

#460

NORTHWEST CORNER CHAPIN & WESTERN
Part of South Half of Lot 16 in Ruckman's
Subdivision of Outlot 75.

Prepared for: **Davis Realty and/or**
Civil City of South Bend

SCHEDULE A

Your No.

Commitment No. **App'n #16777**

ISSUED BY
ABSTRACT CO. of ST. JOSEPH COUNTY
210 J.M.S. BUILDING
SOUTH BEND, INDIANA 46601
PHONE 232-5845
Inquiries should be directed
to **H. B. Clarke**

1. Effective date: **January 7, 1969 at 8:00 A. M.**

2. Policy or Policies to be issued:

(a) ALTA Owners Policy — Form **B** — 1962 \$ 1150.00

Proposed Insured: **Civil City of South Bend, Indiana**

(b) ALTA Standard Loan Policy, Coverage — 1962 \$ _____

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple.

4. Title to said estate or interest in said land is at the effective date hereof vested in:

METROPOLITAN LIFE INSURANCE COMPANY, A NEW YORK CORPORATION,

5. The land referred to in this Commitment is located in the County of **St. Joseph,**
State of **Indiana** and described as follows:

A part of the South Half ($\frac{1}{2}$) of Lot Numbered Sixteen (16) as shown on the recorded Plat of Ruckman's Sub-division of Bank Out Lot Numbered 75 of the First Plat of Out Lots of the Town, now City of South Bend, platted by the State Bank of Indiana, described as follows:

Beginning at the Southeast corner of Lot 16, said southeast corner being 33 feet North of the centerline of Western Avenue and 33 feet West of the centerline of Chapin Street; thence South $89^{\circ} 57'$ West along the North line of Western Avenue a distance of 37.5 feet to the point of curvature of a 37.5 foot radius curve; thence along a 37.5 foot radius curve a distance of 58.9 feet to the point of tangency of the 37.5 foot radius curve, said point being on the West line of Chapin Street; thence South $0^{\circ} 07'$ East along the West line of Chapin Street a distance of 37.5 feet to the point of beginning; containing 302 square feet, more or less.

SCHEDULE B

Commitment No. 8213

- I. The following are the requirements to be complied with:
1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Standard Exceptions:

- (a) Rights or claims of parties in possession not shown by the public records.
- (b) Easements, or claims of easements, not shown by the public records.
- (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- (d) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

3. Special Exceptions:

- (a) Taxes for the year 1968 payable in 1969 (Key #7-03-18; 56-2192)

c (1967 valuation: Land - 4900.00 Improvement - 6050.00 Total - 10,950.00)
(Affects caption real estate and other real estate)

(b) Memorandum of Lease between Metropolitan Life Insurance Company, Lessor and Cities Service Oil Company, a Delaware Corporation, Lessee, which memorandum is dated June 8, 1959 and recorded July 18, 1959 in Miscellaneous Record 167, page 224. Said lease affects caption real estate and other property and the referred to lease is also dated June 8, 1959 for a term of 25 years from July 1, 1959, plus five consecutive option periods of five years each.

ISSUED BY

This is the corner of Western Ave. and Chapin which was leased by Citgo
You had asked Mr. Bennet of Davis Realty to obtain a title policy which
he is forwarding to us. He is also awaiting a reply from Metropolitan
regarding the lease of Citgo as you requested.

ZARI

and/or
of South Bend

ISSUED BY
ABSTRACT CO. OF ST. JOSEPH COUNTY

Prepared for: Davis Realty and/or
Civil City of South Bend

ISSUED BY
ABSTRACT CO. OF ST. JOSEPH COUNTY
210 J.M.S. BUILDING

SCHEDULE A SOUTH BEND, INDIANA 46601

PHONE 232-5845

Inquiries should be directed
to H. B. Clarke

Your No.

