

It is hereby agreed as part of the total consideration as shown below that possession of the buildings and the land constituting the homesite on the real estate above described will be surrendered within _____ days from the date first payment is received, and \$_____ will be held in Escrow until said possession is given. Possession of the balance of the real estate will be given upon receipt of the first payment in the amount indicated herein.

The above and foregoing grant is made in consideration of payment of the sum of _____ Dollars (\$_____), which sum shall be paid or held in escrow as specified to the order of _____

(Give address of Payee)

The right of way hereby conveyed may be used, subject to the discretion of the grantee, for the establishment, construction, control and maintenance of a limited access facility as defined in the act of 1945 (Acts 1945, ch. 245, page 1113) and is subject to such regulations as therein provided and to such subsequent regulations or use as may be made, adopted or provided under or by law governing such facilities or highways in general.

It is further understood and agreed that this conveyance transfers only the right to make, construct and maintain such highway on said lands and to use any material lying within the above described limits suitable for use in constructing and maintaining said highway and does not convey any rights to any minerals or other substances underneath the surface, except as it may be used for the construction or maintenance of such improved highways.

Any and all timber, shrubbery, fences, buildings and all other physical improvements on the above granted right of way, not specifically reserved by special provision stated above, shall become the property of the State of Indiana.

When, by special provisions as stated above, any trees and/or shrubs are to be left standing on said right of way, it is mutually agreed and understood by grantor and grantee, that such special provision is only for such period as the excepted trees and/or shrubs shall not constitute an obstruction to future construction or hazard to power lines or traffic as shall be determined from time to time by the Indiana State Highway Commission through its authorized representatives.

It is understood and agreed that all provisions of this grant are stated above and that no verbal agreements or promises are binding.

It is also mutually agreed by grantor and grantee that this is a permanent easement unless otherwise specified for Highway purposes and shall be binding until specifically vacated by resolution by the Indiana State Highway Commission.

The undersigned Grantor's _____ being duly sworn, says that he, she (is) or they (are) the sole owner(s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or options of any kind or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the Indiana State Highway Commission to pay them the amount herein stipulated.

Grantor further agrees to assume for the property described above all taxes payable for current and prior years and any taxes now a lien on said property.

Mortgagee: The New Augusta State Bank

This grant is to be and become effective and binding from and after its approval by the Indiana State Highway Commission.

Land and improvements _____; Damages _____; Total consideration _____

_____	(Grantor)	_____	(Grantor)
_____	(Grantor)	_____	(Grantor)
_____	(Grantor)	_____	(Grantor)
_____	(Grantor)	_____	(Grantor)
_____	(Grantor)	_____	(Grantor)
_____	(Grantor)	_____	(Grantor)
_____	(Grantor)	_____	(Grantor)
_____	(Grantor)	_____	(Grantor)
_____	(Grantor)	_____	(Grantor)
_____	(Grantor)	_____	(Grantor)
_____	(Grantor)	_____	(Grantor)
_____	(Grantor)	_____	(Grantor)
_____	(Grantor)	_____	(Grantor)
_____	(Grantor)	_____	(Grantor)
_____	(Grantor)	_____	(Grantor)

Dated _____, 19_____

This instrument prepared and checked with project plans for Division of Rights of Way. BY _____

AMOUNT APPROVED _____ BY _____

THE ABOVE GRANT IS HEREBY ACCEPTED. STATE OF INDIANA

DESCRIPTION & FORM OK'D BY _____

PAID BY WARRANT NO. _____ DATED _____, 19_____

BY _____ Title _____ Indiana State Highway Commission DATE _____, 19_____

State of Indiana, County of _____ ss:

Personally appeared before me _____
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
facts therein are true, this _____ day of _____, 19_____

Witness my hand and official seal.

My Commission expires _____

Notary Public.

State of Indiana, County of _____ ss:

Personally appeared before me _____
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
facts therein are true, this _____ day of _____, 19_____

Witness my hand and official seal.

My Commission expires _____

Notary Public.

State of Indiana, County of _____ ss:

Personally appeared before me _____
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
facts therein are true, this _____ day of _____, 19_____

Witness my hand and official seal.

My Commission expires _____

Notary Public.

