Form I.C.-120-BP LIMITED ACCESS

INDIANA STATE HIGHWAY COMMISSION

STATE OFFICE BUILDING INDIANAPOLIS 9, INDIANA RIGHT OF WAY GRANT

FUND	_I		
PROJECT	No.	65-3	

SECTION (17)120

PARCEL No.

Sheet.

PLANS ON SR. NO. I-65 SEC.

SEC. (17)120DATED 1961

7 , T 16 N , R 3 E Perm. R/W 113

48 Perm.

SQ. FT. XXXXX, MORE OR LESS, ACQUIRED

Descriptions are of parcels of land lying between the plan centerline and the plan right of way line on the above designated project

Measured distances along plan centerline are indicated by Station Number and plus.

Widths of parcels are indicated in feet, measured at a right angle from plan centerline at designated Station Number and plus; however, when Station Number and plus is followed by the letters P.L.; F.L.; F.D.; L.L. or C/LS. (indicating property line, Fence Line, Field Division, Lot Line and Centerline of Stream respectively) or other identifying notations, it shall mean that the boundary line follows said identified line from plan centerline to plan right of way line.

Above explanation is applicable only if centerline description is used.

Sta. to Sta. on (C/L) Mason Drive

The limited access provisons do not apply to the following described right of way. 19+93 to 20+00 SPL

More particularly described as follows:

The limited access provisions do not apply to the following described right of way.

Commencing at the Southeast corner of Tract 10 in Mason Acres, Survey of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana; the point of beginning of PARCEL NO. 48-PERMANENT RIGHT OF WAY:

Thence South 88 degrees 55 minutes West, 25.0 feet along the South property line of Grantor's land; thence North 1 degree 5 minutes West, 6.7 feet to the South boundary of Mason Drive; thence Southeasterly 26.2 feet along an arc to the Left and having a radius of 50.0 feet and subtended by a long chord having a bearing of South 76 degrees 5 minutes East, and a length of 25.9 feet along said boundary to the point of beginning and containing 113 square feet, more or less.

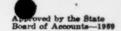
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ARCEL NO. 48Perm Pl	ROJECT NO.I-65-3(17)1	20 SHEET Of SHEETS
It is hereby agreed as part of the land constituting the home from the date first payment is	the total consideration as esite on the real estate ab s received, and \$	shown below that possession of the buildings and ove described will be surrendered within
The above and foregoing	grant is made in considerat	tion of payment of the sum of
ATM SECTION AND SECURE SECTION OF	Dollars (\$), which sum shall be paid or held in escroy
s specified to the order of		
360663, 4863646		entropy action to the
	(Give address of	f Payee)
ighway on said lands and to use naintaining said highway and does it may be used for the construction. Any and all timber, shrubbery of specifically reserved by special. When, by special provisions as nutually agreed and understood by md/or shrubs shall not constitute a room time to time by the Indiana. It is understood and agreed the binding. It is also mutually agreed by grant process and shall be binding until	greed that this conveyance tra any material lying within the s not convey any rights to any on or maintenance of such impro- tion, fences, buildings and all othe provision stated above, shall be a stated above, any trees and/o grantor and grantee, that such an obstruction to future constru- State Highway Commission through the transfer of this grant rantor and grantee that this is a specifically vacated by resolution	or physical improvements on the above granted right of way come the property of the State of Indiana. or shrubs are to be left standing on said right of way, it is a special provision is only for such period as the excepted tree ction or hazard to power lines or traffic as shall be determined ough its authorized representatives. The are stated above and that no verbal agreements or promise a permanent easement unless otherwise specified for Highway on by the Indiana State Highway Commission.
orther represent that there are not except as shown below, and that the pay them the amount herein stipular Grantor further agrees to assum ow a lien on said property. Integrate: The New August This grant is to be and become	e (is) or they (are) the sole of o encumbrances, leases, liens of by make this representation for ulated. The for the property described above a State Bank effective and binding from and	after its approval by the Indiana State Highway Commission
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State of Ind a, County of	ss:	
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My Commission expires	all the let another this or	Notary Public.
State of Indiana, County of	ss:	
Personally appeared before n	le	
		being duly sworn, upon their oath stated the
facts therein are true, this		, 19
Witness my hand and official		
My Commission expires	***************************************	Notary Public.
State of Indiana, County of	ss:	
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facts therein are true, this	day of	, 19
Witness my hand and official	seal.	
My Commission expires		Notary Public.
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State of Indiana, County of	ss:	
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facts therein are true, this		19 Стата
Witness my hand and official		
My Commission expires	A March Paris Land to the State of	Notary Public.
State of Indiana, County of	ss:	became The New Augusta State Boats
and acknowledged the execution	of the above agreement, and b	being duly sworn, upon their oath stated the
facts therein are true, this	day of	, 19
Witness my hand and official		
My Commission expires		Notary Public.
State of Indiana, County of	88:	
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facts therein are true, this		
Witness my hand and official		•
		Notary Public.
in the attached grant, is conveye	d, hereby releases from said n	e land of which the right of way described mortgage and/or lien said granted right of on therefor as directed in said grant, this
day of	, 19	
	(Seal)	(Seal)
***************************************	(Seal)	(Seal)
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State of	> ss:	A Table and
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release theday of		
Witness my hand and official		
My Commission expires		Notary Public.
		atoma ja motto.





