

Form I.C.-120-BP
Purchase Grant—
LIMITED ACCESS
Revised 5-61

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. 46 Perm.

Sheet 1 of 2 Sheets

This indenture witnesseth that the undersigned, as grantors and sole owners of land in Marion County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the State of Indiana to improve, hereby grant, bargain, warrant and convey to the State of Indiana, for Right of Way, lands as described below and located by surveys and shown on plans on file in the office of the Indiana State Highway Commission. The description from said plans of said right of way hereby granted is as follows:

PLANS ON SR. NO. I-65 SEC. I, PROJ. No. 65-3 SEC. (17)120 DATED 1961
SEC. 12, T. 16 N., R. 2 E. Perm. R/W 1.185 ~~SQ. FT.~~ ACRES, 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) S-2-A

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

	<u>LEFT</u>	<u>RIGHT</u>
54+10±EPL to 56+00	67.6± to 45	
56+00 to 55+50	175 to 205	
55+50 to 54+10±EPL	205 to 203.5±	
54+10±EPL to 55+00	318.5± to 320	
55+00 to 56+00	320 to 295	
56+00 to 56+50	295 to 260	
56+50 to 56+90	260 to 205	
56+90 to 57+00	50 to 35	
57+00 to 58+00	35 to PL (17)	

More particularly described as follows:

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

Commencing at the Northeast corner of the Southeast Quarter of Section 12, Township 16 North, Range 2 East, Pike Township, Marion County, Indiana; thence West along the North line of said Quarter Section 1312.86 feet; thence Southwardly along centerline of Moller Road 1162.40 feet; thence West 1352.1 feet to a point; thence North 1122.9 feet to the point of beginning of PARCEL NO. 46 PERMANENT RIGHT OF WAY:

Thence South 0 degrees 57 minutes East, 50.2 feet along the East property line of Grantor's lands; thence North 84 degrees 18 minutes West, 191.3 feet; thence South 0 degrees 57 minutes East, 130.0 feet; thence South 59 degrees 59 minutes East, 58.3 feet; thence North 88 degrees 25 minutes East, 140.0 feet to the East property line of Grantor's lands; thence South 0 degrees 57 minutes East, 115.1 feet along said property line; thence South 88 degrees 6 minutes West, 90.0 feet; thence North 76 degrees 55 minutes West, 103.1 feet; thence North 55 degrees 57 minutes West, 61.0 feet; thence North 36 degrees 59 minutes West, 68.0 feet; thence North 0 degrees 57 minutes West, 155.0 feet; thence North 34 degrees 38 minutes West, 18.0 feet; thence North 80 degrees 45 minutes West, 101.6 feet to the South boundary of 52nd Street; thence North 89 degrees 3 minutes East, 390.0 feet along said boundary to the point of beginning and containing 1.185 acres, more or less.

**DULY ENTERED
FOR TAXATION**

OCT 23 1962

Clem Smith
COUNTY AUDITOR

FEB 2 1962

Hirschy 8-2-62

PARCEL NO. 46 Permp PROJECT NO. I-65-3(17)120 SHEET 2 of 2 SHEETS.

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 ~~ten~~ days from the date first payment is received, and \$ ~~more~~ 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 Five Thousand Dollars (\$ 5000.00), which sum shall be paid or held in escrow as specified to the order of Albert F. & Erma C. Whisenand
John & Mary Annette Eagleson R.R. 17, Box 624,
Chicago Indianapolis
Ill.
(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. 2, 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: None

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

Land and improvements 2370.00 ; Damages 2630.00 ; Total consideration 5000.00

	<u>Albert F. Whisenand</u>	<u>adult</u>
(Grantor)	<u>ALBERT F. WHISENAND</u>	(Grantor)
(Grantor)	<u>Erma C. Whisenand</u>	<u>adult</u>
(Grantor)	<u>ERMA C. WHISENAND</u>	(Grantor)
(Grantor)	<u>John Eagleson</u>	<u>adult</u>
(Grantor)	<u>JOHN EAGLESON</u>	(Grantor)
(Grantor)	<u>Mary Annette Eagleson</u>	<u>adult</u>
(Grantor)	<u>MARY ANNETTE EAGLESON</u>	(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)

