

ORIGINAL
(To be sent to the Indiana Department of State Revenue to be on
Office of COUNTY TREASURER

Cause No. 5630
County of Bartholomew Columbus, Indiana, Sept. 17, 1954

RECEIVED of Opal Spangler Admr'x of the estate of Marion W. Tucker deceased (who died on or about July 13, 1954), the sum of One thousand eighty two 10/100 DOLLARS, being the amount of Inheritance or Transfer Tax due the State under the provisions of the Inheritance Tax Law, approved March 6, 1931, "Chapter 75, Acts 1931 as amended, and

the following Gifts, Inheritance, Bequests, Legacies, Devises and Successions, to-wit:

NAME	Relationship	Gift, Legacy, Transfer etc.	Amount of Tax	Interest
Opal Spangler	Daughter	23,000.00	230.00	
		25,000.00	500.00	
		13635.12	409.05	

RECEIVED FOR RECORD
This 2 day of Mar. A.D., 1955
at 9:00 o'clock AM. and
recorded in record 3 Page 239
Rosalyn C. Nolting
Recorder Bartholomew County

PAID
SEPT 17 1954
A R Weibel
Treas. Bartholomew County

RECEIVED
SEP 21 1954
DEPT. OF STATE REVENUE

OK ORB
Amount of Tax 3-1-55 1139.05
Discount (5% if paid within one year of date of accruing) 56.95
Interest...yrs.....mos.... days, at per cent. per annum
AMOUNT DUE STATE 1082.10

(DEPT. OF STATE REVENUE SEAL)
Countersigned: MAR 1 1955 19

A. R. Weibel
County Treasurer
By Pauline Chambers
Deputy Treasurer
George L. Denny
Inheritance Tax Administrator
By Lillie M. Scott
Deputy

Entered for record March 26, 1955 at 11:08 A.M.

Maudie E. Ryerson R.H.C.

No. 5849 ESTATE OF MARION W. TUCKER
BOOK 8 PAGE 160
Est-533 U. S. TREASURY DEPARTMENT
#1561 OFFICE OF THE DIRECTOR OF INTERNAL REVENUE
500 Century Building
36 South Pennsylvania Street
Indianapolis 4, Indiana

D:IND:A:F:EG:SGS

Estate of Marion W. Tucker
Date of death: July 13, 1954 October 29, 1954

Opal Spangler, Administratrix
715 Twenty-fifth Street
Columbus, Indiana

Dear Madam:

The Federal estate tax liability shown on the estate tax return, Form 706, filed for the above-named estate, has been determined to be correct, resulting in no deficiency in estate tax. The return has, accordingly, been accepted as filed.

Very truly yours,
Gary Campbell
Gary Campbell, District Director

RECEIVED FOR RECORD
This 2 day of Mar A.D. 1955 at 9:05 o'clock A.M.
and recorded in record 8 Page 160
Rosalyn C. Nolting
RECORDER BARTHOLOMEW COUNTY

Entered for record March 26, 1955 at 11:09 A.M.

Maudie E. Ryerson R.H.C.

No. 5962 DECLARATION OF COVENANTS

The undersigned, Donald E. Gray and Evelyn A. Gray, his wife and Otis James Gray and Eleanor Jane Gray, his wife, as owners and proprietors of Prairie Village, Section 1, an addition to the Town of Brownsburg, Hendricks County, Indiana, hereby certify that they have laid out, platted and subdivided the land included in said Addition in accordance with the verified plat of said Addition which has been duly approved and accepted by the Town Board of said Town of Brownsburg and the Brownsburg Planning Commission, recorded February 23, 1955, in the office of the Recorder of Hendricks County, Indiana, in Plat Book numbered 4.

That they do hereby establish and declare the following protective and restrictive covenants covering the sub-divided real estate, and more particularly described and identified by reference as Numbered Lots on the Plat of Prairie Village, Section 16, T12N, R10E, record in the plat book above mentioned.

1. -FULLY PROTECTED RESIDENTIAL AREA. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.

2.--BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In any event no dwelling shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line, except as shown on the recorded plat. The sum of the side yards shall equal not less than 20% of the lot width with a minimum width of 5 feet for either side yard, except that no side yard shall be required for a garage or other permitted accessory building located 25 feet or more from the minimum building setback line. For the purposes of this covenant, eaves, steps, and open porches shall not be construed to permit a portion of a building, on a lot to encroach upon another lot.

