

112218

VOL 1965 # 690

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 1
PROJECT No. 65-3
SECTION (17)120

PARCEL No. 43 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. 1, 1 PROJ. No. 65-3 SEC. (17)120 DATED 1961

SEC. 12, T. 16 N, R. 2 E PERM. R/W 0.181 ~~SQUARE~~ 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"

TO

LEFT

RIGHT

THE LIMITED ACCESS PROVISIONS DO NOT APPLY TO THE FOLLOWING DESCRIBED RIGHT OF WAY.

42 + 61±E PL 43 + 00 27.2± TO 35
43 + 00. 45 + 50±W PL 35 TO 57.5±
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE LIMITED ACCESS PROVISIONS DO NOT APPLY TO THE FOLLOWING DESCRIBED RIGHT OF WAY.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 2 EAST, PIKE TOWNSHIP, MARION COUNTY, INDIANA; THENCE EAST 1701.57 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 2614.7 FEET TO A POINT; THENCE EAST 2156.9 FEET TO THE POINT OF BEGINNING OF PARCEL No. 43 PERMANENT RIGHT OF WAY.

THENCE SOUTH 0 DEGREES 57 MINUTES EAST, 10.4 FEET ALONG THE EAST PROPERTY LINE OF GRANTOR'S LANDS TO THE NORTH BOUNDARY OF 52ND STREET; THENCE SOUTH 89 DEGREES 3 MINUTES WEST, 289 FEET ALONG SAID BOUNDARY TO THE WEST PROPERTY LINE OF GRANTOR'S LANDS; THENCE NORTH 0 DEGREES 57 MINUTES WEST, 40.5 FEET ALONG SAID PROPERTY LINE; THENCE SOUTH 85 DEGREES 48 MINUTES EAST, 251 FEET; THENCE SOUTH 79 DEGREES 53 MINUTES EAST, 39.7 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.181 ACRE, MORE OR LESS.

**DULY ENTERED
FOR TAXATION**

NOV 30 1962

Clem Smith
COUNTY AUDITOR

*L. C.
9-24-62*

FEB 14 1962

[Signature] 10/19/62

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 Ten Thousand Dollars (\$10,000.00), which sum shall be paid or held in escrow as specified to the order of Thurman Cave Lela M. Cave 5206 West 52nd. St. Indianapolis, Indiana (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 GRANTORS 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 \$470.00; Damages \$9,530.00; Total consideration \$10,000.00

Handwritten signatures of Thurman Cave and Lela M. Cave. A table lists grantors: Thurman Cave (Husband, Adult), Lela M. Cave, and Lela M. Cave (Wife, Adult). An 'APPROVED' stamp lists Chief, Asst. Chief, Dep. Atty. Gen'l, and Control.

DULY ENTERED FOR TAXATION

NOV 30 1962

Handwritten signature of Glenn Smith, County Auditor.

Dated September 24th, 1962

This instrument prepared and checked with project plans for Division of Right of Way. BY FEB 14 1962

AMOUNT APPROVED NOV 7 1962 BY Charles J. Shuck Chief Div. L.A.

THE ABOVE GRANT IS HEREBY ACCEPTED. STATE OF INDIANA

DESCRIPTION & FORM OK'D 10-8-62 BY

PAID BY WARRANT NO. A 109716 DATED Nov. 16, 1962

BY Charles M. Dawson 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.

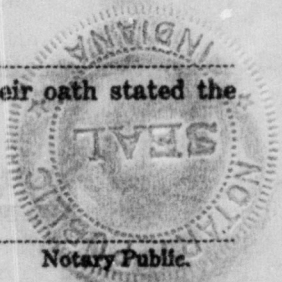
My Commission expires _____ Notary Public. 691

State of Indiana, County of Marion ss:

Personally appeared before me Thurman Cave and Lela M. Cave and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 24th day of September, 1962

Witness my hand and official seal.

My Commission expires Oct. 1st. 1963 E.R. Souder 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)

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.

