

MUSEUM

ITEMS



TAYLOR & TAYLOR, INC.

*Abstracters*

52 SOUTH JEFFERSON STREET • DANVILLE, IND. • PHONE 745-2382



United States

Patent

Dated November 10 1824

No. 2 To

James Downard

Hendricks County Indiana

AN ABSTRACT of TITLE to the following described REAL ESTATE in Hendricks County, in the State of Indiana, to-wit: The South half of Lot numbered 3 in Block numbered 31 in the original town of Danville.

By the President, James Monroe

The United States of America, of the General Land Office.

To all to whom these presents shall come greeting:

Whereas James Downard of Hendricks County Indiana, has deposited in the General Land office of the United States a certificate of the register of the land office at Crawfordsville, Indiana, whereby it appears that full payment has been made by the said James Downard according to the provision of the act of Congress of the 24th of April 1820 entitled an act making further provision for the sale of the public

United States

Entry

Dated July 14 1824

No. 1 North of Range 1 West in the district of Crawfordsville and State of Indiana, containing 80 acres according to the plat of the survey of James Downard the said land returned to the General Land office by the Surveyor

Entry Book

Hendricks County Records

Gen The East half of the North East quarter of Section 9 Township 15 North Range 1 West, 80 acres. United States in consideration of the promises and in conformity with the several acts of Congress in such case made and provided have given and granted and by these presents do give and grant unto the said James Downard and to his heirs the said tract abovescribed, to have and to hold the same together with all the rights, privileges, immunities and appurtenances of whatsoever nature

belonging to the said James Downard and his heirs and assigns



United States

Patent

In testimony whereof I, James Monroe, President of the United States

Dated November 10 1824

No. 2

To

Recorded January 5 1839

and the seal of the General Land office is to be affixed

Deed Record 6 page 611

James Downard

Hendricks County Records

November 10 the year of our Lord 1824 and of the Independence of the

United States the 49th.

Thomas H. Union, Clerk

deposition (See below)

By the President, James Monroe

The United States of America, of the General Land office.

To all to whom these presents shall come greeting:

Whereas James Downard of Hendricks County Indiana, has deposited in the General Land office of the United States a certificate of the register of the Land office at Crawfordsville, Indiana, whereby it appears that full payment has been made by the said James Downard according to the provision of the act of Congress of the 24th of April 1820 entitled an act making further provision for the sale of the public lands for the Easthalf of the North Eastquarter of Section 9 in Township 15 North of Range 1 West in the district of Crawfordsville and State of Indiana, containing 80 acres according to the plat of the survey of the said lands returned to the General Land office by the Surveyor General which said tract has been purchased by the said James Downard

Now know ye that the United States of America in consideration of the premises and in conformity with the several acts of Congress in such case made and provided have given and granted and by these presents do give and grant unto the said James Downard and to his heirs the said tract abovescribed, to have and to hold the same together with all the rights, privileges, immunities and appurtenances of whatsoever nature thereunto belonging to the said James Downard and his heirs and assigns forever.



No. 8

10

United States

Deed Record & Book 111  
Recorded January 2 1824  
Dated November 10 1824  
Patent

In testimony whereof I, James Monroe, President of the United States of the United States of America have caused these letters to be made Patent and the seal of the General Land office to be hereto affixed.

Given under my hand at the City of Washington the 10th day of November in the year of our Lord 1824 and of the Independence of the United States the 49th.

Thomas Henton, Agent.

Consideration (See below)  
By the President, James Monroe

Geo. Graham, Commissioner of the General Land office.

James Downard and Elizabeth his wife of the County of Hendricks and State of Indiana of the first part and Thomas Henton, Agent for the County of Hendricks and his successors in office of the second part witnesseth that the said party of the first part in consideration of the location of the County seat of the County aforesaid doth grant and convey to the said party of the second part all that tract or parcel of land situated lying and being in Township 15 North Range 1 West, Section 2 North East quarter, East half: Beginning at the North East corner of said Section; thence South 40 poles; thence West 80 poles; thence North 40 poles; thence East 80 poles to the place of beginning, containing 20 acres.

Together with all the singulars the appurtenances and appurtenances therunto belonging or in any wise appertaining, to have and to hold the said premises above particularly mentioned and described to the said party of the second part or his successors in office forever.

James Downard

Seal

State of Indiana

Elizabeth Downard

Seal

Hendricks County

On the 10th day of November in the year of our Lord 1824

James Downard and Elizabeth



Elizabeth Downard his wife

Recorded (Date not given)

Dated September 28 1882

Willoughby Deed

James Downard

his wife we acknowledged the above indenture to be our voluntary act and deed for the uses and purposes therein contained.

This given from under my hand and seal this day and year above written.

James Downard

Associate Judge of Hendricks County Indian

Judson

Steele

Harkington

Steele

South

Jefferson

Steele

Gow

Steele

Mine

Mann

South



8 PZ

lot no 3

Block 31 original Town Dan



South



used for the uses and purposes herein contained.

South



TO HOLD OF BARGE I Aest: SPENCE HOLLY TO CORNER TO APOLE 3 AND 4  
BEGINNING AT THE CORNER OF SECTION 3 AND 4 AND TO IN LOMANSHIP  
ELECT NOTES TAKEN IN LAYING OFF THE TOWN OF DANVILLE.  
ORIGINAL LIST OF DANVILLE

The North row in fractional blocks are 11 poles 8 feet 8 inches North  
and South and the same aforesaid East and West. East fractional row of  
blocks from the public square 19 poles 15 feet 6 inches East and West.  
The West row of fractional blocks 16 poles and 12 feet East and West.

Lots on the public square front 3 poles 11 feet 11 $\frac{1}{2}$  inches tail  
7 poles 9 feet 10 $\frac{1}{2}$  inches, next larger size front 3 poles 13 feet 2 $\frac{1}{2}$   
inches, lots tailing the narrowest way of the rows of blocks fronting  
the public square tail 7 poles 7 feet 4 $\frac{1}{2}$  inches, blocks bounded by 60  
feet street front 3 poles 14 feet 5 $\frac{1}{2}$  inches and tail 7 poles 12 feet  
4 $\frac{1}{2}$  inches. The North row of fractional lots East and West front 3 poles 12  
feet 9 $\frac{1}{2}$  inches, fractional lots in the East row of fractional blocks and  
are 9 poles 12 feet 6 inches East and West and in breadth as aforesaid, 7  
poles 7 feet 4 $\frac{1}{2}$  inches. Fractional lots in the West row of fractional  
blocks 8 poles 1 foot East and West and as aforesaid North and South  
State of Indiana

Hendricks County SS: privileges and courtesies thereto belonging  
or in any Before me the undersigned Recorder in and for said County came.  
Thomas Henton, Agent for the County aforesaid and acknowledged the within  
to be a correct plat of the town of Danville as furnished by the surveyor  
Elizabeth X Paught Seal  
who laid off the same. mark

Given under my hand and seal 20th day of October 1824

Be it remembered that on this 11th day of April 1834, a Recorder or person Seal  
came before me the undersigned Recorder in and for said  
County of Hendricks the within Deed Record 3 page 44 and acknowledged the sign-  
ing of the within deed of Hendricks County Records

for purposes therein contained and the woman being examined and found  
her husband freely and voluntarily relinquished all claims of title to  
the aforesaid premises



GEORGE LEHRER

I, Isaac R. Gwathney, Clerk of the County Court of the County  
aforesaid do certify that the deed from Rice McGhee and Peter Blake and  
their wives, to George Mc Blake was the 22nd day of May 1832 produced



Warranted Blake wife of said Peter Blake and her heirs G. M. C. Blake  
Blake to be the full set and deed and on this the 8th day of June 1833  
to me in my office and acknowledged by the said Peter Mc Ghee and Peter  
Hendricks County  
Hendricks County

George M. C. Blake

Alexander McVay  
and

Mary B. Blake his wife

No. 6

To

Alexander McVay

William L. Matlock

Warranty Deed

Warranty Deed

Dated February 8 1834

Dated January 26 1834

Recorded February 10 1834

Recorded February 27 1835

Deed Record 3 page 6

Deed Record 3 page 333

Hendricks County Records

Hendricks County Records

Consideration \$35.00

Consideration \$100.00

George M. C. Blake hath granted, bargained and sold and by these  
these presents doth grant, bargain and sell unto the said Alexander  
McVay and his heirs and assigns forever all the tract or parcel of land  
his heirs and assigns forever all those tracts or parcels of land lying  
to-wit: Numbered 2 and 3 in Square numbered 31 in the town of Danville,  
and being in the town Plat of Danville and County and State aforesaid  
in the County and State aforesaid.

To have and to hold the above described premises hereby sold and  
conveyed unto the said Alexander McVay his heirs and assigns forever,  
to have and to hold the above described premises hereby sold and  
together with all and singular the appurtenances thereunto belonging or  
conveyed unto the said William L. Matlock his heirs and assigns forever  
in any wise appertaining to his own proper use and behoof.

together with all and singular the appurtenances thereunto belonging or  
in any wise appertaining.

G. M. C. Blake

Seal

Mary B. Blake

Alexander X McVay  
mark

Seal

her

Elf X McVay  
mark

Seal

State of Indiana

Hendricks County SS

Acknowledged February 8 1834 by George M. C. Blake and Mary B  
Blake the wife of the said George M. C. Blake and separate examination in  
of wife in proper form before

S. T. Hadley, Recorder Seal



WILLIAM P. MATLOCK  
VICTORIAL MCAFA

CONTRACTED 1800-00  
HENDRICKS COUNTY RECORDS  
DEED RECORD 2 PAGE 283  
RECORDED DECEMBER 31 1832  
DEED RECORD 3 PAGE 2  
RECORDED DECEMBER 10 1834  
DEED RECORD 3 PAGE 2  
RECORDED DECEMBER 10 1834  
DEED RECORD 3 PAGE 2  
RECORDED DECEMBER 10 1834  
DEED RECORD 3 PAGE 2  
RECORDED DECEMBER 10 1834

No. 1

10

ETC MCAFA

WILLIAM P. MATLOCK HIS WIFE

and

VICTORIAL MCAFA

WILLIAM P. MATLOCK

William L. Matlock  
William L. Matlock

and

WILLIAM L. MATLOCK HIS WIFE

No. 8

To

Simon T. Hadley  
Simon T. Hadley

Warranty Deed  
Warranty Deed

Dated January 23 1837

Dated March 10 1835

Recorded June 27 1837

Recorded March 24 1835

Deed Record 3 page 417

Deed Record 3 page 299

Hendricks County Records

Hendricks County Records

Consideration \$1100.00

Consideration \$60.00

William L. Matlock hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Simon T. Hadley and his heirs and assigns forever all that tract or parcel of land to-wit: The undivided half of Blocks numbered 31 and 32 in the town of Danville in the County and State aforesaid (the other half having heretofore been conveyed by the said Matlock to the said Hadley by deed bearing date March 10 1835 and recorded in Book No. 3 at page 299 of the record of deeds in Hendricks County I.)

To have and to hold the above described premises hereby sold and conveyed unto the said Simon T. Hadley his heirs and assigns forever, together with all and singular the appurtenances thereunto belonging or in any wise appertaining to his own proper use and behoof.

Wm L. Matlock

Seal

Wm L. Matlock

Seal

Nancy M. Matlock

Seal

State of Indiana

Hendricks County ss

Acknowledged March 10 1835 by William L. Matlock in proper

form before

Job Osborn, J. P.



No. 8  
Lo

Deed Record 2 page 333  
Recorded March 24 1832  
Deed March 10 1832  
Hendricks Deed

William L. Matlock

William L. Matlock  
and  
Nancy M. Matlock his wife  
To  
Simon T. Hadley

Warranty Deed  
Dated January 23 1837  
Recorded June 27 1837  
Deed Record 5 page 417  
Hendricks County Records  
Consideration \$1100.00

William L. Matlock hath granted, bargained and sold and by these presents doth grant, bargain and sell unto the said Simon T. Hadley and his heirs and assigns forever all that tract or parcel of land to-wit: The undivided half of Blocks numbered 31 and 32 in the town of Danville in the County and State aforesaid (the other half having heretofore been conveyed by the said Matlock to the said Hadley by deed bearing date March 10 1835 and recorded in Book No. 3 at page 299 of the record of deeds in Hendricks County I.

To have and to hold the above described premises herebe sold and conveyed unto the said Simon T. Hadley his heirs and assigns forever, together with all and singular the appurtenances thereunto belonging or in anywise appertaining to his own proper use and behoof.

Wm L. Matlock Seal  
Nancy M. Matlock Seal

State of Acknowledged August 30 1848 by Simon T. Hadley and Mary Hadley the wife of the said Simon T. Hadley and separate examination of wife in proper form before  
October 28 1852 by William C. Gline and Ellenor Gline wife of the said William C. Gline Henry Miller, J. P.  
wife in proper form before



No. 11

10

WITNESS C. C. Cline

and

WITNESS C. C. Cline

Deed Record 12 page 494  
Recorded October 28 1858  
Deed Record 21 page 494  
Recorded October 28 1858  
Warrant Deed  
March 10 1858

Ezra W. Scarce

and

Martha Scarce his wife

No. 12

To

Hiram Helton

Warranty Deed

Dated March 10 1858

Recorded March 10 1858

Deed Record 21 page 494

Hendricks County Records

Consideration \$400.00

Hiram Helton Convey and Warrant to James Lockridge the following  
Ezra W. Scarce and Martha Scarce his wife Convey and Warrant to  
top Hiram Helton the following real estate in Hendricks County in the  
State of Indiana, to-wit: Lots numbered 2 and 3 in Block numbered 31 in  
the town of Danville.

Hiram Helton Seal

Ezra W. Scarce Seal

Martha Scarce Seal

State of Indiana

Hendricks County SS

Acknowledged March 10 1858 by Ezra W. Scarce and Martha Scarce  
in proper form before

S. T. Hadley, Recorder Seal



No. 12

10

Deed Record 24 page 33  
Recorded June 18 1887  
Dated June 14 1887  
Hendricks County

HILSON HILSON

Sarah Lockridge et al

Warranty Deed

Dated June 14 1887

Recorded July 4 1887

Deed Record 66 page 307

Hendricks County Records

Consideration (See below)

No. 14 To

Mary and Samuel Bell

Sarah Lockridge, Sarena Dunbar and John Dunbar her husband,  
Martha Greer and Henry Greer her husband, William Lockridge and Martha  
Lockridge his wife, John Lockridge Missouri A. Lockridge his wife  
Convey and Warrant to Mary and Samuel Bell the following real estate in  
Hendricks County and State of Indiana, to-wit: Lot 3 in Block 31 in the  
town of Danville, Indiana, for the following consideration, to-wit:

The said Mary and Samuel Bell to provide at their own expense a  
comfortable living to care for and support the <sup>Sarah</sup> said Lockridge so long as  
she shall live to pay her doctors bills and funeral expenses after the  
death provided she does not live to exceed two years but in the event  
she should live more than two years then the doctors bills and funeral  
expenses are to be born equally by the heirs and children of the said  
Sarah provided further that she, the said Mary and Samuel Bell or either  
of them die Before the said Sarah rendering it impossible for either  
of them to fulfill this agreement or in case the said Sarah becomes  
dissatisfied so that she desired no longer to live with the said Mary and  
Samuel Bell then the said Real Estate is to be re conveyed to the said  
grantors, but the said Mary and Samuel Bell are to have their pay for  
the keeping of the said Sarah Lockridge at the rate of \$1.50 per week  
for the time they have kept her and it is hereby agreed that they shall



No. 17

Lo

Deed record 22 Dec 201  
Recorded MAY 4 1882  
Dated June 14 1889  
Merrill A. Deed

Deed Lockridge of ST

No. 1  
hold a lien upon said real estate for said sum.

John G. Lockridge William Lockridge  
An Lockridge Martha I. Lockridge  
har  
Sarah Lockridge H. S. Greer  
mark

Serena C. Dunbar Martha Greer  
John S. Dunbar  
erecting house recently erected and repaired thereon by you for the sum  
of \$25.00 for work and labor done and material furnished by us in the  
erection and reconstruction and repairing of said house, which work and  
State of Indiana  
labor done and materials furnished was done and furnished by us at your  
Hendricks County SS

Acknowledged June 14 1889 by John G Lockridge, Anne

Lockridge, Sarah Lockridge, H. S. Greer, Martha Greer, Serena Dunbar  
John Dunbar, William Lockridge and Martha J. Lockridge in proper form  
before

W. M. Taylor Seal  
Notary Public

The debt hereby secured having been fully paid,  
heretofore this lien is null.

Attest: Wm L. Wilson, R.H.C.

Downard & Reichard

Second installment of taxes for the year 1890 in the name of

Tax for 1890 not yet computed.



No. 1

INCUMBRANCES.

Danville, Indiana, May 3, 1898.

To Mary Bell, Samuel W. Bell and all others concerned:

You are hereby notified that we intend to hold a mechanics lien on Lot 3 in Block 31 in the original town of Danville, Hendricks County in the State of Indiana as well as upon the one story frame shingle roof dwelling house recently erected and repaired thereon by you for the sum of \$25.00 for work and labor done and material furnished by us in the erection and construction and repairing of said house, which work and labor done and materials furnished was done and furnished by us at your special instance and request and within the last sixty days.

Downard & Reichard

Recorded May 3, 1898

Miscellaneous Record 6 page 80

Hendricks County Records

MARGINAL RELEASE OF THE ABOVE LIEN

Danville, Ind. May 17, 1899

The debt hereby secured having been fully satisfied, we hereby release this lien in full.

Downard & Reichard

Attest: Wm L. Wilson, R.H.C.

No. 2

Second installment of taxes for the year 1898 in the name of S. W. and Mary Bell on the above described real estate and personal property \$3.01

Tax for 1899 not yet computed.



in the State of Indiana as well as upon the one story frame building lot  
on lot 3 in block 21 in the city of Danville, Hendricks County

Don the hereby notified that we intend to hold a mechanics lien

to Mary Bell, Samuel H. Bell and all others concerned:

Danville, Indiana, May 2, 1888.

No. 1

IN CONVEYANCE

Danville, Ind., 9 o'clock *A* M., *May 10th* 189*9*.

We hereby certify that the foregoing abstract contains a correct exhibit of all deeds, leases, and other instruments, which either convey or affect the land described in the caption that appears on the real estate records of Hendricks County, Indiana, and that all of said instruments are in proper form and regular, except as noted, and are correctly abstracted.

We also certify that as shown by the dockets and the Lis Pendens Records of the Circuit Court, and the Records in the office of the Recorder the Treasurer and the Sheriff of the county aforesaid, there are no unsatisfied judgments against

*Samuel H. Bell and Mary Bell* or against any of the former owners of said real estate since

*May 10th* 18*89*; no unsatisfied mortgages, no suits pending, no mechanics' liens, no tax sales, no unpaid taxes, past due, and no liens of any kind affecting above real estate, except as noted.

No. of Transfers *14*  
No. of Liens *2*

*Trattler & Patterson*  
Abstracters for Hendricks County.



No. 1

A Continuation of an abstract of title since 9 o'clock A. M. May 10th 1899, up to and including the 12th day of May, 1923, to the following described real estate in Hendricks County, in the State of Indiana, to-wit:

The South half of Lot Numbered 3 in Block Numbered 31 in the original Town of Danville.

Hanes and Mary A. Belle, and for so doing this shall be his sufficient authority.

In testimony whereof, I E. E. Dougan, Clerk of the Hendricks Circuit Court, hereunto subscribe my name, and affix the seal of said Court, at Danville, this 15th day of June, 1924.

E. E. Dougan, Clerk (Seal)

This certifies, that I printed in duplicate the foregoing abstract of title, and the same was filed in my office, at Danville, State of Indiana, to-wit: on the 15th day of June, 1924, in Hendricks County, Ind.

This certifies, that I printed in duplicate the foregoing abstract of title, and the same was filed in my office, at Danville, State of Indiana, to-wit: on the 15th day of June, 1924, in Hendricks County, Ind.

This certifies, that I printed in duplicate the foregoing abstract of title, and the same was filed in my office, at Danville, State of Indiana, to-wit: on the 15th day of June, 1924, in Hendricks County, Ind.



No. 3

State of Indiana)

Hendricks County, Indiana

No. 2 John To SS

Mary A. Belle

Affidavit

Dated May 12, 1925

Book 14 page 227

Recorded May 12, 1925

Marriage License

Marriage Record 13 page 17

Hendricks County Records

Be it remembered, That on this 13th day of June, 1904, the following Marriage License was issued, to-wit:

of Indiana, to-wit: Hendricks County, SS: Deed Record 34, at page 99

Affiant further To all who shall see these presents, Greeting: this life

Know ye, That any person empowered by law to solemnize Marriages, is hereby authorized to join together as husband and wife, George W. Hanes and Mary A. Belle, and for so doing this shall be his sufficient authority.

In testimony whereof, I Zim E. Dougan, Clerk of the Hendricks Circuit Court, hereunto subscribe my name, and affix the seal of said Court, at Danville, this 13th day of June, 1904.

