

#1354

CERTIFICATION OF PAYMENT OF COURT
APPOINTED APPRAISERS' AWARD

(RE: SLUDGE FARM)

HOLD, City of South Bend
City Attorney

1354

8409363

CERTIFICATION OF PAYMENT OF COURT

APPOINTED APPRAISERS' AWARD

Transfer 11693
Taxing Unit German
Date 5-18-84

TO: THE AUDITOR OF ST. JOSEPH COUNTY, INDIANA:

Carolyn V. Pfothenhauer, Attorney for City of South Bend, Indiana, on behalf of its Board of Public Works, certifies:

1. That the City of South Bend, Indiana, on behalf of its Board of Public Works, is the Plaintiff in the cause entitled Civil City of South Bend, Indiana, vs. William E. Mays and Velma L. Mays, and St. Joseph County Treasurer in the St. Joseph Circuit Court, Cause No. N-8449, being an action for the appropriation of the following described real estate in St. Joseph County, State of Indiana, to-wit:

Part of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section 28, Township 38 North, Range 2 East and part of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 29, Township 38 North, Range 2 East described as follows: Beginning at a point 40 feet West of the Northeast corner of the West Half (1/2) of the West Half (1/2) of Section 28, Township 38 North, Range 2 East; thence South 950 feet on a line parallel with the East line of the West Half (1/2) of the West Half (1/2) of Section 28; thence West 983 feet more or less along a fence row on a line parallel to the North line of said Section 28; thence North 307.1 feet; thence West 737 feet; thence North 40 feet; thence East 737 feet; thence North 600 feet more or less to the North line of the Section in Cleveland Road; thence East 983 feet along said Section line to the place of beginning.

Subject to legal highways.

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

2. That on the 30th day of April, 1982, Court appointed Appraisers returned their report to the Court, assessing total damages in the sum of \$94,100.00, which sum the City of South Bend on behalf of its Board of Public Works, paid to the Clerk of said Court on the 24th day of May, 1982.

WHEREFORE, the City of South Bend, on behalf of its Board of Public Works, by its attorney, Carolyn V. Pfothenhauer, makes this Certification for the purpose of inducing the Auditor of St. Joseph County, Indiana, to certify and transfer the herein before described real estate to the name of the City of South Bned, for the use and benefit of its Board of Public Works, in accordance with the Acts of 1905, Chapter 48, Section 7, as amended by the Acts of 1967, Chapter 193, I.C. 32-11-1-7 (being Burns Stats. Anno. Sec. 3-1708).

South Bend, Indiana

CITY OF SOUTH BEND, INDIANA
on behalf of its Board of
Public Works

Dated: 5/11/84

By: Carolyn V. Pfothenhauer
CAROLYN V. PFOTENHAUER
ASSISTANT CITY ATTORNEY

1

MAY 1984
FILED
JOSEPH F. NAGY
AUDITOR
ST. JOSEPH COUNTY
INDIANA

FILM NO. WANDA A. NOWAK
RECORDER
MAY 18 4 24 PM '84
ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

CITY ATTORNEY'S OFFICE
INTER-OFFICE MEMO

TO: SANDY PARMERLEE
BOARD OF WORKS

DATE: MARCH 12, 1986

FROM: CAROLYN V. PFOTENHAUER
ASSISTANT CITY ATTORNEY



SUBJECT: CITY OF SOUTH BEND v. WILLIAM E. MAYS, et al.

I came upon this Certification of Payment of Court Appointed Appraiser's Award in the above captioned matter. This copy is for for your records.

CVP/jdh

Enclosure



CITY of SOUTH BEND

ROGER O. PARENT, Mayor

COUNTY-CITY BUILDING SOUTH BEND, INDIANA 46601

*Cause # 10123 Pfotenauer
N-8449*

BUREAU OF WASTEWATER
3113 Riverside Drive
South Bend, IN 46628

(219) 277-8515

Casimir B. Rzepnicki, Mgr.
Wastewater Treatment Plant

March 21, 1984

Mr. and Mrs. William Mays
21346 Auten Road
South Bend, IN 46628

Dear Mr. & Mrs. Mays:

After receiving your call, I have looked into the situation regarding the transfer of your property to us. You are quite correct in your suspicion that the transfer is incomplete. Following the deposit of the Court determined amount with the County Clerk, it is necessary to obtain a deed from the Clerk and then get it recorded. The latter operations have not been done.

I have advised the necessary people of this deficiency verbally and additionally, by a copy of this letter. You may rest assured that I will continue to monitor their progress and exhort them to get this matter completed as soon as possible.

Thank you again for your patience with us on this matter and I will keep you informed as we progress on it.

Very truly yours,

David A. Wells
Manager, Division of
Ecological Services

DAW/ljt

cc: John Leszczynski
Michael Vance
Carolyn Pfotenauer
Morgan Peck

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
City Engineer
Dave Wells

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)
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COMMITMENT No.

EFFECTIVE DATE:

40293

December 11, 1981 at
eight o'clock A.M.

\$1,000.00

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:

William E. Mays and Velma L. Mays, husband and wife

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

Part of the Northwest Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of Section 28, Township 38 North, Range 2 East and part of the Northeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section 29, Township 38 North, Range 2 East described as follows: Beginning at a point 40 feet West of the Northeast corner of the West Half ($\frac{1}{2}$) of the West Half ($\frac{1}{2}$) of Section 28, Township 38 North, Range 2 East; thence South 950 feet on a line parallel with the East line of the West Half ($\frac{1}{2}$) of the West Half ($\frac{1}{2}$) of Section 28; thence West 983 feet more or less along a fence row on a line parallel to the North line of said Section 28; thence North 307.1 feet; thence West 737 feet; thence North 40 feet; thence East 737 feet; thence North 600 feet more or less to the North line of the Section in Cleveland Road; thence East 983 feet along said Section line to the place of beginning.
Subject to legal highways.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B

Commitment No. 40293

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. N end W $\frac{1}{2}$ NW $\frac{1}{4}$ EX 4.11 AC NW Cor. Sec. 28-38-2E:
Taxes for the year 1980 due in May and November, 1981 in the total amount of \$172.66 are paid.
Tax Unit 25 Key 1010 0371. Land Val. \$1760.00; Imp. Val. \$100.00;
Net Val. \$1860.00.
Taxes for the year 1981 due in May and November, 1982.
2. Rights of way for drainage ditches, feeders and laterals, if any.
3. Easement granted by Sarah A. McCombs, to Indiana & Michigan Electric Company, dated June 30, 1936 and recorded August 10, 1936 in Deed Record 284, page 568.
Note: Said easement is not definitely located.

Note: A judgment and bankruptcy search as to William E. Mays and Velma L. Mays, discloses no liens of record. Bankruptcy search limited to December 4, 1981 and search date of the Mishawaka Superior Court Records limited to December 11, 1981 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. McConough
 Secretary