3.--DWELLING SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 850 square feet for a one-story dwelling.

4.-- No trailer, basement, tent, shack, garage, barn or other out-building located upon said property shall at anytime be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

5.--Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

6.-- Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage of disposable material shall be kept in a clean sanitary condition.

7.--Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 70 feet, except those lots shown on the recorded plat, and no dwelling shall be erected or placed on any lot having a minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet except that a dwelling may be erected or placed on lot numbered 64 as shown on the recorded plat.

8.--SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of rounded property corner from the tangent section of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

9.-- These covenants are to run with the land shall be binding on all parties.

for successive periods of 10 years unless an instrument signed by a majority of the owners of the lots that has been recorded, agreeing to change said covenants in whole or in part.

10.--Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

11.--Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties as owners and proprietors of the above described addition to the Town of Brownsburg, Indiana, have hereunto set their hands and seals this 23rd day of February, 1955.

Donald E. Gray
Donald E. Gray
Evelyn A. Gray
Evelyn A. Gray
Otis James Gray
Otis James Gray
Eleanor Jane Gray
Eleanor Jane Gray

STATE OF INDIANA)
) ss.
HENDRICKS COUNTY)

Before me, the undersigned Notary Public within and for said County and State, personally appeared Donald E. Gray and Evelyn A. Gray, husband and wife, and Otis James Gray and Eleanor Jane Gray, husband and wife, as owners and proprietors of the above described addition to the Town of Brownsburg, Indiana, and acknowledged the execution of the above Declaration of Covenants to be their voluntary act and deed. Witness my hand and notarial seal this 23rd day of February, 1955.

(SEAL) My commission expires June 21, 1957. Orville M. Sallee Jr.

Entered for record March 28, 1955 at 2:52 P.M. *Maudie E. Apperson* R.H.C.

No. 5972

AFFIDAVIT

STATE OF OKLAHOMA
) SS:
COUNTY OF Oklahoma)

Fred Mitchell, being first duly sworn upon his oath, deposes and says that he is a resident of Oklahoma County, in the State of Oklahoma.

Affiant further states that he is the surviving husband of Iva M. Mitchell, who died testate on the 28th day of November, 1918, a resident of Marion County, in the State of Indiana, and that the total assets of the estate of the said Iva M. Mitchell, including all personal property, real estate and insurance of every kind and character, did not exceed \$125.00. This affiant further states that the said Iva M. Mitchell at the time of her death was the owner of an undivided interest in real estate in Hendricks County, in the State of Indiana, described as follows, to-wit:

Part of the west one-half of the northeast quarter of section 11, township 15 north, range 1 east, in Hendricks County, Indiana, more particularly described as follows, to-wit: Beginning at the northwest corner of said half quarter section; thence south 00 degrees 08 minutes east in and along the west line thereof 1563.9 feet to the north right-of-way line of the C.C.C. & St. L. Railroad; thence continuing south 00 degrees 08 minutes east in and along said west line 120.4 feet to the south right-of-way line of said C.C.C. & St. L. Railroad; thence continuing south 00 degrees 08 minutes east in and along said west line 986.8 feet to the southwest corner of said half quarter section; thence east in and along the south line thereof 1288 feet to the southeast corner of said half quarter section; thence north 00 degrees 00 minutes west, in and

request, and within the last sixty (60) days.

EDWARDS BUICK COMPANY
R. L. Edwards owner

Entered for record April 2, 1956 at 12:48 P.M.

Maudie E. Peterson R.H.C.

No. 917 AFFIDAVIT

STATE OF INDIANA)
COUNTY OF HENDRICKS) SS:

I, Elizabeth Barnett, being first duly sworn on oath depose and say that John W. Barnett and Jack William Barnett named in Paragraphs one and two respectively of the Affidavit of Elizabeth Barnett executed and recorded May 26, 1952 in Misc. Record 32, Pages 81-82, Hendricks County Records are known to me to be one and the same person and that such individual is identical to and one and the same person as John B. Barnett who together with his wife, Martha A. Barnett and others executed a deed to Willard Kenneth Sutton and Minnie Louise Sutton, husband and wife, on April 22, 1953 recorded June 9, 1953 in Deed Record 166, Page 431, Hendricks County Records which Deed of Conveyance transferred to the grantees therein 43 feet of uniform width of and across the entire North side of Lot #17 in Edward C. Crawford's Addition to the Town of Plainfield, Indiana.

