

# 824

SPECIAL WARRANTY DEED from Lincoln National Life Insurance Company to City of South Bend, Lot No. 7 as shown on the recorded Plat of Rockstroh Bros. Addition to City of South Bend.

*Title Insurance  
Policy Enclosed*

Date of Real  
Services Used

10/12/84

# INSURANCE



THE ABSTRACT & TITLE CORPORATION  
226 West Jefferson Boulevard  
South Bend, Indiana 46601

CHICAGO  
TITLE INSURANCE  
COMPANY

111 WEST WASHINGTON STREET  
CHICAGO, ILLINOIS 60602



# INTER-OFFICE MEMO

TO: Pat DeClercq

DATE: May 23, 1979

FROM: Ann Zmyslo

SUBJECT: Title Policy - Real Services

Attached is the title policy on Real Services property.



AMERICAN LAND TITLE ASSOCIATION  
OWNER'S POLICY FORM B-1970  
(Amended 10-17-70)

26293

15 021 04 08436

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY, a Missouri 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.

*In Witness Whereof*, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

*Alvin W. Long*

President.

Issued by:  
THE ABSTRACT & TITLE  
CORPORATION  
226 West Jefferson Boulevard  
South Bend, Indiana 46601  
(219) 233-8258



ATTEST:

*Chester C. McCullough*

Secretary.

IMPORTANT

This policy necessarily relates solely to the title as of the date of the policy. In order that a purchaser of the real estate described herein may be insured against defects, liens or encumbrances, this policy should be reissued in the name of such purchaser.



# OWNERS FORM

FORM 3555

## SCHEDULE A

26293  
Number

Date of Policy

Amount of Insurance

15 021 04 08436

July 9, 1975

\$131,000.00

1. Name of Insured:

CIVIL CITY OF SOUTH BEND

2. The estate or interest in the land described herein and which is covered by this policy is:

Fee simple

3. The estate or interest referred to herein is at Date of Policy vested in the insured.

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this policy is described as follows: Situate in St. Joseph County,  
in the State of Indiana:

Lot Numbered Seven (7) as shown on the recorded plat of  
Rockstroh Bros. Addition to the City of South Bend.



## SCHEDULE B

Policy Number 15 021 04 08436  
Owners

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

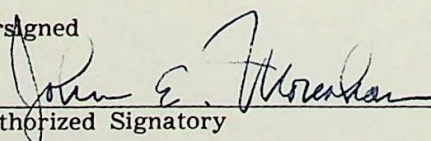
**General Exceptions:**

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- (3) Easements or claims of easements not shown by the public records.
- (4) 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.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

**Special Exceptions:** The mortgage, if any, referred to in Item 4 of Schedule A.

1. Taxes for the year 1975 due in May and November 1976 and all subsequent taxes.

Countersigned

  
Authorized Signatory

Vice President

Schedule B of this Policy consists of 1 pages.



HOME OWNER'S INFLATION PROTECTION ENDORSEMENT

ATTACHED TO POLICY NO. 15 021 04 08436  
ISSUED BY Abstract & Title Corporation  
of South Bend

CHICAGO TITLE INSURANCE COMPANY

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, hereby modifies said Policy, as follows:

1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose of this Endorsement, to be 12:01 a.m. on the first January 1 which occurs more than six months after the Date of Policy, as shown in Schedule A of the Policy to which this Endorsement is attached, and on each succeeding January 1.
3. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum amount of insurance provided by said Policy (as said amount may have been increased theretofore under the terms of this Endorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index (base period 1967) for the month of September immediately preceding exceeds such Index for the month of September one year earlier; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.
4. In the settlement of any claim against the Company under said Policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

PROVIDED, HOWEVER, this endorsement shall be effective only if one of the following conditions exists at Date of Policy:

- a. The land described in this policy is a parcel on which there is only a one-to-four family residential structure, including all improvements on the land related to residential use, in which the Insured Owner resides or intends to reside; or,
- b. The land consists of a residential condominium unit, together with the common elements appurtenant thereto and related to residential use thereof, in which the Insured Owner resides or intends to reside.

This Endorsement is made a part of the policy or commitment and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy or commitment and prior endorsements, if any, nor does it extend the effective date of the policy or commitment and prior endorsements or increase the face amount thereof.