Zim E. Dougan, Clerk (Seal)

Be it further remembered, that on this 14th day of June, 1904, the following Certificate was filed in my office, to-wit: State of Indiana, to-wit: Hendricks County, SS: Deed Record 34, at page 307.

This certifies, That I joined in Marriage as husband and wife as George W. Hanes and Mary A. Belle, on the 13th day of June, 1904. Deed last above mentioned, executed this Z.H. Doan and State, on the 29th day of February 1905.

Affiant further says that the said parties in said Deed, viz: Mary and Samuel Bell, complied with all the stipulations and requirements mentioned in said Deed, and did provide for the said Sarah Lookridge at their own expense a comfortable living and cared and supported said Sarah Lookridge as long as she lived, and paid her doctor bills and funeral expenses at her death.



BE IT REMEMBERED, THAT ON THIS 12TH DAY OF MAY, 1923, the

MAYOR of the

No. 3

George A. Hanes

Hendricks County Records

Hendricks County Record 12 Book 1A

Hendricks County

No. 3

State of Indiana )  
Hendricks County ) SS

Affidavit

Dated May 12, 1923

Book 14 page 297

Recorded May 12 1923

Hendricks County Records

John Shelley, of the town of Danville, in said County and State being first duly qualified, on his oath says that he was well and personally acquainted with James Lockridge, mentioned as the grantee in a Deed bearing date of August 17, 1868, and recorded in the Records of said County and State August 18, 1868 in Deed Record 34, at page 99

Affiant further says that the said James Lockridge departed this life in said County and State prior to June 14, 1887, leaving him surviving as his sole heirs at law, his widow Sarah Lockridge, and the following named children to-wit: Sarena Lockridge, who had intermarried with one John Dunbar, Martha Lockridge, who had intermarried with Henry Greer, William Lockridge, John Lockridge, and Mary Lockridge, who had intermarried with one Samuel Bell, and no other descendents of deceased sons or daughters.

Affiant further says that the said Sarah Lockridge, widow of the said James Lockridge, is the same and identical person mentioned as Sarah Lockridge and one of the grantors, in a Deed bearing date of June 14, 1887 and recorded in the Records of said County and State July 4, 1887 in Deed Record 66, at page 307.

Affiant further says that the said Sarah Lockridge mentioned as said grantor, and who retained and reserved a life estate in said Deed last above mentioned, departed this life in said County and State, on the 29th day of February 1888.

Affiant further says that the said grantees in said Deed, viz: Mary and Samuel Bell, complied with all the stipulations and requirements mentioned in said Deed, and did provide for the said Sarah Lockridge at their own expense a comfortable living and cared and supported said Sarah Lockridge as long as she lived, and paid her Doctor bills and funeral expenses at her death.



Belonging to said James Lockridge, mentioned as the grantee  
being first duly admitted, on the 25th day of July 1899, and  
John Shelley, of the town of Danville, in said county and state

Hendricks County )  
State of Indiana ) ss  
No. 3

Hendricks County Records  
Recorded May 13 1932  
Book 14 Page 384  
Dated May 13 1932  
VLLIQUATP

Affiant further says that the said Mary and Samuel Bell were husband and wife and lived together as such during the life-time of the said Samuel Bell; the said Samuel Bell having departed this life in said County and State, on the 30th day of July 1899, leaving him surviving as his sole heirs at law, his widow, the said Mary Bell.

Affiant further says that the said Mary Bell, who is also known as Mary A. Bell, intermarried with one George W. Hanes on the 13th day of June 1904, as will more fully appear in Marriage Record 13, on page 17 of the Records of said County and State

Affiant further says that the said George W. Hanes departed this life in said County and State on the 5th day of May 1905 leaving him surviving his widow, the said Mary A. Hanes, who thereafter in the name and style of Mary Hanes by her certain Warranty Deed, bearing date of March 17, 1909, and recorded in the Records of said County and State on the 13th day of November 1914, in Deed Record 115, at page 155, conveyed to Geneva Lockridge and Sarah Jewett the real estate described in said Deed.

Affiant further says that he has no interest in the real estate described in said Deeds.

John Shelley

Subscribed and sworn to before me this 12th day of May 1923.

James A. Downard Seal  
Notary Public

My Commission expires

January 2nd 1926



5



No. 10  
MELA HANES

Mary A. Hanes,  
Geneva Lockridge Case, et al

No. 5 To  
Etta McCoun

The South half of Lot Numbered 3  
original Town of Danville, Indiana.

Geneva Lockridge Case and Charles L. Case her husband and  
Sarah Jewett and Lorin A. Jewett her husband convey and Warrant to  
Etta McCoun the following real estate in Hendricks County in the  
State of Indiana, to-wit:  
The South half of Lot Numbered 3 in Block Numbered 31 in the  
original Town of Danville.

The grantee herein assumes and agrees to pay the taxes on all the  
above described real estate for the years 1922 and 1923 as a part of  
the consideration for this conveyance.

Signed and sealed by

Sarah Jewett	LS	Geneva Lockridge Case	LS
Lorin A. Jewett	LS	Charles L. Case	LS

Acknowledged March 11th 1923 by Sarah Jewett and Lorin A.  
Jewett her husband in proper form before.

Edgar Barnes, N. P.

Decatur County, Ind.

Acknowledged April 2nd, 1923 by Geneva Lockridge Case and Charles  
Case Case her husband in proper form before.

J. D. Poole, N. P.

Washoe County, Nevada

Attest: April 22, at 7:30 A. M. John S. Duckworth, R. H. C.  
Marginal entry  
Hendricks County Records  
3-24-23.

Mortgage  
Warranty Deed  
Dated March 21, 1923  
Dated March 24th 1923 &  
Recorded April 19, 1923  
April 11, 1923  
Recorded April 28, 1923  
Book 130 page 224  
Hendricks County Records  
Consideration \$600.00



Effs Account

No.

2

To

General Rockledge case of ST

Book 120 Page 334

Recorded Vblt 38 1882

Vblt 11 1882

Dated March 31 1882 &

Residual Deed

Mary A. Hanes,

unmarried

No.

6

To

M.S. Kenney

For value received I hereby assign

and interest in the within mortgage

Mortgage

Dated March 31, 1909

Recorded April 19, 1909

Book 53 page 148

Hendricks County Records

Amount \$60.00

The South half of Lot Numbered 3 in Block Numbered 31 in the original Town of Danville, Indiana.

To secure the payment when the same shall become due of one certain promissory note of even date herewith calling for the sum of \$60.00 falling due in 1 year from date and bearing interest at 8% per annum from date until paid and 10% attorney's fees.

Said note being signed by Mary A. Hanes mortgagor herein, in favor of M. S. Kenney, mortgagee herein, or order and is negotiable and payable at The First National Bank, Danville, Indiana.

Signed and sealed by

Mary A. Hanes

Seal

Acknowledged March 31, 1909 by Mary A. Hanesm unmarried, in proper form before.

John W. Trotter, N. P.

Hendricks County, Indiana.

No.

7

MARGINAL ENTRY OF ASSIGNMENT.

Apr. 29, 1909.

For value received I hereby assign and transfer all of my right title and interest in and to the within mortgage to Mary Hardin.

M. S. Kenney

Attest: April 29, at 7:30 A. M. John S. Duckworth, R. H. C.

Marginal entry  
Mortgage Record 53 page 148  
Hendricks County Records  
State of Indiana.



No. 8 MARGINAL ENTRY OF ASSIGNMENT.  
the Matter of the Estate of  
Danville, Ind.  
Sept 6<sup>th</sup> 1910.  
For value received I hereby assign and transfer all right, title  
and interest in the within mortgage to Marie Little.

Emma A. Hardin, Admr. of Est of  
Mary Hardin, deceased.

Be it remembered, that on the 21st day of July, 1909, Emma A.  
Attest: John S. Duckworth, R. H. C.  
Marginal entry  
Mortgage Record 53 page 148  
Hendricks County Records  
State of Indiana. Said application is as follows, (Here Insert)

And the Clerk of said Court aforesaid, having examined said app  
application and finding the said Emma A. Hardin to be a proper and  
suitable person to be instructed with said administration does  
now appoint her such administratrix with will annexed, upon the filing  
of bond in the sum of \$2500.00 with George F. Pattison and Chas. F.  
Bond as surety thereon, which bond is duly approved by said  
Clerk and is as follows, (Here Insert)

And now said Emma Hardin duly sworn to faithfully in all things  
perform her duties as such administratrix with the will annexed and she  
now files a copy of said oath as follows, (Here Insert)

And now letters of administration are duly issued to the said  
Emma Hardin authorizing her to proceed to the execution of her said  
trust.

Attest: James H. Adams, Clerk



In the Matter of the Estate

No. 9 of

Mary E. Hardin, deceased.

Hendricks Circuit Court

In the State of Indiana

Vacation

Order Book 30, page 200

Appointment of administratrix

with will annexed.

Be it remembered, that on the 21st day of July, 1909, Emma A.

Hardin presented to the Clerk of the Hendricks Circuit Court and filed an application for letters of administration upon the estate of Mary E.

Hardin, deceased. Said application is as follows, (Here Insert)

And the Clerk of said Court aforesaid, having examined said application and finding the said Emma A. Hardin to be a proper and suitable person to be instructed with said administration does now appoint her such administratrix with will annexed, upon the filing of bond in the sum of \$2400.00 with George T. Pattison and Chas. P. Hornaday as surety thereon, which bond is duly approved by said Clerk and is as follows, (Here Insert)

And now said Emma Hardin duly sworn to faithfully in all things perform her duties as such administratrix with the will annexed and she now files a copy of said oath, as follows, (Here Insert)

And now letters of administration are duly issued to the said Emma Hardin authorizing her to proceed to the execution of her said trust.

Attest: James M. Adams, Clerk



FOR ANTHE LOGOTACTY I HOLEPA HENGE  
MSTLY H' HENGTU' DECEASED

ORDER BOOK 20<sup>th</sup> Page 300

ABSTRACT

No.

8

of

DANVILLE

IN THE STATE OF INDIANA

No.

IN THE MATTER OF THE ESTATE

HENDRICKS COUNTY COMPT

No.

10

MARGINAL ENTRY OF RELEASE.

Danville, Ind., Nov., 12-1910

This mortgage has been fully paid and satisfied and I hereby  
release the same.

Marie Little

Attest: Nov., 12-1910 at 2:40 P. M. John S. Duckworth, R. H. C.

Marginal entry

Mortgage Record 53 page 148

Hendricks County Records

State of Indiana.

for the year 1922, due and payable in the year 1923

assessed in the name of Geneva Lockridge and Sarah Jewett as

follows:

May installment \$12.41 Paid 5/2/23

November installment \$12.41 Unpaid.

No.

13

Taxes for the year 1923, due and payable in the year 1924, a  
lien but not yet computed.

11

page

13

number



Release the same.

This mortgage has been fully paid and satisfied and I hereby

cancel the same. No. 13-1370

INVESTMENT BANK OF AMERICA

No.

10

No. 11

Taxes as shown at No. 2 of this abstract paid in full

at 1:30 A. M. of the year 1923.

to the following described real estate in Hendricks County, in the

State of Indiana, to-wit:

No. 12

The South half of Lot Numbered 3 in Block 31 in the original

Town of Danville

Taxes for the year 1922, due and payable in the year 1923

assessed in the name of Geneva Lockridge and Sarah Jewett as

follows:

May installment \$12.41 Paid 5/2/23

November installment \$12.41 Unpaid.

No.

13

Taxes for the year 1923, due and payable in the year 1924, a  
lien but not yet computed.



taxes as shown at No. 3 of this abstract being in full

No. 11

ETTA McCOUN

NO. 14

A Continuation of an Abstract of Title, since May 12, 1923, at 9:00 A. M. up to and including October 8, 1945, at 8:00 A. M. to the following described real estate in Hendricks County, in the State of Indiana, to-wit:

The South half of Lot Numbered 3 in Block 31 in the original Town of Danville.

May Installment  
Nov Installment

\$3.96 Paid 5-1-45  
3.96 Paid 9-29-45

No. 15

For Municipal assessments, if any, refer to Chart-Town, Danville Corporation.

2:00 P. M. 2:00 P. M. 1945



ETTA McCOUN

NO. 15

Taxes for all former years are shown paid.

NO. 16

Taxes for 1944 due and payable in 1945 assessed in the name of ETTA McCOUN, for real estate in CENTER TOWNSHIP, Original Town of Danville, are as follows: Key No. 29-8.

Description	Val of Land.	Val. of Improvements.
S $\frac{1}{2}$ Lot 3, Bk. 31		
Orig. Town Danville	\$100.00	\$250.00

May Installment	\$3.96 Paid 5-1-45
Nov Installment	3.96 Paid 9-29-45

NO.

17

Taxes for 1945 due and payable in 1946 are a lien but are not computed at this time.

NO. 18

For Municipal assessments, if any, refer to Clerk-Treas. Danville Corporation.

5 Numbers

2 Pages

8:00 A. M. October 8, 1945



of ELLA MCCOUN, lot last estate in GREENE TOWNSHIP, OUTSTANDING TOWN

DEEDS FOR LANDS AND BALESTRE IN LANDS ASSIGNED IN THE NAME

NO. 10

DEEDS FOR ALL TOWNSHIP LANDS ARE SHOWN BEING

NO. 12

and miscellaneous records, and the Deed and Mortgage Entry Books in the Recorder's Office, the Tax Duplicates in the Treasurer's Office, the Tax Sale Registers in the Auditor's Office, the Execution Docket in the Sheriff's Office, and the Entry Docket, the Lis Pendens Records and the Judgment Dockets in the Clerk's Office, and that there are no pending suits nor liens against said premises not shown in said abstract.

Dated at Danville, Ind., the ..... day of ..... 19.....

Abstracters

### CONTINUATION NO. 1

We Hereby Certify, That the foregoing continuation of the abstract hereto attached, since the 9 o'clock A. M. day of May 1899, is a correct exhibit of every instrument or writing conveying or affecting the title of Etta McCoun to the lands described in the caption of this continuation upon the records of Hendricks County, State of Indiana.

We Further Certify, That we have made an examination since the 9 o'clock A.M. day of May 1899 of the following records, to wit: The Deed, Mortgage and Miscellaneous Records, and the Deed and Mortgage Entry Books in the Recorder's Office, the Tax Duplicates in the Treasurer's Office, the Tax Sale Registers in the Auditor's Office, the Execution Docket in the Sheriff's Office, and the Entry Docket, the Lis Pendens Records and the Judgment Dockets in the Clerk's Office, and that there are no pending suits nor liens against said premises not shown in said continuation.



Dated at Danville, Ind., the 12th day of May 1923

Taylor & Taylor  
By: C. Taylor, Abstracters

### CONTINUATION NO. 2

We Hereby Certify, That the foregoing continuation of the abstract hereto attached, since the 12 day of May at 9:00 A. M. 1923, is a correct exhibit of every instrument or writing conveying or affecting the title of ETTA McCoun to the lands described in the caption of this continuation upon the records of Hendricks County, State of Indiana.

We Hereby Certify, That we have made an examination since the 12 day of May 1923 of the following records, to wit: The Deed, Mortgage and Miscellaneous Records, and the Deed and Mortgage Entry Books in the Recorder's Office, the Tax Duplicates in the Treasurer's Office, the Tax Sale Registers in the Auditor's Office, the Execution Docket in the Sheriff's Office, and the Entry Docket, the Lis Pendens Records and the Judgment Dockets in the Clerk's Office, and that there are no pending suits nor liens against said premises not shown in said continuation.

Dated at Danville, Ind., the 8 day of Oct. at 8:00 A. M. 1945

TAYLOR AND TAYLOR, Abstracters

By: Gaufred Taylor

### CONTINUATION NO. 3

We Hereby Certify, That the foregoing continuation of the abstract hereto attached, since the ..... day of ..... I ..... is a correct exhibit of every instrument or writing conveying or affecting the title of ..... to the lands described in the caption of this continuation upon the records of Hendricks County, State of Indiana.

We Further Certify, That we have made an examination since the ..... day of ..... I ..... of the following records, to wit: The Deed, Mortgage and Miscellaneous Records, and the Deed and Mortgage Entry Books in the Recorder's Office, the Tax Duplicates in the Treasurer's Office, the Tax Sale Registers in the Auditor's Office, the Execution Docket in the Sheriff's Office, and the Entry Docket, the Lis Pendens Records and the Judgment Dockets in the Clerk's Office, and that there are no pending suits nor liens against said premises not shown in said continuation.

Dated at Danville, Ind., the ..... day of ..... 19.....

Abstracters



# THE ABSTRACT

Having a complete showing all deeds and real estate in Hendricks County, Indiana, from the date of entry from the to the present date, and partitions made and since the organization of with the copy of all thirty years last past, with greater accuracy sible. Employing only having personal supervision we ask for the support continued confidence patrons all over the county to do their work accurately and on the most reasonable

DOWN

JAMES A. DOWNS

No. 19.

A continuation of an abstract of title to the following described real estate in Hendricks County, State of Indiana, to-wit:-

The South half of Lot Numbered 3 in Block 31 in the Original Town of Danville, Indiana;

since 8 o'clock A.M. October 8, 1945 to 7 o'clock A.M. September 18, 1951.

Deed Record 154 page 237-238

Evelyn Switzer

Consideration \$1.00 and other valuable consideration

Evelyn Switzer, unmarried, CONVEY AND WARRANT to Evelyn Switzer the following REAL ESTATE, in Hendricks County, in the State of Indiana, to-wit:-

The South half of Lot Numbered Three (3) in Block Thirty-one (31) in the original town of Danville, Indiana.

The Grantor herein is to pay the taxes for 1945 payable in 1946 and the Grantee herein assumes the taxes due and payable after said date.

(Here follows Citizenship Statement).

Evelyn Switzer

(Seal)

Witness my hand and seal

this 11th day of October, 1945

at Danville, Indiana, before me, John P. Taylor

(Seal)

John P. Taylor

Notary Public

Revenue Stamps affixed & cancelled \$1.75.

Harvey Bundy

Marriage License

No. 21 to

Marriage License 19 page 200

Evelyn Switzer

Hendricks County Records

Marriage License issued August 17, 1948 by the Clerk of the Hendricks Circuit Court, and return on certificate shows marriage solemnized on August 18, 1948 by John Paul Jones, Minister.



TOWN OF DANVILLE, Indiana:  
The South half of lot numbered 3 in Block 31 in the original  
last estate in Hendricks County, State of Indiana, to-wit:-  
A continuation of an abstract of title to the following described

No. 19

Etta McCoun, unmarried,

No. 20 to

Evelyn Switzer

Warranty Deed

Dated October 11, 1945

Recorded October 16, 1945 03-504

Deed Record 154 page 237-238

Consideration \$1.00 and other  
valuable consideration

Etta McCoun, unmarried, CONVEY AND WARRANT to Evelyn Switzer  
the following REAL ESTATE, in Hendricks County, in the State of Indiana,  
to-wit:-

The South half of Lot Numbered Three (3) in Block Thirtyone (31)  
in the original town of Danville, Indiana.

The Grantor herein is to pay the taxes for 1945 payable in 1946  
and the Grantee herein assumes the taxes due and payable after said  
date.

(Here follows Citizenship Statement).

Etta McCoun

(Seal)

STATE OF INDIANA,  
Hendricks County, ss:

Acknowledged October 11, 1945 by Etta McCoun, unmarried, before,

(SEAL)

John D. Taylor  
Notary Public

Revenue Stamps affixed & cancelled \$2.75.

Harvey Bundy

No. 21 to

Evelyn Switzer

Marriage License

Marriage Record 19 page 200

Hendricks County Records

Marriage License issued August 17, 1946 by the Clerk of  
the Hendricks Circuit Court, and return on certificate shows marriage  
solemnized on August 18, 1946 by John Paul Jones, Minister.

Danville, Ind. Feb. 6, 1951  
This Mortgage has been fully paid and satisfied and the same is  
hereby released.

Attest: Feb. 6, 1951 at 11:00 A.M.

Maude R. Kyparow, R.H.C.

Margaret Harty

Marriage Record 116 page 345

Hendricks County Records



Evelyn Switzer Bundy and  
 Switzer, her husband,  
 No. 22 to

Dorothy Draper

Mortgages, the caption real estate.  
 To secure the payment of a certain promissory note bearing even  
 date herewith payable 5 years after date.

RELEASE OF ABOVE MORTGAGE

This Mortgage has been fully paid and satisfied and the same is  
 hereby released.

Dorothy Draper

attest: Oct. 10, 1946 at 10:20 A.M.  
 Ernestine Blair, R.H.C.

Marginal Entry  
 Mortgage Record 114 page 504  
 Hendricks County Records

Mortgage

Mortgage

Dated October 12, 1945

Recorded October 16, 1945

Mortgage Record 114 page 503-504

Amount \$- - -

Evelyn Switzer Bundy & Harvey

Bundy, her husband,

No. 23 to

Dorothy Draper

Mortgages, the caption real estate.  
 To secure the payment of a certain promissory note bearing even  
 date herewith for the principal sum of \$2000.00 payable five years after  
 date.