Further affiant sayeth not. Executed this 26th day of March, 1956, under my hand and seal.

Elizabeth Barnett (Seal)
(Elizabeth Barnett)

STATE OF INDIANA)
COUNTY OF HENDRICKS) SS:

Before me, Charles D. Johnson, a Notary Public in and for said County and State, personally appeared Elizabeth Barnett, who acknowledged the foregoing signature as her voluntary act on this 26th day of March, 1956.

(SEAL) My commission expires:
October 18, 1959

Charles D. Johnson (Seal)

Entered for Record April 3, 1956 at 7:17 A.M.

Maudie E. Peterson R.H.C.

No. 967 DECLARATION OF COVENANTS

The Undersigned, Hendricks County Development Company, Incorporated; by its President, Donald E. Gray, and Its Secretary-Treasurer, Evelyn A. Gray, as owners and proprietors of Prairie Village, Section 2, an addition to the Town of Brownsburg Hendricks County, Indiana, hereby certify that they have laid out, platted and subdivided the land included in said Addition in accordance with the verified plat of said Addition which has been duly approved and accepted by the Town Board of said Town of Brownsburg and the Brownsburg Planning Commission, recorded in the office of the Recorder of Hendricks County, Indiana, in Plat Book numbered 4, page 88.

That they do hereby establish and declare the following protective and restrictive covenants covering the sub-divided real estate, and more particularly described and identified by reference as Numbered Lots on the Plat of Prairie Village, Section 2 of record in the plat book above mentioned.

1. FULLY PROTECTED RESIDENTIAL AREA. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.

2. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In any event no dwelling shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line, except as shown on the recorded plat. The sum of the side yards shall equal not less than 20% of the lot width with a minimum width of 5 feet for either side yard, except that no side yard shall be required for a garage or other permitted accessory building located 25 feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps, and open porches shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

3. DWELLING SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 850 square feet for a one-story dwelling.

4. No trailer, basement, tent, shack, garage, barn or other out-building erected upon said property shall at anytime be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

6. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on the lot in sanitary containers. All incinerators or other equipment for storage of disposal of such material shall be kept in a clean sanitary condition.

7. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 70 feet, except those lots shown on the recorded plat, shall be erected on a minimum building set-back line nor shall any dwelling be erected or placed on a lot having an area of less than 8,000 square feet.

8. SIGHT DISTANT AT INTERSECTION. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of rounded property corners, the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be allowed to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the owners of the lots that has been recorded, agreeing to change said covenants, whole or in part.

10. Enforcement shall be by proceeding as law or in equity against any party or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

11. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the officers of said corporation, as owners and proprietors of the above described addition have hereunto set their hands and corporated seals this the 2nd day of May, 1955.

HENDRICKS COUNTY DEVELOPMENT COMPANY, INCORPORATED

(CORP SEAL)

By: Donald E. Gray
(Donald E. Gray) President

By: Evelyn A. Gray
(Evelyn A. Gray) Secretary-Treasurer

STATE OF INDIANA) SS:
HENDRICKS COUNTY)

Before me, the undersigned Notary Public within and for said County and State personally appeared Hendricks County Development Company Incorporated by Donald E. Gray, President and Evelyn A. Gray, Secretary-Treasurer, as owners and proprietors of the above described addition to the Town of Brownsburg, Indiana, and acknowledged the execution of the above Declaration of Covenants to be their voluntary act and deed. Witness my hand and notarial seal this 2nd day of May, 1955.

(SEAL) My commission expires:
October 28, 1957.

Otis James Gray

Entered for Record April 4, 1956 at 1:27 P.M.

Maudie E. Reynolds

No. 967-A

DECLARATION OF PAID-IN CAPITAL
OF
HENDRICKS COUNTY DEVELOPMENT CO., INC.

The undersigned directors of Hendricks County Development Co., Inc. (hereinafter referred to as the "Corporation"), which exists pursuant to the provisions of The Indiana General Corporation Act, as amended, desiring to perform all conditions precedent required by the Act to entitle the Corporation to transact business...

CLERK'S CERTIFICATE

STATE OF INDIANA) ss:
HENDRICKS COUNTY)

I, Adah M. Johnson, Clerk of the Circuit Court, in and for said County and State do hereby certify that the annexed and foregoing is a full, true and correct copy of FINAL DECREE ALLOWING FINAL ACCOUNT AND APPROVING DISTRIBUTION.