State of Indiana, County of _____ ss:

Personally appeared before me _____
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
facts therein are true, this _____ day of _____, 19_____

Witness my hand and official seal.

My Commission expires _____

Notary Public.

State of Indiana, County of _____ ss:

Personally appeared before me _____
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
facts therein are true, this _____ day of _____, 19_____

Witness my hand and official seal.

My Commission expires _____

Notary Public.

State of Indiana, County of _____ ss:

Personally appeared before me _____
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
facts therein are true, this _____ day of _____, 19_____

Witness my hand and official seal.

My Commission expires _____

Notary Public.

The undersigned owner of a mortgage and/or lien on the land of which the right of way described
in the attached grant, is conveyed, hereby releases from said mortgage and/or lien said granted right of
way, and do hereby consent to the payment of the consideration therefor as directed in said grant, this

_____ day of _____, 19_____

_____(Seal) _____(Seal)

_____(Seal) _____(Seal)

State of _____ }
County of _____ } ss:

Personally appeared before me _____
_____ above named and duly acknowledged the execution of the above
release the _____ day of _____, 19_____

Witness my hand and official seal.

My Commission expires _____

Notary Public.

APPRAISAL PARTIAL TAKING

PROJECT I-65-3(17)120 ROAD I-65 COUNTY Marion PARCEL NO. 47

PROPERTY OWNER Richard H. & Joyce Bettge, R.R. 2, Sharpesville, Indiana
Address

Present Use <u>Residential</u>	Best Present Use <u>Residential</u>	Best Future Use <u>Residential</u>
Acres <u>.956</u>	Value Per Acre (Average) Schedule "A"	
Tillable Acres _____	Value Per Tillable Acre Schedule "A"	
Square Feet <u>41,643</u>	Value Per Square Foot Schedule "A"	\$ <u>0.055</u>
Front Feet _____	Value Per Front Foot Schedule "A"	\$ _____

VALUE — LAND Schedule "A"	\$ <u>2.250</u>	Total
	<u>11.750</u>	
VALUE — IMPROVEMENTS Schedule "B"	\$ _____	Value \$ <u>14,000</u>

ZONED: Residential

VALUE OF PART TAKEN

Land — Temporary R/W	_____ @ _____	\$ _____
Permanent R/W	<u>113 sq.ft.</u> @ <u>\$0.055 per sq.ft.</u>	
	_____ @ _____	
	_____ @ _____	\$ <u>7</u>

IMPROVEMENTS — See Schedule "B"

VALUE OF IMPROVEMENTS IN R/W TAKING \$ _____

Check here if Schedule "C" has been completed to show a valuation by the income approach.

SEVERANCE DAMAGE (See Memo Attached) \$ _____

LIMITED ACCESS DAMAGE (See Memo Attached) \$ _____

PROXIMITY DAMAGE _____ is now _____ feet from R/W. Will be _____ feet from R/W.

DAMAGES considered at _____ % \$ _____

OTHER DAMAGES — Fence, Trees, Cuts, Fills, Etc. itemize (use separate sheet if needed.) \$ 43

See attached sheet under Other Damages

	Approved	Date	Signed
_____	Rev. Appr.		
_____	Asst. or Chief Appr.	<u>5/11/62</u>	<u>Henry Grose</u>

Value of Part Taken — including temporary R/W \$ 50

Value After Taking — including temporary R/W \$ 13,950

Plus Amount Shown as Temporary R/W \$ _____

Adjusted Residual Value \$ 13,950

In my opinion the new facility will create a Special Benefit to this property, thereby, increasing its value in the amount of \$ none (See Memo Attached). If no increase in value, write word "none" in the above blank space.

I, hereby, certify that I have no present or contemplated future interest in the above property. I, further, certify that I have personally inspected the improvements on this property.
(have — have not)

Dated this 27th day of March 19 62

Joseph F. Sexton B-13343
Appraiser Number
Joseph F. Sexton

TITLE AND ENCUMBRANCE REPORT

RIGHT OF WAY DEPARTMENT

STATE HIGHWAY DEPARTMENT OF INDIANA

S. R. I-65 PROJ. I 65-3 (17) COUNTY Marion

Names on Plans Richard & Joyce Bettge

Names in Trans Book Richard H. & Joyce L. Bettge

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Value
Part of the E 1/2 SE 1/4	7	16	3	0.956	Land \$ 350.00
					Imp. \$2,610.00
					Total \$2,960.00

