

962

WARRANTY DEED from Atlantic
Richfield Company to City of
South Bend, A part of Lot "C"
of the Plat of N.W. 2nd Addition
to City of South Bend, Indiana,
bounded by a line running as
follows, viz: (SEE DEED)

R. of Way

#962

Dept of Redevelopment

205673

AUDITOR'S RECORD

Transfer No. 983
Taxing Unit 88
Date 2-20-76

WARRANTY DEED

ATLANTIC RICHFIELD COMPANY the Grantor, a Pennsylvania corporation,

Convey and Warrant to CITY OF SOUTH BEND, INDIANA

the Grantee

for and in consideration of Ten (\$10.00) Dollars and other valuable consideration the receipt of which is hereby acknowledged, Real Estate in ST. JOSEPH County, in the State of INDIANA, described as follows:

A part of Lot "C" of the Plat of Northwest Second Addition to the City of South Bend, Indiana, as recorded in the Office of the Recorder of St. Joseph County, Indiana, bounded by a line running as follows, viz:

Beginning at the Southeast corner of said Lot "C"; thence Northwesterly along the Northeasterly line of said Lot "C" 23 feet; thence to left on a curve to the right having a radius of 14 feet and arc length of 28.5 feet and a chord length of 23.83 feet to a point on the South line of Lot "C" 19.5 feet West of the place of beginning; thence East 19.5 feet to the place of beginning.

Subject to legal highways.

Subject to all unpaid taxes and assessments.

Indiana Gross Income Tax on Sale of Real Estate

Paid by City of South Bend, Indiana Grantor
Date Paid 2-20-1976
Amount Paid \$ 13.38
Treasurer's Receipt \$ 299082
St. Joseph County

ST. JOSEPH CO. INDIANA FILED FOR RECORD FEB 20 9 49 AM '76 BOOK PAGE STEPHEN EGYHAZI RECORDER

Signed and dated on January 7, 1976

State of _____, _____ County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

ATLANTIC RICHFIELD COMPANY

BY: _____

and acknowledged the execution of the foregoing deed on _____, 19____.

_____, Notary Public

Signature

Typed or printed name

My commission expires _____

Prepared by Robert M. Parker, Chief Deputy City Attorney, South Bend, Indiana

ATLANTIC RICHFIELD COMPANY

Signature BY: John W. Bond Ass't Vice President John W. Bond

Signature ATTEST: Helen Sonnenberg Assistant Secretary Helen Sonnenberg

Signature _____ Typed or printed name

Signature _____ Typed or printed name

BOOK 812 PAGE 403

205673

INDEXED
RECORDED
STEPHEN EGYHAZI
BOOK PAGE 813
FEB 20 9 50 AM '76
ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

DULY ENTERED FOR TAXATION
EUGENE A. BASKER
AUDITOR
ST. JOSEPH CO., INDIANA

TO 449 CA (5-73)
(Corporation)

 **TITLE INSURANCE
AND TRUST**
A TICOR COMPANY


STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On January 7, 1976 before me, the undersigned, a Notary Public in and for said
State, personally appeared John W. Bond
known to me to be the Ass't Vice President, and Helen Sonnenberg
known to me to be Assistant Secretary of the corporation that executed the within Instrument,
known to me to be the persons who executed the within
Instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the within
instrument pursuant to its by-laws or a resolution of its board
of directors.

WITNESS my hand and official seal.

Signature P. L. Cordasco

P. L. Cordasco
Name (Typed or Printed)

OFFICIAL SEAL

P. L. CORDASCO
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires July 28, 1979

(This area for official notarial seal)

25693

Schedule A

No. O-B 020102	Date of Policy: February 23, 1976
Amount of Insurance: \$1,000.00	Agent's Reference No.: 712

1. Name of Insured:

CITY OF SOUTH BEND, INDIANA

2. Title to the estate or interest covered by this policy at the date hereof is vested in the insured.

3. The estate or interest in the land described or referred to in this Schedule covered by this policy is Fee Simple

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

A part of Lot "C" of the Plat of Northwest Second Addition to the City of South Bend, Indiana, as recorded in the Office of the Recorder of St. Joseph County, Indiana, bounded by a line running as follows, viz:

Beginning at the Southeast corner of said Lot "C"; thence Northwesterly along the Northeasterly line of said Lot "C" 23 feet; thence to left on a curve to the right having a radius of 14 feet and arc length of 28.5 feet and a chord length of 23.83 feet to a point on the South line of Lot "C" 19.5 feet West of the place of beginning; thence East 19.5 feet to the place of beginning.

Subject to legal highways.

25693

Policy No.

OB-020102

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

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 1976 due in May and November, 1977 and all subsequent taxes.

- End of Schedule B -

ATTACHED TO POLICY NO. OB 020102
ISSUED BY Abstract and Title Corporation
of South Bend

Pioneer National 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:

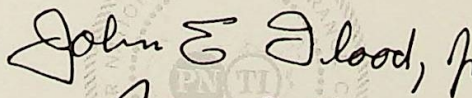
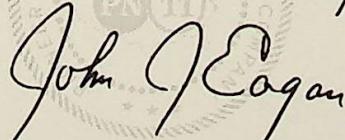
1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose 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.

Nothing herein contained shall be construed as extending or changing the effective date of said Policy.

This Endorsement is made a part of said Policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

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

Pioneer National Title Insurance Company

By  *John E. Blood, Jr.* President
Attest:  *John J. Egan* Secretary

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.

Portage + Elwood

25693

*file with
Deed # 962
12 Sept 26*



**PIONEER NATIONAL
TITLE INSURANCE**

A TICOR COMPANY

Policy of Title Insurance

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.

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

Pioneer National Title Insurance Company

by *John E. Flood, Jr.*
President

Attest *John Eagan*
Secretary

Countersigned:

By *John E. Monahan*
Vice President Validating Signatory