CHICAGO TITLE INSURANCE COMPANY

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



*Alvin W. Long*  
President.

ATTEST:

*Chester C. McCullough*  
Secretary.

*John E. Housha*  
Authorized Signatory  
Vice President

Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.

NOTE: In connection with a future application for title insurance covering said land, reissue credit on premium charges (if applicable at all) will be allowed only upon the original face amount of insurance as stated in Schedule A of said Policy.



## CONDITIONS AND STIPULATIONS

### 1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

### 2. Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

### 3. Defense and Prosecution of Actions—Notice of Claim to be given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this

policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

### 4. Notice of Loss—Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

### 5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to 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



DEPARTMENT OF LAW

**INTER-OFFICE MEMO**

TO: Pat DeClercq

DATE: May 23, 1979

FROM: Ann Zmyslo

SUBJECT: Title Policy - Real Services

Attached is the title policy on Real Services property.



Ethel took original  
deed to be recorded.



City Attorney's Office

#824

LNL P.A. 100  
South Bend, Indiana  
(622 N. Michigan St. [Lot 7])

#824

LNL P.A. 100  
South Bend, Indiana  
(622 N. Michigan St. [Lot 7])

# Special Warranty Deed

191478

THIS INDENTURE, made this 26th day of June, A. D. 1975, between The Lincoln National Life Insurance Company, a corporation existing under the laws of the State of Indiana, having its principal office at 1301 South Harrison Street, Fort Wayne, Allen County, Indiana, Grantor, and Civil City of South Bend, municipal a/corporation existing under the laws of the State of Indiana, and having its principal office at South Bend, Indiana, Grantee,

WITNESSETH:

That The Lincoln National Life Insurance Company, in consideration of the sum of One Hundred Thirty-one Thousand and No/100 - - - - - Dollars (\$131,000.00) and other good and valuable considerations, to it in hand paid by the said Grantee, receipt whereof is hereby acknowledged, does hereby sell and convey unto the said Grantee, its successors and assigns, all the following described lot... or parcel... of land lying and being in the County of St. Joseph, State of Indiana

..., described as follows, to wit:

Lot Numbered Seven (7) as shown on the recorded Plat of Rockstroh Bros. Addition to the City of South Bend, St. Joseph County, Indiana;

Transfer 4204  
Taxing Unit SB  
Date 7-8-75

Subject to any existing building and zoning laws or ordinances, any public roads, any easements, *restrictions and conditions* of record, or easements or restrictions visible upon the ground, and any state of facts which an accurate survey would disclose; and



ST. JOSEPH CO.  
INDIANA  
FILED FOR RECORD  
JUL 6 4 07 PM '75  
BOOK PAGE  
EUGENE A. BASKER  
RECORDER

Subject to second installment of real estate taxes assessed for the year 1974, and all taxes thereafter and subject to all assessments, which taxes and assessments Grantee expressly assumes and agrees to pay. Grantor certifies under oath that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this Deed. Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest, claim, or demand whatsoever, of the said Grantor, either in law or equity, of, in and to the above described premises.

And the said The Lincoln National Life Insurance Company, as Grantor, for itself, and its successors, does warrant and covenant to the said Grantee, its successors and assigns, only against the acts of the said Grantor, that the said Grantor has not done or suffered to be done, any act or thing whereby the said premises

BOOK 803 PAGE 195



# 8711

191478

SPECIAL WARRANTY DEED

FROM

TO

Received for record this

day of \_\_\_\_\_, 19

at \_\_\_\_\_ o'clock \_\_\_\_\_ M, and

Recorded in Book No. \_\_\_\_\_ page \_\_\_\_\_

Recorder \_\_\_\_\_ County.

DULY ENTERED

Duly entered in the taxator this

day of \_\_\_\_\_

Auditor's fee \$ \_\_\_\_\_

Auditor \_\_\_\_\_ County.