RELEASE OF ABOVE MORTGAGE

This Mortgage has been fully paid and satisfied and the same is  
 hereby released.

Dorothy Draper

Attest: Feb. 6, 1951 at 11:00 A.M.  
 Maude E. Rynerson, R.H.C.

Marginal Entry  
 Mortgage Record 116 page 345  
 Hendricks County Records

Mortgage

Dated October 5, 1946

Recorded October 10, 1946

Mortgage Record 116 page 345

Amount \$2000.00



Evelyn Switzer Bundy and  
husband,

No. 24

to

Dorothy Draper and/or  
L.  
Robert Draper

Mortgage

Dated February 5, 1951

Recorded February 6, 1951

Mortgage Record 126 page 493

Amount \$2000.00

Evelyn Switzer Bundy and Harvey Bundy, her husband,  
MORTGAGE AND WARRANT to Dorothy Draper and/or Robert L. Draper, the  
following REAL ESTATE, in Hendricks County in the State of Indiana,  
to-wit:-

The South half of Lot Numbered 3 in Block 31 in the original  
town of Danville, Indiana.

To secure the payment, when due, of one certain promissory note  
of even date herewith calling for the principal sum of \$2,000.00 bear-  
ing interest at the rate as therein specified, signed by the mortgagors  
herein and due and payable to the mortgagees herein five years after  
date. Mortgagors agree to reduce the principal of said note at the  
rate of \$30.00 per month.

&c - - -

May Installment - \$12.74 - 1951

Nov. " - \$12.74 - 1951

Evelyn Switzer Bundy (Seal)  
Harvey Bundy (Seal)

State of Indiana,  
HENDRICKS County, ss:

Acknowledged February 5, 1951 by Evelyn Switzer Bundy and  
Harvey Bundy, her husband, before,

(SEAL)

John D. Taylor  
Notary Public

For municipal assessments, if any, see records of corporation  
of Danville.



NO. 25  
Dated September 12, 1951  
Hendricks County, Indiana

NO. 26  
Dated September 12, 1951  
Hendricks County, Indiana

Order No. 429

## CERTIFICATE

Danville

County of Hendricks

Indiana, September 12, 1951, at 7 A.M.

No. 25

Taxes for the year 1949 and prior years are paid.

No. 26

Taxes for the year 1950 payable in 1951 on caption real estate in corporation of Danville in the name of Evelyn Switzer as shown by the Tax Records in the Treasurer's Office:

Key No. 29-8:

S Pt Lot 3 Block 31 Orig. Town--Val. Land--	\$ 370.00
" Bldg. --	\$ 770.00
Total Val. --	\$1140.00
Exemption --	\$ 570.00
Net Val. --	\$ 570.00

The undersigned hereby CERTIFIES that there are no unpaid taxes of the United States courts filed in the office of the Clerk of said County, Indiana, for the year 1951, and that there is no unpaid internal revenue tax on real estate prior to the date of this certificate.

May Installment--\$12.74--Paid.  
Nov. " --\$12.74.

No. 27

Taxes for the year 1951 payable in 1952 are a lien but are not computed at this date.

No. 28

For municipal assessments, if any, see records of corporation of Danville.

*Vernon Nicholson*

7 o'clock A.M. September 18, 1951



Order No. 429

## CERTIFICATE

Danville

County of Hendricks

Indiana September 12 19 51 - 7 A.M.

Prepared for: Evelyn Switzer Bundy

SEARCH FOR  
FEDERAL JUDGMENTS, PENDING BANKRUPTCIES, INTERNAL  
REVENUE TAX LIENS

in the

UNITED STATES DISTRICT COURTS OF INDIANA

SOUTHERN DISTRICT

NORTHERN DISTRICT

Indianapolis Division

South Bend Division

Terre Haute Division

Hammond Division

Evansville

Fort Wayne Division

New Albany Division

The undersigned hereby CERTIFIES that there are no transcripts of judgments of the United States courts filed in the office of the Clerk of the Circuit Court of said County; that there is no notice of lien for unpaid internal revenue taxes or notice of income tax lien constituting a lien on real estate prior to March 4, 1925, the date of the Indiana Recording Act; and that there is no notice of lien filed in the Federal Tax Lien Index in the Office of the Recorder of said County; and that there are not now pending upon the records of any of the seven divisions of the Federal courts above named, voluntary bankruptcy proceedings by or involuntary bankruptcy proceedings against any of the following named persons, except as hereinafter set out:

Examination made against the parties named below, the search being made and limited according to the names exactly as set forth herein and not otherwise:

Etta McCoun  
Evelyn Switzer  
Evelyn Switzer Bundy

The Abstract and Title  
Guaranty Company of Danville, Inc.

By Vernon Nichols Pres.



RECEIVED JUNE 11 1951  
FEDERAL INDUSTRIES' LENDING GUARANTY CO. INCORPORATED  
SEARCH FOR  
County of Hendricks  
Indiana September 13 1951 - 1 P.M.  
DRAFTING

CERTIFICATE

THE ABSTRACT & TITLE GUARANTY CO.

THIS CERTIFICATE WITNESSETH, That the undersigned Company, in consideration of the payment of its fee therefor, and subject to the exceptions hereinafter specified, does hereby certify for the use and benefit of any owner of the real estate described in the caption hereto, his mortgagees, trustees, vendees and assigns, that the foregoing, consisting of 5 sheets with 10 instruments thereon numbered consecutively, is a complete and correct abstract of all instruments, entries and proceedings, as entered or filed of record, in Hendricks County, Indiana, during the period of time hereinafter specified, affecting the real estate set forth in the caption hereto.

That all instruments, entries and proceedings, transferring or otherwise affecting the ownership of said real estate, or any part thereof, or any interest therein, have been included.

That there are no instruments, entries or proceedings, which are liens against said real estate, except those shown; that the status of such liens is correctly set forth, including any assignments thereof; that (in case this Certificate be made to the continuation of an abstract) all changes in the status of liens, shown as such on this abstract prior to this continuation thereof, have been correctly noted or shown.

It is further certified that SPECIAL SEARCHES have been made in the office of the RECORDER OF HENDRICKS COUNTY for deeds, affidavits, unsatisfied mortgages, Mechanic's Liens, Federal Tax Liens, Old Age Assistance Liens and Miscellaneous instruments affecting the title; in the office of the AUDITOR search made in the Tax Sales Register for unsatisfied or unredeemed tax sales; in the office of the TREASURER search made in the current Tax Duplicates for unpaid taxes, and the Assessment Duplicates for unpaid Ditch assessments; in the office of the CLERK of said County, search made in the Lis Pendens Record of complaint and attachments, the Will Records, Estate and Guardianship Dockets, and the general Judgment Dockets of the Hendricks Circuit Court, of the Probate and Criminal Court, including Replevin Bail and Recognizance Bonds, as said records and dockets are now indexed.

This Certificate includes only matters entered or filed of record during said period, except in case of judgments. Certificate includes all judgments, not satisfied of record, entered on the Judgment Dockets of the Circuit Court of said County, at any time during the ten years last preceding the date of this Certificate, against all owners of the said real estate whose names are shown by the records as holding title at any time during the period covered by this Certificate, under the names by which said owners acquired title. Other liens, including special assessments, which appeared of record prior to said period, are not included, even though existing during said period; said real estate is herein certified to as subject to existing public roads or highways and to regulations by any governmental agency limiting the use thereof. Taxes on personal property, adoption proceedings, conditional sales transfers of the title to chattels and such as may have become fixtures are not included. Pending suits are not included unless the said real estate is the subject matter thereof, or a Lis Pendens notice has been filed describing said real estate.

From the searches above enumerated, we find no further conveyances nor unsatisfied encumbrances, as indexed or entered up, within the period herein certified affecting the title of .....

Evelyn Switzer Bundy

against the real estate described in the caption hereto except those which may be herein shown.

The period of search covered by this Certificate is from .....  
8 o'clock A.M. October 8, 1945 ..... to  
and including 7 o'clock A.M. September 18, 1951 .....

THE ABSTRACT & TITLE GUARANTY CO.  
By Vernon Nichols, Pres.



that there are no judgments, entries or proceedings, which are liens against said

LOWELL E. SPENCER ET UX

NO. 29. yn Switzer Bundy and  
Harvey Bundy, her husband

A Continuation of an Abstract of Title since 7 o'clock A.M.

September 18, 1951, up to and including 8 o'clock A.M. April 7, 1960  
to the following described Real Estate in Hendricks County, Indiana,  
to-wit:

The South half of Lot Numbered 3 in Block 31 in the Original Town of Danville, Indiana. Numbered Three (3) in Block Thirty-one (31) in the Original Town of Danville, Indiana.



to-wit:  
to the following described Real Estate in Hendricks County, Indiana,  
September 18, 1951, up to and including 8 o'clock A.M. April 1, 1960  
A continuation of an Abstract of Title since 1 o'clock A.M.  
NO. 30  
TOMETT E. SPRINGER EL NX

NO. 31  
Last Will and Testament  
of Edward D. Crawley  
Evelyn Switzer Bundy and  
Harvey Bundy, her husband,  
NO. 30 to  
Edward D. Crawley

Last Will and Testament  
Will Record 10, pages 446-7  
Hendricks County Records  
Warranty Deed  
Dated September 19, 1951  
Recorded September 20, 1951  
Deed Record 163 page 529  
Consideration \$1.00 and other  
valuable consideration

..... Convey and Warranty the following real estate in Hendricks  
County, in the State of Indiana, to-wit:

The South half of Lot Numbered Three (3) in Block Thirty-one (31)  
in the Original Town of Danville, Indiana.

As a part of the above consideration the grantee herein assumes  
and agrees to pay the unpaid balance of a mortgage in the original  
amount of \$2000.00 given to Dorothy Draper and/or Robert L. Draper,  
which mortgage is recorded in Mortgage Record 126 page 493 of the  
Hendricks County Records. *Rel.*

The grantee herein assumes the November installment of 1950 taxes  
payable in 1951 and all taxes payable thereafter assessed against the  
above described real estate.

Evelyn Switzer Bundy, grantor herein, is one and the same person  
as Evelyn Switzer, the grantee in a certain Warranty Deed dated Oct-  
ober 11, 1945, and recorded October 17, 1945, in Deed Record 154 page  
237-238 of the Records of Hendricks County.

(Here follows citizenship statement).

Signed and sealed by

Evelyn Switzer Bundy (seal)  
Harvey Bundy (seal)

Acknowledged September 19, 1951 by Evelyn Switzer Bundy, and  
Harvey Bundy, her husband, before,

Vernon Nichols (seal)  
Notary Public  
Hendricks County, Ind.

Revenue stamps affixed and  
cancelled \$3.85.

Edward D. Crawley  
I, Edward D. Crawley, in our presence was  
at this request witnessed his signature and heard him declare this  
to be his last will and testament.  
IN WITNESS WHEREOF, we have hereunto signed our names in his  
presence and in the presence of each other, this 19th day of December,  
1951.  
.....

John A. Kendall  
Jim B. Davis

(Upon the testimony of Jim B. Davis, one of the subscribing  
witnesses, the above instrument in writing, purporting to be the Last  
Will and Testament of Edward D. Crawley, was duly admitted to probate  
before Judge Walter O. Lewis, on November 9, 1954.)  
(On November 9, 1954, as per entry in Probate Order Book 74, page  
468, the Hendricks Circuit Court duly probated the above last Will and  
Testament of Edward D. Crawley and placed said will of record as such.)



County, in the State of Indiana, to-wit:  
..... County and Mellenburg the following last estate in Hendricks

Edward D. Crawley

NO. 30.

Hendricks County, per purporting,  
Edward D. Crawley and

As trustee consideration  
Consideration \$1.00 and other  
Deed Record 103 page 230  
Recorded September 30, 1951  
Dated September 10, 1951  
Mellenburg Deed

NO. 31

Last Will and Testament  
of Edward D. Crawley

Last Will and Testament  
Will Record 10, pages 446-7  
Hendricks County Records

I, Edward D. Crawley, of Danville, Indiana, being of sound and disposing mind and memory, and realizing the uncertainties of life and certainty of death, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking and all former wills by me heretofore made.

ITEM I.

It is my will that all just debts be paid by said Executors hereafter named as soon after my death as is convenient.

ITEM II.

I hereby will, devise and bequeath to Orville E. Crawley and Maybelle L. Spencer, as Trustees, for my wife Anna E. Crawley all of my property, real, personal and mixed and wheresoever the same may be situated with the exception of my diamond ring which I will, devise and bequeath to Orville E. Crawley. I do hereby expressly direct said Trustees herein named to use as much of the property herein for use and benefit of my wife Anna E. Crawley under and pursuant to orders of the Hendricks Circuit Court. I further expressly authorize said Trustees to continue to operate the Vogue Shop which I now own under order of Court and if it is deemed to the best interest of my said estate and for the care of my wife the said store should be sold, the proceedings thereof to be held in trust during the life time of my said wife. If any of said money should be invested it shall be done only upon order and approval of the court. Said trust to continue during the life time of my wife Anna E. Crawley, and at her death, I hereby will, devise and bequeath one third interest in the stock of good, merchandise and figures in the Vogue Shop to Mae Smith, the same to be hers absolutely and in fee simple.

All the rest of my property, real, personal and mixed, I will, devise and bequeath to Maybelle L. Spencer and Orville Crawley equally, share and share alike. Said trustees herein named are hereby authorized to pay the funeral expenses for my wife out of the assets in said trust at the time of her death.

I hereby nominate and appoint Orville E. Crawley and Maybelle L. Spencer joint executors of this my Last Will and Testament.

IN WITNESS WHEREOF, I have hereunto set my hand and signature this 19th day of December 1952.

Edward D. Crawley

Signed by the above named Edward D. Crawley in our presence who at this request witnessed his signature and heard him declare this to be his Last Will and Testament.

IN WITNESS WHEREOF, we have herunto signed our names in his presence and in the presence of each other, this 19th day of December, 1952.

John A. Kendall  
Jim B. Davis

(Upon the testimony of Jim B. Davis, one of the subscribing witnesses, the above instrument in writing, purporting to be the Last Will and Testament of Edward D. Crawley, was duly admitted to probate before Judge Walter O. Lewis, on November 9, 1954.)

(On November 9, 1954, as per entry in Probate Order Book 74, page 468, the Hendricks Circuit Court duly probated the above last Will and Testament of Edward D. Crawley and placed said will of record as such.)

.....



FILED II.  
perpetrated named as soon after my death as is convenient.  
If it is my will that all that debts be paid by said executor  
FILED I.

my will by me heretofore made.  
to be my last will and testament, hereby revoking any and all former  
will and testamentary dispositions, and hereby make, publish and declare this  
my last will and testament, and hereby give the beneficiaries of  
my estate my heirs and assigns, and my estate, including the residue of said  
I, Edward D. Crawley, of Danville, Indiana, being of sound

of Edward D. Crawley  
last will and testament

Hendricks County Records  
Will Record 10, pages 440-4  
last will and testament

NO. 31

NO. 32

On November 9, 1954, Orville E. Crawley and May-Belle C. Spencer filed their application for Letters of Administration on the estate of Edward D. Crawley, showing therein that said decedent departed this life testate on October 28, 1954 and left a personal estate of the probable value of \$12,000.00, Real Estate of the estimated value of \$18,000.00 and Annual rents, Issues, and Profits of all property of the Estate of the probable value of \$3,000.00 and left surviving him as his sole and only heirs at law, the following:

Anna E. Crawley, age 71, widow, Danville, Indiana  
May-Belle C. Spender, age 51, daughter, 527 Webster Street,  
Mishawaka, Indiana  
Orville E. Crawley, age 46, Son, 315 N. Tennessee Street,  
Danville, Indiana.

Personal Representatives are Orville E. Crawley, 315 No. Tennessee St., Danville, Indiana, and May-Belle C. Spencer, 527 Webster Street, Mishawaka, Indiana. (Named as executors in Will of decedent).

Counsel for Personal Representative is Claud D. Raber, Danville, Indiana.

Appraised Value of Furniture, Household Goods	400.00
Appraised Value of Emblements, Annual Crops	2,340.00
Appraised Value of Mortgages, Bonds, Notes	2,483.00
Appraised Value of all other property	18,281.96
Total Appraised Value of Estate	\$94,129.96

NO. 33

The above and foregoing Personal Representative's Inventory only.  
The Hendricks Circuit Court duly appointed Orville E. Crawley and May-Belle C. Spencer as Executors of the estate of Edward D. Crawley on November 9, 1954 as per entry in Probate Order Book 74, page 468. Bond filed in the amount of \$15,000.00.

.....

NO. 34

On December 11, 1954, Vera M. Hall, Publisher of the Danville Gazette, filed proof of publication of Notice of Administration of the Estate of Edward D. Crawley, showing therein that the same was published for three weeks successively, the first of which publication was on November 18, 1954, and the last on December 9, 1954.

.....

NO. 35

On April 7, 1955, May-Belle C. Spencer and Orville E. Crawley Personal Representatives, viled their Inventory of the Estate of Edward D. Crawley, listing the following described Real Estate, and appraised value.

- A. Part of Lot 3, Block 13, Town of Danville, \$17,500.00
- B. West 35 feet of Lot 5, Block 13, except the ground floor and basement of the portion measuring 17'-7½" X East and West and 62' -11½" North and South on the Southwest portion of said Lot. \$23,500.00



OLAF E. CRAWLEY, see pg. 20, 312 N. Tennessee Street,  
May-Belle C. Spencer, see pg. 21, 251 Market Street,  
Vernon E. CRAWLEY, see pg. 21, 251 Market Street,  
Indians

as per note and only parts of the following:  
the estate of the decedent as of \$3,000.00 and left remaining him  
\$12,000.00 and various lease, interest, and profits of all property of  
the estate as of \$12,000.00, less estate of the decedent as of  
the estate on October 28, 1954 and left a balance of the  
of Edward D. CRAWLEY, showing therein that said decedent bequeathed  
the estate to the executor for the purpose of administration on the estate  
on November 2, 1954, OLAF E. CRAWLEY and May-Belle C. Spencer.

NO. 25

- C. Part of Lot 6, Block 13, beginning 34' West of Southeast corner of said Lot; thence West 19'-4"; thence North 75"-10½"; thence East 19'-4"; thence South to the point of beginning \$19,000.00
- D. Part of Lot 6, Block 13, beginning on East line of said Lot at a point 55'-2½" North of the Southeast corner of said Lot; thence North 20'-8"; thence West 16'; thence South 20' 8"; thence East 16' to the place of beginning 5,000.00
- E. Leasehold on second floor of the South 55' -2½" 16' in width off the Southeast portion of Lot 6, Block 13 1,000.00
- F. South part of Lot 3, Block 31, Town of Danville 4,625.00
- Total \$70,625.00

RECAPITULATION

Appraised Value of Real Property	\$70,625.00
Appraised Value of Furniture, Household Goods	400.00
Appraised Value of Emblements, Annual Crops	2,340.00
Appraised Value of Mortgages, Bonds, Notes	2,483.00
Appraised Value of all other property	18,281.96
Total Appraised Value of Estate	\$94,129.96

The above and foregoing Personal Representative's Inventory duly signed and acknowledged by May-Belle C. Spencer and Orville E. Crawley, Personal Representatives and Edward A. Stevenson and Luther F. Poynter, Appraisers on April 6, 1955.

.....

which said is according to said Decree 127, page 471-4. That said above described real estate is the ground floor and basement of a certain structure at 25 West Main Street, Danville, Indiana; that no disposition was made of the up-stairs above the above described real estate or real estate to the rear thereof, where said decedent formerly operated a wholesale beer establishment.

5. That said decedent and his wife, Anna E. Crawley, by Warranty Deed dated May 4, 1935, transferred the following described real estate, to-wit:



5. That said decedent and his wife, Anna E. Crawley, by Warranty Deed dated May 4, 1935, transferred the following described real estate, to-wit:



MAY-BELLE C. SPENCER  
of the Estate of EDWARD D. CRAWLEY,  
MAY-BELLE C. SPENCER, CO-EXECUTOR

NO. 38.

42

ORVILLE E. CRAWLEY  
CRAWLEY,  
of the Estate of EDWARD D.  
ORVILLE E. CRAWLEY, CO-EXECUTOR

HENDRICKS COUNTY, 22:  
STATE OF INDIANA

OBLIVION POSSESSION OF PROBATE  
DIRECTION TO CO-EXECUTOR TO  
PETITION FOR DIRECTION FOR

FILED: JULY 22, 1922  
Estate No. 1022

WVHCH LEW, 1922  
IN THE HENDRICKS CIRCUIT COURT

A part of Lot No. 6 in Block No. 13 in the Original Town of Danville, described as follows, to-wit:- Beginning at a point 16 feet West of the Southeast corner of said lot and running thence West 18 feet; thence North 75 feet and 10, 1/2 inches to a point 49, 1/2 feet South of the North line of said lot; thence East 18 feet to a point 49, 1/2 feet South of the North line of said lot; thence South 75 feet and 10, 1/2 inches to the place of beginning.

to May-Belle C. Spencer, the defendant herein, which Deed is recorded in Deed Record 143, page 72 of the Hendricks County Recorder's Office. That in said transfer, the defendant, May-Belle C. Spencer assumed and agreed to pay the balance of a certain mortgage on said real estate in the sum of \$7000.00, which mortgage was executed February 13, 1929, and recorded in Mortgage Record No. 87 at page 577-588-579 in the Hendricks County Recorder's Office.

