

1237

QUIT-CLAIM DEED to City of South Bend, A part of Lot No. 20 in "College Grove" addition to South Bend.

- (a. from Barbara Worden
- (b. from Stewart W. Worden
- (c. from Robert Shawron
- (d. from

(RE: ORANGE-COLFAX CONNECTOR)

(1907 Orange)

SEE ALSO DEED #861

Do not sell south 7½ feet

1907 Orange

237(a)

Deed from
Louise Bishop not here.

AUDITOR'S RECORD	
Transfer No.	1599
Taxing Unit	AB
Date	3/23/79

J. Worden,

), a municipal corporation,

the Grantee

for and in consideration of One Dollar (\$1.00) and other good and 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 Numbered twenty (20) in "College Grove" addition to South Bend, Indiana, as follows: Beginning seventy (70) feet East of the southwest corner of said Lot Twenty (20); thence East thirty-five (35) feet; thence North fifty-two (52) feet; thence West thirty-five (35) feet; thence South fifty-two (52) feet to the place of beginning.

BOOK _____ PAGE _____
 AUGUST B. COOPERMAN
 RECORDER

MAR 23 9 55 AM '79
 ST. JOSEPH CO.
 INDIANA
 FILED FOR RECORD

Signed and dated on MARCH 19th, 1979.

State of WASH., KING County, ss:

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

BARBARA WORDEN

Signature _____

Typed or printed name _____

Barbara Worden

Signature _____

Barbara Worden
Typed or printed name

Signature _____

Typed or printed name _____

Signature _____

Typed or printed name _____

and acknowledged the execution of the foregoing deed on

MAR 19, 1979.

Darrell W. Beard, Notary Public
Resident of King County

DARRELL W. BEARD
Typed or printed name

My commission expires 5-21-80

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

MAIL DEED TO:

MAIL TAX BILLS TO: - 1237^a

COPYRIGHT
ST. JOSEPH COUNTY, INDIANA
BAR ASSOCIATION
PROPERTY FORM 103 - 1974

City Attorney's Office
1400 County-City Bldg.
South Bend, IN 46601

7905333

AUDITOR'S RECORD

Transfer No. 1599
Taxing Unit AB
Date 3/23/79

QUIT-CLAIM DEED

BARBARA WORDEN, survivor of Edgar J. Worden,

the Grantor

Release and Quit-Claim to CIVIL CITY OF SOUTH BEND, a municipal corporation,

the Grantee

for and in consideration of One Dollar (\$1.00) and other good and 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 Numbered twenty (20) in "College Grove" addition to South Bend, Indiana, as follows: Beginning seventy (70) feet East of the southwest corner of said Lot Twenty (20); thence East thirty-five (35) feet; thence North fifty-two (52) feet; thence West thirty-five (35) feet; thence South fifty-two (52) feet to the place of beginning.

BOOK PAGE
AUGUST H. COOREMAN
RECORDED
MAR 23 9 55 AM '79
ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

Signed and dated on MARCH 19th, 1979.

State of WASH., KING County, ss:

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

BARBARA WORDEN

Signature

Typed or printed name
Barbara Worden
Signature
Barbara Worden
Typed or printed name

and acknowledged the execution of the foregoing deed on

MAR 19, 1979.
Darrell W. Beard, Notary Public
Resident of King County
DARRELL W. BEARD
Typed or printed name

Signature

Typed or printed name

Signature

Typed or printed name

My commission expires 5-21-80

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

7905333

2- buds

INDEXED

BOOK
NOV 53
FIFTEEN

DULY ENTERED FOR TAXATION
AUDITOR
ST. JOSEPH CO., INDIANA



MAIL DEED TO:

MAIL TAX BILLS TO:

1237(b).

COPYRIGHT
ST. JOSEPH COUNTY, INDIANA
BAR ASSOCIATION
PROPERTY FORM 103 - 1974

7905334

AUDITOR'S RECORD

Transfer No. 1600
Taxing Unit AB
Date 3/23/79

QUIT-CLAIM DEED

W.
STEWART WORDEN, of adult age
the Grantor

Release and Quit-Claim to CIVIL CITY OF SOUTH BEND, a municipal corporation,
the Grantee

for and in consideration of One Dollar (\$1.00) and other good and 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 Numbered twenty (20) in "College Grove" addition to South Bend, Indiana, as follows: Beginning seventy (70) feet East of the southwest corner of said Lot twenty (20); thence East thirty-five (35) feet; thence North fifty-two (52) feet; thence West thirty-five (35) feet; thence South fifty-two (52) feet to the place of beginning.

BOOK PAGE
AUGUST H. COOPERMAN
RECORDER
MAR 23 9 55 AM '79
ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

Signed and dated on December 20, 1978.

State of Okla., Kay County, ss:

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

STEWART W. WORDEN
az

Stewart W. Worden
Signature

Stewart W. Worden
Typed or printed name az

Signature

Typed or printed name

Signature

Typed or printed name

Signature

Typed or printed name

and acknowledged the execution of the foregoing deed on

December 20, 1978.