Commitment No. App'n #16777

1. Effective date: January 7, 1969 at 8:00 A.M.

2. Policy or Policies to be issued:

		<u>Amount</u>
(a) <input checked="" type="checkbox"/> ALTA Owners Policy —	Form <u>B</u> — 1962	\$ <u>1150.00</u>
Proposed Insured: Civil City of South Bend, Indiana		

(b) <input type="checkbox"/> ALTA Standard Loan Policy,	Coverage — 1962	\$ _____
Proposed Insured:		

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ABSTRACT CO

SCHEDULE B

Commitment No. 8213

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1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

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(Affects caption real estate and other real estate)
 - (b) Memorandum of Lease between Metropolitan Life Insurance Company, Lessor and Cities Service Oil Company, a Delaware Corporation, Lessee, which memorandum is dated June 8, 1959 and recorded July 18, 1959 in Miscellaneous Record 167, page 224. Said lease affects caption real estate and other property and the referred to lease is also dated June 8, 1959 for a term of 25 years from July 1, 1959, plus five consecutive option periods of five years each.

VERBAL ORDERS

Where do we stand on this?

M. Harris

Miss Patricia

Presented to

EMENT BEND-MISHAWAKA, INC.



REALTOR Date September 18, 1968

Date and Time from the owner, hereinafter called the seller, through you as Number 16 of Ruckman's sub-division with Bend, Indiana more commonly known

State of Indiana, with these terms and conditions: Dollars (\$1,150.00) Dollars (\$) Dollars (\$)

deposited with Realtor shall be applied on the purchase price at The balance of purchase price is to be paid in cash at the time of closing Liability to secure within days of acceptance of this offer a firm commitment Dollars (\$) years.

expressly agreed that, notwithstanding any other provisions of this contract, the purchaser agrees to deliver to the purchaser a written statement issued by the FHA Commissioner setting forth the valuation made by the FHA Commissioner. The seller has delivered to the purchaser a written statement, the seller hereby agrees to deliver to the purchaser a written statement issued by the FHA Commissioner setting forth the valuation made by the FHA Commissioner. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised value of the property for mortgage insurance purposes of not less than \$.

Paragraph 2. (SALE BY ASSUMPTION OF MORTGAGE). The balance of the purchase price shall be paid in cash at the time of closing. that the City of South Bend will remove and reinstall the C1100 sign presently on this property and will remove and reinstall the present curb cuts by installing new sidewalks and curbs in accordance with the attached drawing. Sheet 3 of 2 add letter. Legal description also attached.

It is expressly agreed that all terms and conditions of this contract are included herein, and no verbal agreements of any kind shall be binding upon the parties, and this contract shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns. The Realtor hereby acknowledges receipt of said earnest money deposit in the amount of \$.

By Jack R. Harris (Realtor or Salesman) DAVIS REALTY BOARD OF PUBLIC WORKS AND SAFETY ATTY. (Purchaser) Purchase Agreement this day of 19

As owner and seller of the property described herein, I hereby accept the foregoing commission for his services rendered in this transaction. METROPOLITAN LIFE INSURANCE COMPANY Seller

the sum of Dollars (\$) Address of Seller #1 MADISON AVE - NEW YORK - N.Y. 10010 Address of Purchaser Seller

F. B. HARNEY - ASSISTANT GENERAL COUNSEL

at the Southeast corner of Lot 16, said southeast corner being 33 feet North of the centerline of Western Avenue and 33 feet West of the centerline of Chapin Street; thence South 89° 57' West along the North line of Western Avenue a distance of 37.5 feet to the point of curvature of a 37.5 foot radius curve; thence along a 37.5 foot radius curve a distance of 58.9 feet to the point of tangency of the 37.5 foot radius curve, said point being on the West line of Chapin Street; thence South 0° 07' East along the West line of Chapin Street a distance of 37.5 feet to the point of beginning; containing 302 square feet, more or less.

PURCHASE AGREEMENT

MULTIPLE LISTING SERVICE OF SOUTH BEND-MISHAWAKA, INC.

METROPOLITAN LIFE INSURANCE COMPANY



RECEIVED

REALTOR

Date September 18, 19 68

Date and Time

The undersigned, hereinafter called purchaser, hereby agrees to purchase from the owner, hereinafter called the seller, through you as Realtor, the real estate known as A part of the South half of Lot Number 16 of Ruckman's sub-division of Bank Out Lot #75 of the First Plat of the City of South Bend, Indiana more commonly known as 805 Western Avenue, South Bend,

Purchase Price: Eleven Hundred and Fifty Dollars (\$ 1,150.00)

Earnest Money Deposit: NONE Dollars (\$)

Additional Earnest Money Deposit: NONE Dollars (\$)

on or before , 19 . Such earnest money deposited with Realtor shall be applied on the purchase price at the closing of this transaction. Balance of purchase price shall be payable in accordance with Paragraph 4 below.