ST. JOSEPH CO. INDIANA  
AUDITOR  
M. EGYHAZI  
TAXATION

INDEXED

3 50/A

THIS INSTRUMENT WAS PREPARED BY: Janice K. Hattendorf, Attorney for Grantor;  
The Lincoln National Life Insurance Company;  
1301 S. Harrison St.; Fort Wayne, Indiana  
Attorney  
46801

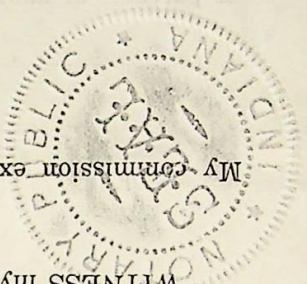
Notary Public in and for Allen County, Indiana  
Residing in Fort Wayne, Indiana  
My Commission Expires February 18, 1976

JOAN L. SPREEN

Public in and for Allen County, Indiana

Joan L. Spreen, a Notary

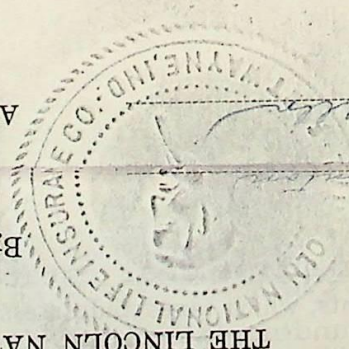
My commission expires



WITNESS my hand and official seal this the day and year last above written.

expressed.  
President and Assistant Secretary, respectively, of the Grantor, The Lincoln National Life Insurance Company, and acknowledged to me that they subscribed the name of the maker thereof to the within and foregoing instrument in their official capacities and that the seal thereto attached is the official seal of said corporation and that said instrument was executed and said seal affixed by authority of the Board of Directors of said Company and that said instrument was executed as their free and voluntary act and deed, individually and officially, and as the free and voluntary act and deed of said corporation, for the uses, purposes, benefits, and consideration therein appeared Alex Jokay and C. Marcus, to me known to be the Vice  
On this 26th day of June, 1975, before me, Joan L. Spreen, a  
STATE OF INDIANA  
COUNTY OF ALLEN  
ss:

Signed, sealed and delivered in the presence of:  
By \_\_\_\_\_  
Joan L. Spreen  
Assistant Secretary, C. Marcus,  
Attest: \_\_\_\_\_  
Alex Jokay, Vice President



THE LINCOLN NATIONAL LIFE INSURANCE COMPANY  
Signed, sealed and delivered in the presence of:  
By \_\_\_\_\_  
Joan L. Spreen  
Assistant Secretary, C. Marcus,  
Attest: \_\_\_\_\_  
Alex Jokay, Vice President  
IN TESTIMONY WHEREOF, The Lincoln National Life Insurance Company has caused these presents to be executed in its corporate name and its corporate seal to be hereunto affixed by its proper officers, thereunto duly authorized, the day and year first above written.



# 811

191478

SPECIAL WARRANTY DEED

FROM

TO

Received for record this

day of \_\_\_\_\_, 19

at \_\_\_\_\_ o'clock \_\_\_\_\_ M, and

Recorded in Book No. \_\_\_\_\_ page

Recorder \_\_\_\_\_ County.

Duly entered for taxation this

day of \_\_\_\_\_

Auditor \_\_\_\_\_ Auditor's fee \$ \_\_\_\_\_

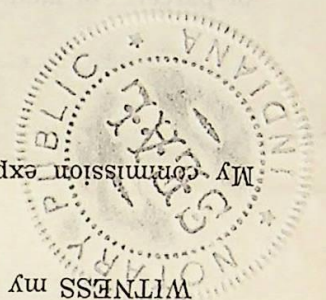
Auditor \_\_\_\_\_ County.

INDEXED

ST. JOSEPH CO. INDIANA  
AUDITOR  
JUL 1 1976  
BOOK  
EUGENE  
RECORDS

350/A

THIS INSTRUMENT WAS PREPARED BY: Janice K. Hattendorf, Attorney for Grantor;  
The Lincoln National Life Insurance Company;  
1301 S. Harrison St.; Fort Wayne, Indiana  
Attorney  
46801



My commission expires

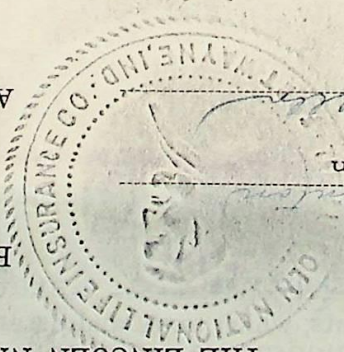
WITNESS my hand and official seal this the day and year last above written.