6. That by Warranty Deed dated July 5, 1949, the decedent and his wife transferred to this plaintiff, Orville E. Crawley, the following described real estate, to-wit:-

Twenty (20) feet off of and across the entire North side of Lot No. Four (4) in Block No. Twenty (20) in the Original Town of Danville, Indiana.

which deed is recorded in Deed Record 160, pages 219-20 in the Hendricks County Recorder's Office.

7. That there is still the following tracts of real estate shown by record title to be the assets of said trust, to-wit:

The South half of Lot No. 3 in Block 31 in the original town of Danville, Indiana, as shown in Deed Record 163, page 529, which was received from Evelyn Switzer Bundy and Harvey Bundy on September 19, 1951.

That said Edward D. Crawley Estate is the owner of Lot 6 in Block 13 in the original town of Danville, bounded and described as follows, to-wit:-

Beginning at a point 16 feet West of the South-east corner of said Lot No. 6 and running thence West 37 feet and 4 inches; thence North 75 feet and 10, 1/2 inches to a point 49, 1/2 feet South of the North line of said Lot; thence East 53 feet and 4 inches to a point on the East line of said Lot 49, 1/2 feet South of the North-east corner thereof; thence South 20 feet and 8 inches; thence West 16 feet; thence South 55 feet and 2, 1/2 inches to the place of beginning, all situated in the town of Danville, Hendricks County, State of Indiana.

subject to said purported Deed to May-Belle C. Spencer, as herein referred to; that the said Edward D. Crawley obtained title by 99 year lease on October 9, 1913 from William Selmire, which lease is recorded in Deed Record 113, page 391 in the Hendricks County Recorder's Office, which real estate therein is described as follows, to-wit:

The second story of the two story brick building bounded as follows, Beginning at the South-east corner of Lot No. 6 in Block No. 13 in the original plat of the town of Danville, Hendricks County, State of Indiana, and running thence thence North on the East line of said Lot 6, 55 feet 2, 1/2 inches; thence West 16 feet; thence South 55 feet 2, 1/2 inches to the South line of said Lot 6; thence East 16 feet to the place of beginning. The grantee herein accepts this grant and binds himself, his heirs, and assigns, during the term of this lease to build a roof over the room herein leased and to keep said roof in proper repair at all times so that no damage shall result to the rooms below the room herein leased.



221-228-229, in the Henricksen County Recorder's Office.  
 Bertha J. Judd, and recorded in Wolf's Record No. 82 at page  
 last estate in the sum of \$1000.00, which Wolf's Record was executed  
 assigned and agreed to pay the balance of a certain Wolf's Record on said  
 Office. Just in said transfer, the defendant, May-Belle C. Spencer,  
 ordered in Dec Record 173, page 15 of the Henricksen County Recorder's  
 to May-Belle C. Spencer, the defendant herein, which deed is rec-

8. That in the Deed to May-Belle C. Spencer said decedent purportedly and without consideration transferred a strip of ground 18 feet in width, 75 feet 10 inches long, including the up-stairs space immediately there above, which particular strip of real estate is used as a portion of a restaurant, but that said described real estate does not contain the kitchen or storage room or a part of the space used for catering to the public for eating purposes., which said exceptions are still retained by the estate as well as the east half of the second story, and further as well as the portion of the building on the ground floor occupied by Poynter Insurance Agency and Doctor Orville E. Crawley; that said estate is further the owner of a tract of real estate being 35 feet in width from east to west off of and across the entire west side of Lot No. 5 in Block 13 in the original Town of Danville, subject to a purported transfer of portion thereof to May-Belle C. Spencer, as shown by Deed herein referred to dated August 26, 1940 and that all the remainder thereof is assets of said trust.

9. Said Co-Executor, Orville E. Crawley, did show that after both of Co-Executors entered upon the administration of said estate, they proceeded to collect rents by power of attorney granted therein, which rents become the property of the estate, but that now this Co-Executor is informed and has been told and has knowledge that the other Co-Executor, May-Belle C. Spencer, has given orders to the tenants of certain buildings that further rents are to be paid to her and not to the estate, which such instructions for the payment of rent are contrary to the duties and responsibilities of said May-Belle C. Spencer, as Co-Executor, and does not work or accrue to the best interest of said estate and is in violation of the terms of the Last Will and Testament of Edward C. Crawley. That under such instructions said May-Belle C. Spencer is now claiming real estate as her own for which the estate has paid over the mortgage in the approximate sum of \$7000.00, which is contrary to the wishes and desires of Edward D. Crawley as expressed in his Will.

11. Said Co-Executor would further say that by the purported transfer of real estate to May-Belle C. Spencer dated May 4, 1935, recorded in Deed Record 143, page 72, that such transfer has done irreparable damage to the remaining portion of said real estate in view of the description thereof, which transfer was made for the purpose of permitting the decedent to complete a business transaction and for which there was not any adequate consideration.



decedent's will be found in the original copy of the will of May-Belle C. Spencer, as shown by deed hereto referred to  
predecessor to May-Belle C. Spencer, as shown by deed hereto referred to  
just town of Danville, subject to a duly recorded transfer of portion  
and across the entire east side of lot No. 2 in Block 13 in the orig-  
inal of last estate being 32 feet in width from east corner of  
doctor Orville E. Crawley, that said estate is further the owner of a  
portion on the front floor occupied by himself, insurance agency and  
part of the second story, and further as well as the portion of the  
said exceptions are still retained by the estate as well as the east  
the space used for entering to the house for eating purposes, which  
estate does not contain the kitchen or storage room or a part of  
is used as a portion of a restaurant, and that said described last  
space immediately there spoke, which building is of last estate  
18 feet in width, 22 feet 10 inches long, including the sub-structure  
building and without consideration transferred a part of front  
house in the deed to May-Belle C. Spencer said decedent

12. Said Co-Executor would inform this court that at the present time a lease can be negotiated for the building which May-Belle C. Spencer claims to be the owner of, but without rights, and the other portions thereof for a period of ten years, at a monthly rental and an upkeep provision, which this Co-Executor believes to be to the best interest of said estate that such ~~XXXXXXXX~~ lease be entered into, but that the other Co-Executor has thus far refused to enter into such negotiations, which refusal is a definite loss to the estate and for the upkeep and maintenance of Anna Crawley.

13. Said Co-Executor would further show to the Court that during the process of this administration he has not intervened with the said May-Belle C. Spencer and has endeavored to permit her to do what she thought is best, but that now after the long lapse of time, this estate should be settled and that he brings these matters to the attention of the Court for authority as to how to proceed; and under such petition says that he is an interested person on account of being Co-Executor and an heir; that this Court has jurisdiction of said estate and that May-Belle C. Spencer is exercising control over certain real estate, which real estate is the property of said trust and that she is not conforming to her duties and obligations as Co-Executor and further believes that a diligent effort should be made to get said properties transferred to the Estate of Edward D. Crawley, and said Co-Executor respectfully says that a hearing shall be had to determine the act to proceed.

WHEREFORE, said Co-Executor, Orville E. Crawley, prays that a hearing be had and that if May-Belle C. Spencer refuses to transfer said real estate which she claims to be owner of, back to said trust, that she be directed to resign as Co-Executor; that this Court appoint a special administrator with specific authority and directions to file suit to set aside said deeds herein referred to, and that as soon as they are set aside, Orville E. Crawley says he will immediately and without any order transfer back to the Estate of Edward D. Crawley, any and all real estate which he has held in trust, and for all other proper relief.

Orville E. Crawley

Subscribed and sworn to before me, a Notary Public, this 24 day of April, 1957.

John A. Kendall (seal)  
Notary Public

.....  
(Here follows copy of will, same as shown at No. 31 of Abstract).



SUMMONS &amp; SHERIFF'S RETURN



NO. 36  
110.39



EDWARD D. CRAWLEY, deceased.  
IN THE MATTER OF THE ESTATE OF

NO. 38

HENDRICKS COUNTY, 22:  
STATE OF INDIANA

VERIFICATION  
RELATION TO ABOVE COMMISSION

DATED MARCH 1, 1928  
Estate No. 3822

ADMINISTRATOR, 1928  
IN THE HENDRICKS CIRCUIT COURT

110.27.

### AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of February 1958, by and Between May-Belle C. Spencer and Lowell Spencer, her husband, of St. Joseph County, Indiana, First Parties; Orville E. Crawley and Mingle Crawley, his wife, of Hendricks County, Indiana, Second parties; Mae Smith, of Hendricks County, Indiana, Third Party; and the Danville State Bank, as Guardian of Anna E. Crawley, Fourth Party;

### WITNESSETH:

WHEREAS, Edward D. Crawley died, testate, on October 28, 1954 and thereafter on November 9, 1954, May-Belle C. Spencer and Orville E. Crawley were appointed and qualified as Co-Executors of his estate; and

WHEREAS, the Will of said Edward D. Crawley was duly admitted to probate and a copy of the same is marked "Exhibit A", attached hereto, and made a part of this Agreement; and

WHEREAS, Prior to the death of Edward D. Crawley and on August 26, 1940, the decedent and his wife, Anna E. Crawley, transferred by Warranty deed to May-Belle C. Spencer, the following described real estate, to-wit:

A part of Lot 5 in Block 13 in the original town of Danville, Indiana, bounded and described as follows, to-wit: The Ground Floor Room and basement thereunder located on the South end and West side of said Lot 5, Block 13, said Ground Floor Room being 62 feet and 11-1/2 inches North and South, 17 feet and 7-1/2 inches East and West and 11 feet and 6 inches in height, together with the real estate on which said room is situated and all appurtenances thereto belonging.

which deed is recorded in Deed Record 147, pages 493-4; and said decedent and his wife, by warranty deed, dated May 4, 1935, transferred the following described real estate to May-Belle C. Spencer:

A part of Lot No. 6 in Block No. 13 in the Original Town of Danville, described as follows, to-wit:- Beginning at a point 16 feet West of the Southeast corner of said lot and running thence West 18 feet; thence North 75 feet and 10-1/2 inches to a point 49-1/2 feet South of the North line of said Lot; thence East 18 feet to a point 49-1/2 feet South of the North line of said lot; thence South 75 feet and 10-1/2 inches to the place of beginning.

which deed is recorded in Deed Record 143, page 72 of the Hendricks County Recorder's Office; and

WHEREAS, by Warranty Deed Dated July 5, 1949, said decedent and his wife transferred to Orville E. Crawley the following described real estate, to-wit:-

Twenty (20) feet off of and across the entire North side of Lot No. Four (4) in Block No. Twenty (20) in the Original Town of Danville, Indiana.

which deed is recorded in Deed Record 160, pages 219-220 in the Hendricks County Recorder's Office; and

WHEREAS, the decedent died the owner of record of the following tracts of real estate, to-wit:

A part of Lot 3 in Block 13 in the original town of Danville, Indiana, bounded as follows; Beginning 2-1/2 feet West of the South West corner of Lot 4 in said Block and running thence West 19-1/2 feet; thence North to the alley; thence East along the alley 19-1/2 feet; thence South to the place of beginning, and



AND WHEREAS, the WILL of said Edward D. Crawley as co-executor of the estate of  
E. Crawley was submitted and admitted as co-executor of the estate of  
said decedent on November 8, 1927, May-Belle C. Spencer and Olaf E.  
Mehrens, equal D. Crawley and wife, as co-executors, on October 28, 1927

### WITNESSETH:

That the Danville State Bank, as executor of the will of E. Crawley, hereby  
second parties: the wife of Hendricks County, Indiana, and  
Crawley and wife, the wife of Hendricks County, Indiana,  
husband, of St. Joseph County, Indiana, and wife, Olaf E.  
1928, by and between May-Belle C. Spencer and Homer Spencer, per  
THIS AGREEMENT, made and entered into this 1st day of February

Beginning at a point 16 feet West of the Southeast corner of  
said Lot No. 6 and running thence West 37 feet and 4 inches; thence  
North 75 feet and 10-1/2 inches to a point 49 1/2 feet South of the  
North North line of said Lot; thence East 53 feet and 4 inches to  
a point on the East line of said Lot 49 1/2 feet South of the North-  
east corner thereof; thence South 20 feet and 8 inches; thence West  
16 feet; thence South 55 feet and 2-1/2 inches to the place of begin-  
ning, all situated in the Town of Danville, Hendricks County, Indiana.

less and excepting therefrom the real estate above-described and  
deeded to May-Belle C. Spencer on May 4, 1935.

Said Decedent was also a lessee of a ninety-nine (99) year lease,  
dated October 9, 1913, from William Selmir, which lease is recorded  
in Deed Record 113, page 391 in the Hendricks County Recorder's  
Office to the following described real estate:

The second story of the two-story brick building bounded as  
follows, Beginning at the south-east corner of Lot No. 6 in Block No.  
13 in the original plat of the town of Danville, Hendricks County, State of  
Indiana, and running thence North on the East line of said Lot 6  
55 feet 2 1/2 inches; thence West 16 feet; thence South 55 feet 2 1/2  
inches to the South line of Lot 6; thence East 16 feet to the place  
of beginning. The grantee herein accepts this grant and binds him-  
self, his heirs and assigns during the term of this lease to build  
a roof over the room herein leased and to keep said roof in proper  
repair at all times so that no damage shall result to the rooms below  
the room herein leased,  
and

35 feet in width from East to West off of and across the entire  
west side of Lot 5 in Block 13 in the original town of Danville, Ind-  
iana, except that deeded to May-Belle C. Spencer on August 26, 1940;  
and

WHEREAS, said Orville E. Crawley has filed a Petition in the  
estate questioning the title conveyed to May-Belle C. Spencer by the  
deeds above referred to, and a controversy exists between them con-  
cerning this matter and other matters in connection with the estate  
of the decedent and their respective rights and interests arising over  
said will of said Edward D. Crawley and there is ambiguity in the  
bequest to Mae Smith, and it is the desire of the parties hereto to  
fully and finally settle and compromise all of said matters; and

WHEREAS, it is the desire to eliminate the testamentary trust  
provided in Item II of said Will and in lieu thereof place the rights  
and duties of said Trustees in the Danville State Bank, as Guardian  
of Anna E. Crawley, wife of decedent and in so doing to save and pre-  
serve all of the rights of said Anna E. Crawley, as lifetime benefic-  
iary of said trust, except that the administration thereof will be by  
said Guardian acting in lieu of the testamentary provision of the  
Last Will and Testament of Edward D. Crawley, deceased, and to also  
more clearly set forth and spell out the rights and duties thereunder.

IT IS THEREFORE NOW AGREED AS FOLLOWS:

1. First parties will execute to Orville E. Crawley, a warranty  
deed conveying all of their right, title, and interest in and to the  
following described real estate:

A part of Lot 6 in Block 13 in the original town of Danville,  
bounded and described as follows, to-wit: Beginning at a point 16 feet  
West of the South-east corner of said Lot No. 6 and running thence West  
37 feet and 4 inches; thence North 75 feet and 10 1/2 inches to a point  
49 1/2 feet south of the North line of said Lot; thence East 53 feet  
and 4 inches to a point on the East line of said Lot 49 1/2 feet South  
of the North-east corner thereof; thence South 20 feet and 8 inches;  
thence West 16 feet; thence South 55 feet and 2 1/2 inches to the  
place of beginning, all situate in the Town of Danville, Hendricks  
County, State of Indiana;



Office to the following described land estate:  
in Deed Record 113, page 381 in the Hendricks County Recorder's  
dated October 9, 1913, from William Selmore, which lease is recorded  
said decedent was also a lessee of a ninety-nine (99) year lease  
granted to May-Belle C. Spencer on May 1, 1932.  
less and excepting therefrom the last estate above-described and

more, all situated in the Town of Danville, Hendricks County, Indiana.  
To wit: thence south 22 feet and 5-1/2 inches to the base of right-  
east corner thereof; thence south 30 feet and 8 inches; thence west  
a point on the east line of said lot to the 1/2 inch line of the north-  
west corner line of said lot; thence east 23 feet and 7 inches to  
north 22 feet and 10-1/2 inches to a point to the 1/2 inch line of the  
said lot No. 9 and running thence west 31 feet and 7 inches; thence  
beginning at a point to the west of the southeast corner of

which real estate was transferred to Edward D. Crawley on or about  
September 1, 1913, which deed is recorded in Deed Record 113, page  
291 of the Hendricks County Recorder's Office. It is the intention  
M.C.S. of the First Party to transfer to the Second Party all her interest  
in said above described property.

First Parties will also execute to Orville E. Crawley a transfer  
and assignment of all their right, title and interest in and to said  
99 year lease, dated October 9, 1913, from William Selmore to Edward  
D. Crawley, which is described on Page hereof.

2. Second parties will execute to May-Belle C. Spencer a warr-  
anty deed conveying all of their right, title and interest in and to  
the following described real estate:

Twenty (20) feet off of and across the entire North side of Lot  
No. Four (4) in Block No. Twenty (20) in the Original Town of Danville,  
Indiana.

A part of Lot 3 in Block 12 in the original town of Danville,  
bounded as follows: Beginning 2 1/2 feet West of the southwest  
corner of Lot 4 in said Block and running thence West 19 1/2 feet;  
thence north to the alley; thence East along the alley 19 1/2 feet;  
thence south to the place of beginning.

35 feet in width from East to West off of and across the entire  
West side of Lot Number 5 in Block Number 13 in the original Town  
of Danville, which real estate was transferred to Edward D. Crawley  
January 18, 1910 by Clara S. O'Brien and William M. O'Brien, husband  
and wife.

(Said parties agree and warrant that if the above descriptions  
be not correct, that in the conveyances to be made that such convey-  
ances shall be made conveying the legal descriptions which are found  
to be correct by said parties and counsel.)

3. All of said above deeds shall be subject to the life estate  
of Anna E. Crawley, regardless of whether the title thereto was in the  
name of Edward D. Crawley at his death, or in the name of any other  
party hereto.

4. The business known as the Vogue Shop, consisting of the  
inventory thereof, including merchandise, fixtures, and equipment is to  
be sold by the Co-Executors in said estate in the best method, and for  
the best price obtainable. All debts and bills growing out of the  
operation of said Vogue Shop during the administration of the estate  
are to be paid from the proceeds of the said sale, including any other  
costs of operation and the making of said sale. One-third of the net  
proceeds of said sale shall be turned over and delivered to the Danville  
State Bank, as Guardian of Anna E. Crawley, and shall be invested by  
said Guardian and the income therefrom shall be a part of the assets  
of said Guardianship. The principal thereof shall be kept separately  
and upon the death of Anna E. Crawley, shall be turned over and de-  
livered to Mae Smith, as in full of her interest under the Will of said  
Edward D. Crawley and all rights in or against the estate of Edward  
D. Crawley or the Guardian of Anna E. Crawley.

The other two thirds of the net proceeds from said sale shall  
become a part of the assets of the estate of Edward D. Crawley.

5. May-Belle C. Spencer has since the death of the decedent  
received certain rents from the property deeded by decedent to her  
during his lifetime, and has personally paid certain taxes upon said  
real estate. Said rents have been kept separate in an escrow account  
and are now in the amount of \$1,465.00 as of this date. From this  
amount said May-Belle C. Spencer is to be reimbursed for the amount  
of taxes paid by her since the death of decedent in the amount of  
\$517.56, and the balance of said funds are to be turned over to the  
Estate of Edward D. Crawley and constitute assets thereof.



ingress.  
No. 1001 (7) in Block No. 1001 (30) in the original town of Danville,  
1001 (30) feet off of and across the entire north side of lot  
the following described land estate:  
said deed conveying all of their right, title and interest in and to  
5. Second parties will execute to May-Belle C. Spencer & Will-  
D. Clamtel, which is described on page 1001.  
do last lease, dated October 8, 1913, from William Seimite to Edward  
and assignment of all their right, title and interest in and to said  
land estate will also execute to Orville E. Clamtel & transfer  
in said deed described property.  
M.C.S. of the first party to transfer to the second party all her interest  
and of the Hendricks County Recorder's Office. It is the intention  
September 1, 1913, which deed is recorded in deed record 113, page  
which last estate was transferred to Edward D. Clamtel on or about

6. All other assets of said estate not mentioned in this Agreement, shall be and remain assets of said estate, and be disposed of as hereinafter provided.