Paragraph 1. (SALE SUBJECT TO CONDITIONS). The balance of purchase price is to be paid in cash at the time of closing subject to the conditions in sub-paragraph below:

A. This offer is expressly conditioned on purchaser's ability to secure within days of acceptance of this offer a firm commitment for a mortgage loan in an amount not less than Dollars (\$) to be amortized monthly over a period of not less than years.

B. If an FHA insured loan is to be secured, it is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein, or to incur any penalty by forfeiture of earnest money deposits or otherwise, unless the seller has delivered to the purchaser a written statement issued by the FHA Commissioner setting forth the appraised value of the property for mortgage insurance purposes of not less than \$, which statement the seller hereby agrees to deliver to the purchaser promptly after such appraised value statement is made available to the seller. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the FHA Commissioner.

Paragraph 2. (SALE BY ASSUMPTION OF MORTGAGE). The balance of the purchase price of this property the following manner:

that the City of South Bend will remove and reinstall the sign presently on this property and will remove and reinstall the present curb cuts by installing new sidewalks and curbs in accordance with the attached drawing, Sheet 3 of and letter. Legal description also attached.

It is expressly agreed that all terms and conditions of this contract are included herein and no verbal agreements of any kind shall be binding upon the parties, and this contract shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns. The Realtor hereby acknowledges receipt of said earnest money deposit in the amount of \$.

By Jack R. Harris (Realtor or Salesman) DAVIS REALTY Arthur W. Furst ATTY. (Purchaser) BOARD OF PUBLIC WORKS AND SAFETY

As owner and seller of the property described herein hereby accept the foregoing Purchase Agreement this day of , 19 .

and agree to sell in accordance therewith and to pay to Dollars (\$) commission for his services rendered in this transaction. METROPOLITAN LIFE INSURANCE COMPANY

Address of Seller #1 MADISON AVE - NEW YORK - N.Y. 10010 Seller Seller

Address of Purchaser Seller Seller

E. B. HARNEY - ASSISTANT GENERAL COUNSEL

recorded Plat of Ruckman's Sub-division of Bank Out Lot Numbered 75 of the First Plat of Out Lots of the Town, now City of South Bend, platted by the State Bank of Indiana, described as follows:

Beginning at the Southeast corner of Lot 16, said southeast corner being 33 feet North of the centerline of Western Avenue and 33 feet West of the centerline of Chapin Street; thence South 89° 57' West along the North line of Western Avenue a distance of 37.5 feet to the point of curvature of a 37.5 foot radius curve; thence along a 37.5 foot radius curve a distance of 58.9 feet to the point of tangency of the 37.5 foot radius curve, said point being on the West line of Chapin Street; thence South 0° 07' East along the West line of Chapin Street a distance of 37.5 feet to the point of beginning; containing 302 square feet, more or less.

PURCHASE AGREEMENT

MULTIPLE LISTING SERVICE OF SOUTH BEND-MISHAWAKA, INC.

RECEIVED Date September 18, 1968

METROPOLITAN LIFE INSURANCE COMPANY REALTOR

The undersigned, hereinafter called purchaser, hereby agrees to purchase from the owner, hereinafter called the seller, through you as Realtor, the real estate known as A Part of the South Part of Lot Number 16 of Ruckman's SUB-DIVISION of Bank Out Lot #75 of the First Plat of the City of South Bend, Indiana more commonly known as 805 Western Avenue, South Bend, State of Indiana with these terms and conditions:

Purchase Price: Eleven Hundred and Fifty Dollars (\$1,150.00) with these terms and conditions: Earnest Money Deposit: NONE Dollars (\$1,150.00) Additional Earnest Money Deposit: NONE Dollars (\$) on or before 1968 Dollars (\$)

Such earnest money deposited with Realtor shall be applied on the purchase price at the closing of this transaction. Balance of purchase price shall be payable in accordance with Paragraph 1. (SALE SUBJECT TO CONDITIONS). The balance of purchase price is to be paid in cash at the time of closing subject to the conditions in sub-paragraph below:

A. This offer is expressly conditioned on purchaser's ability to secure within 45 days of acceptance of this offer a firm commitment for a mortgage loan in an amount not less than \$1,150.00 to be amortized monthly over a period of not less than 30 years.