LAST OWNER OF RECORD

U.S.R. \$1.10
Warranty

Deed Record 1628 p. 525 Recorded 8/6/1956 Dated 7/25/56 Deed

Grantor Arnold M. Mason & Lillian I. Mason, husband & wife

Grantee Richard H. Bettge & Joyce L. Bettge, husband & wife

Address of Grantee R.R. 17 Box 280, Indpls., Ind. 23

MORTGAGE RECORD

Mortgage Record 1938 p. 467 Amount \$8,700.00 Dated 5/21/58

Mortgagor Richard H. Bettge & Joyce L. Bettge, husband & wife

Mortgagee The New Augusta State Bank

JUDGMENT RECORD Yes () None () LIS PENDENS RECORD Yes () None ()

MISCELLANECUS RECORD Yes () None () EASEMENTS Yes () None ()

If answer to any of above is yes, clarify on back of sheet or on attached sheet

TAXES Current Paid () Delinquent ()

CERTIFICATE

I, the undersigned certify that the above and the attached copies include all transfers of the above described real estate as shown by the records in the office of Recorder of the above county from the date of the earliest entry shown in this search to date, except as otherwise noted, and that all liens, judgments and other matter of record hereinbefore requested for the same period are set forth.

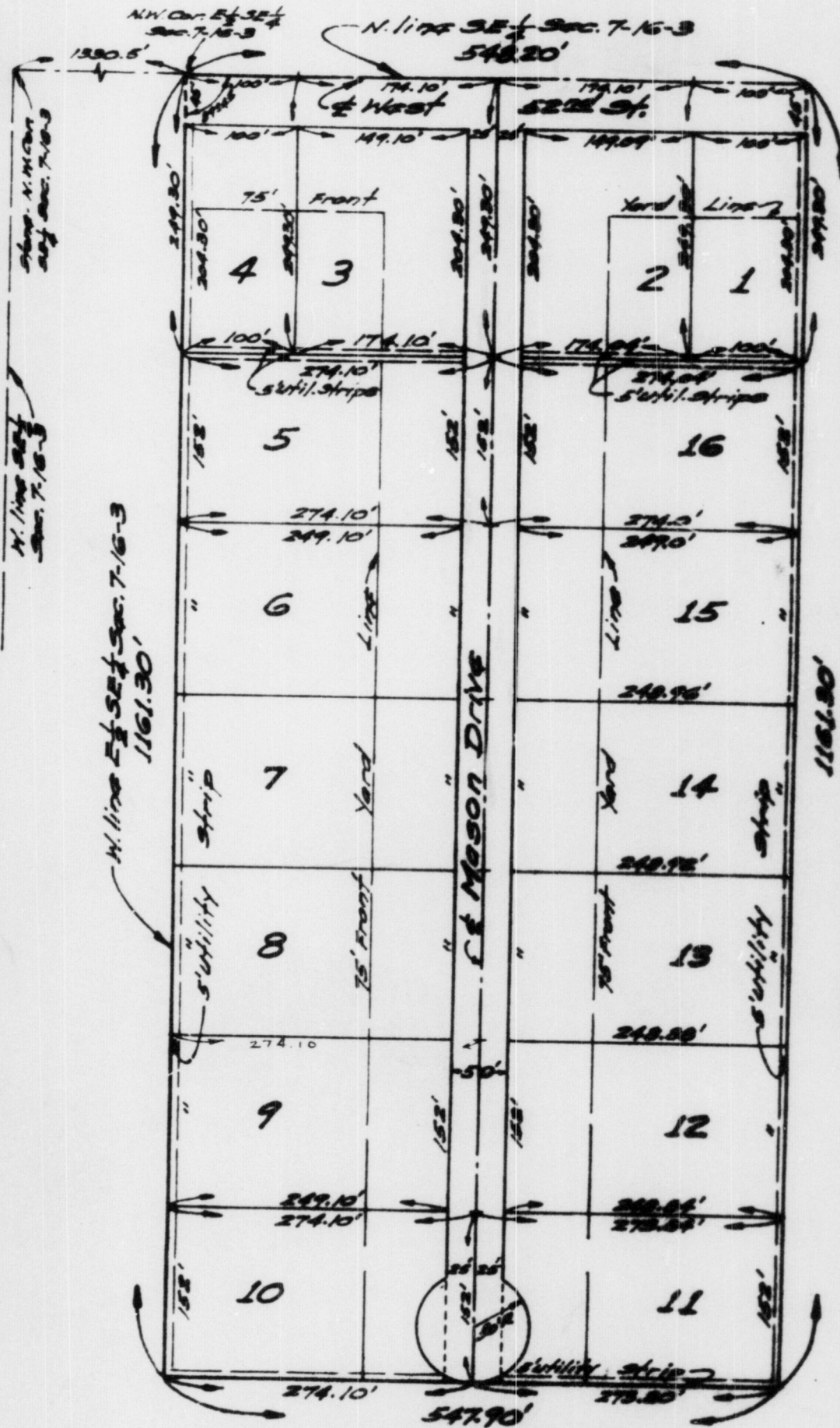
UNION TITLE CO.