Ruth A. Lyhane, Notary Public
Resident of Kay County
Ruth A. Lyhane

Typed or printed name

My commission expires Aug. 30, 1981

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

7905334

2- deels

INDEXED

DULY ENTERED FOR TAXATION
AUDITOR
ST. JOSEPH CO., INDIANA



250
P

REDEVELOPMENT

MAIL DEED TO:

MAIL TAX BILLS TO: # 1237 (c)

COPYRIGHT ST. JOSEPH COUNTY, INDIANA BAR ASSOCIATION PROPERTY FORM 101 - 1974

7714361

AUDITOR'S RECORD

Transfer No. 9686
Taxing Unit AB
Date 12-7-77

WARRANTY DEED

ROBERT SHAWRON, an adult man,

the Grantor

Convey and Warrant to CIVIL CITY OF SOUTH BEND, a municipal corporation,

the Grantee

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration,

the receipt of which is hereby acknowledged, Real Estate in St. Joseph County, Indiana, described as follows:

A part of Lot No. Twenty (20) in "College Grove" addition to South Bend, Indiana as follows: Beginning seventy (70) feet East of the Southwest corner of said Lot Twenty (20); thence East Thirty-five (35) feet; thence North Fifty-two (52) feet; thence West Thirty-five (35) feet; thence South Fifty-two (52) feet to the place of beginning.

Subject to all unpaid taxes and assessments.

Subject to conditions, easements and restrictions, the same appear of record.

BOOK PAGE
AUGUST H. COOPERMAN
RECORDER
Dec 7 10 17 AM '77
ST. JOSEPH CO. INDIANA
FILED FOR RECORD

Signed and dated on December 6, 1977

State of Indiana, St. Joseph County, ss:

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

Robert Shawron, an adult man,

Robert SHAWRON
Signature

ROBERT SHAWRON
Typed or printed name

Signature

Typed or printed name

Signature

Typed or printed name

Signature

Typed or printed name

and acknowledged the execution of the foregoing deed on

December 6, 1977

Christine L. Trippel, Notary Public

Christine L. Trippel
Typed or printed name

My commission expires July 25, 1981

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

7714364

BOOK: _____ PAGE _____
AUGUST H. COOREMAN
RECORDER

Dec 7 10 17 AM '77

ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

INDEXED

ST. JOSEPH CO., INDIANA
EUG. B. A. BAKER
AUDITOR
DULY ENTERED FOR TAXATION

W.C.
12/5

Policy

of Title Insurance



PIONEER NATIONAL TITLE INSURANCE

A TICOR COMPANY



**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.

**ISSUED BY
ABSTRACT COMPANY
OF ST. JOSEPH COUNTY, INC.
210 J.M.S. Bldg.
South Bend, Indiana 46601
Phone 232-5845**

Pioneer National Title Insurance Company

by John E. Flood, Jr.
President

Attest [Signature]
Secretary

Countersigned: **ABSTRACT COMPANY OF ST. JOSEPH COUNTY, INC.**

By William H. Keys
Validating Signatory

Schedule A

Agent's
Reference No.: 32230

Number	Amount of Insurance	Date of Policy	
OWNERS O 232477	\$ 4,950.00	March 13, 1980	
LOAN L 232477	\$ NONE	at 8:00 a.m.	

1 . Name of Insured:

CIVIL CITY OF SOUTH BEND, INDIANA, A MUNICIPAL CORPORATION

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 mortgage or trust deeds, if any, shown in Schedule B hereof

5 . 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 No. Twenty (20) in "College Grove" addition to South Bend, Indiana as follows: Beginning seventy (70) feet East of the Southwest corner of said Lot Twenty (20) thence East Thirty-five (35) feet; thence North Fifty-two (52) feet thence West Thirty-five (35) feet thence South Fifty-two (52) feet to the place of beginning.

Policy Number NONE
Loan

Agent's Reference No.: 32230

Policy Number O 232477
Owners

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

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.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A,
and the following exceptions:

(1) Taxes for the year 1980, payable in 1981.

(2) Taxes for the year 1979, payable in 1980, amounts not yet available at this time. Key #18-2006-006103 - South Bend - 1978 Valuation: Land \$80. Imp. \$460. No Exemp. Total \$0. Shown as taxable but no tax due, government used. This policy is subject to all taxes hereafter assessed.

"End of Schedule B"

ATTACHED TO POLICY NO. O 232477

ISSUED BY

Pioneer National Title Insurance Company

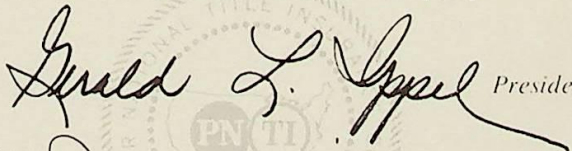
The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, hereby modifies said Policy, as follows:

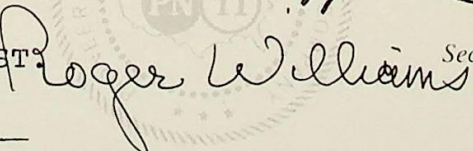
1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose 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 the highest Index number for the month of September in any previous year which is subsequent to Date of Policy; 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.

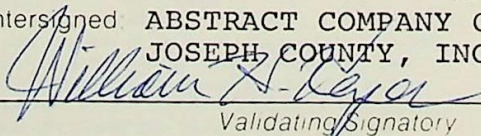
Nothing herein contained shall be construed as extending or changing the effective date of said Policy.

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

Pioneer National Title Insurance Company

By  *Gerald L. Gysel* President

Attest:  *Roger Williams* Secretary

Countersigned: **ABSTRACT COMPANY OF ST. JOSEPH COUNTY, INC.**
By  *William A. Rayer*
Validating 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 Continued and Concluded From Reverse Side of Policy Face)

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 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, 6300 Wilshire Boulevard, Los Angeles, California 90048.