7. Said estate shall be closed and terminated as rapidly and as expeditiously as may be done. Upon the payment of any debts, obligations, administration expenses, and taxes, the rest and remainder of said estate shall be distributed, turned over, and delivered to the Danville State Bank as Guardian of Anna E. Crawley, to be administered in accordance with the provisions of the testamentary trust provided in the Will of said decedent, Edward D. Crawley. It is further agreed that no fees for the Co-Executors shall be paid for services in said estate.

8. The Danville State Bank, acting as Guardian as herein provided shall have a life estate in the rest and remainder of said estate, and shall also have a life estate in all of the real estate hereinabove described and referred to, and shall manage the same with the rights, powers, and duties of a life tenant for the benefit of said Anna E. Crawley, as life tenant, and Orville E. Crawley and May-Belle C. Spencer as the owner thereof, subject to said life estate and interest. It shall collect all rents from the real estate hereinabove described and for that purpose shall act for Orville E. Crawley and May-Belle C. Spencer as Trustees under Item I, of the decedent's Will. All repairs maintenance, taxes, insurance and other expenses which under the Federal Income Tax law would be regarded as expensable and deductible items shall be paid by said Bank from the rent collected. Should any improvements be made upon any of said real estate of a nature of which, under the Federal Income Tax laws, would be required to be capitalized and depreciated as a capital asset, the same shall be paid by said Guardian to the extent that the improvement cost of improvements made on the respective parcels of real estate owned respectively by Orville E. Crawley and May-Belle C. Spencer shall be equal. Should capital improvements be made upon the parcel of real estate owned by either said Orville E. Crawley or May-Belle C. Spencer in excess of such capital improvements made upon property owned by the other, such excess shall be paid by the owner of such property; provided, however, that said Bank shall make no capital improvements where such an excess amount is required to be paid by one of said persons without their consent in writing. This provision shall in no way prevent either said Orville E. Crawley or May-Belle C. Spencer from on their own initiative making capital improvements on property owned by them and personally paying therefor. Any net remainder in the assets of said Guardian's account on the death of Anna E. Crawley shall be distributed to May-Belle C. Spencer and Orville E. Crawley, share and share alike.

9. The rest and remainder of the estate which is distributed and turned over to the Guardian as herein provided for shall constitute capital assets to be administered upon pursuant to and in accordance with Paragraph 8 of this agreement, with the income therefrom to be used for the maintenance, support and well being of Anna E. Crawley. Should said income not be sufficient for the care and maintenance of the said Anna E. Crawley during her lifetime and including the expenses of her last illness, funeral expenses, and burial that May-Belle C. Spencer and Orville E. Crawley will advance sufficient funds therefore in equal proportion for such upkeep. On failure of either to do so, the Danville State Bank as Guardian of Anna E. Crawley is hereby authorized to advance such person's share and shall have a lien for said amount so advanced on the real estate of said party to secure the same, together with interest thereon from date of said advancement until reimbursement.

10. It is further agreed that the following expenses shall be incurred by the Co-Executors of said Estate, and be considered as administration expenses or costs of operating the estate



8. The Danville State Bank, acting as Guardian as herein provided in said estate.  
9. The Co-Executors shall be paid for services rendered for no fees for the Co-Executors shall be paid for services rendered in the Will of said decedent, Edward D. Crawley. If it is further ordered in accordance with the provisions of the testamentary trust the Danville State Bank as Guardian of Anna E. Crawley, to be equitably of said estate shall be reimbursed, paid over, and delivered to the Co-Executors, administration expenses, and taxes, the less and remain- as expeditiously as may be done. Upon the payment of said debts, said estate shall be closed and terminated as aforesaid and of as hereinbefore provided.  
10. All other assets of said estate not mentioned in this

The expense of installing heating controls in the Wellman Building at an estimated cost of approximately \$60.00.

Repairs to air valves and radiator valves in the Okay Restaurant Building, at an estimated cost of \$100.00.

The following expenditures and expenses shall also be made and incurred by said Co-Executors.

(a) A new boiler shall be installed in the Tavern Building on Main Street at an estimated cost of \$1200.00.

(b) Any new or additional heating equipment which it may be required to have installed in the Vogue Shop Building in order to obtain a tenant therefor, at any estimated cost of \$600.00 to \$700.00.

(c) Repair and restoration of the apartment in the restaurant building to the extent necessary to make the same available for renting.

The combined expense of (a) and (b) above shall be compared with the expense of (c). Should the expense of (a) and (b) exceed that of (c), the difference shall be paid by May-Belle C. Spencer. Should the expense of (c) exceed that of (a) and (b), the excess of such expense shall be paid by Orville C. Crawley.

11. In the making of any capital improvement, the persons holding title to the real estate in question shall be given preference of decision as to the nature of the improvement, to whom the contract shall be given, and other matters relating thereto. This shall also apply to repairs and maintenance expense which are more than ordinary day-by-day operating expenses.

12. Both Orville E. Crawley and May-Belle C. Spencer shall be entitled to be furnished information at reasonable hours and times relative to the assets, receipts, and expenditures of said Guardianship. All papers, petitions, and proceedings shall by said Guardian be furnished to each of them prior to their submission to the Court for action, with reasonable time to consider the same.

13. There is located in the second floor apartment of the Vogue Building certain household goods and equipment, part of which is the property of May-Belle C. Spencer, and part of which is the property of the estate, but not of substantial value on sale. All of said household furniture and equipment which belong to the Estate of Edward D. Crawley is to be left in said apartment, ~~said furniture~~ and the apartment rented furnished. If it is not rented furnished, said furniture is to be divided between May-Belle C. Spencer and Orville E. Crawley on a 50-50 basis by agreement. If any agreement cannot be had for division thereof, such furniture shall be sold by the estate if the estate is still pending, or if the estate be closed, then said furniture shall be sold by the Danville State Bank as Guardian of Anna E. Crawley and the proceeds secured therefrom shall become a part of the principal assets in the hands of said Guardian and be administered according to Paragraph 8 of this agreement.

14. Orville E. Crawley has, during the period of the administration, been occupying a portion of the ground floor of the restaurant building as a dental office, without paying rent therefor. It is agreed that he shall owe no rent therefor until the closing of the estate, and that after the estate is closed and commencing with the approval of the final report of the Co-Executors, he shall pay rent therefor to the Guardian, but only in an amount estimated as equalling the cost of maintenance, the pro rata cost of utilities, insurance, taxes, etc., which is agreed to be \$25.00 per month so long as he may desire to occupy the same quarters prior to the death of Anna E. Crawley.

The apartment on the second floor of the Vogue Building has remained vacant during the administration of the estate, except to the extent that it has from time to time been occupied by May-Belle C. Spencer while in Danville. Said May-Belle C. Spencer may continue to occupy said apartment until the approval of the final report in the estate, without charge, or rent. However, upon the approval of the final report in the estate, she shall vacate the same so that it may be available for renting by said Guardian to create income for said Guardianship.



...to the extent necessary to make the same satisfactory for  
putting to the extent necessary to make the same satisfactory for  
(c) Repair and replacement of the apartment in the basement  
opposite a tenant's apartment, at an estimated cost of \$200.00 to \$300.00.  
Admitted to be installed in the Vogue Shop Building in order to  
(d) Any new or additional heating equipment which it may be  
necessary to install at an estimated cost of \$1500.00.  
(e) A new boiler shall be installed in the Vogue Building on  
the following expenditures and expenses shall also be made and  
Building, at an estimated cost of \$100.00.  
Repairs to all pipes and related pipes in the Vogue Building  
at an estimated cost of approximately \$20.00.  
The expense of installing heating controls in the Village Building.

Mae Smith has been occupying the second floor apartment in the building on a part of Lot 5, Block 13, original town of Danville, without rent. She may continue to occupy said apartment without charge or rent until the Vogue Shop is sold as provided in Item 4, at which time said apartment shall be vacated by her in order that the Guardianship may rent the same to procure income for said Guardianship and the use of said Anna E. Crawley, or she will pay a reasonable rental therefor.

15. Should any portion of any of the real estate described herein be leased to a tenant who as a part of the terms of said lease agrees to do anything which under the terms of this agreement would be considered an improvement or capital expense, it is assumed that the incurring of such expense by such tenant is reflected in the amount of rent payable under such lease as rent, and the cost of such improvement or capital expense is to be considered the same as though it were incurred by the estate or Guardianship in the application of the provisions of this Agreement.

16. There is among the assets of said estate a real estate contract wherein the decedent during his lifetime sold the following described real estate to Elmer Malicoat and Alberta Malicoat, on or about January 1, 1954, and which said contract constitutes assets of this estate, on which there is a balance owing of \$3,595.34, to-wit:

The South half (1/2) of Lot No. Three (3) in Block No. Thirty-one (31) in the original town of Danville, Indiana.

It is agreed that said contract may be sold, if need be, to realize funds to pay obligations in order to settle said estate or comply with the expenditures of money to be made under this agreement, and that the principal payment may be used therefore or for the care of Anna E. Crawley. If on the death of Anna E. Crawley said contract has not been sold or used, and there remains a principle balance or other sum due thereon, the same shall be distributed to Orville E. Crawley before the remaining balance is distributed to May-Belle C. Spencer and Orville E. Crawley as herein provided for.

17. May-Belle C. Spencer and Orville E. Crawley have each had counsel representing them in the controversies which have resulted in this agreement. It is agreed that the expense of said respective counsel shall be the separate expense of each, but may be paid from said estate in equal amounts.

18. This agreement is subject to the approval of the Hendricks Circuit Court having jurisdiction of said estate.

IN WITNESS WHEREOF, The parties have hereunto set their hands this

\_\_\_ day of February, 1958.

May-Belle C. Spencer,  
Lowell Spencer, First Parties  
Mae Smith, Third Party

Orville E. Crawley  
Mingle Crawley, Second Parties  
The Danville Stant Bank  
By Hursel C. Disney, Asst. Cashier  
Guardian of Anna E. Crawley,  
Fourth Party.

Examined and approved by me in open court this 1st day of Mch. 1958.  
George W. Hadley, Judge  
Hendricks Circuit Court.

.....



NO. 40.

In the Matter of the Estate of  
Edward D. Crawley, Dec'd.

March 1, 1958

Order Book 77, page 180

Hendricks Probate Records

ENTRY ON PETITION TO APPROVE  
COMPROMISE AGREEMENT

Come now Orville E. Crawley and May-Belle C. Spencer, Co-Executors under the Last Will and Testament of Edward D. Crawley, deceased, and file herein their petition to Approve the Compromise Agreement entered into by and between May-Belle C. Spencer, Lowell Spencer, her husband, First Party; Orville E. Crawley, Mingle Crawley, his wife, Second Party; and Mae Smith, Third Party, and Danville State Bank as Guardian of Anna E. Crawley, Fourth Party.

The Court having seen and examined said Petition, evidence being heard, and the Court having examined the executed Compromise Agreement, a copy of which is marked "Exhibit A" and attached to said Petition of the Co-Executors, and being duly advised in the premises, does now find:

1. That Orville E. Crawley and May-Belle C. Spencer are the duly qualified and acting Co-Executors under the Last Will and Testament of Edward D. Crawley, deceased.
2. That more than six months have elapsed since the date of the first published notice to creditors herein. That all claims filed or coming to the knowledge of said Co-Executors have been paid. That said estate is solvent. That there still remains to be paid state inheritance taxes, but that said Co-Executors have been unable to have the inheritance tax report completed, filed and tax liability determined because of certain controversies that have been in existence.
3. That negotiations have been between the beneficiaries under the will of the decedent and that all parties interested, which have resulted in a compromise agreement being made and entered into in writing by all persons interested under the Will of said decedent, subject to the approval of this Court.
4. That said written compromise agreement is in the best interest of this estate, and has been entered into in good faith, and the same is just and reasonable. All of the parties to said compromise agreement are adults. That said compromise agreement should be in all things approved.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that said Compromise Agreement be and the same is hereby in all things approved.

IT IS FURTHER ORDERED THAT Orville E. Crawley and May-Belle C. Spencer are hereby directed as Co-Executors of said estate and as testamentary trustees under the will of the decedent to proceed in accordance with the terms of said compromise agreement.

IT IS FURTHER ORDERED that all further dispositions of the estate shall be in accordance with the terms of said compromise agreement, and said Co-Executors are ordered and directed to in all things carry out the terms of said compromise agreement.

(On January 16, 1956, the Hendricks Circuit Appointed the Danville State Bank, Guardian of the person and property of Anna E. Crawley, as per entry in Probate Order Book 75, page 494.)



being paid, and the Court having seen and examined said petition, evidence  
the Court having seen and examined said petition, evidence  
State Bank as Guardian of Anna E. Crawley, formerly Belfry  
Jel, his wife, second Belfry, and as Smith, wife Belfry, and Belfry  
Spencer, per marriage, Belfry Belfry, Orville E. Crawley, wife Cram-  
Agreement entered into by and between May-Belle C. Spencer, formerly  
deceased, and the herein special petition to approve the compromise  
Co-Executors under the last Will and Testament of Edward D. Crawley,  
come from Orville E. Crawley and May-Belle C. Spencer,

Edward D. Crawley, Dec'd.  
In the Matter of the Estate of

COMPROMISE AGREEMENT  
ENTERED ON PETITION TO APPROVE  
HENDRICKS Probate Records  
Order Book 22, page 180  
March 1, 1958

NO. 41

STATE OF INDIANA,  
COUNTY OF HENDRICKS, SS:

NO. 41

IN THE HENDRICKS CIRCUIT COURT  
Estate No. 7655

Filed August 14, 1958

In the Matter of the Estate of  
Edward D. Crawley, Deceased.

REPORT OF SALE PURSUANT TO  
COMPROMISE AGREEMENT

Orville E. Crawley and May-Belle C. Spencer show to the Court:

1. That they are Co-Executors of the above entitled estate. That they are also named in the Will of the Decedent as Testamentary Trustees.
2. They would further show to the Court that in their respective capacities as Co-Executors, individually, and as Co-Trustees, they, together with their mother Anna E. Crawley, and Mae Smith, are the sole beneficiaries under the Will of the Decedent. That they constitute all of the persons who are interested under the Will of the Decedent and they are all adults.
3. They would further show to the Court that heretofore they all entered into a compromise agreement as to the construction and effect of said Will, the rights and interests in the Estate of all of said parties, including the interests and rights under the testamentary trust in said Will, and the administration of said estate and said testamentary trust. That said compromise agreement was heretofore, on the 1st day of March, 1958, approved by this Court.
4. That on said 1st day of March, 1958, the Court entered an order, ordering said Orville E. Crawley and May-Belle C. Spencer, as Co-Executors and as Testamentary Trustees, to proceed in accordance with the terms of said Compromise Agreement and to carry out its terms.
5. Item 4 of said Compromise Agreement is as follows:  
"4. The business known as The Vogue Shop, consisting of the inventory thereof, including merchandise, fixtures, and equipment, is to be sold by the Co-Executors in said estate in the best method, and for the best price obtainable. All debts and bills growing out of the operation of said Vogue Shop during the administration of the estate are to be paid from the proceeds of said sale, including any other costs of operation and the making of said sale. One-third of the net proceeds of said sale shall be turned over and delivered to the Danville State Bank, as Guardian and the income therefrom shall be a part of the assets of said Guardian-ship. The principal thereof shall be kept separately, and upon the death of Anna E. Crawley, shall be turned over, and delivered to Mae Smith, as in full of her interest under the Will of said Edward D. Crawley and all rights in or against the estate of Edward D. Crawley, or the Guardian of Anna E. Crawley.

The other two-thirds of the net proceeds from said sale shall become a part of the assets of the estate of Edward D. Crawley."

That ~~xxx~~ following the approval of said Compromise Agreement by this Court, it was agreed between the interested parties that they would continue the operation of the said "The Vogue Shop" or "Crawley's Vogue Shop" and attempt to dispose of as much of the merchandise as could be done at retail or at reduced prices, and to avoid ordering any additional merchandise which could be reasonably avoided, and remain in operation. That since said time said operation did continue. That sales were advertised. That during the last several weeks attempts have been made to sell the remaining inventory. That in order to dispose of the remaining inventory as an asset of the estate and obtain in the estate sufficient funds so that the compromise agreement could be carried out and the estate closed in accordance with said compromise agreement a meeting was held on Saturday, August 9, 1958, between Orville E. Crawley, May-Belle C. Spencer, Mae Smith and others. That at said meeting it was proposed by said May-Belle C. Spencer that she would agree that Orville E. Crawley purchase said inventory, including merchandise, fixtures and equipment,



for the sum of \$5,750.00 cash, and that she take possession on the following Monday, August 11, 1958, or that if he not desire to so purchase for said price, that she and Lowell Spencer, her husband, would pay said amount for said business, known as "The Vogue Shop," and consisting of the inventory thereof, including merchandise, fixtures and equipment, and take possession and start operating personally on said August 11, 1958. That Orville E. Crawley did elect and decide not to buy, but that the same be sold to said May-Belle C. Spencer on said terms. That pursuant thereto the said May-Belle C. Spencer did on said August 11, 1958, take possession thereof and start operation of said business personally. That she and Lowell E. Spencer stands ready to pay said sum of \$5,750.00 in cash to the estate of Edward D. Crawley immediately upon the approval of said sale by this Court, not including bank account.

EDWARD D. CRAWLEY, Decedent.  
IN THE MATTER OF THE ESTATE OF

COMBINATION VOUCHER  
RECORD OF STATE RECORDS IN  
DATED AUGUST 14, 1958

NO. 4  
COURT OF HENDRICKS, 22:  
STATE OF INDIANA

Estate No. 2222  
IN THE HENDRICKS CIRCUIT COURT

6. It was also agreed that a reasonable rent for the premises occupied by said business is \$75.00 a month, and said May-Belle C. Spencer stands ready to execute a lease with the Danville State Bank, as Guardian of Anna E. Crawley, for a term to be agreed upon, or until the death of said Anna E. Crawley, whichever occurs first. Said lease is to provide for a monthly rental of \$75.00 per month, payable in advance and assuming heat bills.

7. It was provided by said Compromise Agreement by Item 16 thereof, as follows:

"16. There is among the assets of said estate a real estate contract wherein the decedent during his lifetime sold the following described real estate to Elmer Malicoat and Alberta Malicoat, on or about January 1, 1954, and which said contract constitutes assets of this estate, on which there is a balance owing of \$3,595.34, to-wit:

"The south half (1/2) of Lot No. Three (3) in Block No. Thirty-one (31) in the original town of Danville, Indiana."

"It is agreed that said contract may be sold, if need be, to realize funds to pay obligations in order to settle said estate or comply with the expenditures of money to be made under this agreement, and that the principal payment may be used therefore or for the care of Anna E. Crawley. If on the death of Anna E. Crawley said contract has not been so sold or used, and there remains a principle balance or other sum due thereon, the same shall be distributed to Orville E. Crawley, before the remaining balance is distributed to May-Belle C. Spencer and Orville E. Crawley as herein provided for."

That it is necessary that said contract be sold to realize funds to pay obligations in order to settle said estate and comply with the expenditures of money to be made under said Compromise Agreement. That prior to said Saturday of August 9, 1958, the best offer which had been received for said contract was at a discount of \$1,000. That on said Saturday said May-Belle C. Spencer, for and on behalf of herself personally and individually, and her husband, Lowell Spencer, agreed to purchase said contract at a discount of 20 percent of the principal balance upon the date of transfer of said contract, which offer it was agreed be accepted. Said payment was to be made in cash at the time of transfer of said contract and the real estate described in said contract, subject to said contract.

WHEREFORE, your Petitioners pray the Court that the sale of the business known as "The Vogue Shop", consisting of the inventory thereof, including merchandise, fixtures, and equipment, to May-Belle C. Spencer and Lowell E. Spencer for the sum of \$5,750.00, to be paid in cash, be approved. That one-third (1/3) of the net proceeds of said sale be ordered and directed to be turned over and delivered to The Danville State Bank, as Guardian of Anna E. Crawley, to be invested by said Guardian and the income therefrom to be a part of the assets of said guardianship.



in case of the estate of Edward D. Crawley, deceased, to be a part of the assets of the estate of Edward D. Crawley, as provided for in said paragraph 4 of said Compromise Agreement. That the other two thirds (2/3) of the net proceeds of said sale be a part of the assets of the estate of Edward D. Crawley, as provided for in said paragraph 4 of said Compromise Agreement.

The principal thereof to be kept separately and upon the death of Anna E. Crawley, said principal amount to be turned over and delivered to Mae Smith, as in full of her interest under the Will of Edward D. Crawley, and all her rights in or against the Estate of Edward D. Crawley, or the Guardian of Anna E. Crawley, in accordance with the terms and provisions of Paragraph 4 of said Compromise Agreement. That the other two thirds (2/3) of the net proceeds of said sale be a part of the assets of the estate of Edward D. Crawley, as provided for in said paragraph 4 of said Compromise Agreement.

That said sale and transfer to said May-Belle C. Spencer and Lowell E. Spencer, of said business/be effective as of 8:00 a.m., August 11, 1958.

