

#437

SPECIAL WARRANTY DEED

between Joseph D. Oliver, Jr. Gertrude
Oliver Cunningham, Susan Catherine Oliver,
and J. Oliver Cunningham

Filed for record: June 27, 1961

Additional land bought
for Olive St Station
when meter dept was
transferred there

TRUSTEES' SPECIAL WARRANTY DEED

49012

Transfer 45124
Taxing Unit 813
Date 6/27/61

THIS INDENTURE WITNESSETH, That JOSEPH D. OLIVER Jr.,

GERTRUDE OLIVER CUNNINGHAM, SUSAN CATHERINE OLIVER and J. OLIVER CUNNINGHAM,

Date 6/27/61 as Trustees under a Deed of Trust dated the 30th day of December, A. D. 1919, wherein JOSEPH D. OLIVER, of South Bend, Indiana, individually and as Trustee, was the Grantor, and which Deed of Trust has heretofore been amended (said Deed of Trust and amendments thereto having been duly recorded in the Recorder's Office of St. Joseph County, Indiana), convey and release unto the Municipal City of South Bend, Indiana, and its Water Works Department, and its successors and assigns for the sum of one dollar (\$1.00) and other valuable considerations, the following described real estate in St. Joseph County, in the State of Indiana, to wit:

A parcel of land situated in the North East Quarter (N.E. $\frac{1}{4}$) of the North West Quarter (N.W. $\frac{1}{4}$), Section 15, Township No. 37 North Range 2 East in the City of South Bend, Indiana, described and bounded by a line running as follows:

Beginning at a point located in the center line of Olive Street in the city of South Bend, Indiana, 718.25 feet South of the North line of Section 15, Township 37 North, Range 2 East, said point being the intersection of the north boundary line of a 17.761 acre tract owned by the City of South Bend, with the center line of Olive Street; thence West 1057.13 feet to the South-easterly right-of-way line of the New York Central Railway Company; thence Northeasterly along the said Southerly right-of-way line to a point of intersection of the Southeasterly right-of-way line of the New York Central Railway Company and a line 50 feet North of and parallel to the North boundary line of the 17.761 acre tract owned by the City of South Bend; thence East along said parallel line a distance of 943.61 feet to the center line of Olive Street; thence South along the center line of Olive Street 50 feet to the point of beginning.

When a total of 21.957 acres was sold to the City of South Bend under deed dated September 1, 1922, the above described strip of land containing 1.16 acres was reserved for a possible right-of-way for the Indiana Northern Railway Company. Now, years later, this possibility has been abandoned.

Subject to local taxes assessed in 1961, payable in 1962, and all taxes thereafter.

And the grantors, as Trustees as aforesaid, covenant that they are lawfully seized of the said premises, and have good right to convey the same, that as such trustees they have not committed or suffered any act

*Mail to 7 John Hotzhammer
224 77th Main
South Bend, Indiana*

ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

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BOOK PAGE
JAMES I. WALSH
RECORDER

whereby the title to said land has been, or will be in any manner encumbered or impaired, and that they will warrant and defend the title thereto against any liens or encumbrances created or suffered by them as such Trustees.

The foregoing conveyance is made in pursuance of the powers contained in said Deed of Trust dated the 30th day of December, A. D. 1919, heretofore amended.

IN WITNESS WHEREOF, the said Trustees have hereunto set their hands and affixed their seals this fifteenth day of June A.D. 1961.



Joseph D. Oliver Jr. (SEAL)
Joseph D. Oliver Jr., Trustee

Gertrude Oliver Cunningham (SEAL)
Gertrude Oliver Cunningham, Trustee

Susan Catherine Oliver (SEAL)
Susan Catherine Oliver, Trustee

J. Oliver Cunningham (SEAL)
J. Oliver Cunningham, Trustee

STATE OF INDIANA)
) SS:
COUNTY OF ST. JOSEPH)

Before me, the undersigned, a Notary Public in and for said County, came JOSEPH D. OLIVER Jr. and GERTRUDE OLIVER CUNNINGHAM and SUSAN CATHERINE OLIVER acknowledged the execution of the above deed by them as Trustees as aforesaid.

WITNESS my hand and Notarial Seal, this 23rd day of June A. D. 1961.

Robert O. Kuehl
Robert O. Kuehl, Notary Public

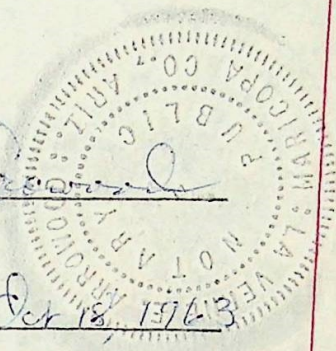
My Commission expires 4/13/64.