B. If an FHA insured loan is to be secured, it is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein, or to incur any penalty by forfeiture of earnest money deposits or otherwise, unless the seller has delivered to the purchaser a written statement issued by the FHA Commissioner setting forth the appraised value of the property for mortgage insurance purposes of not less than \$1,150.00 which statement, the seller hereby agrees to deliver to the purchaser promptly after such appraised value statement is made available to the seller. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the FHA Commissioner.

Paragraph 2. (SALE BY ASSUMPTION OF MORTGAGE). The balance of the purchase price shall be paid at time of closing in the following manner: A. Purchaser will assume and agree to pay the balance that is due at the time of closing on a mortgage or mortgages now of record against the above described property; said mortgage(s) having an approximate unpaid balance of \$1,150.00 as of 9/18/68. The monthly payments are presently \$100.00 which includes principal and interest, B. After subtracting the earnest money deposit and assumption balance from the purchase price, the balance shall be paid in cash, subject, however, to all other conditions in this contract.

Paragraph 3. (SALE BY CONTRACT). The balance of the purchase price shall be paid as follows: A down payment of \$1,150.00 Dollars (\$) of which the earnest money deposit shall be a part, and the balance of \$0.00 Dollars (\$) shall be paid under the terms of a form of Land Contract approved by the Indiana Real Estate Association, Inc., or the Bar Association of St. Joseph County, Indiana, to be executed by the parties at the closing of the transaction, the interest rate therein to be 7.5%. Monthly payment of \$100.00 plus taxes and insurance.

Paragraph 4. (SALE ON OTHER BASIS). Purchase price to be paid in cash at time of closing. Land being purchased is described as follows: Beginning at the SE corner of Lot 16, said southeast corner being 33' north of the centerline of Western Ave. and 33' west of the centerline of Chapin St., thence South 89° 57' East along the N. line of Western Ave. a distance of 37.5' to the point of curvature of a 37.5' radius curve; thence along a 37.5' radius curve a distance of 58.9' to the* nature of a 37.5' radius curve; thence along a 37.5' radius curve a distance of 58.9' to the* Purchase price shall be paid in cash on or about 11/15/68.

Purchaser shall have complete possession on 11/15/68. After closing, the seller, if he remains in possession, agrees to pay to seller agrees to pay at the rate of \$0.00 Dollars per day for use of purchaser's property, until possession date. After possession date if seller remains, the Rents, if any, and interest on mortgage indebtedness, if any, shall be prorated as of the date of closing. Taxes for the present calendar year, payable next year, shall be prorated to the date of closing and shall be based upon the last known official tax rate. The seller is to pay all other taxes and assessments which are now a lien against said real estate.

At time of closing sellers will execute and deliver a Warranty Deed (or Contract of Sale, if so specified) conveying said real estate (or in the case of Contract of Sale, agreeing to convey) free and clear of all liens and encumbrances except as stated herein and subject to all covenants, easements, or restrictions of record, if any. At the time of closing seller agrees that the real estate and the improvements thereon shall be in the same condition as they now are, ordinary wear and tear excepted.

This offer is made subject to sellers' approval and is irrevocable for 75 days. This purchase includes such fixtures, window shades, venetian blinds, curtain rods, window blinds, painted to floors, storm/sash screens, awnings, ledges, clothes poles, laundry tubs, shrubbery, traverse rods, water heater, disposal, incinerator, gas burner, oil burner, stove, heat regulator, water pump, sump, pressure tank, water softener (except rental units), towel racks and bars, door bells or chimes, lattices, TV/television, antenna, and rotor only, if installed or in use on the premises. Seller guarantees that all of the above accessories or appliances are fully paid for, at the time of closing of this transaction, unless otherwise herein stated. The risk of loss or damage to improvements on said real estate or a substantial portion thereof by fire or otherwise, (unit) delivery of deed or contract, is assumed by seller, and if all or a substantial portion of said buildings are destroyed or damaged prior to the execution of said deed or contract of sale, this agreement shall not be binding upon the purchaser, and in such event any earnest money deposited shall be returned to the purchaser.