APPRAISAL PARTIAL TAKING

PROJECT 1-65-3(17)120 F	ROAD_1-65	C	OUNTYMa	rion	PAR	CEL NO. 48
PROPERTY OWNER Edward	Erler	Marie Control of the	son Drive,	Indianapo	olis,	Indiana
Present Use Residential						e Residential
Acres .956			• ,			
Tillable Acres Square Feet 41.643	Value Per	r Tillable	Acre Schedule	e "A"		s 0.055
						. 4
Front Feet	Value Per	r Front F	oot Schedule "	'A"		. \$
VALUE — LAND Schedule "A"	"	\$	2.250	_ Tot	al	
VALUE — IMPROVEMENTS S	Schedule "B" .	\$_	16.000	Val	ue \$_	18 250
ZONED: Residential						
	VALU	E OF PA	RT TAKEN			
Land — Temporary R/W		@	,			9
Permanent R/W	113 sq.ft	t. @	\$0.055			Ψ
1 elmanent 10/ W)			
)			\$ 7
TIPDOLITINES O O O	1 ((7))					Y
IMPROVEMENTS — See Sched						
VALUE OF IMPROVEMENTS	IN R/W TAK	ING				. \$
Check here if Schedule "C" a valuation by the income approx		neted to s	now			
SEVERANCE DAMAGE (See	Memo Attache	d)				. \$
	110000	,				. 4
LIMITED ACCESS DAMAGE (See Memo Att	ached).				. \$
PROXIMITY DAMAGE		ia nom		fast		
from R/W. Will be				leet		
DAMAGES considered at			om K/W.			•
OTHER DAMAGES — Fence, T						. Ф
itemize (use separate sheet if n						. \$ 43
itemize (use separate sheet if i	leeded.)					· •
See attached she	et under Otl	her Dama	ges		_	
				Data	- Sig	med
		Apr	proved	Date	_	
		Rev. A	Appr.		10	~~~
		E at (5	11/02 0	+Y).	- Gross
		Asst. Chief		11/62	M	MA
		Circi	1	+		
					_	
Volum of Port 7	Poleon in alud					s 50
Value of Part T	taken includ	ing tempo	orary R/W.			Total Control Control
Value After Ta	iking — includ	ling tempo	rary R/W			\$ 18,000
Plus Amount S	Shown as Tem	porary R	/W			\$ -0-
Adjusted Resid	lual Value					\$ 18,000
Adjusted Resid	lual Value					\$ 18,000
Adjusted Resid	lual Value					\$ 18,000
•						· ·
In my opinion the new facility v						
the amount of \$_None	_ (See Memo	Attached)	. If no increa	ase in value,	write	word "none" in the
above blank space.						
I, hereby, certify that I have no						
certify that I have (have — have not)	personally	inspected	the improvem	ents on this	prope	rty.
(
Dated this 9th d	ay of April		19 62			
1 12.	t					
Appraiser	fran		B-13343 Number			
			Number			
Joseph F. Sexton						