Joan L. Spreen, a Notary  
Public in and for Allen County, Indiana  
JOAN L. SPREEN  
Notary Public in and for Allen County, Indiana  
Residing in Fort Wayne, Indiana  
My Commission Expires February 18, 1976

expressed.  
free and voluntary act and deed of said corporation, for the uses, purposes, benefits, and consideration therein  
that said instrument was executed as their free and voluntary act and deed, individually and officially, and as the  
said instrument was executed and said seal affixed by authority of the Board of Directors of said Company and  
ment in their official capacities and that the seal thereto attached is the official seal of said corporation and that  
and acknowledged to me that they subscribed the name of the maker thereof to the within and foregoing instru-  
President and Assistant Secretary, respectively, of the Grantor, The Lincoln National Life Insurance Company,  
appeared Alex Jokay and C. Marcus, to me known to be the Vice  
duly qualified and acting Notary Public in and for said County and State, and residing therein, personally ap-  
On this 26th day of June, 1975, before me, Joan L. Spreen, a

STATE OF INDIANA  
COUNTY OF ALLEN  
ss:

Signed, sealed and delivered in the  
presence of:  
Barbara Ann Hinton  
Joan L. Spreen



By: Alex Jokay, Vice President  
C. Marcus, Assistant Secretary  
Attest: [Signature]

IN TESTIMONY WHEREOF, The Lincoln National Life Insurance Company has caused these presents  
to be executed in its corporate name and its corporate seal to be hereunto affixed by its proper officers, there-  
unto duly authorized, the day and year first above written.  
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



#824

LNL P.A. 100  
South Bend, Indiana  
(622 N. Michigan St. [Lot 7])

# Special Warranty Deed

THIS INDENTURE, made this 26th day of June, A. D. 1975, between The Lincoln National Life Insurance Company, a corporation existing under the laws of the State of Indiana, having its principal office at 1301 South Harrison Street, Fort Wayne, Allen County, Indiana, Grantor, and

Civil City of South Bend

a <sup>municipal</sup> corporation existing under the laws of the State of Indiana, and having its principal office at South Bend, Indiana, Grantee,

### WITNESSETH:

That The Lincoln National Life Insurance Company, in consideration of the sum of One Hundred Thirty-one Thousand and No/100 - - - - - Dollars (\$131,000.00) and other good and valuable considerations, to it in hand paid by the said Grantee, receipt whereof is hereby acknowledged, does hereby sell and convey unto the said Grantee, its successors and assigns, all the following described lot or parcel of land lying and being in the County of St. Joseph, State of Indiana, described as follows, to wit:

Lot Numbered Seven (7) as shown on the recorded Plat of Rockstroh Bros. Addition to the City of South Bend, St. Joseph County, Indiana;

Subject to any existing building and zoning laws or ordinances, any public roads, any easements, restrictions and conditions of record, or easements or restrictions visible upon the ground, and any state of facts which an accurate survey would disclose; and

Subject to second installment of real estate taxes assessed for the year 1974, and all taxes thereafter and subject to all assessments, which taxes and assessments Grantee expressly assumes and agrees to pay. Grantor certifies under oath that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this Deed. Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest, claim, or demand whatsoever, of the said Grantor, either in law or equity, of, in and to the above described premises.

And the said The Lincoln National Life Insurance Company, as Grantor, for itself, and its successors, does warrant and covenant to the said Grantee, its successors and assigns, only against the acts of the said Grantor, that the said Grantor has not done or suffered to be done, any act or thing whereby the said premises



hereby granted are, or may be, incumbered or charged, except as herein recited; and that the said Grantor will so warrant and defend to the said Grantee, its successors and assigns.