The said earnest money deposit above mentioned shall be returned in full to purchaser promptly in event this proposition is not accepted. In the event this proposition is accepted, and purchaser shall, without legal cause, fail or refuse to complete the purchase of said real estate in accordance with the terms and conditions hereof, said earnest money deposit shall be retained by the realtor under his listing contract with said seller and shall be applicable to the realtor's and seller's damages. In the event the sellers default in the terms and conditions of this agreement, the buyer shall be entitled to recovery of the earnest money deposit. Nothing in this agreement shall prevent either the buyer or the seller from enforcing the specific performance of this agreement, provided they are otherwise entitled to such relief.

Seller hereby understands and agrees to pay necessary lenders procurement fees to facilitate financing, such fee not to exceed \$100.00 of amount financed. FURTHER CONDITIONS: Point of tangency of the 37.5' radius curve, said point being on the west line of Chapin St., thence South 00° 07' East along the west line of Chapin St. a distance of 37.5' to the point of beginning; containing 302 sq. ft., more or less. It is also understood that the City of South Bend will remove and reinstall the C.T.O.C. sign presently on this property and will remove and reinstall the present curb cuts by installing new sidewalks and curbs in accordance with the attached drawing, Sheet 3 of 8 and letter.

Legal description also attached. It is expressly agreed that all terms and conditions of this contract are included herein and no verbal agreements of any kind shall be binding upon the parties, and this contract shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns. The Realtor hereby acknowledges receipt of said earnest money deposit in the amount of \$1,150.00.

By Jack R. Hama (Realtor or Salesman) DANIS REALTY (Purchaser) Board of Public Works and Safety. As owner and seller of the property described herein, we hereby accept the foregoing Purchase Agreement this 18th day of September, 1968.

Address of Seller #1 Madison Ave New York - NY 10010 Address of Purchaser 805 Western Ave South Bend, Indiana 46601

Commission for this services covered in this transaction. Metropolitan Life Insurance Company. E. Harney - Assistant General Counsel.

#460

13-141-021

THIS INDENTURE WITNESSETH that METROPOLITAN LIFE INSURANCE COMPANY, a corporation organized under and by virtue of the laws of the State of New York, and authorized to do business in the State of Indiana, Grantor, GRANTS AND CONVEYS to CIVIL CITY OF SOUTH BEND, a municipality, its successors and assigns, Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the following described property located in St. Joseph County, Indiana, to wit:

A part of the South Half of Lot Number 16 of Ruckman's Sub-Division of Bank Out Lot Number 75 of the First Plat of the City of South Bend, Indiana, described as follows:

Beginning at the SE corner of Lot 16, said southeast corner being 33' north of the centerline of Western Avenue and 33' west of the centerline of Chapin Street; thence South 89° 57' West along the north line of Western Avenue a distance of 37.5' to the point of curvature of a 37.5' radius curve; thence along a 37.5' radius curve a distance of 58.9' to the point of tangency of the 37.5' radius curve, said point being on the west line of Chapin Street; thence South 0° 07' East along the west line of Chapin Street a distance of 37.5' to the point of beginning; containing 302 square feet, more or less.

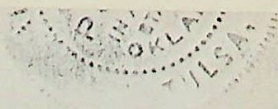
TO HAVE AND TO HOLD the same, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the Grantee forever.

SUBJECT TO:

1. Any state of facts that an accurate survey would show.
2. Current taxes not yet delinquent.
3. Easements, covenants, rights of way, of record if any.
4. The rights of Cities Service Oil Company, its successors or assigns, or any party claiming by, through or under such company, or by virtue of any conditions suffered

SEPPH CO.
DANA
OR RECORD
3 48 PM '69
PAGE
ALCZYNSKI

BOOK 714 PAGE 379



#460

13-141-021

Auditor, St. Joseph County, Indiana SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH that METROPOLITAN LIFE INSURANCE COMPANY, a corporation organized under and by virtue of the laws of the State of New York, and authorized to do business in the State of Indiana, Grantor, GRANTS AND CONVEYS to CIVIL CITY OF SOUTH BEND, a municipality, its successors and assigns, Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable considerations. the receipt of which is hereby acknowledged, the following described property located in St. Joseph County, Indiana, to wit:

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TO HAVE AND TO HOLD the same, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the Grantee forever.