STATE OF ARIZONA)
) SS:
COUNTY OF MARICOPA)

Before me, the undersigned, a Notary Public in and for said County, came J. OLIVER CUNNINGHAM, and acknowledged the execution of the above deed by him as Trustee as aforesaid.

WITNESS my hand and Notarial Seal, this 15th
day of June A. D. 1961.

L. R. E. ...
Notary Public



My Commission expires Oct 18, 1963

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49012

DULY ENTERED FOR TAXATION
EMERY L. POLNAR
AUDITOR
ST. JOSEPH CO., INDIANA

June 27, 1961
Fee \$.10

#437

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CHECKED

Jose

#437

TITLE INSURANCE POLICY

Union Title
Company

INDIANAPOLIS



Name of Insured

Municipal City of South
Bend, Indiana and its Water
Works Department

Amount of Insurance \$1,740.00

Policy No. SJT-2007

5197

No. SJT-2007

\$ 1740.00

Union Title Company

INDIANAPOLIS

POLICY of TITLE INSURANCE

This Policy of Title Insurance Witnesseth, that the UNION TITLE COMPANY, in consideration of the payment of its premiums and charges for examination of title, the receipt of which is hereby acknowledged, doth hereby guarantee and insure

MUNICIPAL CITY OF SOUTH BEND, INDIANA AND ITS WATER WORKS DEPARTMENT,
AND ITS SUCCESSORS AND ASSIGNS

executors, administrators, heirs, devisees, successors or assigns against all loss or damage not exceeding ONE THOUSAND SEVEN HUNDRED FORTY and no/100 - - dollars, which the insured shall sustain by reason of any defect in the title of the insured as set forth in Schedule A herein to the real estate or interest therein, described in said Schedule A, or by reason of liens or encumbrances affecting the same, at the date hereof, excepting only such liens, encumbrances and other matters as are set forth in Schedule B herein, subject to the conditions and stipulations hereto annexed, which are incorporated herein and made a part of this Policy.

IN WITNESS WHEREOF, UNION TITLE COMPANY has caused this policy to be executed this 28th day of June 1961.

This policy is valid only when countersigned by a duly authorized officer or agent.

UNION TITLE COMPANY

Countersigned

By

Vern E. Bondridge

President

The ABSTRACT and TITLE Corporation
of South Bend
302 Tower Building

And by

Ray E. Sweet

Secretary

By

John E. Neousha
Vice President

Authorized Officer—Agent



SCHEDULE A

1. The estate or interest of the insured covered by this policy: Fee simple under the following deed:
Warranty Deed: Executed by Joseph D. Oliver, Jr., Gertrude Oliver Cunningham, Susan Catherine Oliver and J. Oliver Cunningham, as Trustees under Deed of Trust dated the 30th day of December, A. D. 1919, - to - MUNICIPAL CITY OF SOUTH BEND, INDIANA and its WATER WORKS DEPARTMENT, and its successors and assigns -
Dated June 15, 1961 - Filed for record June 27, 1961 -
Deed Record 615, pages 585-587 Office of Recorder -
St. Joseph County - State of Indiana -

2. Description of the property the title to which is insured herein, situated in the State of Indiana, County of St. Joseph:

A parcel of land situated in the North East quarter of the North West quarter of Section 15, Township 37 North, Range 2 East, in the City of South Bend described and bounded by a line running as follows, viz:

Beginning at a point located in the center line of Olive Street in the City of South Bend, 718.25 feet South of the North line of Section 15, Township 37 North, Range 2 East, said point being the intersection of the North boundary line of a 17.761 acre tract owned by the City of South Bend, with the center line of Olive Street; thence West 1057.13 feet to the Southeasterly right-of-way line of the New York Central Railway Company; thence Northeasterly along the said Southerly right-of-way line to a point of intersection of the Southeasterly right-of-way line of the New York Central Railway Company and a line 50 feet North of and parallel to the North boundary line of the 17.761 acre tract owned by the City of South Bend; thence East along said parallel line a distance of 943.61 feet to the center line of Olive Street; thence South along the center line of Olive Street, 50 feet to the point of beginning.

SCHEDULE B

Showing estates, interests, defects or objections to title, and liens, charges, and incumbrances affecting said premises or the estate or interest insured, which do or may now exist, and against which the Company does not insure or agree to indemnify.