IN TESTIMONY WHEREOF, The Lincoln National Life Insurance Company has caused these presents to be executed in its corporate name and its corporate seal to be hereunto affixed by its proper officers, thereunto duly authorized, the day and year first above written.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Signed, sealed and delivered in the presence of:

By Alex Jokay

Alex Jokay, Vice President

Barbara Ann Hinton

Barbara Ann Hinton

Joan L. Spreen

Joan L. Spreen

Attest: C. Marcus

C. Marcus, Assistant Secretary

STATE OF INDIANA }  
COUNTY OF ALLEN } ss:

On this 26th day of June, 1975, before me, Joan L. Spreen, a

duly qualified and acting Notary Public in and for said County and State, and residing therein, personally appeared Alex Jokay and C. Marcus, to me known to be the Vice

President and Assistant Secretary, respectively, of the Grantor, The Lincoln National Life Insurance Company, and acknowledged to me that they subscribed the name of the maker thereof to the within and foregoing instrument in their official capacities and that the seal thereto attached is the official seal of said corporation and that said instrument was executed and said seal affixed by authority of the Board of Directors of said Company and that said instrument was executed as their free and voluntary act and deed, individually and officially, and as the free and voluntary act and deed of said corporation, for the uses, purposes, benefits, and consideration therein expressed.

WITNESS my hand and official seal this the day and year last above written.

My commission expires \_\_\_\_\_

Joan L. Spreen, a Notary

Public in and for Allen County, Indiana

JOAN L. SPREEN

Notary Public in and for Allen County, Indiana

Residing in Fort Wayne, Indiana

My Commission Expires February 18, 1976

THIS INSTRUMENT WAS PREPARED BY: Janice K. Hattendorf, Attorney for Grantor;

The Lincoln National Life Insurance Company  
1301 S. Harrison St.; Fort Wayne, Indiana  
46801

SPECIAL WARRANTY DEED

FROM

TO

Received for record this

day of \_\_\_\_\_, 19

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and

Recorded in Book No. \_\_\_\_\_ page \_\_\_\_\_

Recorder \_\_\_\_\_ County.

Duly entered for taxation this

day of \_\_\_\_\_, 19

Auditor's fee \$ \_\_\_\_\_

Auditor \_\_\_\_\_ County.



RESOLUTION NO. 21, 1984

WHEREAS, the City of South Bend, Indiana, owns certain real estate commonly known as 622 North Michigan Street, South Bend, Indiana, and more particularly described as:

Lot Numbered Seven (7) as shown on the recorded Plat of Rockstroh Bros. Addition to the City of South Bend, St. Joseph County, Indiana.

WHEREAS, said real estate was purchased by the City of South Bend specifically for use by REAL Services of St. Joseph County, Inc., for its Older Adult Programs.

WHEREAS, the City of South Bend, Indiana, now desires to transfer said property to REAL Services of St. Joseph County, Inc., in order to demonstrate its commitment to the older adults in the community.

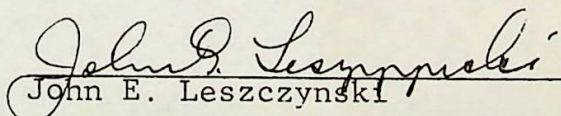
NOW THEREFORE BE IT RESOLVED by the Board of Public Works of the City of South Bend, Indiana, that the City of South Bend sell the real estate described as:


Lot Numbered Seven (7) as shown on the recorded Plat of Rockstroh Bros. Addition to the City of South Bend, St. Joseph County, Indiana.

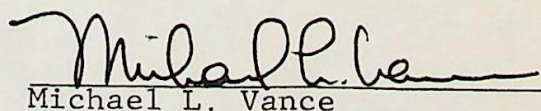
to REAL Services of St. Joseph County, Inc., for the sum of One Dollar (\$1.00) and other good and valuable consideration for use as a facility for its Older Adults Program.

Adopted this 15th day of October, 1984.

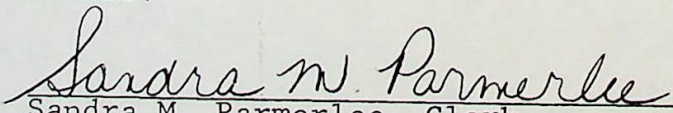
BOARD OF PUBLIC WORKS

  
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John E. Leszczynski

  
\_\_\_\_\_  
Richard L. Hill

  
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Michael L. Vance

ATTEST:

  
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Sandra M. Parmerlee, Clerk