

#1275

WARRANTY DEED from Michael L. and Charles A. Rupley to City of South Bend, a part of Lot No. 2 in Hull's Subdivision of Block 11 in Cottrell's Addition to the Town of Lowell, and being more particularly described as follows: (SEE DEED)

(Parking Lot for Police Substation located at 420 N. Frances Street)

DAVID A. WELLS - (687 257) WILL RECORD

MAIL DEED TO:  
City of South Bend  
Room 1308

MAIL TAX BILLS TO: #1275

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

8122198  
18' 49' 00" S 02' 00" W

AUDITOR'S RECORD	
Transfer No.	6518
Taxing Unit	AB
Date	12-30-81

# WARRANTY DEED

Michael L. Rupley and Charles A. Rupley, a/k/a Charles Rupley,  
as tenants in common with no rights of survivorship,  
*the Grantor*

## Convey and Warranty to

City of South Bend, Indiana, a municipal corporation  
*the Grantee*

for and in consideration of \$2,000.00

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

A part of Lot numbered Two (2) in Hull's Subdivision of Block Eleven (11) in Cottrell's Addition to the Town of Lowell, now within and a part of the City of South Bend, and being more particularly described as follows:

Beginning at a point twenty (20) feet East of the Northwest corner of said Lot No. Two (2) ; thence East nineteen (19) feet; thence South eighty-eight (88) feet; thence West nineteen (19) feet; thence North eighty-eight (88) feet to the place of beginning.

FILED FOR RECORD  
ST. JOSEPH CO.  
INDIANA  
DEC 30 2 00 PM '81  
WANDA A. NOWAK  
RECORDER  
FILM NO.

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

Signed and dated on December 30, 19 81.

State of Indiana, St. Joseph County, ss:

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

Michael L. Rupley and Charles A. Rupley

*Michael L. Rupley*  
Signature  
Michael L. Rupley  
Typed or printed name

*Charles A. Rupley*  
Signature  
Charles A. Rupley  
Typed or printed name



and acknowledged the execution of the foregoing deed on

December 30, 19 81.

*David A. Wells*, Notary Public  
resident of St. Joseph County.

David A. Wells  
Typed or printed name

My commission expires January 22, 1983

Prepared by Richard Hill, City Attorney  
Attorney at Law

DAVID WELLS - (FRT 251) WILL PICK UP

MAIL DEED TO:  
City of South Bend  
Room 1308

MAIL TAX BILLS TO: #1275

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

8122198  
18' 49' 00" S 06' 00' 00" W

AUDITOR'S RECORD

Transfer No. 6518  
Taxing Unit AB  
Date 12-30-81

# WARRANTY DEED

Michael L. Rupley and Charles A. Rupley, a/k/a Charles Rupley,  
as tenants in common with no rights of survivorship,

*the Grantor*

## Convey and Warrant to

City of South Bend, Indiana, a municipal corporation  
*the Grantee*

for and in consideration of \$2,000.00

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 Two (2) in Hull's Subdivision of Block Eleven (11)  
in Cottrell's Addition to the Town of Lowell, now within and a part of  
the City of South Bend, and being more particularly described as follows:

Beginning at a point twenty (20) feet East of the Northwest corner of  
said Lot No. Two (2); thence East nineteen (19) feet; thence South  
eighty-eight (88) feet; thence West nineteen (19) feet; thence North  
eighty-eight (88) feet to the place of beginning.

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

FILM NO. 1  
WANDA A. NOWAK  
RECORDER  
DEC 30 2 00 PM '81  
ST. JOSEPH CO.  
INDIANA  
FILED FOR RECORD

Signed and dated on December 30, 19 81.

State of Indiana, St. Joseph County, ss:

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

Michael L. Rupley and Charles A. Rupley

Michael L. Rupley  
Signature

Michael L. Rupley  
Typed or printed name

Charles A. Rupley  
Signature

Charles A. Rupley  
Typed or printed name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name



and acknowledged the execution of the foregoing deed on

December 30, 19 81.

David A. Wells, Notary Public  
Signature  
resident of St. Joseph County.

David A. Wells

Typed or printed name

My commission expires January 22, 1983

Prepared by Richard Hill, City Attorney

Attorney at Law

# CHICAGO TITLE INSURANCE COMPANY

a corporation of Missouri, herein called the Company

for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

City of South Bend  
Dept. of Engineering

## SCHEDULE A

Policy or Policies to be issued:

<u>COMMITMENT No.</u>	<u>EFFECTIVE DATE:</u>	ALTA Owners Policy-	ALTA Loan Policy
		FORM B - 1970 (Amended 10-17-70)	1970- (Amended 10-17-70)
40216	November 24, 1981, at eight o'clock A.M.	\$1,000.00	

Proposed Insured - LOAN:

Proposed Insured - OWNERS:

The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple and title thereto is at the effective date hereof vested in:

Michael L. Rupley and Charles A. Rupley, also known as Charles Rupley, as tenants in common with no rights of survivorship

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

A part of Lots Numbered Two (2) and Three (3) in Hull's Subdivision of Block Eleven (11) in Cottrell's Addition to the Town of Lowell, now within and a part of the City of South Bend, and being more particularly described as follows:

Beginning at a point twenty (20) feet East of the Northwest corner of said Lot No. Two (2), thence East thirty-nine (39) feet; thence South eighty-eight (88) feet; thence West thirty-nine (39) feet; thence North eighty-eight (88) feet to the place of beginning.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B

Commitment No. 40216

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:

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- B. Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- C. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- D. 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.
- E. Any Owner's Policy issued pursuant hereto will contain under Schedule B the General Exceptions set forth below. Any Loan Policy will contain under Schedule B General Exceptions 1, 2 and 3 unless a satisfactory survey is furnished; General Exception 4 will appear unless satisfactory evidence is furnished that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

General Exceptions:

- 1. Rights or Claims of parties in possession not shown by the public records.
- 2. Easements, or claims of easements, not shown by the public records.
- 3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- 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.

F. Special Exceptions:

- 1. Taxes for the year 1980 due in May and November, 1981, in the total amount due of \$31.50 are paid.  
Tax Unit 18 Key 5018 0608 Land Val. \$340.00 Net Value \$340.00.

Taxes for the year 1981 due in May and November, 1982.

Note: A judgment and bankruptcy search against Michael L. Rupley and Charles A. Rupley discloses no liens of record. Bankruptcy search limited to 11-2-81 and search of the records of Mishawaka Superior Court limited to 11-12-81 at eight o'clock A.M.

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interests or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

Issued by:  
 THE ABSTRACT & TITLE  
 CORPORATION OF SOUTH BEND  
 135 South Lafayette Boulevard  
 South Bend, Indiana 46601  
 (219) 233-8258

By:

*Alvin W. Long*  
 President.

*Thomas J. McFadden*  
 Authorized Signatory

Thomas J. McFadden,  
 Vice President

ATTEST:

*Chester C. McCallough*  
 Secretary



# CHICAGO TITLE INSURANCE COMPANY

a corporation of Missouri, herein called the Company

for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

City of South Bend  
Dept. of Engineering

## SCHEDULE A

Policy or Policies to be issued:

ALTA Owners Policy- FORM B - 1970 (Amended 10-17-70)	ALTA Loan Policy 1970- (Amended 10-17-70)
--	---

COMMITMENT No.

EFFECTIVE DATE:

40216

November 24, 1981, at  
eight o'clock A.M.

\$1,000.00

Proposed Insured - LOAN:

Proposed Insured - OWNERS:

The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple and title thereto is at the effective date hereof vested in:

Michael L. Rupley and Charles A. Rupley, also known as Charles Rupley,  
as tenants in common with no rights of survivorship

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in the State of Indiana:

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of Block Eleven (11) in Cottrell's Addition to the Town of Lowell,  
now within and a part of the City of South Bend, and being more  
particularly described as follows:

Beginning at a point twenty (20) feet East of the Northwest corner  
of said Lot No. Two (2), thence East thirty-nine (39) feet; thence  
South eighty-eight (88) feet; thence West thirty-nine (39) feet;  
thence North eighty-eight (88) feet to the place of beginning.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B

Commitment No. 50216

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:

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- B. Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- C. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- D. 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.
- E. Any Owner's Policy issued pursuant hereto will contain under Schedule B the General Exceptions set forth below. Any Loan Policy will contain under Schedule B General Exceptions 1, 2 and 3 unless a satisfactory survey is furnished; General Exception 4 will appear unless satisfactory evidence is furnished that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

General Exceptions:

1. Rights or Claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
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.

F. Special Exceptions:

1. Taxes for the year 1980 due in May and November, 1981, in the total amount due of \$31.50 are paid.

Tax Unit 18 Key 5018 0608 Land Val. \$340.00 Net Value \$340.00.

Taxes for the year 1981 due in May and November, 1982.

Note: A judgment and bankruptcy search against Michael L. Rupley and Charles A. Rupley discloses no liens of record. Bankruptcy search limited to 11-2-81 and search of the records of Mishawaka Superior Court limited to 11-12-81 at eight o'clock A.M.



CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interests or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

Issued by:  
**THE ABSTRACT & TITLE  
 CORPORATION OF SOUTH BEND**  
 135 South Lafayette Boulevard  
 South Bend, Indiana 46601  
 (219) 233-8258

By:

*Alvin W. Long*  
 President.

*Thomas J. McFadden*  
 Authorized Signatory

Thomas J. McFadden,  
 Vice President

ATTEST:

*Chester C. McCallough*  
 Secretary

