

1943

47665

DEED #204

Deed to Lot # 8  
original Plat of the  
Town of South Bend.  
excepting 22 feet from  
the entire length of the  
North side.

(Property immediately  
South of City Hall)





# Marranty Deed 47665

**This Adventure Witnesseth,** That LEONARD B. LIPPMAN, single and of adult age, of Cook County, Illinois; ROSE SCHWALTZ and JAMES J. SCHWALTZ, her husband, of Cook County, Illinois; BERNICE KISER and RAYMOND S. KISER, her husband, of Marion County, Indiana,

of County, in the State of  
MUNICIPAL CITY OF SOUTH BEND, INDIANA

of St. Joseph County, in the State of Indiana, for and in consideration of EIGHTEEN THOUSAND FIVE HUNDRED and no/100 (\$18,500.00) Dollars, the receipt whereof is hereby acknowledged, the following described *Real Estate* in St. Joseph County in the State of Indiana, to-wit:

Lot Numbered Eight (8) as shown on the Original Plat of the Town, now City of South Bend, excepting therefrom a lot or parcel of land twenty-two (22') feet in width, North and South, taken off of and from the entire length of the North side thereof.

Subject to taxes now liens thereon and to existing tenancies. The grantors reserve all rents for the month of August, 1943, and earlier rents.

Said Leonard B. Lippman, sometimes known as Leonard Lippman, said Rose Schmaltz and said Bernice Kiser, grantors, are the sole and only heirs at law of Stella Lippman, deceased, late of St. Joseph County, Indiana, whose estate was administered in St. Joseph Superior Court No. 1 of said County, being Estate No. 4120 in said Court.

**In Witness Whereof,** The said LEONARD B. LIPPMAN, single and of adult age, of Cook County, Illinois; ROSE SCHWALTZ and JAMES J. SCHWALTZ, her husband, of Cook County, Illinois; BERNICE KISER and RAYMOND S. KISER, her husband, of Marion County, Indiana

have hereunto set their hands and seals, this 4<sup>th</sup> day of August 1943.

Leonard B. Lippman (Seal)  
Rose Schmaltz (Seal)  
James J. Schmaltz (Seal)  
Bernice Kiser (Seal)  
Raymond S. Kiser (Seal)

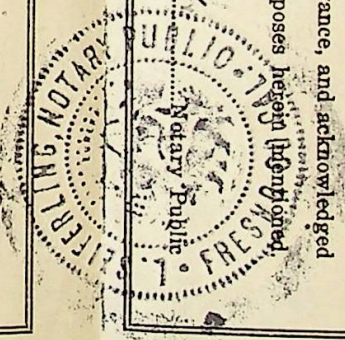


California, State of INDIANA, Tredway, COUNTY, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 10th day of August, A. D., 1943, personally appeared the within named LEONARD B. LIPPMAN, single and of adult age;

Grantor..... in the above conveyance, and acknowledged the execution of the same to be his voluntary act and deed, for the uses and purposes herein mentioned. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal. My Commission expires Sept. 5, 1943.

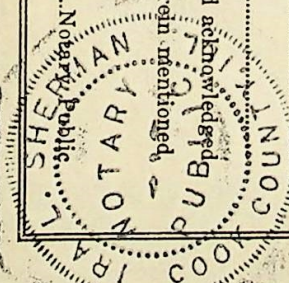
Notary Public in and for the State of California



Illinois, Cook COUNTY, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 11th day of August, A. D., 1943, personally appeared the within named ROSE SCHMAITZ and JAMES J. SCHMAITZ, her husband,

Grantor..... in the above conveyance, and acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal. My Commission expires March 27th, 1945.



STATE OF INDIANA; MARION COUNTY; SS:

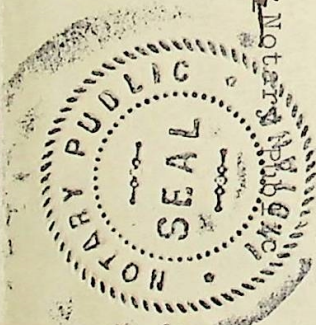
Before me, the undersigned, a Notary Public, in and for said County and State, this 13th day of August, A. D., 1943, personally appeared the within named BERNICE KISER and RAYMOND S. KISER, her husband, grantors in the above conveyance, and acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires

My commission expires Feb. 29, 1945

Handwritten signature of Notary Public



RECORDED AT 10:15 A.M. ST. JOSEPH COUNTY Wm. J. WALSH, RECORDER AUG 18 1943

Deed #204

47665

WARRANTY DEED

FROM LEONARD B. LIPPMAN, ROSE SCHMAITZ and JAMES J. SCHMAITZ; BERNICE KISER and RAYMOND S. KISER

TO MUNICIPAL CITY OF SOUTH BEND

Received for record this 18 day of August, 1943

at 10:15 o'clock A.M., and

Recorded in Book No. 362 page 545-6

Recorder ST. JOSEPH County

Duly entered for taxation this 18 day of Aug, 1943

Auditor's fee \$ 00

Auditor St. Joseph County

100 10

CHECKED INDEXED



WHEREAS, the City of South Bend, Indiana, a municipal corporation, is the owner in fee simple of Lot Number Eight(8) except a strip twenty-two(22') feet in width taken off of and from the entire length of the north side thereof in the original plat of the town, now the City of South Bend, St. Joseph County, State of Indiana;