671647

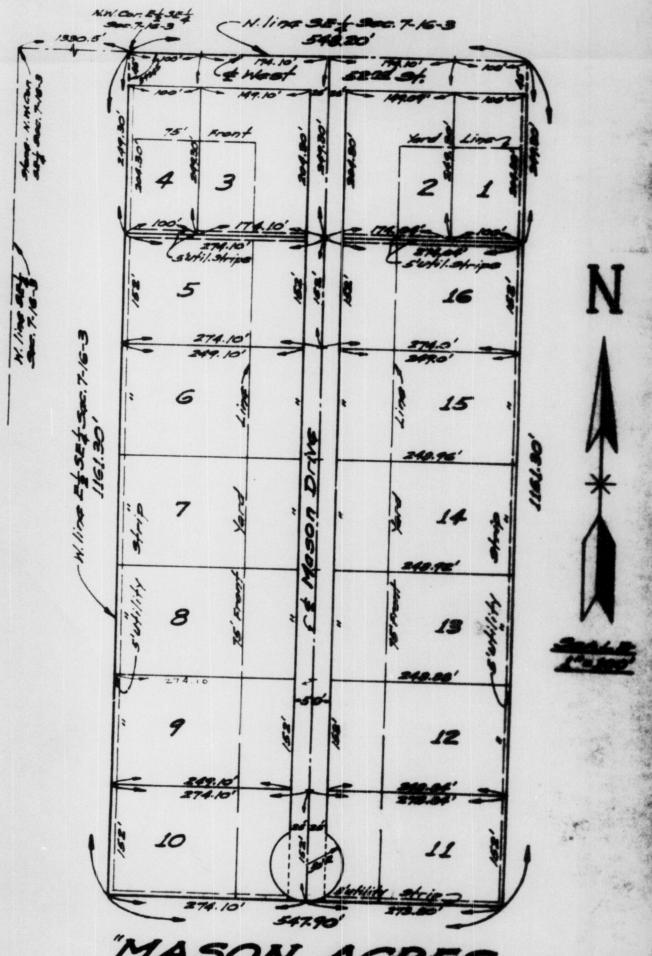
TITLE AND ENCUMBRANCE REPORT

RIGHT OF WAY DEPARTMENT

STATE HIGHWAY DEPARTMENT OF INDIANA

S. H.	1-05	PROJ.	1 65-3	(17)	С	CUNTY	Marion		
Names	on Plans	Edward Erler							
Names	in Trans Bo	ok Edward Er]	er						
===				1				_	
De	scription o	r Addition	Sec.	Twp.	Rge.	Acreage	Assess	sed	Value
Part	of the E 1/	2 SE 1/4	7	16	3	0.956	Land	\$	300.00
			-				Imp.	\$2,	000.00
			1				Total	\$2,	300.00
		LAST	CWNER CI	F RECCR	D		U.S.R.		
Deed R	ecord 1613	p. 475	Reco	orded_4	/13/19	56_Date	4/12/5	Wa 6De	rranty ed
Granto	r_ Arno	ld M. Mason & L	illian 1	. Maso	n, hus	band & wi	fe		
Grante	eEdwa	rd Erler							
Addres	s of Grante	e 5002 Mason	Dr., Ind	pls.,	Ind.	The ax-	1-7535		
			GAGE REC						
Mortga	ge Record 19	927 o. 52			10,000	.00	Dat	eď2	/24/1958
		rd J. Erler, un							
Mortga	gee The N	New Augusta Sta	te Bank						
JUDGME	NT RECCRD	Yes()N	one (\overline{x})	LI	S PEND	ENS RECOR	RD Yes(_)	None(x)
MISCEL	LANECUS REC	ORD Yes(x)N	one(<u> </u>	EA	SEMENT	S	Yes()	None (\overline{x})
If ansi	wer to any	of above is yes	, clarif	y on be	ack of	sheet or	on at	tac	hed sheet
TAXES	Curre	ent Paid (X)		De:	linque	nt ()			
			CERTIFIC	CATE					
transfe office shown judgmen	ers of the a of Recorder in this sear	d certify that above described r of the above rch to date, exer matter of reach.	real es county f cept as	tate as rom the otherw: reinbefo	s shows e date ise no ore rec	n by the of the et	record earlies that a or the	s i t e	n the ntry liens,
Dated t	this 10 d	day of Nov. 1	618A.	M. sy Abstra	Vactor	JE D	undin	dye	
Prel.	Approval of-	Title Date		Ву				_	
Final a	approval of	Abstract of Tit	tle Date	BY Deput	ty Atto	orney Gen	eral		