Item 1. Taxes for 1961 payable in 1962 and all subsequent taxes.

Item 2. Legal highways.

Item 3. Rights of the City of South Bend to lay and maintain water mains under the surface and across said premises as granted in a warranty deed from James Oliver 2nd, et al., to City of South Bend, dated July 25, 1922, recorded September 1, 1922, in Deed Record 174, pages 67-68.

CONDITIONS AND STIPULATIONS OF THIS POLICY

1. The UNION TITLE COMPANY shall have the right to, and will, at its own cost and charges, defend the party guaranteed in all actions of ejectment or other action or proceeding founded upon a claim of title, incumbrance or defect which existed or is claimed to have existed prior in date to this policy and not excepted herein; reserving, however, the option of settling the claim or paying this policy in full; and the payment or tender of payment to the full amount of this policy shall determine all liability of this Company thereunder. In case any such action or proceeding shall be begun, it shall be the duty of the party guaranteed at once to notify the Company thereof in writing and secure to it, when practicable, the right to defend such action or proceeding, and to give all reasonable assistance therein. If such notice shall not be given to the Company within seven days after the service of the first summons or other process in such action or proceeding, then all liability of this Company in regard to the subject matter of such action or proceeding shall cease and be determined; provided, however, that failure to notify shall in no case prejudice the claim of the party guaranteed if he shall not be a party to such action or proceedings, nor be served with summons therein, nor have any knowledge of such action or proceeding.

2. Whenever the Company shall have settled a claim under this policy, it shall be entitled to all rights and remedies which the party guaranteed would have had against any other person or property in respect to such claim, had this policy not been made and the party guaranteed undertakes to transfer or cause to be transferred to it such rights, together with the right to use the name of the party guaranteed when necessary for the recovery thereof, such rights of subrogation to vest in the Company unaffected by any act of the party guaranteed.

3. A statement in writing of any loss or damage for which it is claimed this Company is liable shall be furnished to the Company within sixty days after such loss or damage, and no right of action shall accrue under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had under this policy unless action shall be commenced thereon within three years after the expiration of said last mentioned period of thirty days; and a failure to furnish such statement of loss or damage, and to commence such action within the times hereinbefore specified, shall be a conclusive bar against the maintenance of any action under this policy.

4. All payments under this policy shall reduce the amount guaranteed pro tanto, and no payment can be demanded without producing the policy for endorsement of such payment. If the policy be lost or destroyed, indemnity must be furnished to the satisfaction of the Company. It is expressly understood and

agreed that any loss payable under this policy may be applied by this Company to the payment of any mortgage mentioned in Schedule B, the title under which is insured by this Company, or which may be held by this Company, and the amount so paid shall also be deemed a payment to the insured under this policy. The aggregate liability of this Company under this policy and any policy issued to the holder of any such mortgage, shall not exceed the amount of this policy.

5. Nothing contained in this policy shall be construed as a guarantee against defects or incumbrances created subsequent to the date hereof or created by the insured hereunder.

6. Loss or damage by reason of taxes or assessments which have not become liens at the date of this policy, or mechanic's liens when no notice thereof appears of record, is not covered by this policy.

7. Nothing contained in this policy shall be construed as insuring (1) against the consequences of any law, ordinance or governmental regulation (including building and "zoning" ordinances) limiting or regulating the use or enjoyment of the property herein described or the character, dimensions or location of any improvement erected or to be erected thereon or (2) against the consequences of the exercise or attempted exercise of "police power" or the power of "eminent domain" over said property, or (3) the title or rights of the assured in any premises beyond the lines of the premises described in Schedule "A", or in any streets, roads, avenues, lanes, ways or waters, on which said property abuts, unless such rights are specifically expressed as being insured, or (4) against loss or damage by reason of the rights and claims of parties in physical possession not shown of record, or (5) the acreage or area contained in a given tract nor the accuracy or location of boundary lines, unless an accurate survey of the premises described is furnished or (6) against judgments or other liens of record or bankruptcies in the office of the Clerk of the United States Courts or of the Collector of Internal Revenue unless notice shall have been filed in the office of the Clerk or Recorder of the county where the real estate herein described is located.

8. Any untrue statement made by insured, or the agent of the insured, with respect to any material fact, any suppression of or failure to disclose any material fact; any untrue answer, by the insured, or the agent of the insured, to material inquiries before the issuing of this Policy, shall void this Policy.

9. This policy may be transferred and assigned, as of the date of its issuance, to the grantee of insured herein, upon payment to the Company of its usual fee for such transfer.