SUBJECT TO:

1. Any state of facts that an accurate survey would show.
2. Current taxes not yet delinquent.
3. Easements, covenants, rights of way, of record if any.
4. The rights of Cities Service Oil Company, its successors or assigns, or any party claiming by, through or under such company, or by virtue of any conditions suffered or permitted by such company.

METROPOLITAN LIFE INSURANCE COMPANY warrants the title to subject property only against the lawful claims of any and

My Commission Expires: January 21, 1973.



Alberta Baker,

Notary Public

by, through or under the said Grantor.

IN WITNESS WHEREOF, the said METROPOLITAN LIFE INSURANCE COMPANY has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer this 2ND DAY OF MAY 1969

METROPOLITAN LIFE INSURANCE COMPANY

By A. P. Davin Investment Vice-President REAL ESTATE FINANCING

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

Before me, the undersigned, a Notary Public in and for said County and State, this date personally appeared A. P. Davin Investment Vice-President REAL ESTATE FINANCING of Metropolitan Life Insurance Company, and acknowledged the execution of the foregoing deed. Grantor further states under oath that the statement herein contained pertaining to Gross Income Tax is true.

WITNESS my hand and notarial seal this 2ND DAY OF MAY 1969



Daniel J. Lane
Notary Public

My Commission Expires:

DANIEL J. LANE
NOTARY PUBLIC, State of New York
No. 40-7417500
Qualified in Putnam County
Certificate filed in New York County
Commission Expires March 30, 1970

Indiana Gross Income Tax on Sale of Real Estate	
Paid by	Metropolitan Life Ins. Co. Grantor
Date Paid	5-23-69
Amount Paid \$	23.00
Treasurer's Receipt #	285038
St. Joseph County	

ST. JOSEPH CO. INDIANA
FILED FOR RECORD
MAY 23 3 48 PM '69
BOOK EDWIN A. KALCZYNSKI RECORDER PAGE

BOOK 714 PAGE 379

RECORDED
EDWIN A. KALCZYNSKI
BOOK 248 PAGE 574
MAY 23 3 48 PM '69

598

INSURANCE COMPANY
ONE MADISON AVENUE, NEW YORK, N.Y. 10010

F. J. Gerty

ASSISTANT SECRETARY

I, of Metropolitan Life Insurance Company, a New York corporation, do hereby certify that the following is a full, true and correct copy of Section 4.1 of the By-Laws of Metropolitan Life Insurance Company:

"The President or any one of the following, to the extent there are such officers, namely, any Chairman of the Board, Vice-Chairman of the Board, Chairman of the Finance Committee, Vice-President, Treasurer, Actuary, Secretary, General Counsel, ~~Associate Actuary, Associate General Counsel, or Manager or Assistant Manager~~, whether designated General or Resident, of the Canadian or Pacific Coast Head Office, or any officer or employee designated for the purpose by or pursuant to authorization of the Board or any committee of the Board shall have power to execute all instruments in writing necessary or desirable for the Company to execute in the transaction and management of its business and affairs (including, without limitation, contracts and agreements, transfers of bonds, stocks, notes and other securities, proxies, powers of attorney, deeds, leases, releases, satisfactions and instruments entitled to be recorded in any jurisdiction, but excluding, to the extent otherwise prescribed by these By-Laws, checks and other orders drawn on funds of the Company deposited in its name and policies, contracts, agreements, amendments and endorsements of, for or in connection with insurance or annuities) and to affix the corporate seal. If any such instrument shall be required by law or otherwise to be executed by more than one person, any two or more of such officers or designated employees or any one or more of such officers or designated employees with an officer who is an Associate or an Assistant of any of the foregoing specified officers shall, as so required, have power to execute such instrument and affix the corporate seal.

Any Vice-President designated by a number or a word or words added before or after the title Vice-President to indicate his rank or responsibilities, but not an Assistant Vice-President, shall be a Vice-President for the purposes of this Section."

I further certify that ~~each~~ of the following is an officer of Metropolitan Life Insurance Company:

<u>NAME</u>	<u>TITLE</u>
A. P. Davin	Investment Vice President - Real Estate Finance
.....

In witness whereof I have hereunto set my hand and have caused to be affixed the corporate seal of Metropolitan Life Insurance Company this

5 TH DAY OF MAY 1969

day of

[Signature]
F. J. Gerty ASSISTANT SECRETARY *RH &*