± 17226



MASON ACRES
SURVEY

671647 CAPTION Continuation of Abstract of Title to Part of the East Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as -1follows, towit: Beginning at a point on the West line of the East Half of the said Southeast Quarter Section, 1009.30 feet South of the Northwest corner thereof, and running thence south on and along the aforesaid West line, 152 feet to a point; thence East and parallel to the North line of the said East Half Quarter Section, 274.10 feet line of the said East Half Quarter Section, 274.10 feet to a point; thence North and parallel to the West line aforesaid, 152 feet to a point; thence West and parallel to the North line aforesaid, 274.10 feet to the place of beginning, containing in all, 0.956 Acres more or less. Subject to a strip of ground, 5 feet in width by parallel lines, off the entire West and South sides thereof which is hereby reserved as an easement for public utilities and drainage purposes and subject, also, to a strip of ground, 25 feet in width by parallel lines, off the entire East side thereof which is hereby reserved for highway purposes and public utilities. reserved for highway purposes and public utilities. Also known as Tract No. 10 in Mason Acres Survey as shown in Deed Record 1609, Instr. #17226, in the office of the Recorder of Marion County, Indiana. Also, Subject to any other legal highways or rights of way. Prepared for: State Highway Department of Indiana Land Record Walter H. Guion, and Quit Claim Deed 43 page 583 Emma O. Guion, his wife, and Sept. 28, 1904 Laura E. Guion, widow of Recorded William H. Guion, deceased Oct. 14, 1904 Elbert B. Guion -2-Partition of the lands of which said William H. Guion, deceased died seized. Beginning at the Southeast corner of the Southeast Quarter of Section 7, Township 16 North, Range 3 East; thence North on the East line of said Quarter Section 1439 feet to a point; thence north of west 785.5/10 feet to a point (said point being 1161.3/10) feet south of the north line of said quarter section) thence north 1161.3/10 feet to the north line of said quarter section; thence west along the said north line 548.2/10 feet to the northwest corner of the east half of said quarter section; thence south along the west line of said east half of said quarter section 2660.4/10 feet to the south -1-cjl -over-

671647 line of said quarter section; thence east along said south line of said quarter section 1333 feet to the place of beginning, containing 59/83/100 acres. (Also other real estate.) SHOWN FOR REFERENCE Cassius F. Glidewell and Anna B. Glidewell, husband and wife Warranty Deed Town Lot Record 1035 page 62 Inst. #18250 May 6, 1940 (No U. S. R.) Franier C. Glidewell and Recorded Martha Glidewell, May 8, 1940 husband and wife 116 feet by parallel lines off the West end of the following described tract: -3-Part of the Southeast Quarter of Section 7 Township 16 North, Range 3 East, and part of the Southwest Quarter of Section 8, Township 16 North, Range 3 East, more particularly described as follows: Beginning at the intersection of the north line of the southwest quarter of Section 8 and the center line of the southwest quarter of Section 8 and the center line of Guion Road, said point being 189.7 feet West of the Northeast corner of the west half of the southwest quarter of Section 8, Township 16 North, Range 3 East; thence in a Southeasterly direction along the center line of said Guion Road, 673.6 feet to a point in the East line of the West half of the Southwest quarter of Section 8, Township 16 North, Range 3 East, said point being 643.7 feet South of the Northeast corner of said half quarter section thence south along the east line of said half feet South of the Northeast corner of said half quarter section, thence south along the east line of said half quarter section and center line of Guion Road, 687.3 feet to a point; thence westwardly (along fence line as now located) 2132 feet to a point in the southeast quarter of Section 7, Township 16 North, Range 3 East; thence North (along fence line as now located) 1162.7 feet to a point in the north line of the southeast quarter of said Section 7, said point being 1878.7 feet East of the Northwest corner of said quarter section; thence East along the north line of the southeast quarter of said Section 7, 782.3 feet to the northeast corner of said Section 7, 782.3 feet to the northeast corner of said quarter section; thence continuing east along the north line of the southwest quarter of Section 8, Township 16 North, Range 3 East, 1146.3 feet to the place of beginning, containing an area of 59.2 acres, more or less. -2-cjl