That the real estate contract, described in paragraph 16 of said Compromise Agreement, be sold to said May-Belle C. Spencer and her husband, Lowell Spencer, for the amount of the principal balance due upon the contract on the date said sale is consummated, less a discount of 20 percent thereon, said purchase price to be paid in cash and to be used as provided in said paragraph 16 of said Compromise Agreement. That the Co-Executors be authorized to execute a deed of the real estate described in said contract to said May-Belle C. Spencer and her husband Lowell Spencer, subject to said conditional sales contract, and to assign and transfer said conditional sales contract to said May-Belle C. Spencer and her husband, Lowell Spencer, upon the payment of the purchase price therefor as above provided.

IT IS FURTHER ORDERED that the other two thirds of the net proceeds of said sale shall become a part of the assets of the estate of Edward D. Crawley as set forth and provided in said Compromise Agreement. State of Indiana, Hendricks County, ss:

Orville E. Crawley and May-Belle C. Spencer being first duly sworn, upon their oaths say: That they are the Co-Executors of the Estate of Edward D. Crawley, Deceased; that they have read and examined the foregoing Report of Sale, and that the matters and things set out therein are true, to the best of their knowledge and belief.

/s/ Orville E. Crawley  
(Orville E. Crawley)

/s/ (May-Belle C. Spencer)

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 12 day of August, 1958.

John A. Kendall, N.P.

NO. 42.

In the Matter of the Estate of Edward D. Crawley, Deceased

August 14, 1958  
Order Book 77, page 376  
Hendricks Probate Records  
ORDER APPROVING REPORT OF SALE  
PURSUANT TO COMPROMISE AGREEMENT

Comes now Orville E. Crawley and May-Belle C. Spencer, Co-Executors under the Last Will and Testament of Edward D. Crawley, Deceased, and file herein their petition to approve the sale of the business known as "The Vogue Shop," in accordance with the compromise Agreement heretofore entered into, and to approve the sale of the real estate conditional sales contract mentioned and set forth in paragraph 16 of the Compromise Agreement heretofore entered into.

The Court having seen and examined said petition, and being duly advised in the premises, does now find that each of said sales should be in all things approved, and that the prayer of said petition should be granted.



1928. . . . .  
E. Spencer, of said business, be effective as of 8:00 a.m., August 11,  
that said sale and transfer to said May-Belle C. Spencer and Lowell  
Compromise Agreement.  
estate of Edward D. Crawley, as provided for in said compromise of said  
(3/3) of the net proceeds of said sale be a part of the assets of the  
of said estate of said compromise agreement. That the other two-thirds  
guardianship of Anna E. Crawley, in accordance with the terms and provisions  
and all her rights in or against the estate of Edward D. Crawley, of the  
Mae Smith, as in full of her interest under the will of Edward D. Crawley,  
E. Crawley, said business, amount to be paid over and delivered to  
the business thereof to be kept separate and upon the death of Anna

NO. 42  
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the  
business known as "The Vogue Shop", or "Crawley's Vogue Shop," consisting  
of the inventory thereof, including merchandise, fixtures and equipment,  
with the right to continue under the same name as heretofore used, be sold  
as a going business and transferred to Maybelle C. Spencer and Lowell E.  
Spencer, her husband, for the sum of \$5,750.00, to be paid in cash within  
ten days hereof, not including bank account & assuming heat bills. That  
said sale and transfer relate back and be effective as of 8:00 a.m. on  
Monday, August 11, 1958.

IT IS FURTHER ORDERED that said Co-Executors execute such instru-  
ments as may be necessary to transfer the same to said May-Belle C. Spencer  
and Lowell E. Spencer.

IT IS FURTHER ORDERED that said Co-Executors transfer and deliver  
one-third (1/3) of the net proceeds of said sale to the Danville State  
Bank, as Guardian of Anna E. Crawley; and that said Danville State Bank  
invest the same; that the income therefrom shall be a part of the assets  
of said guardianship. That the principal thereof shall be kept separately  
by said Guardian, and upon the death of Anna E. Crawley, said principal  
shall be turned over and delivered to Mae Smith as in full of her interest  
under the will of said Edward D. Crawley, deceased, and in full of all  
her rights in or against the estate of Edward D. Crawley, or the Guardian  
of Anna E. Crawley, all as provided for in the Compromise Agreement  
approved herein by this Court, March 1, 1958.

IT IS FURTHER ORDERED that the other two-thirds (2/3) of the net  
proceeds of said sale shall become a part of the assets of the Estate of  
Edward D. Crawley as set forth and provided in said Compromise Agreement.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED that the  
sale by said Co-Executors of the real estate contract set forth and  
described in paragraph 16 of the Compromise Agreement above referred  
to, to May-Belle C. Spencer and her husband, Lowell Spencer, be and the  
same is hereby in all things approved. That said Co-Executors assign  
and transfer said real estate contract to said May-Belle C. Spencer and  
her husband, Lowell Spencer, and that they execute their Executors'  
Deed of the real estate described in said contract to said May-Belle C.  
Spencer and Lowell Spencer, her husband, subject to said real estate  
conditional sale contract. That said sale be for cash, in the amount of  
the principal amount due upon said contract upon the date of the trans-  
fer of the same to said May-Belle C. Spencer and Lowell Spencer, her  
husband, less a discount of 20 percent of said principal and that said  
amount be paid by said May-Belle C. Spencer and her said husband, Lowell  
Spencer, to said estate in cash, upon the transfer of said contract to  
them and the execution and delivery to them of said Co-Executors' Deed.  
Said proceeds of said sale shall be administered in accordance with said  
Compromise Agreement and particularly paragraph 16 thereof.

. . . . .

NO. 43.

On March 4, 1958, The Danville State Bank, by Fred Shelton, Presi-  
dent (the duly appointed Guardian of Anna E. Crawley, P.O.B. 75, page  
494) filed Petition to Approve Action as stated above, which petition  
was duly approved by the Hendricks Circuit Court on March 4, 1958, as  
per entry in Probate Order Book 77, page 183.

. . . . .



any power of attorney...  
IT IS HEREBY ORDERED that said Co-Executors execute and deliver...  
Monday, August 11, 1958...  
said said...  
for said...  
Spencer, per...  
as a...  
with the...  
of the...  
business known as...  
IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the Court that the...  
the...  
to be kept...

No. 44

On July 1, 1958, as per entry in Probate Order Book 77, page 333, Inheritance and Tax in the Estate of Edward D. Crawley, deceased, was determined.

May-Belle C. Spencer, Dated August 18, 1958  
Co-Executors of the Last Will Recorded August 25, 1958

On September 9, 1958, Orville E. Crawley and May-Belle C. Spencer, Co-Executors, filed their Petition to Amend Order Determining Value of Estate.

The Hendricks Circuit Court, on September 9, 1958, in Probate Order Book 77, page 398, duly amended the Inheritance and Tax above mentioned to read as follows:

Value of Personal Property in the amount of \$12,560.44; Real Property in the amount of \$38,688.33; Deductions in the sum of \$13,650.44 and Inheritance and Tax as follows:

Orville E. Crawley, son	\$11,961.54-Exempt.	\$2,000. 1%	\$99.62
May-Belle Spencer, daughter	11,961.54-Exempt.	2,000. 1%	99.62
Anna E. Crawley, widow	12,441.14-Exempt.	15,000.	None
Mae Smith, sister-in-law	2,324.11-Exempt.	100. 7%	155.68

The above inheritance tax was duly paid on February 8, 1960, as per receipt No. A-152606 in the Hendricks County Treasurer's Office, in the amount of \$542.25. The Estate of Edward D. Crawley, transferred their interest to Joe Rankin.

ABSTRACTER'S NOTE:

The Inheritance Tax Schedule lists the following Real Property:

Hendricks County, Danville Corp. Orig. Town of Danville, Ind. Lot 5, Blk 13
" " " " " " " " " Pt Lt 3, Blk 13
" " " " " " " " " Pt Lt 6, Blk 13
" " " " " " " " " Second Story
" " " " " " " " " Pt Lt 6, Blk 13
" " " " " " " " " S 1/2 Lt 3, Blk 31

.....

Witnessed and approved in open court this 19 day of August, 1958.

George E. Hedley,  
Judge, Hendricks Circuit Court,  
Hendricks County, Indiana.

Revenue Stamps affixed and cancelled \$3.30.



to read as follows:  
BOOK 11, Page 338, which conveyed the interest and tax as mentioned  
the Hendricks Circuit Court, on September 8, 1928, in Block 31 of  
Danville.  
Co-Executors, listed from the original Deed, determining the time of  
on September 8, 1928, ORVILLE E. CRAWLEY and MAY-BELLE C. SPENCER,  
deceased.  
interest and tax in the Estate of EDWARD D. CRAWLEY, deceased, was  
on July 1, 1928, as set forth in Block 31 of Danville, Book 11, Page 338.

NO. 44

NO. 44 RELEASE OF MORTGAGE IN MORT. REC. 126, PAGE 493

Danville, Ind. Dec. 19, 1952

Orville E. Crawley and  
May-Belle C. Spencer,  
Co-Executors of the Last Will  
and Testament of Edward D. Crawley,  
Deceased

Warranty Deed  
Dated August 18, 1958  
Recorded August 25, 1958  
Deed Record 177 page 75  
Consideration \$2750.18

NO. 45

to

Lowell E. Spencer and  
May-Belle C. Spencer, husband  
and wife

..... Convey the following described real estate in Hendricks  
County, in the State of Indiana, to-wit:-

The South half of Lot No. 3 in Block No. 31 in the Original  
Town of Danville, Indiana,

subject to the conditional sales contract of said real estate, dated  
January 1, 1954, under the terms of which Alberta and Elmer F.  
Malicoat were the original purchasers, who, thereafter, pursuant to  
court order entered in the Estate of Edward D. Crawley, transferred  
their interest to Joe Rankin.

Signed and sealed by

Orville E. Crawley (seal)

May-Belle C. Spencer (seal)  
Co-Executors of the Estate  
of Edward D. Crawley,  
deceased.

Acknowledged August 18, 1958 by Orville E. Crawley and May-Belle  
C. Spencer, as Co-Executors of the Estate of Edward D. Crawley,  
deceased, before,

John A. Kendall (seal)  
Notary Public  
Hendricks County, Ind.

Examined and approved in open court this 19 day of August, 1958.

George W. Hadley,  
Judge, Hendricks Circuit Court.  
Hendricks County, Indiana.

Revenue Stamps affixed and cancelled \$3.30.

NO. 50

.....  
No search has been made for municipal assessments, or for any  
ordinances not recorded among the Hendricks County Records; inquiry  
should be made of the Clerk Treas. of Danville, as to such.



NO. 46  
 Deceased  
 and Testament of EDWARD D. CLAWSON  
 Co-Executors of the last WILL  
 MAY-BELLE C. SPENCER  
 OLIVETTE E. CLAWSON and  
 Conatgelapton \$5520.18  
 Deed Record 133 base 32  
 Record of 18' 1028  
 Deed of 18' 1028  
 Mellench Deed

THIS CERTIFICATE WITNESSETH, That the undersigned Company, in con-  
 NO. 46 RELEASE OF MORTGAGE IN MTG. REC. 126, PAGE 493

Danville, Ind. Dec. 19, 1952  
 This Mortgage has been fully paid and satisfied and the same  
 is hereby released.

Attest: Dec. 19, 1952 at 1:20 P.M.  
 Maude E. Rynerson, R.H.C.  
 Marginal Entry  
 Mortgage Record 126, page 493  
 Hendricks County Records

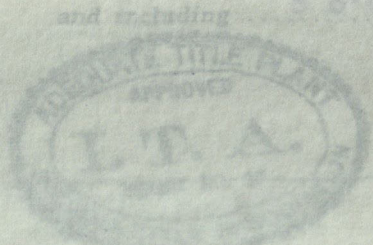
NO. 47  
 Taxes for the year 1958, payable in 1959 and all former years,  
 have been paid in full.

NO. 48  
 Taxes for the year 1959, payable in 1960, assessed in the name  
 of LOWELL E. & MAY-BELLE C. SPENCER, in DANVILLE CORPORATION, Hendricks  
 County, under KEY NO. 2908, as shown by the records in the Treasurer's  
 Office, are as follows:

DESCRIPTION	VAL OF LAND	VAL OF BLDG
S Pt Lot 3-Block 31	\$370.00	\$870.00
Original Town		
May Installment	\$46.13	Unpaid
November Installment	\$46.13	Unpaid

NO. 49  
 Taxes for the year 1960, payable in 1961, are a lien but are not  
 computed at this time.

NO. 50  
 No search has been made for municipal assessments, or for any  
 ordinances not recorded among the Hendricks County Records; inquiry  
 should be made of the Clerk Treas. of Danville, as to such.



A.M.  
 8 o'clock/April 7, 1960



Hendricks County Records  
Mortgage Record 196, Page 103  
Mortgage Book  
Mortgage E. Spencer, B.H.C.  
Affidavit Dec. 10, 1925 at 1:30 P.M.  
is hereby released  
This mortgage has been fully paid and satisfied and the same  
cancelled, Ind. Dec. 10, 1925  
Mortgage T. Plabel  
NO. 40. REFERENCE OF MORTGAGE IN MLC REC. 196, PAGE 103

## THE ABSTRACT & TITLE GUARANTY CO.

THIS CERTIFICATE WITNESSETH, That the undersigned Company, in consideration of the payment of its fee therefor, and subject to the exceptions hereinafter specified, does hereby certify for the use and benefit of any owner of the real estate described in the caption hereto, his mortgagees, trustees, vendees and assigns, that the foregoing, consisting of 25 sheets with 22 instruments thereon numbered consecutively, is a complete and correct abstract of all instruments, entries and proceedings, as entered or filed of record, in Hendricks County, Indiana, during the period of time hereinafter specified, affecting the real estate set forth in the caption hereto.

That all instruments, entries and proceedings, transferring or otherwise affecting the ownership of said real estate, or any part thereof, or any interest therein, have been included.

That there are no instruments, entries or proceedings, which are liens against said real estate, except those shown; that the status of such liens is correctly set forth, including any assignments thereof; that (in case this Certificate be made to the continuation of an abstract) all changes in the status of liens, shown as such on this abstract prior to this continuation thereof, have been correctly noted or shown.

It is further certified that SPECIAL SEARCHES have been made in the office of the RECORDER OF HENDRICKS COUNTY for deeds, affidavits, unsatisfied mortgages, Mechanic's Liens, Federal Tax Liens, Old Age Assistance Liens and Miscellaneous instruments affecting the title, all as entered up and indexed; in the office of the AUDITOR search made in the Tax Sales Register for unsatisfied or unredeemed tax sales; in the office of the TREASURER search made in the current Tax Duplicates for unpaid taxes, and the Assessment Duplicates for unpaid Ditch assessments; in the office of the CLERK of said County, search made in the Lis Pendens Record of complaint and attachments, the Will Records, Estate and Guardianship Dockets, and the general Judgment Dockets of the Hendricks Circuit Court, of the Probate and Criminal Court, including Replevin Bail and Recognizance Bonds, as said records and dockets are now indexed.

This Certificate includes only matters entered or filed of record during said period, except in case of judgments. Certificate includes all judgments, not satisfied of record, entered on the Judgment Dockets of the Circuit Court of said County, at any time during the ten years last preceding the date of this Certificate, against all owners of the said real estate whose names are shown by the records as holding title at any time during the period covered by this Certificate, under the names by which said owners acquired title. Other liens, including special assessments, which appeared of record prior to said period, are not included, even though existing during said period; said real estate is herein certified to as subject to existing public roads or highways and to regulations by any governmental agency limiting the use thereof. Taxes on personal property, adoption proceedings, conditional sales transfers of the title to chattels and such as may have become fixtures are not included. Pending suits are not included unless the said real estate is the subject matter thereof, or a Lis Pendens notice has been filed describing said real estate.

From the searches above enumerated, we find no further conveyance nor unsatisfied encumbrances, as indexed or entered up, within the period herein certified affecting the title of Lowell E. Spencer and May-Belle C. Spencer,  
husband and wife,

against the real estate described in the caption hereto except those which may be herein shown.

The period of search covered by this Certificate is from .....  
7 o'clock A.M. September 18, 1951 ..... to  
and including 8 o'clock A.M. April 7, 1960 .....



THE ABSTRACT & TITLE GUARANTY CO.  
By Herman Conrad Pres.



LOWELL E. SPENCER ET UX

NO. 51.

On September 9, 1958, John A. Randall Filed Petition to Amend Order  
Determining A Continuation of an Abstract of Title since 8 o'clock A.M. April  
7, 1960 up to and including 8 o'clock A.M. April 25, 1963 to the follow-  
ing described real estate in Hendricks County, Indiana, to-wit: Property  
The South half of Lot Numbered 3 in Block 31 in the Original  
Town of Danville, Indiana.

Ray-Belle Spencer, Daughter	\$11,961.54-Exempt.	\$ 2,000.	1%	\$ 99.62
Anna S. Crowley, Widow	.....	2,000.	1%	99.62
mlh	12,461.44-Exempt.	15,000.		None
.....	2,324.11-Exempt.	100.	7%	155.68

The above inheritance tax was duly paid on February 8, 1960,  
as per receipt No. A-152606 in the Hendricks County Treasurer's Office,  
in the amount of \$542.25.

ABSTRACTER'S NOTE:

The Inheritance Tax Schedule lists the following Real property:

Hendricks County, Danville Corp. Orig. Town of Danville, Ind. Lot 5, Blk 13
" " " " " " " " " Pt Lt 3, Blk 13
" " " " " " " " " Pt Lt 3, Blk 13
" " " " " " " " " Second Story
" " " " " " " " " Pt Lt 6, Blk 13
" " " " " " " " " S2 Lt 3, Blk 31

ABSTRACTER'S NOTE:

The amended inheritance tax schedule shows personal  
property valued at \$13,560.44, as per instrument on  
file with the estate papers.



LOAN OF DANVILLE, INDIANA.

The south half of lot numbered 3 in block 31 in the original

the described last estate in Hendricks County, Indiana, to-wit:  
A' 1000 sq. ft. and including 8 o'clock A.M. April 22, 1963 to the follow-  
A continuation of an abstract of title since 8 o'clock A.M. April

NO. 21

ROBERT E. SPENCER EL IX

NO. 52.

On September 9, 1958, John A. Kendall Filed Petition to Amend Order Determining Value of Estate, which was duly approved by the Hendricks Circuit Court on September 9, 1958, as per entry in Probate Order Book 77, page 398, showing Personal Property valued at \$12,560.44 and Real Property valued at \$38,688.33 and Deductions in the amount of \$13,560.44 and inheritance tax as follows:

Orville E. Crawley, Son	\$11,961.54-Exemp.	\$ 2,000.	1%	\$ 99.62
May-Belle Spencer, Daughter	11,961.54-Exemp.	2,000.	1%	99.62
Anna E. Crawley, Widow	12,441.14-Exemp.	15,000.		None
May Smith, Sister-in-law	2,324.11-Exemp.	100.	7%	155.68

The above inheritance tax was duly paid on February 8, 1960, as per receipt No. A-152606 in the Hendricks County Treasurer's Office, in the amount of \$542.25.

ABSTRACTER'S NOTE:

The Inheritance Tax Schedule lists the following Real property:

Hendricks County, Danville Corp. Orig. Town of Danville, Ind.	Lot 5, Blk 13
" " " " " " " "	" Pt Lt 3, Blk 13
" " " " " " " "	" Pt Lt 3, Blk 13
" May Installment " " " " " " " "	" Second Story
" November Installment " " " " " " " "	Pt Lt 6, Blk 13
" " " " " " " " " "	S $\frac{1}{2}$ Lt 3, Blk 31

ABSTRACTER'S NOTE: The amended inheritance tax schedule shows personal property valued at \$13,560.44, as per instrument on file among the estate papers.

Taxes for the year 1963 due and payable in 1964 are a lien not yet computed.

No search has been made for ordinances or municipal assessments not recorded among the Hendricks County Records; inquiry should be made of the Clerk-Treas. of DANVILLE, as to such.

The period of search covered by this Certificate is from

8 o'clock A.M. April 7, 1963

8 o'clock A.M. April 23, 1963

THE ABSTRACT & TITLE GUARANTY CO.

1000 N. 10th St. Danville, Ind. 46122





NO. 25.

NO. 53.

REVENUE TAX LIENS

NO. 54

DESCRIPTION	VAL OF LAND	VAL OF BIDG.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

May Installment	\$55.14	Paid
November Installment	\$55.15	Unpaid

NO. 55.

Taxes for the year 1963 due and payable in 1964 are a lien not yet computed.

• • • • •

NO. 56.

No search has been made for ordinances or municipal assessments not recorded among the Hendricks County Records; inquiry should be made of the Clerk-Treas. of DANVILLE, as to such.

.....

The period of search covered by this Certificate is from





MO:23

## CERTIFICATE

THE ABSTRACT & TITLE GUARANTY CO.

