

1297

GUARDIAN'S DEED from Albert H. and
Samantha A. Rerick to City of
South Bend, A part of the W. 1/2
of the N.W. Quarter of Sec. 22,
Township 37 North, Range 2 East,
St. Joseph County, described as
follows: (SEE DEED)

(MAPLE RD. -ETHANOL PLANT PROJECT)

CITY ATTORNEY'S OFFICE
INTER-OFFICE MEMO

TO: SANDRA PARMERLEE, CLERK
BOARD OF PUBLIC WORKS

DATE: MARCH 30, 1983

FROM: CAROLYN V. PFOTENHAUER *CP*
ASSISTANT CITY ATTORNEY

SUBJECT: RERICK PROPERTY DEEDS

Attached are the trustee's deed from 1st Source Bank as trustee of the Howard D. Rerick testamentary trust and the guardian's deed from St. Joseph Bank and Trust Company as guardian of the estate of Albert H. and Samantha Rerick, each transferring an undivided one-half interest in the property which the City purchased in order to build Maple Road. I am also attaching a copy of the title insurance. The Board of Works needs to accept these deeds at the next meeting.

CVP/clt

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.

1st Source Bank
c/o John Peddycord, Attorney
600 Chamber of Commerce Bldg.
South Bend, IN 46601

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)
\$37,385.00	

COMMITMENT No.

42640

EFFECTIVE DATE:

February 2, 1983 at
eight o'clock A.M.

Proposed Insured - LOAN:

Proposed Insured - OWNERS:

CITY OF SOUTH BEND

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:

**1ST SOURCE BANK, AS TRUSTEE OF HOWARD D. RERICK, TESTAMENTARY TRUST
AND THE ESTATE OF ALBERT H. RERICK, AN INCOMPETENT PERSON**

The land referred to in this Commitment is described as follows:

Situate in St. Joseph County, in the State of Indiana:

See Attached Schedule "A" for Legal Description

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE A CONTINUED

LEGAL DESCRIPTION

A part of the West Half of the Northwest Quarter of Section 22, Township 37 North, Range 2 East, in St. Joseph County, Indiana, described as follows: Beginning at the northwest corner of said quarter section, marked by a brass plug set in concrete; thence North 89 degrees 28 minutes 29 seconds East 60.00 feet along the north line of said West Half; thence South 0 degrees 22 minutes 40 seconds East 1083.26 feet; thence South 17 degrees 14 minutes 59 seconds East 353.25 feet; thence South 39 degrees 22 minutes 09 seconds East 211.70 feet; thence South 36 degrees 52 minutes 40 seconds East 327.63 feet; thence North 58 degrees 07 minutes 20 seconds East 628.67 feet; thence Northeasterly 40.84 feet along an arc to the left and having a radius of 1948.40 feet and subtended by a long chord having a bearing of North 57 degrees 31 minutes 39 seconds East and a length of 40.84 feet; thence South 22 degrees 54 minutes 02 seconds East 50.78 feet to the centerline of State Road 23; thence along said centerline Southwesterly 32.92 feet along an arc to the right and having a radius of 1998.40 feet and subtended by a long chord having a bearing of South 57 degrees 39 minutes 27 seconds West and a length of 32.92 feet; thence South 58 degrees 07 minutes 20 seconds West 1023.29 feet along said centerline; thence North 5 degrees 40 minutes 27 seconds West 313.60 feet; thence South 58 degrees 07 minutes 20 seconds West 177.48 feet to the west line of said West Half; thence North 0 degrees 22 minutes 40 seconds West 1878.35 feet along said West line to the Point of Beginning.

SCHEDULE B

Commitment No. 42640

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. W NW N OF RD EX PT IN CITY X EX 1.20 AC SW COR 40.13 AC 22-37-2E:

Taxes for the year 1981 due in May and November, 1982 show paid in the total amount of \$347.52.

Tax Unit 17 Key 1013 0325; Land Val. \$6,160.00; Imp. Val. \$0.00; Net Value \$6,160.00.