671647 Elbert B. Guion, unmarried Town Lot Record Warranty Deed 1609 page 662 (U.S.R. \$8.25) Instr. #17227 Arnold M. Mason and Lillian I. Mason, Husband and Wife Ack. Mar. 5, 1956 A part of the East half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East more particularly described as follows: Recorded Mar. 12, 1956 -4-Beginning at the Northwest corner of the East Half of the Southeast Quarter of said Section and running thence East on and along the North line thereof, 548.2 feet to a point, said point being 1878.7 feet East of the Northwest corner of the said Southeast Quarter Section; thence South on and along the West line of the land conveyed by Cassius Glidewell et ux to Franier C. Glidewell et ux, as recorded in Deed Record 1035, page 62, Recorder's Office Marion County, Indiana, 1161.3 feet to a point; thence West and parallel to the North line of the said East Half Quarter Section aforesaid, 547.9 feet to the West line of the said East Half Quarter Section; thence North on and along the aforesaid West line, 1161.3 feet to the place of beginning, containing in all 14.61 Acres more or less. Subject, however to all legal highways and rights of way. Subject to restrictions and easements of record, if any. Subject to all unpaid taxes. Proper citizenship clause is attached. CERTIFICATE OF SURVEY I, the undersigned, hereby certify that the above plat is true and correct and represents a survey of Town Lot Record 1609 page 660 Instr. #17226 March 5, 1956 the following described property: A part of the East Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East of the Second Principal Meridian, Marion County, Indiana more particularly described as Recorded March 12, 1956 follows: Beginning at the Northwest corner of the East Half -5of the Southeast Quarter of said Section and running thence East on and along the North line thereof, 548.2 feet to a point, said point being 1878.7 feet East of the North-west corner of the said Southeast Quarter Section; thence South on and along the West line of the land conveyed by Cassius Glidewell et ux to Franier C. Glidewell et ux, as recorded in Deed Record 1635, Page 62, Recorder's Office, Marion County, Indiana, 1161.3 feet to a point; thence West and parallel to the North line of the said East half quarter Section aforesaid, 547.9 feet to the West line of the said East half quarter section; thence North on and along the aforesaid West line, 1161.3 feet to the place of beginning, containing in all, 14.61 acres more or less. -3-cjl -over-

671647 Subject, however, to all legal highways and rights of way. Bernard L. Woerner Registered Engineer #7196 State of Indiana All streets and roads on this plat, not heretofore dedicated, are hereby dedicated to the public. There are strips of ground, 5 feet in width, as shown on the above plat where are hereby reserved as easements for public utilities and drainage purposes. Arnold M. Mason Lillian I. Mason (Duly Acknowledged) Town Lot Record Arnold M. Mason and Warranty Deed 1613 page 475 Lillian I. Mason, (U.S.R. \$1.65) Inst. #25166 Apr. 12, 1956 husband and wife Edward Erler, unmarried Recorded A part of the East half of the Southeast quarter of Apr. 13, 1956 Section 7, Township 16 North, Range 3 East of the Second Principal Meridian, Marion County, Indiana, more parti--6cularly described as follows, to-wit:

Beginning at a point on the West line of the East half of the said Southeast quarter section, 1009.30 feet South of the Northwest corner thereof, and running thence south on and along the aforesaid West line, 152 feet to a point; thence East and parallel to the North line of the said East half-quarter section, 274.10 feet to a point; thence North and parallel to the West line aforesaid, 152 feet to a point; thence West and parallel to the North line aforesaid, 274.10 feet to the place of beginning, containing in all, 0.956 Acres more or less. Subject to a strip of ground, 5 feet in width by parallel lines, off the entire West and South sides thereof which is hereby reserved as an easement for public utilities and drainage purposes and subject, also, to a strip of ground, 25 feet in width by parallel lines, off the entire East side thereof, which is hereby reserved for highway purposes and public utilities.

Also known as tract No. 10 in Mason Acres Survey as shown in Deed Record 1609, Instr. #17226, in the office of the recorder of Marion County, Indiana.

Subject to all unpaid taxes beginning with installment due in November, 1956, also subject to all liens and assessments. Subject further to all legal highways, and rights of way and restrictions of record. rights of way and restrictions of record Subject also to these further restrictions; All dwellings shall contain a minimum of 1200 sq. ft. No dwelling shall be erected until the plans for same have been approved by a majority of the property owners in the Mason Acres Survey. Proper citizenship clause is attached. -4-cjl