Estate of Nona Fay Brookshire (estate #7680)
as the same appears from the records on file in my office, which records, I, as Clerk, am the legal custodian thereof.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of said Court at Danville, Indiana, this 11th day of May 1956.

(COURT SEAL)

Adah M. Johnson
Clerk Hendricks Circuit Court

Transferred May 11, 1956.

Entered for record May 11, 1956 at 10:32 A.M.

Maudie E. Peterson

R.H.S.

No. 1733

DECLARATION OF COVENANTS

The undersigned, Donald E. Gray and Evelyn A. Gray, his wife and Otis James Gray and Eleanor Jane Gray, his wife as owners and proprietors of Prairie Village, Section 3, an addition to the Town of Brownsburg, Hendricks County, Indiana, hereby certify they have laid out, platted and sub-divided the land included in said Addition in accordance with the verified plat of said Addition which has been duly approved and accepted by the Town Board of said Town of Brownsburg and the Brownsburg Planning Commission, recorded May 9, 1956, in the office of the Recorder of Hendricks County, Indiana, in Plat Book numbered 4.

That they do hereby establish and declare the following protective and restrictive covenants covering the sub-divided real estate, and more particularly described and identified by reference as Numbered Lots on the Plat of Prairie Village, Section 3, in the plat book above mentioned.

1.--FULLY PROTECTED RESIDENTIAL AREA. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.

2.--BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In any event no dwelling shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line, except as shown on the recorded plat. The sum of the side yards shall equal not less than 25% of the lot width with a minimum width of 5 feet for either side yard, except that no side yard shall be required for a garage or other permitted accessory building located 10 feet or more from the minimum building setback line. For the purpose of this covenant eaves, steps, and open porches shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

3.--DWELLING SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 850 square feet for a one-story dwelling.

4.--No trailer, basement, tent, shack, garage, barn or other outbuilding erected upon said property shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

5.--Livestock and Poultry. No animals, livestock, or poultry of any kind shall

be kept provided that they are not kept, bred, or maintained for any commercial purpose.

6.--Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, Garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for storage of disposal of such material shall be kept in a clean sanitary condition.

7.--Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 70 feet, except those lots shown on the recorded plat, at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet except that a dwelling may be erected or placed on lot numbered 64 as shown on the recorded plat.

8.-- SIGHT DISTANCE AT INTERSECTION. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in any case of rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a drive-way or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

9.-- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date the covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the owners of the lots that has been recorded, agreeing to change said covenants in whole or in part.

10.- Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

11.- Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties as owners and proprietors of the above described addition to the Town of Brownsburg, Indiana, have hereunto set their hands and seals this 11th. day of May, 1956.

Donald E. Gray
Donald E. Gray
Evelyn A. Gray
Evelyn A. Gray
Otis James Gray
Otis James Gray
Eleanor Jane Gray
Eleanor Jane Gray

STATE OF INDIANA)
)ss.
HENDRICKS COUNTY)

Before me, the undersigned Notary Public within and for said County and State, personally appeared Donald E. Gray and Evelyn A. Gray, husband and wife, and Otis James Gray and Eleanor Jane Gray, husband and wife, as owners and proprietors of the above described addition to the Town of Brownsburg, Indiana, and acknowledge the execution of the above Declaration of Covenants to be their voluntary act and deed.

My commission expires April 20, 1960 (SEAL)

Thomas G. Bell Jr.

Andy Rodela

From: McGreevy, Todd [McGreevyT@CTT.com]
Sent: Wednesday, February 21, 2007 10:01 AM
To: Andy Rodela
Subject: UPDATE REQUEST / Hendricks Co / 390790
Importance: High
Attachments: 390790.pdf

UPDATE REQUEST

Chicago Title requires 24 hour turnaround

1st Update? YES #1

Chicago Title File: 390790

County: Hendricks

Property: 7793 CobbleSprings Drive, Avon, IN 46123

Services we need will be indicated with an "X":

XX Update from commitment date to current county date, please send copies of any new items you find.

 Please search additional name for judgments:

SHIPPING INSTRUCTIONS

(It is VERY IMPORTANT this request be returned ONLY to the fax number or email listed below, if not you are sending it to the wrong department)

Chicago Title Residential Service Desk

Email: servicedesk@ctt.com

Fax: (317) 684-3839

2/21/2007

nothing new

Cert 2-12-07