Dated this 10 day of Nov. 1961 8 AM by Vern K. Boudridge
Abstractor

Prel. Approval of Title _____ Date _____ By _____
Deputy Attorney General

Final approval of Abstract of Title _____ BY _____
Date _____ Deputy Attorney General

17226



SCALE
1" = 100'

**"MASON ACRES
SURVEY"**

671646

CAPTION

-1-

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 follows, towit:

Beginning at a point 1009.30 feet South of the North line and 274.10 feet East of the West line of the said East Half Quarter Section and running thence South and parallel to the West line aforesaid, 152 feet to a point; thence East and parallel to the North line aforesaid, 273.80 feet to a point; thence North 152 feet to a point; thence West and parallel to the North line aforesaid, 273.84 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 East and South side 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 West side thereof which is hereby reserved for highway purposes and public utilities.

Also known as Tract #11 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
43 page 583
Sept. 28, 1904
Recorded
Oct. 14, 1904

Walter H. Guion, and
Emma O. Guion, his wife, and
Laura E. Guion, widow of
William H. Guion, deceased
to
Elbert B. Guion

Quit Claim Deed

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

-2-

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

Town Lot Record
1035 page 62
Inst. #18250
May 6, 1940
Recorded
May 8, 1940

Cassius F. Glidewell and
Anna B. Glidewell,
husband and wife
to
Franier C. Glidewell and
Martha Glidewell,
husband and wife

Warranty Deed
(No U. S. R.)

-3-

116 feet by parallel lines off the West end of the following described tract:

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 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 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 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.

671647

Town Lot Record
1609 page 662
Instr. #17227

Ack. Mar. 5, 1956
Recorded
Mar. 12, 1956

Elbert B. Guion, unmarried
to
Arnold M. Mason and
Lillian I. Mason,
Husband and Wife

Warranty Deed
(U.S.R. \$8.25)

A part of the East half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East more particularly described as follows:

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.

-4-

CERTIFICATE OF SURVEY

I, the undersigned, hereby certify that the above plat is true and correct and represents a survey of 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 follows:

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 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.

Town Lot Record
1609 page 660
Instr. #17226
March 5, 1956
Recorded
March 12, 1956

-5-

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
1628 Page 525
Instr. #53913
July 25, 1956
Recorded
Aug. 6, 1956

Arnold M. Mason and
Lillian I. Mason,
husband and wife

Warranty Deed
(U.S.R. \$1.10)

to
Richard H. Bettge and
Joyce L. Bettge,
husband and wife

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 follows, to wit:

Beginning at a point 1009.30 feet South of the North line and 274.10 feet East of the West line of the said East half Quarter Section and running thence South and parallel to the West line aforesaid, 152 feet to a point; thence East and parallel to the North line aforesaid, 273.80 feet to a point; thence North 152 feet to a point; thence West and parallel to the North line aforesaid, 273.84 feet to the place of beginning; containing in all, 01.956 acres, more or less. Subject to a strip of ground, 5 feet in width, by parallel lines off the entire East and South side 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 West side thereof which is hereby reserved for highway purposes and public utilities.

Also known as Tract #11 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 instalment due in November, 1956, also subject to all liens and assessments. Subject further to all legal highways, rights of way and restrictions of record.

