

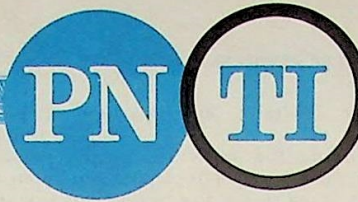
696 (a

RIGHT-OF-WAY GRANT - McKinley, Hickory,
Logan - Project T6000(7) R&S 57 - Armand,
Jr. and Dorothy Murat.

251- Dove

696 (a)

TO 1690 PNTI (12-72)



23534

POLICY OF TITLE INSURANCE

ISSUED BY 162153

ST. JOSEPH CO. INDIANA
FEB 21 10 55 AM '74
BOOK PAGE
EUGENE A. BASKER
RECORDER

Pioneer National Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, PIONEER NATIONAL TITLE INSURANCE COMPANY (a Stock Company), a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title;

This policy shall not be valid or binding until countersigned below by a validating officer of the Company.

In Witness Whereof, Pioneer National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers as of the date shown in Schedule A, the effective Date of this Policy.

The Abstract and Title Corporation
226 West Jefferson Boulevard,
South Bend, Indiana 46601

Pioneer National Title Insurance Company

by George B. Barber
PRESIDENT

Attest: John J. Egan
SECRETARY

Countersigned:

By John E. Monahan
Vice President Validating Signatory

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23534

SCHEDULE A

Policy No. C2 712 12387 Date of Policy July 3, 1973 Amount \$10,000.00

INSURED

CIVIL CITY OF SOUTH BEND

- 1. Title to the estate or interest covered by this policy at the date hereof is vested in the insured.
- 2. The estate or interest in the land described or referred to in this Schedule covered by this policy is Fee Simple

3. The land referred to in this policy is located in the County of St. Joseph State of Indiana and described as follows:

Parcel I: Commencing at the South East corner of Section 5, Township 37 North, Range 3 East; thence due North along the East line of said Section 5 a distance of 553 feet; thence due West 20 feet to the true place of beginning; thence due North along a line 20 feet West of and parallel to said East line of Section 5; a distance of 150 feet; thence due West 20 feet; thence due South along a line 40 feet West of and parallel to said East line of Section 5, a distance of 150 feet; thence due East a distance of 20 feet to the true place of beginning, all in the South East Quarter of the South East Quarter of Section 5, Township 37 North, Range 3 East, Portage Township, St. Joseph County, Indiana.

Parcel II: Commencing at the South East corner of Section 5, Township 37 North, Range 3 East; thence due North 40 feet along the East line of said Section 5; thence due West 20 feet to the true point of beginning; thence due North a distance of 513 feet along a line 20 feet West of and parallel to said East line of Section 5; thence due West 20 feet; thence due South 513 feet along a line 40 feet West of and parallel to the East line of Section 5; thence due East 20 feet to the true point of beginning, all in the South East Quarter of the South East Quarter of Section 5, Township 37 North, Range 3 East, Portage Township St. Joseph County, Indiana.

(5-70)
OWNERS-1970

SCHEDULE B

Policy No. C2 712 12387

This policy does not insure against loss or damage by reason of the following:

282 608

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.

Special Exceptions:

1. Taxes for the year 1973 due in May and November, 1974 and all subsequent taxes.
2. Restrictions contained in the warranty deed from Clarence W. Dockery and Martha Dockery, husband and wife, to Armand Murat, Jr. and Dorothy Murat, husband and wife, dated March 27, 1964 and recorded April 30, 1964 in Deed Record 650, page 476, as follows:
 "No part of the real estate herein conveyed shall be used by the Grantees their heirs, devisees, successors, and assigns for the purpose of carrying on or conducting the business of selling, handling, or dealing in gasoline, kerosene, naphtha, grease, lubricating oils, or any fuel to be used for heating, internal combustion or lubricants in any form. This restriction shall remain in full force and effect for a period of thirty (30) years from date of this deed."

End of Schedule B.

CONDITIONS AND STIPULATIONS (Continued and Concluded From Reverse Side of Policy Face)

the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. REDUCTION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing *this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss*

or destruction shall be furnished to the satisfaction of the Company.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or

property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice-President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the *number of this policy* and shall be addressed to its Home Office, Claims Department, 433 South Spring Street, Los Angeles, California 90013.



Pioneer National Title Insurance Company

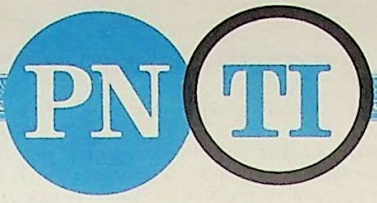
HOME OFFICE
433 South Spring Street
Los Angeles, California 90013

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3. Lack of a right of access to and from the land; or
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The Abstract and Title Corporation
226 West Jefferson Boulevard,
South Bend, Indiana 46601

Pioneer National Title Insurance Company

by George B. Garber
PRESIDENT

Attest: John J. Egan
SECRETARY

Countersigned:
By John E. Mousha
Vice President
Validating Signatory

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