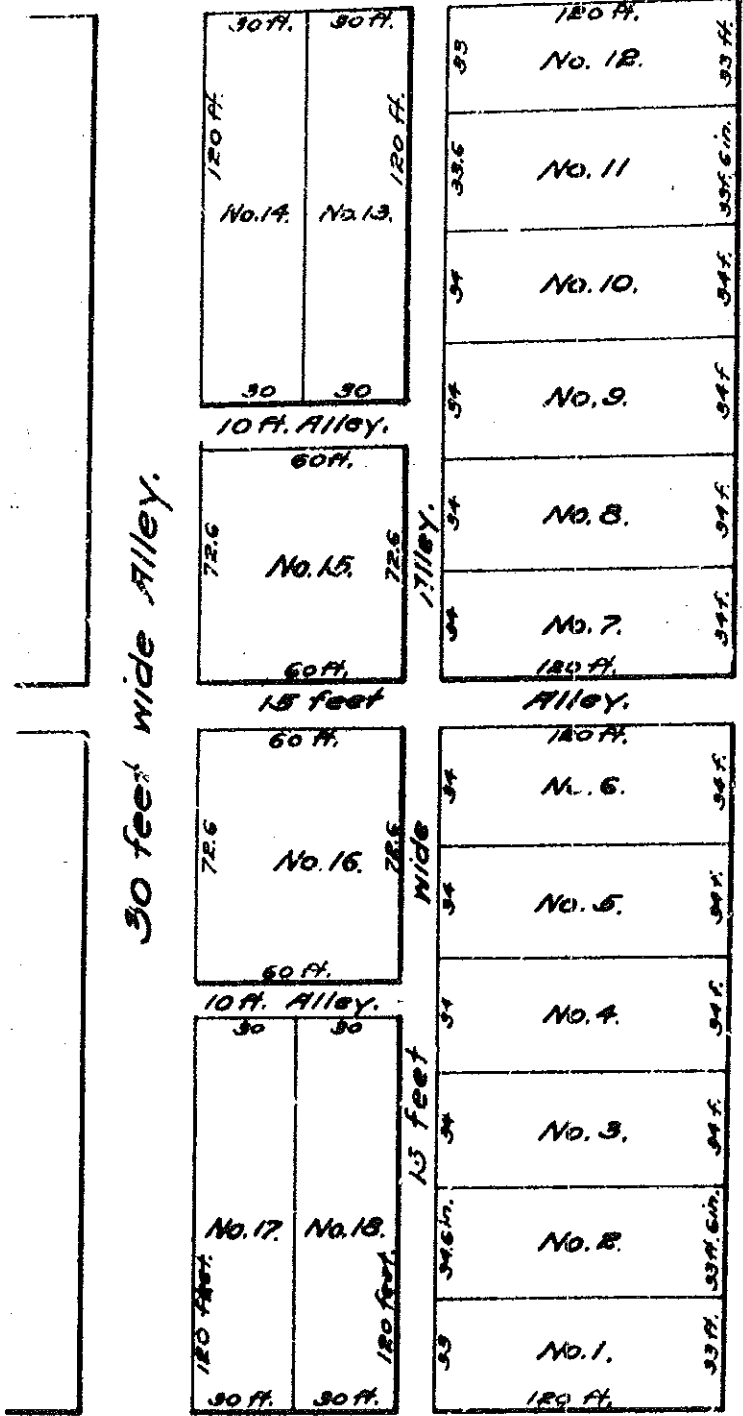


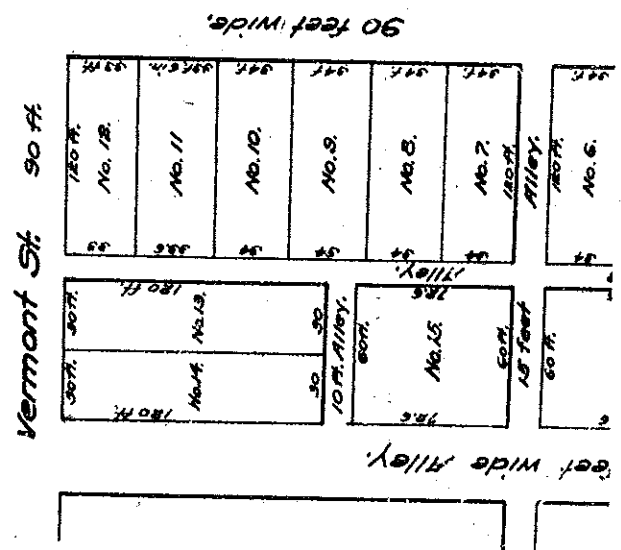
Vermont St. 90 ft.



New York St. 90 ft.

East St. 90 feet wide.