Danville

County of Hendricks Indiana 8AM April 17, 1963

Prepared for:

SEARCH FOR  
FEDERAL JUDGMENTS, PENDING BANKRUPTCIES, INTERNAL  
REVENUE TAX LIENS

in the

UNITED STATES DISTRICT COURTS OF INDIANA

SOUTHERN DISTRICT

NORTHERN DISTRICT

Indianapolis Division

South Bend Division

Terre Haute Division

Hammond Division

Evansville

Fort Wayne Division

New Albany Division

Lafayette Division

The undersigned hereby CERTIFIES that there are no transcripts of judgments of the United States courts filed in the office of the Clerk of the Circuit Court of said County; that there is no notice of lien for unpaid internal revenue taxes or notice of income tax lien constituting a lien on real estate prior to March 4, 1925, the date of the Indiana Recording Act; and that there is no notice of lien filed in the Federal Tax Lien Index in the Office of the Recorder of said County; and that there are not now pending upon the records of any of the eight divisions of the Federal courts above named, voluntary bankruptcy proceedings by or involuntary bankruptcy proceedings against any of the following named persons, except as hereinafter set out:

Examination made against the parties named below, the search being made and limited according to the names exactly as set forth herein and not otherwise: for 10 years last past:

Lowell E. Spencer  
May-Belle Spencer

THE ABSTRACT & TITLE GUARANTY CO.

BY:

*Harman L. Lomax*

From the searches above enumerated, we find no further conveyance nor unsatisfied encumbrance, as indexed or entered up, within the period herein certified affecting the title of Lowell E. Spencer and May-Belle Spencer, husband and wife.

against the real estate described in the caption hereto except those which may be herein shown.

The period of search covered by this Certificate is from

8:00 AM April 7, 1960

8:00 AM April 17, 1963

THE ABSTRACT & TITLE GUARANTY CO.





RECEIVED BY THE  
FEDERAL BUREAU OF INVESTIGATION  
SEARCH FOR  
Hendricks  
DECATUR  
CERTIFICATE  
83

## THE ABSTRACT & TITLE GUARANTY CO.

THIS CERTIFICATE WITNESSETH, That the undersigned Company, in consideration of the payment of its fee therefor, and subject to the exceptions hereinafter specified, does hereby certify for the use and benefit of any owner of the real estate described in the caption hereto, his mortgagees, trustees, vendees and assigns, that the foregoing, consisting of 3 sheets with 6 instruments thereon numbered consecutively, is a complete and correct abstract of all instruments, entries and proceedings, as entered or filed of record, in Hendricks County, Indiana, during the period of time hereinafter specified, affecting the real estate set forth in the caption hereto.

That all instruments, entries and proceedings, transferring or otherwise affecting the ownership of said real estate, or any part thereof, or any interest therein, have been included.

That there are no instruments, entries or proceedings, which are liens against said real estate, except those shown; that the status of such liens is correctly set forth, including any assignments thereof; that (in case this Certificate be made to the continuation of an abstract) all changes in the status of liens, shown as such on this abstract prior to this continuation thereof, have been correctly noted or shown.

It is further certified that SPECIAL SEARCHES have been made in the office of the RECORDER OF HENDRICKS COUNTY for deeds, affidavits, unsatisfied mortgages, Mechanic's Liens, Federal Tax Liens, Old Age Assistance Liens and Miscellaneous instruments affecting the title, all as entered up and indexed; in the office of the AUDITOR search made in the Tax Sales Register for unsatisfied or unredeemed tax sales; in the office of the TREASURER search made in the current Tax Duplicates for unpaid taxes, and the Assessment Duplicates for unpaid Ditch assessments; in the office of the CLERK of said County, search made in the Lis Pendens Record of complaint and attachments, the Will Records, Estate and Guardianship Dockets, and the general Judgment Dockets of the Hendricks Circuit Court, of the Probate and Criminal Court, including Replevin Bail and Recognizance Bonds, as said records and dockets are now indexed.

This Certificate includes only matters entered or filed of record during said period, except in case of judgments. Certificate includes all judgments, not satisfied of record, entered on the Judgment Dockets of the Circuit Court of said County, at any time during the ten years last preceding the date of this Certificate, against all owners of the said real estate whose names are shown by the records as holding title at any time during the period covered by this Certificate, under the names by which said owners acquired title. Other liens, including special assessments, which appeared of record prior to said period, are not included, even though existing during said period; said real estate is herein certified to as subject to existing public roads or highways and to regulations by any governmental agency limiting the use thereof. Taxes on personal property, adoption proceedings, conditional sales transfers of the title to chattels and such as may have become fixtures are not included. Pending suits are not included unless the said real estate is the subject matter thereof, or a Lis Pendens notice has been filed describing said real estate.

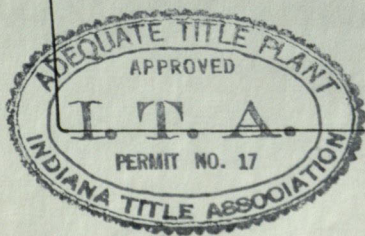
From the searches above enumerated, we find no further conveyance nor unsatisfied encumbrances, as indexed or entered up, within the period herein certified affecting the title of Lowell E. Spencer and May-Belle Spencer,  
husband and wife

.....  
against the real estate described in the caption hereto except those which may be herein shown.

The period of search covered by this Certificate is from .....  
8 o'clock A.M. April 7, 1960 ..... to  
and including 8 o'clock A.M. April 25, 1963 .....

THE ABSTRACT & TITLE GUARANTY CO.

By Norman J. Comer, Pres.





perpetuated abstracted' regarding the real estate and in the caption hereof  
as entered or filed of record in Hendricks County, Indiana, during the period of time  
specified, is a complete and correct abstract of all instruments, entries and proceedings  
relating thereto, consisting of 3 pages with 9 instruments therein numbered con-  
sistently in the caption hereof, the mortgagee, trustee, vendee and assignee, that the  
abstracted' goes before the court for the use and benefit of any owner of the real estate de-  
scribed in the instrument of its fee transfer and subject to the exceptions hereinafter  
set forth. THIS CERTIFICATE WILL BE KEPT IN THE HENDRICKS COUNTY IN CON-

## THE ABSTRACT & TITLE COMPANY CO.

Lowell E. Spencer and May-Belle  
C. Spencer, husband and wife

Warranty Deed

Dated August 9, 1963

Recorded August 9, 1963

Record 191 Page 85

Amount \$1.00 and other

valuable consideration

HERMAN GRIDER AND RUBY GRIDER  
HUSBAND AND WIFE

NO. 57

A CONTINUATION of an ABSTRACT OF TITLE Since 8 o'clock A.M.

April 25, 1963 up to and including 8 o'clock A. M. January 16, 1967  
to the following described real estate in Hendricks County, Indiana,  
to-wit:

The South half of Lot Numbered 3 in Block 31 in the Original  
Town of Danville, Indiana.

Lowell E. Spencer (Seal)

May-Belle C. Spencer (Seal)

Acknowledged August 9, 1963 by Lowell E. Spencer and May-Belle  
C. Spencer, husband and wife, before

(Seal)

Mary Frances Ferguson

Notary Public

Hendricks County, Indiana

MC

venue stamps affixed and cancelled

11.55

Prepared by Jess Kendall, Joe Stevenson, John Miller, Attorneys



Lowell E. Spencer and May-Belle  
C. Spencer, husband and wife

NO. 58

to

Joe I. Rankin and Edith Mae  
Rankin, husband and wife

Warranty Deed

Dated August 9, 1963

Recorded August 9, 1963

Deed Record 191 Page 85

Amount: \$1.00 and other  
valuable consideration

.....convey and warrant the following described real estate in  
Hendricks County, Indiana, to-wit:

The South half of Lot Numbered 3 in Block 31 in the Original  
Town of Danville, Indiana.

Subject to all taxes now a lien and to become a lien thereon.

(Here follows citizenship clause)

Signed and sealed by

Lowell E. Spencer (Seal)

May-Belle C. Spencer (Seal)

Acknowledged August 9, 1963 by Lowell E. Spencer and May-Belle  
C. Spencer, husband and wife, before

(Seal)

Mary Frances Ferguson

Notary Public

Hendricks County, Indiana

Revenue stamps affixed and cancelled  
\$3.85

Prepared by John Kendall, Joe Stevenson, John Keller, Attorneys

-----



C. Spencer, husband and wife  
GOMEI E. Spencer and May-Belle

Warrant: 21.00 and other  
Deed Record 192 Page 460  
Deed Record 192 Page 460  
Deed Record 192 Page 460  
Deed Record 192 Page 460

No. 60

# ZONING REGULATIONS A PART OF THE MASTER PLAN FOR THE TOWN OF DANVILLE, INDIANA

## ORDINANCE NUMBER 4

AN ORDINANCE REPEALING AN ORDINANCE OF THE TOWN OF DANVILLE, INDIANA, DATED SEPTEMBER 17, 1963, AND PROVIDING FOR THE DEVELOPMENT THROUGH ZONING OF THE TOWN OF DANVILLE, INDIANA.

It is ordained by the Town Board of Danville, Indiana, under authority of Chapter 174, Acts of 1941, and all acts amendatory and supplemental thereto, General Assembly of the State of Indiana:

1. SHORT TITLE. These regulations and regulations supplemental thereto shall be known as the "Zoning Regulations of the Town of Danville, Indiana."

Joe I. Rankin and Edith M. Rankin, husband and wife

NO. 59

to

Herman Grider and Ruby Grider, husband and wife

Warranty Deed  
Dated September 17, 1963  
Recorded February 11, 1964  
Deed Record 192 Page 460  
Consideration: \$1.00 and other valuable consideration

.....convey and warrant the following described real estate in Hendricks County, Indiana, to-wit:

The South half of Lot Numbered 3 in Block 31 in the Original Town of Danville, Indiana.

Subject to all taxes now a lien and to become a lien thereon.

(Here follows citizenship clause)

Signed and sealed by

Joe I. Rankin (Seal)  
Edith M. Rankin (Seal)

Acknowledged September 17, 1963 by Joe I. Rankin and Edith M. Rankin, husband and wife, before

(Seal)

Mary L. McCrary  
Notary Public  
Hendricks County, Indiana

Revenue stamps affixed and cancelled \$1.65

Prepared by John A. Kendall-Joe Stevenson-John E. Keller

-----



## ZONING REGULATIONS A PART OF THE MASTER PLAN FOR THE TOWN OF DANVILLE, INDIANA

### ORDINANCE NUMBER 4

AN ORDINANCE REPEALING AN ORDINANCE OF THE TOWN OF DANVILLE, INDIANA, DATED SEPTEMBER 22, 1947, AND PROVIDING FOR THE DEVELOPMENT THROUGH ZONING OF THE TOWN OF DANVILLE, INDIANA.

Be it ordained by the Town Board of Trustees of the Town of Danville, Indiana, under authority of Chapter 174, Acts of 1947, and all acts amendatory and supplemental thereto, General Assembly of the State of Indiana.

1. **SHORT TITLE.** These regulations and regulations supplemental or amendatory thereto, shall be known, and may be cited hereafter as the "Zoning Regulations of Danville, Indiana—1963".

2. **INTERPRETATION.** The provisions of these regulations shall be interpreted to be and applied as the minimum requirements for the promotion of the public health, safety, comfort, morals, convenience and general welfare. The Danville Town Plan Commission has given careful consideration to the probable future use of land in the area affected by these regulations, and has had prepared a Master Plan of Land Use showing the future development of this area which has served as a guide in the preparation of these regulations.

3. **NON-INTERFERENCE WITH GREATER RESTRICTIONS OTHERWISE IMPOSED.** It is not intended by these regulations to interfere with, or abrogate, or annul any easements, covenants, or other agreements between parties, nor to interfere with, or abrogate or annul any ordinances, rules, regulations or permits previously adopted or issued, and not in conflict with any of the provisions of these regulations, or which shall be adopted or provided, except, that where these regulations impose a greater restriction upon the use of buildings or land, or upon the height of buildings, or requires larger open spaces or greater lot area per family, than are required or imposed by such easements, covenants or agreements between parties, or by such ordinances, rules, regulations or permits, the provisions of these regulations shall control.

4. **IDENTIFICATION.** Wherever the word "Town" appears in these regulations it shall be deemed to refer to the Town of Danville, Indiana. The word "Commission" refers to the Danville Town Plan Commission, with all of the powers and duties granted thereto by Chapter 174, Acts of 1947, General Assembly of Indiana, and all Acts amendatory thereto. "Board" refers to the Town of Danville Board of Zoning Appeals, with all the powers and duties granted thereto. The word "District" refers to a section of the incorporated territory of the Town of Danville for which uniform regulations governing the use, height, area, size and intensity of use of buildings and land, and open spaces about buildings, are herein established. The words "Zone Map" refer to a map entitled "Danville, Indiana, Zone Map" dated 1963, and any amendments thereto. The words "Master Plan" refer to the complete plan, or any of its parts, for the development of the incorporated territory within the Town prepared by the Commission and adopted in accordance with Chapter 174, Acts of 1947, and all Acts amendatory or supplemental thereto, General Assembly of the State of Indiana. The words "Jurisdictional Area" refer to the incorporated territory within the Town of Danville, Indiana. The words "Building Inspector" refer to the Building Inspector of the Town of Danville, Indiana.

5. **DEFINITIONS.** For the purpose of these regulations, certain terms and words used herein shall be interpreted and defined as follows: Words in the present tense include the future and vice-versa; words in the singular number include the plural number and vice-versa; the word "building" includes the word "structure" and vice-versa; the word "shall" is mandatory and not directory. **ACCESSORY BUILDING AND USE.** A building or use subordinate to another structure or use located on the same lot and which does not change or alter the character of the premises and which is not used for human occupancy. **B.** Local public utility facilities, including electric current, sewer, gas and water distribution wires and conduits, with their supports, poles, guy wires, transformers, wire, cables and other incidental equipment, and also including public telephone booths. **ALLEY.** A permanent public service way providing a secondary means of access to abutting lands. **BUILDING, DETACHED.** A building having no structural connection with another building. **BUILDING FRONT LINE OF.** The line of the face of the building nearest the front lot line. **BUILDING HEIGHT OF.** The vertical distance measured from the lot ground level to the highest point of the roof for a flat roof; to the deck line of a mansard roof; and to the mean height between eaves and ridges for gable, hip and gambrel roofs. **BUILDING, PRINCIPAL.** A building in which is conducted the main or principal use of the lot on which said building is situated. Where a substantial part of an accessory building is attached to the principal building in a substantial manner, as by a roof, such accessory building shall be counted as a part of the principal building. **BUILDING AREA.** The maximum horizontal projected area of the principal and accessory building, excluding open steps or terraces, unenclosed porches projecting not more than two (2) feet. **BUILDING LINE.** A line establishing the minimum open space to be provided between the front line of a building or structure and front lot line. **BUSINESS (Also Commercial).** The engaging in the purchase, sale, barter or exchange of goods, wares, merchandise or services, the maintenance or operation of offices, or recreational and amusement enterprises for profit. **CAMP, PUBLIC.** Any area or tract of land used or designed to accommodate two (2) or more camping parties, including cabins, tents, or other camping outfits. **CEMETERY.** Land used for the burial of the dead and dedicated for cemetery purposes, including columbariums, crematories, mausoleums and mortuaries when operated in conjunction with and within the boundary of such cemetery. **CERTIFICATE OF OCCUPANCY.** A certificate stating that the occupancy and use of land or a building or structure referred to therein complies with the provisions of these regulations. **CLINIC OR MEDICAL-HEALTH CENTER.** An establishment where patients are admitted for special study and treatment by two or more licensed physicians and or dentists and their professional associates. **DEVELOPMENT PLAN.** A drawing, including a legal or site description, of the real estate involved which shows the location and size of all buildings, structures and yards; location and dimensions of building lines and easements; widths and lengths of all entrances and exits to and from said real estate; location of all adjacent or adjoining streets; all of other improvements such as planting areas, which shall have a functional relationship to the real estate comprising the planned development and to the uses of properties immediately adjacent to the proposed development. **DWELLING.** A building or portion thereof, used primarily as a place of abode for one or more human beings, but not including hotels, motels, lodging or boarding houses or tourist homes. **DWELLING UNIT.** A dwelling or a portion of a dwelling used by one family for cooking, living and sleeping purposes. **EFFECTIVE DATE.** The effective date of these regulations shall be the effective date of the ordinance adopting these regulations. **FAMILY.** One or more persons living as a single household unit, as distinguished from a group occupying a hotel, club, nurses home, fraternity or sorority house. **GARAGE, PRIVATE.** An accessory building with capacity for not more than three (3) motor vehicles per family, not more than one (1) of which may be a commercial vehicle of not more than one and one-half (1½) tons capacity. A garage designed to house two (2) motor vehicles for each family housed in an apartment shall be classed as a private garage. **GARAGE, PUBLIC.** Any building, or premises, except those defined herein as

a Private Garage, used for the storage or care of motor vehicles, or where such vehicles are equipped for operation, repaired, or kept for remuneration, hire or sale. **GROUND FLOOR AREA.** The square-foot area of a residential building within its largest outside dimensions, computed on a horizontal plane at the ground floor level, exclusive of open porches, breezeways, terraces, garages, exterior and interior stairways. **HOME OCCUPATION.** Any use conducted entirely within a dwelling and participated in solely by members of the family, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof and in connection with which there is no commodity sold upon the premises except that which is produced thereon; and provided, however, in no event shall a barber shop, beauty parlor, tea room or animal hospital be construed as a home occupation. **HOTEL OR MOTEL.** A building or group of buildings in which lodging is provided and offered to the public for compensation and which is open to transient guests, in contradistinction to a boarding or lodging house. **IMPROVEMENT LOCATION PERMIT.** A permit stating that the proposed erection, construction, enlargement or moving of a building or structure referred to therein complies with the provisions of the Master Plan. **JUNK YARD.** Any place at which personal property is or may be salvaged for re-use, resale or reduction or similar disposition and is owned, possessed, collected, accumulated, dismantled or assorted, including, but not limited to used or salvaged base metal or metals, their compounds or combinations, used or salvaged rope, bags, paper, rags, glass, rubber, lumber, millwork, brick and similar property except animal matter; and used motor vehicles, machinery or equipment which are used, owned or possessed for the purpose of wrecking or salvaging parts therefrom. **KENNEL.** Any lot or premises on which four (4) or more dogs, or other small animals, at least four (4) months of age, are kept. **LOADING AND UNLOADING BERTH.** The off-street area required for the receipt or distribution by vehicles of material or merchandise, which for the purpose of these regulations is held to be a twelve (12) foot by fifty (50) foot loading space with a fourteen (14) foot height clearance, paved with a suitable dust preventive or hard surface. **LOT.** A parcel, tract or area of land accessible by means of a street or place, and for residential uses, abutting upon a street or place for at least sixty (60) per cent of the lot width prescribed for the District in which the lot is located. It may be a single parcel separately described in a deed or plat which is recorded in the office of the County Recorder, or it may include parts of, or a combination of such parcels when adjacent to one another and used as one. In determining lot area and boundary lines no part thereof within the limits of a street shall be included. **LOT, CORNER.** A lot at the junction of and abutting two or more intersecting streets. **LOT, INTERIOR.** A lot other than a Corner Lot or Through Lot. **LOT, THROUGH.** A lot having frontage on two parallel or approximately parallel streets. **LOT COVERAGE.** The percentage of the lot area covered by the building area. **LOT GROUND LEVEL.** For buildings having walls adjoining one street only, the elevation of the sidewalk at the center of the wall adjoining the street; for buildings having walls adjoining more than one street, the average of the elevation of the sidewalk at the center of all walls adjoining the streets; for buildings having no wall adjoining the street, the average level of the ground adjacent to the exterior walls of the building. Any wall approximately parallel to, and not more than five (5) feet from a street, is to be considered as adjoining the street. **LOT LINE, FRONT.** In the case of an interior lot, a line separating the lot from the street or place; and in the case of a corner lot a line separating the narrowest street frontage of the lot from the street, except in cases where deed restrictions in effect specify another line as the front lot line. **LOT LINE, REAR.** A lot line which is opposite and most distant from the front lot line and, in the case of an irregular or triangular-shaped lot, a line ten (10) feet in length within the lot, parallel to and at the maximum distance from the lot line. **LOT LINE, SIDE.** Any lot boundary line not a front lot line or a rear lot line. **LOT WIDTH.** The dimension of a lot, measured between side lot lines on the building line. **MOBILE HOME.** Any vehicle, including the equipment sold as a part of a vehicle, which is so constructed as to permit its being used as a conveyance upon public streets or highways by either self-propelled or not self-propelled means which is designed, constructed or reconstructed, or added to by means of an enclosed addition or room in such manner as will permit the occupancy thereof as a dwelling or sleeping place for one or more persons, which is both used and occupied as a dwelling or sleeping place having no foundation other than wheels, jacks, skirting, or other temporary supports. **MOBILE HOME PARK.** An area of land upon which two or more mobile homes are harbored for the purpose of being occupied either free of charge or for revenue purposes, and shall include any building, structure, vehicle or enclosure used or intended for use as a part of the equipment of such mobile home park. **PARKING AREA, PUBLIC.** An open area, other than a street or alley designed for use or used for the temporary parking of more than four motor vehicles when available for public use whether free or for compensation, or as an accommodation for clients or customers, paved with a suitable dust preventive or hard surface. **PARKING SPACE.** A space other than on a street or alley designed for use or used for the temporary parking of a motor vehicle, and being not less than 9 feet wide and 20 feet long exclusive of passageways. **PERSON.** A corporation, firm, partnership, association, organization or any other group acting as a unit, as well as a natural person. **PLACE.** An open, unoccupied, officially designated space other than a street or alley, permanently reserved for use as the principal means of access to abutting property. **PLAT.** A map or chart indicating the subdivision or resubdivision of land, intended to be filed for record. **PRIVATE SCHOOL.** Private preprimary, primary, grade, high or preparatory school or academy. **PROFESSIONAL OFFICE.** Office of members or recognized professions, such as an architect, artist, dentist, engineer, lawyer, musician, physician, surgeon, or other professional person. **SIGN.** Any board, device or structure or part thereof used for advertising, display or publicity purposes. Signs placed or erected by governmental agencies for the purpose of showing street names or traffic directions or regulations for other governmental purposes shall not be included herein. **STREET.** A right-of-way, other than an alley, dedicated or otherwise legally established to the public use, usually affording the principal means of access to abutting property. **STRUCTURE.** Anything constructed or erected which requires location on the ground or attachment to something having a location on the ground. **STRUCTURAL ALTERATION.** Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any substantial change in the exterior walls or the roof. **TOURIST HOME.** A building in which one but not more than five guest rooms are used to provide or offer overnight accommodations to transient guests for compensation. **TRADE OR BUSINESS SCHOOL.** Secretarial or Business School or College when not publicly owned or not owned or conducted by or under the sponsorship of a religious, charitable or nonprofit organization; or a school conducted as a commercial enterprise for teaching instrumental music, dancing, barbering or hair dressing, drafting or for teaching industrial or technical arts. **USE.** The employment or occupation of a building, structure or land for a person's service, benefit or enjoyment. **USE, NONCONFORMING.** An existing use of land or building which fails to comply with the requirements set forth in these regulations applicable to the District in which such use is located. **USE, OPEN.** The use of a lot without a building or including a building incidental to the open use with a ground floor area equal to five (5) per cent or less of the area of the lot. **VARIANCE.** A modification of the specific requirements of these regulations granted by the Board in accordance with the terms of these regulations for the purpose of assuring that no