Taxes for the year 1982 due in May and November, 1983.

2. Rights of way for drainage ditches, feeders and laterals, if any.
3. Proceedings pending in the St. Joseph County Probate Court in re: Guardianship of Albert H. Rerick, opened January 5, 1976 as Guardianship 8263.
4. Rights of St. Joseph Bank and Trust Company, guardian of the Estate and Person of Albert H. Rerick, an incompetent person.
5. Order entered February 1, 1983 in the St. Joseph County Probate Court authorizing the St. Joseph Bank and Trust Company, as guardian of the Estate of Albert H. Rerick, an incompetent person, Guardianship #8263, to sell wards' undivided one-half interest in said premises for not less than the fair market value of \$100,000.00.

Note: A judgment and bankruptcy search as to 1st Source Bank, as Trustee of Howard D. Rerick, Testamentary Trust and the Estate of Albert H. Rerick, an incompetent person, Howard D. Rerick and Albert H. Rerick discloses no liens of record. Bankruptcy search limited to January 24, 1983 at eight o'clock A.M. Search date of the Mishawaka Superior Court Records limited to January 28, 1983 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.

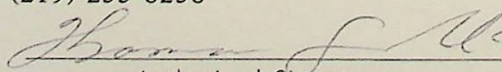
This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

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.

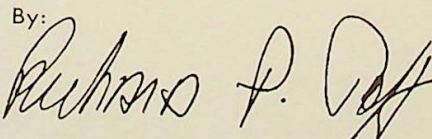
IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

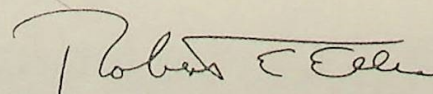
Issued by:
THE ABSTRACT AND TITLE
CORPORATION OF SOUTH BEND
135 South Lafayette Boulevard
South Bend, Indiana 46601
(219) 233-8258


Authorized Signatory

Thomas J. McFadden
Vice President

By: 
President.

ATTEST:


Secretary



Hold
Board of Works

MAIL TO:

8305213

#1297

St. Joseph County Bar Association
Probate Form No. 23 Rev. 1973

FILED

FEB 15 1983

AUDITOR'S RECORD

~~PERSONAL REPRESENTATIVE'S~~
OR GUARDIAN'S DEED

Transfer No. 612

IRVIN J. MANUSZAK, CLERK
St. Joseph Probate Court

Taxing Unit OTJ

Date 4-6-83

St. Joseph Bank and Trust Company of South Bend,
by Daniel L. Curry, Vice President and Trust Officer, as Guardian

Albert H. Rerick and

of the Estates of Samantha A. Rerick, by Order of the Probate

Court of St. Joseph County, in the State of Indiana, entered in the Order Book of said Court, for and in con-
sideration of the sum of 50/100ths Eighteen Thousand Six Hundred Ninety-Two and (\$18,692.50) Dollars

the receipt whereof is hereby acknowledged, conveys to the City of South Bend

the following REAL ESTATE

in St. Joseph County, in the State of Indiana, to-wit:

An undivided one-half (1/2) interest in the following described parcel of real estate:

A part of the West Half of the Northwest Quarter of Section Twenty-Two (22), Township Thirty-Seven (37) North, Range Two (2) East, in St. Joseph County, Indiana, described as follows: Beginning at the northwest corner of said quarter section, marked by a brass plug set in concrete; thence North 89 degrees 28 minutes 29 seconds East 60.00 feet along the north line of said West Half; thence South 0 degrees 22 minutes 40 seconds East 1083.26 feet; thence South 17 degrees 14 minutes 59 seconds East 353.25 feet; thence South 39 degrees 22 minutes 09 seconds East 211.70 feet; thence South 36 degrees 52 minutes 40 seconds East 327.63 feet; thence North 58 degrees 07 minutes 20 seconds East 628.67 feet; thence Northeasterly 40.84 feet along an arc to the left and having a radius of 1948.40 feet and subtended by a long chord having a bearing of North 57 degrees 31 minutes 39 seconds East and a length of 40.84 feet; thence South 28 degrees 54 minutes 02 seconds East 50.78 feet to the centerline of State Road 23;

