

L. M. Brown Division

Dated April 11, 1967, 8 A.M.

By

L. J. Cobble, Jr.

pl