RECORDED AT 11/10
MARION COUNTY, INDIANA

NOV 30 1962
Record 1965
Page 690

3

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE
 INDIANAPOLIS, INDIANA

November 27, 19 62

To Thurman & Lela M. Cave
 5206 W. 52nd. Street
 Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A 109716 11-16 19 62
 in settlement of the following vouchers:

DESCRIPTION	AMOUNT	
Purchase For the purchase of Right of Way on State Road No. I-65 in Marion County I Project 65-3 Section (17) as per Grant dated Sept. 24, 1962 Parcel 43 Perm.	10,000	.00

PLEASE RECEIPT AND RETURN

Received Payment: *Lela M. Cave*
 Date: *Nov. 28th - 62*

APPRAISAL PARTIAL TAKING

PROJECT I-65-3(17)120 ROAD I-65 COUNTY Marion PARCEL NO. 43

PROPERTY OWNER Thurman & Lela M. Cave, 5206 West 52nd Street, Indianapolis
Address

Present Use <u>Residential</u>	Best Present Use <u>Residential</u>	Best Future Use <u>Residential</u>
Acres <u>1.6</u>	Value Per Acre (Average) Schedule "A"	<u>\$2,600</u>
Tillable Acres	Value Per Tillable Acre Schedule "A"	
Square Feet	Value Per Square Foot Schedule "A"	\$
Front Feet	Value Per Front Foot Schedule "A"	\$

VALUE — LAND Schedule "A"	\$ <u>4,160</u>	Total
VALUE — IMPROVEMENTS Schedule "B"	\$ <u>26,290</u>	Value \$ <u>30,450</u>

ZONED: Business and Agricultural

VALUE OF PART TAKEN

Land — Temporary R/W	@	\$
Permanent R/W	<u>0.181 acres</u> @ <u>\$2,600</u>	
	@	
	@	\$ <u>470</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 see attached report feet from R/W. Will be feet from R/W.

DAMAGES considered at % \$ 6,595

OTHER DAMAGES — Fence, Trees, Cuts, Fills, Etc. itemize (use separate sheet if needed.) \$ 530

Fill 2,355

	Approved	Date	Signed
	Rev. Appr.		
	Asst. or Chief Appr.	<u>5/17/62</u>	<u>John J. [Signature]</u>

Value of Part Taken — including temporary R/W \$ 9,950

Value After Taking — including temporary R/W \$ 20,500

Plus Amount Shown as Temporary R/W \$ ---

Adjusted Residual Value \$ 20,500

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 28th day of March 19 62

Edward L. White
Appraiser Edward L. White B-11725
Number

This report to be completed in triplicate on each call. One copy to be inserted in parcel - one to be forwarded to office with weekly report - one copy to property owner.

BUYERS REPORT

PROJECT F-65-3(17) PARCEL # 43

OWNER Thurman Cove PHONE # _____

Lela Cove

(Other interested parties and relationship)
O.C. Davis Lumber Co.

ADDRESS OF OWNER 5202 W. 52nd St. Indpls.

DATE ASSIGNED 9-24-62

DATE OF CONTACT 10-3-62

TIME OF CONTACT 11:00 Am.

DATE OF PREVIOUS CONTACT _____

OFFER \$ _____

DETAIL CONTACT* Contacted Chas. Davis to secure Lien release. Mr. Davis refused to sign affidavit due to being incorrect.

ACTION TAKEN** _____

SIGNED E.R. Gouder

* Showed plans, walked over property, etc.
** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.
If area set out does not have space enough, please use back of sheet.

This report to be completed in triplicate on each call. One copy to be inserted in parcel - one to be forwarded to office with weekly report - one copy to property owner.

BUYERS REPORT

PROJECT F-65-3(17) PARCEL # 43

OWNER Thurman Case PHONE # _____

Lela Case

(Other interested parties and relationship)

O. E. Davis Lumber Co.

ADDRESS OF OWNER 5202 W. 52nd St.

DATE ASSIGNED 9-24-62

DATE OF CONTACT 10-4-62

TIME OF CONTACT 11:00 AM

DATE OF PREVIOUS CONTACT 10-3-62

OFFER \$ _____

DETAIL CONTACT* C. contacted Mrs. Davis and secured affidavit to release land. Parcel complete

ACTION TAKEN** _____

SIGNED E. R. Souder

* Showed plans, walked over property, etc.
** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.
If area set out does not have space enough, please use back of sheet.