to minimum size of lots and gross floor area of buildings are less than those specified for the other residence District. 2. Business Districts — Two Districts — "LB" and "GB" — are established to meet the specific requirements for the classes of business uses needed to give adequate service in the Town as related to present and future development. The "GB" is a general business District providing for all types of business and service uses including warehouse and storage facilities as well as some light industrial operations. The "LB" District is located to give service to the neighborhoods by placing "convenience" and "impulse" goods stores close to the consumer. Single-, two- and multi-family dwellings are permitted uses in the Business Districts. All residential uses in the Business Districts are subject to the requirements of Figure 1. The specific requirements for business uses in these Districts are given in Figures 2, 3 and 4. For Contingent Uses permitted in the business Districts see Figure 7, and for Special Exceptions see Figure 9. 3. Industrial District — One District — "MI" — is established to meet the present and future needs of the Town for industrial development. This District incorporates most of the existing industrial developments and provides for their expansion. Residential use will not be permitted in the "MI" District. The specific requirements for industrial uses in this District are given in Figures 5 and 6. For Contingent Uses and Special Exceptions in the Industrial District see Figures 7 and 9.

14. RESIDENTIAL USES AND REQUIREMENTS. A. The residential uses defined below, including accessory buildings and uses are permitted in the Districts indicated in Figure 1, when complying with the requirements listed therein, subject to the provisions of paragraph

each foot that such accessory building is to be placed from the rear lot line toward the front lot line of the corner lot, the accessory building may be placed four (4) inches closer to the side street line, but in no case closer than five (5) feet. 8. Height — In the Districts limiting height to 25 feet, a multi-family dwelling may be increased in height not to exceed 35 feet provided the required side yards are increased an additional 2 feet for each foot such structure exceeds 25 feet in height. 9. Vision Clearance is required to be provided on all corner lots. 15. BUSINESS USES AND REQUIREMENTS. The business uses defined below are permitted in the Districts indicated in Figure 2, when complying with the requirements specified in Figures 2, 3 and 4, subject to the provisions of paragraph C, herein. A. A Local Business Use is one which is primarily of a retail or service nature and is classified in the following categories: 1. Automobile Service — including but not limited to the following: a. Filling Station; b. Public Garage; c. Public Parking Area; d. Automobile Sales Room; 2. Business Service — including but not limited to the following: a. Bank; b. Business and Professional Office; c. Postal Station; d. Telegraph Office; e. Trade or Business School; 3. Clothing Service — including but not limited to the following: a. Laundry Agency; b. Self-Service Laundry; c. Dry Cleaning Establishments using cleaning fluid which is non-explosive and non-inflammable, and using not more than two (2) clothes cleaning units of not more than forty (40) pounds capacity; d. Dressmaking; e. Millinery; f. Tailor and Pressing Shop; g. Shoe Repair Shop; 4. Equipment Service — including but not limited to the following: a. Radio-Television Shop; b. Electric Appliance Shop; c.

Record Shop; 5. Food Service — including but not limited to the following: a. Grocery; b. Meat Market; c. Supermarket; d. Restaurant; e. Delicatessen; f. Cold Storage Lockers, for individual use; g. Bakery; h. Roadside Sales Stand; 6. Personal Service — including but not limited to the following: a. Barber Shop; b. Beauty Shop; c. Reducing Salon; d. Photographic Studio; 7. Retail Service, Retail Stores Generally — including but not limited to the following: a. Department Store; b. Drug Store; c. Hardware; d. Stationer; e. Newsdealer; f. Show Room, for articles to be sold at retail; g. Variety Store; h. Apparel Shop; i. Flower Shop, including greenhouse not exceeding 1,000 square feet in area; 8. Business Recreational Uses — when conducted only within buildings so constructed that no noise of any kind produced therein shall be audible beyond the confines of the building — including but not limited to the following: a. Indoor Theater; b. Bowling Alley; c. Billiard Room; d. Dancing Academy; e. Tavern or Night Club, only in conformity with requirements of laws or ordinances governing such use; 9. Private Club or Lodge; 10. Accessory Building or Use — customarily incidental to the above uses. Any building used primarily for accessory purposes may not have more than forty (40) per cent of its floor area devoted to storage purposes incidental to such primary use, and provided that no more than five (5) persons are employed at one time or on any one shift in connection with such incidental use. 11. Advertising Sign or Billboard. B. A General Business Use, including accessory buildings and uses, includes the uses specifically stated or implied as follows: 1. Local Business Uses; 2. Automobile or Trailer Sales Area; 3. Automobile and Truck Repair; 4. Hotel; 5. Motor Bus or Railroad Passenger Station; 6. Newspaper Publishing; 7. Radio and Television Studios; 8. Storage Warehouse; 9. Veterinary Hospital for Small Animals and Kennel; 10. Wholesale Establishment; 11. Light Industrial use as defined in paragraph 16; 12. Any Business Use not specifically stated or implied elsewhere in these regulations and complying with the above definition. C. Other Provisions and Requirements for Business Uses are as follows: 1. Plans for the erection or structural alteration of a Filling Station and Public Parking Area shall be approved by the Commission. The Commission may require such changes therein with respect to yards, location of driveways, pumps and buildings as it may deem best suited to insure safety, minimize traffic hazards and safeguard adjacent properties. 2. Parking spaces shall be provided on the lot, or within 300 feet thereof on a site approved by the Board, as indicated in Figure 3. 3. Parking Space Requirements shall not apply in a block where 50% or more of the area was occupied by business or industrial structures prior to the effective date of these regulations unless the area is to be cleared and new structures erected. 4. Groups of uses requiring Parking Space may join in establishing group Public Parking Area, together with parking spaces for employees, with capacity aggregating that required for each participating use. 5. Filling Station driveways and similar use areas subject to vehicular traffic shall be paved with a dustproof or hard surface. 6. One-half of an alley abutting the rear of a lot may be included in the rear yard, but such alley space shall not be included for loading and unloading berths. 7. Loading and unloading berths shall not be required for Business Uses which demonstrably do not receive or transmit goods or wares in quantity by truck delivery. 8. Where 25 per cent or more of the lots in a block are occupied by buildings, the setback of such buildings shall determine the dimension of the front yard in the block. 9. The maximum building height requirement in Figure 2 may be increased if buildings are set back, from front and rear property lines, one foot for each two feet of additional height above the maximum building height requirement. 10. Chimneys, cooling towers, elevator bulkheads, fire towers, penthouses, stacks, tanks, water towers, transmission towers, or essential mechanical appurtenances may be erected to any height not prohibited by other laws or ordinances. 11. No business operation or activity shall discharge, or cause to be discharged, liquid or solid wastes into public waters unless in conformance with the provisions of the Stream Pollution Control Law of the State of Indiana (Chapter 214, Acts of 1943, as amended) and the regulations promulgated thereunder. Plans and specifications for proposed sewage and other waste treatment and disposal facilities shall be submitted to and approval obtained from the Stream Pollution Control Board of the State of Indiana.

16. INDUSTRIAL USES AND REQUIREMENTS. The Industrial Uses defined below, including accessory buildings and uses, are permitted in the Districts indicated in Figure 5 in accordance with the requirements of this section. No activity involving the storage, utilization or manufacture of materials or products which decompose by detonation shall be permitted. Such materials shall include, but are not limited to, all primary explosives such as lead azide, lead styphnate, fulminates, and tetrylene; all high explosives such as TNT, RDX, HMX, PETN, and picric acid; propellants and components thereof such as nitrocellulose, black powder, boron hydrides, hydrazine and its derivatives; pyrotechnics and fireworks such as magnesium powder, potassium chlorate, and potassium nitrate; blasting explosives such as dynamite and nitroglycerine; unstable organic compounds such as acetylides, tertazoles, and ozonides; strong oxidizing agents such as liquid oxygen, perchloric acid, perchlorates, chlorates, and hydrogen peroxide in concentrations greater than thirty-five per cent (35%); and nuclear fuels, fissionable materials and products, and reactor elements such as Uranium 235 and Plutonium 239. The restrictions of this section shall not apply to (1) the activities of site preparation or construction, maintenance, repair, alteration, modification or improve-

FIGURE 2. BUSINESS USES AND REQUIREMENTS

REQUIREMENTS	TYPE OF BUSINESS USE	
	Local Business	General Business
District(s) in which use is permitted	LB, GB & MI	GB & MI
Minimum front yard in feet in districts indicated	LB, GB & MI: Abutting - Arterial Street . . . 60 Feeder Street . . . 40 Local Street . . . 25	GB & MI: Same as Local Business
Minimum side yard in feet along the side street line of a corner lot where block is adjoined by a residential district	5	5
Minimum side yard in feet where a commercial district adjoins a residential district within the block	10	10
Minimum side yard in blocks not including a residential district	None	None
Maximum building height in feet in districts indicated	LB & GB . . . . . 35 MI . . . . . 75	GB . . . . . 35 MI . . . . . 75
Minimum rear yard in feet	15	15
Maximum lot coverage in per cent of lot	90	90
Vision clearance on corner lots required	Yes	Yes

FIGURE 3. BUSINESS USES - PARKING SPACES REQUIRED

TYPE OF USE	PARKING SPACES REQUIRED
<b>A. Local Business Uses:</b>	
Category 2 listed under A above	One for each 500 square feet of floor area
Categories 3 through 7 except 7a, and categories 8(c) and (e) under A. above	One for each 125 square feet of floor area
Department Store	One for each 200 square feet of floor area
Indoor Theater	One for each 6 seats
Bowling Alley	Three for each lane plus one for each 6 spectator seats
Dancing Academy	One for each 200 square feet of floor area
Private club or Lodge	Space to accommodate 50 per cent of the active membership at one space per each 3 members
<b>B. General Business Uses:</b>	
Automobile or Trailer Sales Area	One for each 1000 square feet of the premises used for retail purposes
Automobile and Truck Repair	One for each 200 square feet of floor area
Hotel	One for each 3 employees plus one for each 2 sleeping rooms
Storage Warehouse and Wholesale Establishment	One for each 3 employees or occupants. The maximum number of employees or occupants to be used in determining spaces.
Motor Bus or Railroad Passenger Station	One for each 3 employees plus one for each ten seats in waiting room. Other retail uses in connection therewith shall provide one space for each 2 employees.
Veterinary Hospital for Small Animals or Kennel	One space for each 3 animals to be confined in temporary or permanent pens or cages
Category 12 under B. above.	As determined by the Board

FIGURE 4. BUSINESS USES - LOADING AND UNLOADING BERTHS REQUIRED

TYPE OF USE	GROSS FLOOR AREA (Sq. Ft.)	LOADING & UNLOADING BERTHS REQUIRED
Retail Stores.	3,000 to 15,000	1
Department Stores,	15,001 to 40,000	2
Wholesale Establishments & Storage Uses	Each 25,000 Additional	1 Additional
Office Buildings	100,000 or Less	1
	100,001 to 336,000	2
	Each 200,000 Additional	1 Additional

ment of buildings, equipment or other improvements on or within the lot line; (2) the operation of motor vehicles or other facilities for the transportation of personnel, material or products; (3) conditions beyond the control of the user such as fire, explosion, accidents, failure or breakdown of equipment or facilities or emergencies; (4) safety or emergency warning signals or alarms necessary for the protection of life, limb or property; or (5) processes for which there are no known means of control shall be exempted from these provisions. Research shall be promptly conducted to discover methods of control leading to installation of corrective equipment.

A. DEFINITIONS. For the purpose of this Section, certain terms and words shall be interpreted and defined as follows: Decibel—A unit of measurement of the intensity or loudness of sound. Sound level meters are used to measure such intensities and are calibrated in decibels. Ringelmann Number—The number of the area on the Ringelmann chart that most nearly matches the light-obscuring capacity of smoke. The Ringelmann chart is described in the U. S. Bureau of Mines Information Circular 6888, on which are illustrated graduated shades of gray for use in estimating smoke density. Smoke below the density of Ringelmann No. 1 shall be considered no smoke or Ringelmann No. 0. Smoke—Small gas borne particles resulting from incomplete combustion, consisting predominantly of carbon and other incombustible material, excluding metallurgical fume and dust, and present in sufficient quantity to be observable independently of the presence of other solids. Smoke Unit—The number obtained when

FIGURE 5. INDUSTRIAL USES AND REQUIREMENTS

REQUIREMENTS	TYPE OF USE	
	Light Industrial	General Industrial
District(s) in which use is permitted	GB & MI	MI
Minimum front yard in feet	Abutting: Arterial Street . . . 60 Feeder Street . . . 40 Local Street . . . 25	Same as Light Industrial
Minimum side yard required in feet where the industrial use adjoins a residential district	30	Same as Light Industrial
Minimum side yard in feet, if provided	6	6
Minimum rear yard in feet	15	15
Maximum building height in feet	GB . . . . . 35 MI . . . . . 75	MI . . . . . 75
Maximum lot coverage in per cent of lot	None except for required yards	Same as Light Industrial
Vision clearance on corner lots required	Yes	Yes

FIGURE 6. INDUSTRIAL USES - LOADING AND UNLOADING BERTH REQUIREMENTS

GROSS FLOOR AREA OF INDUSTRIAL USE IN SQUARE FEET	NUMBER OF BERTHS REQUIRED
15,000 or Less . . . . .	1
15,001 to 40,000 . . . . .	2
40,001 to 100,000 . . . . .	3
Each 40,000 Additional . . . . .	1 Additional

the smoke density in Ringelmann number is multiplied by the time of emission in minutes. For the purpose of this calculation, a Ringel-



# Certificate

NO. **61** The undersigned, ABSTRACTERS, hereby certify that the foregoing within the limits of the period of search herein specified, is an ABSTRACT OF THE TITLE to any unsatisfied encumbrances upon, the real estate described in the caption thereof, and that all Taxes for all former years have been paid in full.

And it is further certified that SPECIAL SEARCHES were made as follows:

NO. **62** I. IN THE OFFICE OF THE CLERK OF HENDRICKS COUNTY, search made for deeds, affidavits, miscellaneous instructions affecting the title, unsatisfied mortgages, mechanics liens, Federal Tax Liens and Old Age Assistance Liens, all as now entered and indexed, and filings under the Uniform Commercial Code with respect to any security interest in crops or fixtures.

Taxes for the year 1965 due and payable in 1966 assessed in the name of HERMAN GRIDER ETUX in DANVILLE CORPORATION, Hendricks County, Indiana, under Key No. 29-8, are as follows:

DESCRIPTION	VAL. OF LAND	VAL. OF IMP.	ACRES
S 1/2 Lot 3 Blk 31 Original of Danville	\$310.00	\$400.00	
May installment	\$28.90 - Paid		
November installment	\$28.90 - Unpaid		
	+ 2.31 Penalty		
	\$31.21 Total unpaid and delinquent		

NO. **63** Taxes for the year 1966 due and payable in 1967 are a lien not yet computed.

NO. **64** No search has been made of the Clerk-Treas. of the town of Danville as to municipal assessments, or any ordinances not recorded in the Hendricks County Records.

8 NUMBERS  
8 PAGES

8 o'clock A. M. January 16, 1967



# Certificate

The undersigned, ABSTRACTERS, hereby certify that the foregoing within the limits of the period of search herein specified, is an ABSTRACT OF THE TITLE to any unsatisfied encumbrances upon, the real estate described in the caption thereof, and that all instruments abstracted herein appear regular in form, execution and acknowledgement unless otherwise indicated.

And it is further certified that SPECIAL SEARCHES were made as follows:

I. IN THE OFFICE OF THE RECORDER OF HENDRICKS COUNTY, search made for deeds, affidavits, miscellaneous instructions affecting the title, unsatisfied mortgages, mechanics liens, Federal Tax Liens and Old Age Assistance Liens, all as now entered up and indexed, and filings under the Uniform Commercial Code with respect to any security interest in crops or fixtures.

II. IN THE OFFICE OF THE AUDITOR OF HENDRICKS COUNTY, search made in the general index to tax sales as the same is now entered up, for unsatisfied or unredeemed tax sales.

III. IN THE OFFICE OF THE TREASURER OF HENDRICKS COUNTY, search made in the current tax duplicates of unpaid taxes, assessed against the real estate for which this examination is prepared.

IV. IN THE OFFICE OF THE CLERK OF THE HENDRICKS CIRCUIT COURT, search made in the Lis Pendens records of complaint and attachment, the will records, and estate and guardianship dockets, and the general judgment dockets of the Hendricks Circuit Court, of the Probate Court of Hendricks County, of the Criminal Court of Hendricks County, including Replevin Bail and Recognizance Bonds, as said records and dockets are now indexed. Pending suits are not included unless the real estate is the subject matter thereof.

V. United States District Courts of Indiana, Northern and Southern Districts for Federal Judgments, Pending Bankruptcies, and Internal Revenue Tax Liens. To Date of \_\_\_\_\_

8 AM January 4, 1967. This Certificate includes only matters entered or filed of record during said period, except in case of judgments. Certificate includes all judgments not satisfied of record, entered on the Judgment Dockets of the Circuit Court of said County, at any time during the ten years last preceding the date of this Certificate, against all owners of the said real estate whose names are shown by the records as holding title at any time during the period covered by this Certificate, under the names by which said owners acquired title. Other liens, including special assessments, which appeared of record prior to said period, are not included, even though existing during said period; said real estate is herein certified to as subject to existing public roads or highways and to regulations by any governmental agency limiting the use thereof. Taxes on personal property, adoption proceedings, juvenile proceedings, foreign executions are not included.

From the searches above enumerated, we find no further conveyances nor unsatisfied encumbrances as indexed or entered up affecting the title of:

LOWELL E. SPENCER AND MAY-BELLE SPENCER,  
HUSBAND AND WIFE

JOE I. RANKIN AND EDITH MAE RANKIN  
HUSBAND AND WIFE

HERMAN GRIDER AND RUBY GRIDER  
HUSBAND AND WIFE

within the period herein certified, against the real estate described in the caption hereto, except those which may be herein shown.

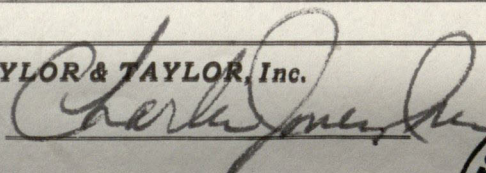
The period of search covered by this certificate is:

From: (8 AM) April 25, 1963

To: (8 AM) January 16, 1967

TAYLOR & TAYLOR, Inc.

By





TAYLOR & TAYLOR, INC.

*Abstracters*

52 SOUTH JEFFERSON STREET • DANVILLE, IND. • PHONE 745-2382