For Vacation of Third Alley North of New York Street from Clinton Street to First Alley East of Clinton Street
 See D. L. Record 231 page 123.
 For Vacation of 1st Alley North of New York St. to E. P. L. New Jersey St. to St. P. & N. de laide St. See D. L. R. 459 p 378
 For Vacation of 2nd Alley North of New York St. to St. P. & N. de laide St. See D. L. R. 459 p 378



I, John H. Vajen being the owner in fee simple of Lots numbers One (1) Two (2) Three (3) Four (4) Five (5) and Six (6) in Square Number Twenty One (21) in the City of Indianapolis, being the East Half of said Square Number Twenty One (21) in the City of Indianapolis, being the East Half of said Square, have cause the same to be subdivided into Eighteen Lots, and Sunday Alleys as shown in the accompanying Plat. These Lots are numbered from One to Eighteen, as marked on the Plat. No. One (1) and Twelve (12) are each Thirty feet wide in front on East Street, and No. Two (2) and Eleven (11) are each Thirty three feet, and Six inches wide in front on said East Street. No. Three (3) Four (4) Five (5) Six (6) Seven (7) Eight (8) Nine (9) and Ten (10) are each Thirty four feet wide in front on said East Street, and all extend back West One Hundred and twenty feet (120) to the 15 feet wide Alley as shown on the Plat. Lots No. Thirteen (13) and Fourteen (14) are each Thirty feet wide in front on Vermont Street, and extend back South the full width of the front. One Hundred and twenty feet to the 10 feet wide Alley, as shown on the Plat. Lots No. Fifteen and Sixteen are each One Hundred and Twenty feet wide in front on said Vermont Street, and Six inches on a Thirty feet wide Alley and Sixty feet wide East and West, and are separated by a Fifteen feet wide Alley, both said Lots having a fifteen feet wide Alley on the East, and No. 15 having a 10 feet wide Alley on the North, and No. 16 a ten feet wide Alley on the South. Lots Number Seventeen (17) and Eighteen (18) are each Thirty feet wide in front on New York Street, and extend back North One Hundred and twenty feet the full width of the front to a ten feet wide Alley, and I certify this Subdivision Plat, and description that the same may be duly Recorded as my Subdivision of the same. Witness my hand and Seal this Second day of March A.D. 1857.

J. H. Vajen.

State of Indiana } ss.
Marion County }

Before me William Beallind, a Justice of the Peace, me and for said County, on the 2nd day of March 1857, personally came John H. Vajen above named, and acknowledged to me the foregoing Subdivision Plat and Description.

Witness my hand and Seal at Indianapolis, Indiana, this 2nd day of March 1857.

For Inquiry Call
To Schedule Closing Call

jhvajen2-7

T I T L E I N S U R A N C E C O M P A N Y
a corporation of , herein called the Company

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

S C H E D U L E A

Policy or Policies to be issued:

COMMITMENT NO.	EFFECTIVE DATE	ALTA OWNER'S POLICY-1992 (ADOPTED 10-17-92)	ALTA LOAN POLICY-1992 (ADOPTED 10-17-92)
jhvajen		\$	\$

Proposed Insured - LOAN:

Proposed Insured - OWNERS:

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

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

Lot = in Vajen's Subdivision of Lots 1, 2, 3, 4, 5, and 6 in Square 21 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 2, page 7 in the Office of the Recorder of Marion County, Indiana.

SCHEDULE B

Commitment No. jhvajen2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- B. Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- C. Payment of all taxes, charges, assessments, levied and assessed against subject premises which are due and payable should be made.
- D. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- E. Any Owner's Policy issued pursuant hereto will contain under Schedule B the General Exceptions set forth below. Any loan policy will contain under Schedule B General Exceptions 1, 2 and 3 unless a satisfactory survey is furnished; General Exception 4 will appear unless satisfactory evidence is furnished that improvements and/or repairs or alterations thereto are completed and that all contractors, subcontractors, laborers and materialmen are paid.

General Exceptions:

- 1. Rights or claims of parties in possession not shown by the public records.
- 2. Encroachments, overlaps, boundary line disputes, or other matters which could be disclosed by an accurate survey or inspection of the premises.
- 3. Easements or claims of easements, not shown by the public records.
- 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Taxes or special assessments which are not shown as existing liens by the public records.

F. Special Exceptions:

- 1. Taxes for the year 1995 each half for \$= are assessed in the name of = due and payable in May and November 1996. = Township=-: Parcel #=. Assessed value: Land \$=; Improvements \$=; Exemptions \$=.

Solid waste collection assessment #GG=, in the amount of \$= each half.

- 2. May Installment of real estate taxes and solid waste collection assessment =paid.
- 3. November Installment of real estate taxes and solid waste collection assessment =paid.

(Continued)

4. Taxes for the year 1996 due and payable in 1997 are a lien not yet due and payable.
5. Note for Information Only: Information relative to current sewer use charges can be obtained from the Department of Public Works. (631-1431)
6. Provisions and limitations contained in the East Street Urban Renewal Project Area Redevelopment Plan of the Metropolitan Development Commission of Marion County, Indiana recorded July 3, 1979 as Instrument #79-47104, amended by Instrument recorded February 12, 1982 as Instrument #82-7370.
7. Covenants, conditions and restrictions set out in Lockerbie Townhomes Covenants and Easements Agreement recorded January 6, 1984 as Instrument #84-1493, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin. Violation thereof will not cause forfeiture or reversion of title.