Subject also to these further restrictions:

All dwellings shall have a minimum of 1200 square feet. No dwelling shall be erected until the plans for same have been approved by a majority of the property owners in Mason Acres Survey.

Proper citizenship clause is attached.

671646

Mortgage Record
1938 page 467
Inst. #33659
May 21, 1958
Recorded
June 6, 1958

Richard H. Bettge and
Joyce L. Bettge,
husband and wife
to

Mortgage

The New Augusta State Bank

A part of the East Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, in Marion County, Indiana, more particularly described as follows, to wit:

Beginning at a point 1009.30 feet South of the North line and 274.10 feet East of the West line of the said East Half Quarter Section, and running thence South and parallel to the West line aforesaid, 152 feet to a point; thence East and parallel to the North line aforesaid, 273.80 feet to a point; thence North 152 feet to a point; thence West and parallel to the North line aforesaid, 273.84 feet to the place of beginning, containing in all 0.956 acres more or less.

The above parcel is also known as Tract 11 in Mason Acres Survey, as shown in Deed Record 1609, page 660.

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 \$8700.00, due on or before ten years after date, payable at the rate of \$95.00 per month, principal and interest, beginning June 21, 1958 all of said Notes bearing interest at the rate of 5 1/2% per annum, payable monthly, until maturity, and all of said Notes being dated May 21, 1958, and all bearing interest at eight per cent per annum after maturity with attorney's fees.

-8-

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 Record 614, page 515.

671647

Lien Record
668 page 20
Instr. #94841
Dec. 15, 1960
Recorded
Dec. 15, 1960

North Side Paving Company, Inc.
By, Bruce E. McCord, President
to

Notice of Mechanic's
Lien

J. E. & B. I. Berck,
G. & B. Kemp,
J. C. and J. B. Billheimer,
H. L. & B. L. Bevins,
C. & H. Rothkops,
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.

-9-

RELEASE OF MECHANIC'S LIEN

Release Record
258 Page 147
Instr. #95940
Nov. 6, 1961
Recorded
Nov. 9, 1961

THIS CERTIFIES, That a certain Mechanic's Lien
executed by Bruce E. McCord, President North Side Paving
Company, Inc., to R & J Bettge, Tract #11 in Mason Acres
Survey on 15th day of December, 1961, calling for \$110.00,
and duly recorded in the Miscellaneous Records of Marion
County, State of Indiana, in Record No. 668, on page 20,
has been fully paid and satisfied, and the same is hereby
released.

WITNESS my hand, this 6th day of November, 1961.

NORTH SIDE PAVING COMPANY, INC. (-----)

By Lawrence H. Hinds, Secretary

(Duly Acknowledged)

Instrument shows name of person preparing same.

-10-

671646

Old Age Assistance
Search

-11-

Examination has been made, as to the persons in 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, effective May 1, 1947.

Juvenile Court
Search

-12-

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 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.

Judgment Search

-13-

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

Ernest R. Guion

from November 9, 1951
to and including
March 12, 1956

Arnold M. Mason
and
Lillian I. Mason
jointly and
not individually

from November 9, 1951
to and including
August 6, 1956

and vs

Richard H. Bettge
and
Joyce L. Bettge,
jointly and
not individually

for the 10 years
last past and
against none other.

671646

-14- Taxes for the year 1959 and prior years paid in full.

-15- Taxes for the year 1960 on the real estate for which this Abstract is prepared are assessed in the name of Richard H. and Joyce L. Bettge and are due and payable on or before the first Mondays in May and November of 1961.

General Tax Duplicate No. 105257, Pike Township,
Parcel No. 4047.

May Installment \$58.63 Paid.

November Installment \$58.63 Unpaid.

Assessed Valuation;

Land \$350.00 Improvements \$2610.00 Exemption \$1,000.00

-16- Taxes for the year 1961 now a lien.

PARCEL NO 47 PERM
PROJECT NO I-65-3(17)
ROAD. I-65

OWNER: RICHARD & JOYCE BETTGE
DRAWN BY D.L.M. CHECKED BY [CROSSHATCHED] AREA IS APPROX. TAKE
DEED RECORD 1628 PAGE 525 DTD, 7-25-56

COUNTY : MARION
TOWNSHIP : PIKE
SECTION : 7
T : 16N
R : 3E