INCORPORATED HEREIN BY REFERENCE

2

Hold MAIL TO: Board of Works

8305213

#1297

St. Joseph County Bar Association Probate Form No. 23 Rev. 1973

FILED

FEB 15 1983

AUDITOR'S RECORD

PERSONAL REPRESENTATIVE'S OR GUARDIAN'S DEED

IRVIN J. MANUSZAK, CLERK St. Joseph Probate Court

Transfer No. 612 Taxing Unit City Date 4-6-83

St. Joseph Bank and Trust Company of South Bend, by Daniel L. Curry, Vice President and Trust Officer, as Guardian

Albert H. Rerick and of the Estates of Samantha A. Rerick, by Order of the Probate

Court of St. Joseph County, in the State of Indiana, entered in the Order Book of said Court, for and in consideration of the sum of 50/100ths (\$18,692.50) Dollars

the receipt whereof is hereby acknowledged, conveys to the City of South Bend

the following REAL ESTATE

in St. Joseph County, in the State of Indiana, to-wit:

An undivided one-half (1/2) interest in the following described parcel of real estate:

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CONTINUED ON ATTACHED "EXHIBIT A" WHICH IS INCORPORATED HEREIN BY REFERENCE

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FILED IN DAVID A. NOWAK RECORDER ST. JOSEPH CO. INDIANA FEB 15 1983

Signed and dated this 11th day of February, 1983.

STATE OF INDIANA, ST. JOSEPH COUNTY, ss:

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

Daniel L. Curry, Vice President and Trust Officer of St. Joseph Bank and Trust Company of South Bend, as Guardian of the Estates of Albert H. Rerick and Samantha A. Rerick, and for and on behalf of said Guardian.

By: Daniel L. Curry SEAL Daniel L. Curry, Vice President and Trust Officer

and acknowledged the execution of the foregoing Deed.

In witness whereof, I have hereunto subscribed my name

and affixed my official seal, this 11th day of February, 1983.

Gloria H. Eckenroth Notary Public

My commission expires 3-28-86 Residing in St. Joseph County, IN.

Examined, approved and ordered delivered in open Court this 15 day of February, 1983.

Peter F. Nemeth Judge of the St. Joseph Probate Court

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

This instrument was prepared by John H. Peddycord, 224 W. Jefferson Blvd., Suite 600, South Bend, IN 46601. Member St. Joseph County Indiana Bar Association

thence along said centerline Southwesterly 32.92 feet along an arc to the right and having a radius of 1998.40 feet and subtended by a long chord having a bearing of South 57 degrees 39 minutes 27 seconds West and a length of 32.92 feet; thence South 58 degrees 07 minutes 20 seconds West 1023.29 feet along said centerline; thence North 5 degrees 40 minutes 27 seconds West 313.60 feet; thence South 58 degrees 07 minutes 20 seconds West 177.48 feet to the west line of said West Half; thence North 0 degrees 22 minutes 40 seconds West 1878.35 feet along said west line to the Point of Beginning, and containing 7.477 acres, more or less.

Subject to all assessments, liens and encumbrances, and to conditions, covenants, restrictions and easements of record, and subject also to legal zoning, and to building and/or use ordinances and regulations.

FILED FOR RECORD
ST. JOSEPH CO.
INDIANA
APR 6 9 49 AM '83
WANDA A. HONAK
RECORDER

APPROVED
BOARD OF PUBLIC WORKS

APR 4 1983
Joseph E. Levan
Robert M. ...

FILM NO. 8305213
WANDA A. NOWAK
RECORDER

APR 6 9 49 AM '83

ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

INDEXED

SECRET

APPROVED
[Signature]

550
MK