APPROVED	
Chief	<u>[Signature]</u>
Asst. Chief	<u>[Signature]</u>
Dep. Atty. Gen.	<u>[Signature]</u>
Control	<u>[Signature]</u>

Dated 7-10, 1962

This instrument prepared and checked with project plans for Division of Right of Way
BY [Signature]
FEB 2 1962

DESCRIPTION & FORM OK'D 8-2-62
BY [Signature]

AMOUNT APPROVED AUG 10 1962
BY [Signature]

PAID BY WARRANT NO. A095121
DATED 8/22/62 1962

THE ABOVE GRANT IS HEREBY ACCEPTED.
STATE OF INDIANA

BY [Signature]
Title

Indiana State Highway Commission
DATE 8-14- 1962

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.

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State of ^{ILLINOIS} ~~Indiana~~, County of Cook ss:

Personally appeared before me John Cooper and Mary Bennett Eagan and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 19th day of July, 1962.

Witness my hand and official seal.

My Commission expires _____

CHARLOTTE A. HUENBERG, NOTARY PUBLIC
My commission expires Dec. 14, 1963

Charlotte A. Huenberg
Notary Public.



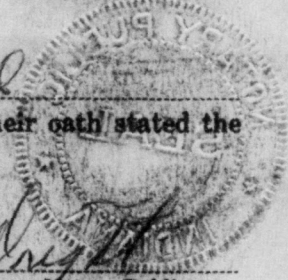
State of Indiana, County of Marion ss:

Personally appeared before me Albert F. & Donna C. Whisenand and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 10 day of July, 1962.

Witness my hand and official seal.

My Commission expires 12-1-62

Clarence B. Wright
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_____.

RECORDED AT _____ P.M.
MARION COUNTY, INDIANA
OCT 23 1962

DULY ENTERED FOR TAXATION
OCT 23 1962

Blenn Smith
COUNTY AUDITOR

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.

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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 ten days from the date first payment is received, and \$ 5000.00 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 Five Dollars (\$ 5000.00), which sum shall be paid or held in escrow

as specified to the order of Albert F. & Irma C. Whisenand
John & Mary Annette Eagleson RR 17, Box 674,
Chicago Indianapolis
Ill. Ind.

(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 (Act 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.

67 Mortgage: None This grant is to be and become effective and binding from and after its approval by the Indiana State Highway Commission.

Land and improvements 2370.00 ; Damages 2630.00 ; Total consideration 5000.00

(Grantor)	<u>Albert F. Whisenand</u>	(Grantor)
(Grantor)	<u>IRMA C. WHISENAND</u>	(Grantor)
(Grantor)	<u>IRMA E. WHISENAND</u>	(Grantor)
(Grantor)	<u>John Eagleson</u>	(Grantor)
(Grantor)	<u>JOHN EAGLESON</u>	(Grantor)
(Grantor)	<u>MARY ANNETTE EAGLESON</u>	(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)

APPROVED	
Chief	<u>[Signature]</u>
Asst. Chief	<u>[Signature]</u>
Dep. Atty. Genl.	<u>[Signature]</u>
Control	<u>[Signature]</u>

Dated 7-10 1962

This instrument prepared and checked with project plans for Division of Highways
 BY [Signature]
 DEC 9 1962

AMOUNT APPROVED AUG 10 1962
 BY [Signature]

THE ABOVE GRANT IS HEREBY ACCEPTED.
 STATE OF INDIANA

DESCRIPTION & FORM OF D. 8-2-62
 BY [Signature]

PAID BY WARRANT NO. HA9512V
 DATED 8/22/62 1962

BY [Signature]
 Title _____
 Indiana State Highway Commission
 DATE 8-14-1962

98583

(2)

ENVELOPE

State Highway

RECEIVED FOR RECORD

OCT 23 1962

and recorded in Page *391*

Record *958*
RECORDER MARION COUNTY