671647 Edward J. Erler, unmarried Mortgage Record Mortgage 1927 page 52 Instr. #12245 (Title rest in Edward Erler who is one Feb. 24, 1958 and the same person) Recorded to Feb. 27, 1958 The New Augusta State Bank A part of the East Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East of the -7-Second Principal Meridian, more particularly described as follows: Beginning at a point on the west line of the said Half Quarter Section 1009.30 feet south of the Northwest corner thereof; running thence South on and along the aforesaid West line 152.0 feet to a point; thence East parallel with the North line of the said East Half Quarter Section 274.10 feet to a point; thence North parallel with the West line aforesaid 152.0 feet to a point; thence West parallel with the North line aforesaid 274.10 feet to the place of beginning, containing 0.956 Acres, more or less, subject, however to a strip of ground off the entire West and South sides hereof 5.0 feet in width reserved as an easement for public utilities and drainage purposes, and Subject further to a strip of ground 25.0 feet in Width off the entire East side hereof for highway purposes. To secure the payment, when the same shall respectively become due, of a promissory note of even date herewith calling for the principal sum of \$10,000.00, due on or before 10 years after date, payable at the rate of \$108.50, principal and interest beginning April 24, 1958, all of said Notes bearing interest at 5 1/2 per cent, per annum, payable semi-annually, until maturity, and all of said Notes being dated February 24, 1958, and all bearing interest at eight per cent per annum after all bearing interest at eight per cent per annum after maturity with attorney's fees. The New Augusta State Bank merged with The Indiana National Bank of Indianapolis, under the name of "The Indiana National Bank of Indianapolis", effective as of the close of business October 31, 1958. Complete text of said merger recorded November 12, 1958, in Miscellaneous -8-Record 614, page 515. -5-cjl

671647 Lien Record North Side Paving Company, Inc. Notice of Mechanic's 668 page 20 By, Bruce E. McCord, President Lien Instr. #94841 Dec. 15, 1960 to J. E. & B. I. Berck. G. & B. Kemp,
J. C. and J. B. Billheimer, Recorded Dec. 15, 1960 H. L. & B. L. Bevins, -9-C. & H. Rothkope, J. & M. Warren, G. & M. Finch, R. & M. Lewis, E. Erler, R. & J. Bettge, H. & M. McAllister, D. & M. Muirhead, H. M. & M. L. Taylor, B. Murphy, and J. & H. Schmidt and Arnold M. and Lillian I. Mason,
R. R. 17, Indianapolis, Ind.
"Mason Acres Survey" as recorded in Pike Twp. P.B.,-page 115 and pt. S.E. 1/4, Sec. 7-16-3 Marion County, Indiana. For the sum of \$1,756.00. Instrument shows name of person preparing same. Old Age Assistance Examination has been made, as to the persons in Search title subsequent to May 1, 1947, for liens shown by notices of Old Age Assistance, filed in the Office of the Recorder of Marion County, as provided by the Acts concerning Public Welfare, -10effective May 1, 1947. Juvenile Court Examination has been made, as to the persons named under the heading of Judgment Search, and for the period so specified under said search, for judgments, as appear from the General Judgment Dockets of the Search -11-Juvenile Court of Marion County, as said dockets are now entered up. Note: Search has been made for the 10 years last past as to the persons listed below, irrespective of dates given. -6-cjl

671647 Examination made for judgments entered against the following named parties, the search being made and limited according to the names exactly as set forth Judgment Search -12herein and not otherwise: from November 9, 1951 to and including Elbert B. Guion March 12, 1956 Arnold M. Mason and Lillian I. Mason, jointly and not individually from November 9, 1951 to and including April 13, 1956 and vs Edward Erler and for the 10 years Edward J. Erler last past and against none other. -13-Taxes for the year 1959 and prior years paid in full. Taxes for the year 1960 on the real estate for which this Abstract is prepared are assessed in the name of -14-Edward William Erler and are due and payable on or before the first Mondays in May and November of 1961. General Tax Duplicate No. 106193, Pike Township, Parcel No. 4049. May Installment \$38.89 Paid. November Installment \$38.89 Unpaid. Assessed Valuation; Land \$300.00 Improvements \$2000.00 Exemption \$1000.00 -15-Taxes for the year 1961 now a lien. -7-cjl

PARCEL NO 48 PERM PROJECT NO. I-65-3(7) ROAD.

I-65

MARION COUNTY : PIKE TOWNSHIP:

SECTION : 16N TR

R3E

OWNER : EDWARD ERLER DRAWN BY D.L.M. CHECKED BY
DEED RECORD 1613 PAGE 475 DTD, 4-12-56

CROSSHATCHED AREA IS APPROX.TAKE

1"=100" SCALE