WHEREAS, there is constructed on said lot a brick building the south side of which is north of the south line of said lot approximately two (2") inches from the property line of Lot Seven(7) in the original plat of the town, now the City of South Bend, St. Joseph County, State of Indiana, as hereinafter set forth;

WHEREAS, Nelson S. Bowsler, John L. Taylor, and Carl Emil Johnson, as tenants in common, are the owners in fee simple of a part of Lot Number Seven(7) in the original plat of the town, now the City of South Bend, St. Joseph County, State of Indiana, described as: Beginning at a point twenty-four and one-half( $24\frac{1}{2}$ ') feet East of the Southwest corner of said lot; thence running North fifty(50') feet; thence East six(6") inches; thence North sixteen(16') feet to the North line of said lot; thence East fifty-two(52') feet; thence South sixteen(16') feet; thence East six inches(6"); thence South fifty(50') feet to the south line of said lot; thence West fifty-three(53') feet to the place of beginning; and also beginning at a point seventy-seven(77') feet six(6") inches East of the Southwest corner of said Lot Number Seven(7); thence East eight and one-half( $8\frac{1}{2}$ ") inches to the center line of the present brick wall; thence North along the center line of said brick wall fifty(50') feet; thence West six(6") inches to the West line of said present brick wall; thence North sixteen(16') feet to the North line of said lot; thence West eight and one-half( $8\frac{1}{2}$ ") inches; thence South sixteen (16') feet; thence East six(6") inches, which point is eight and one-half( $8\frac{1}{2}$ ") inches West of the center line of said brick wall; thence South fifty(50') feet to the place of beginning; together with and



subject to all rights, titles, and interests, appurtenant thereto as shown by the record title thereof;

WHEREAS, the owners of said part of Lot Number Seven(7) are now constructing on said property a brick building, the North wall of which is on their property line and is approximately two(2") inches from the South wall of the building owned by said City, with some variation in distance more or less at different points between said walls;

WHEREAS, the architect for the owners of said part of Lot Number Seven(7) and the engineer for the City of South Bend are agreed that because of the proximity of the walls of said buildings and the small space between them when the building on said part of Lot Number Seven(7) is completed, there shall be the possibility of damage done to both of said walls by the action of the elements, which condition shall prevail if measures to correct the same are not taken;

WHEREAS, said architect and engineer agree that the prospective damage can be eliminated by closing this space of approximately two(2") inches by closing the upper space thereof and the East opening thereof by use of brick, mortar, cement, or other appropriate material;

WHEREAS, the owners of such part of Lot Number Seven(7) have proposed at their expense to close said openings as heretofore set forth on receiving proper consent and acquittance to do so from the said City of South Bend;

NOW THEREFORE, the City of South Bend, Indiana, a municipal corporation, acting by and through its Board of Public Works and Safety finds that it is for the benefit of its said property that such space between said buildings be closed, that it accepts the proposal of the owners of said part of Lot Number Seven(7) to so close said opening, that such action of said owners is hereby consented to and approved, that it declares such action to be of right, not a trespass or unlawful possession, and that no action by or on behalf of said City or any of its duly constituted sub-divisions thereof shall lie



against or be taken against said owners of a part of Lot Number Seven (7), or their successors in interest thereto, because of such construction to close said opening; and finally said City of South Bend, Indiana, hereby releases the owners of said part of Lot Number Seven(7) and their successors in interest thereto, of all necessity to maintain said closing construction and releases them of any liability for any damage or trespass to the building of said City caused by said construction of the closing, and said City assumes no responsibility of any expense in said construction or maintenance thereof.

November 19, 1945.

CITY OF SOUTH BEND, INDIANA, A MUNICIPAL CORPORATION, ACTING BY AND THROUGH ITS BOARD OF PUBLIC WORKS AND SAFETY.

*Clyde E. Williams*  
.....  
*Nathan Key*  
.....  
*W. J. [Signature]*  
.....



November 23, 1945

Mr. George G. Feldman,  
1010 Building & Loan Tower,  
South Bend, Indiana

Dear Sir:

Enclosed please find one copy of an agreement signed by the City of South Bend, Indiana through its Board of Public Works and Safety concerning the closing of a space approximately two (2") inches between a building on Lot No. 8, original plat of city of South Bend, and a building on part of Lot No. 7, original plat of the City of South Bend, building on Lot No. 8 owned by the said City of South Bend, and building on Lot No. 7 owned in fee simply by Nelson S. Bowsher, John L. Taylor and Carl Emil Johnson.

Very truly yours,

BOARD OF PUBLIC WORKS AND SAFETY

James P. Conboy, Clerk

fn  
encl.