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BUYERS REPORT

PROJECT I-65-3 (17) PARCEL # 43

OWNER Thurman Case PHONE # _____
Selma Case

(Other interested parties and relationship)

none

ADDRESS OF OWNER 5206 W. 52nd St. Indpls

DATE ASSIGNED 9-24-62

DATE OF CONTACT 9-24-62

TIME OF CONTACT 8:30 P.m.

DATE OF PREVIOUS CONTACT 1st.

OFFER \$ 10,000.00

DETAIL CONTACT* Parcel secured and complete

ACTION TAKEN** _____

SIGNED E. R. Sanders

* Showed plans, walked over property, etc.
** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.
If area set out does not have space enough, please use back of sheet.

This report to be completed in triplicate on each call. One copy to be inserted in parcel - one to be forwarded to office with weekly report - one copy to property owner.

BUYERS REPORT

PROJECT I-65-3(17) PARCEL # 43

OWNER Thurman Case PHONE # AX. 3-0918

Lela Case
(Other interested parties and relationship)

ADDRESS OF OWNER 5206 W. 52nd. St. Indpls.

DATE ASSIGNED 9-4-62

DATE OF CONTACT 9-27-62

TIME OF CONTACT _____

DATE OF PREVIOUS CONTACT _____

OFFER \$ _____

DETAIL CONTACT* contacted Davis Lumber Co. regarding trees on above parcel. They will clear this up by Mon. 10-1-62

ACTION TAKEN** _____

SIGNED E. R. Souders

* Showed plans, walked over property, etc.
** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.
If area set out does not have space enough, please use back of sheet.

This report to be completed in triplicate on each call. One copy to be inserted in parcel - one to be forwarded to office with weekly report - one copy to property owner.

BUYERS REPORT

PROJECT I 65-3-17 PARCEL # 43
OWNER Thurman Cave PHONE # AX3-0918

(Other interested parties and relationship)

ADDRESS OF OWNER 5206-52nd St Indianapolis Indiana
DATE ASSIGNED 7-30-62 On Renigo.
DATE OF CONTACT 8-23-62
TIME OF CONTACT 4:00 PM
DATE OF PREVIOUS CONTACT 8-14-62

OFFER \$ 10,000⁰⁰

DETAIL CONTACT* Talked with Mrs. Cave on the phone
She said the attorney wanted to present
his views on value of take. To whom
I do not know. I consider this a
deliberate stall. Mrs. Cave was informed it would be
Continued

ACTION TAKEN** Will condemn.

SIGNED Yorman Edwards

* Showed plans, walked over property, etc.
** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.
If area set out does not have space enough, please use back of sheet.

This report to be completed in triplicate on each call. One copy to be inserted in parcel - one to be forwarded to office with weekly report - one copy to property owner.

BUYERS REPORT

PROJECT I 65-3-47 PARCEL # 43
OWNER J. E. & L. Cave PHONE # AX 3-0918

(Other interested parties and relationship)

ADDRESS OF OWNER 5206 W. 52nd St. Indianapolis, Ind.
DATE ASSIGNED 7-30-62 Back from Appraisal
DATE OF CONTACT 7-31-62
TIME OF CONTACT 7:30 P.M.
DATE OF PREVIOUS CONTACT 6-6-68-6-27

OFFER \$ 9,225.⁰⁰

DETAIL CONTACT* Mr & Mrs Cave were disappointed on offer of second appraisal which was less.

ACTION TAKEN** The Cave's will contact their attorney and call me at the office.

SIGNED Roman Edwards

* Showed plans, walked over property, etc.
** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.
If area set out does not have space enough, please use back of sheet.

This report to be completed in triplicate on each call. One copy to be inserted in parcel - one to be forwarded to office with weekly report - one copy to property owner.

BUYERS REPORT

PROJECT I65-3-17
~~I-165-4-58~~ PARCEL # 43
OWNER Thurman Cave PHONE # AX 3-0918

(Other interested parties and relationship)

ADDRESS OF OWNER 5206 W. 52nd St. Indianapolis, Indiana
DATE ASSIGNED 7-30-62
DATE OF CONTACT 8-14-62
TIME OF CONTACT 3:00 PM
DATE OF PREVIOUS CONTACT 8-9-62

OFFER \$ 10,000⁰⁰

DETAIL CONTACT* Called for Mr Ed Mrs Cave's final answer on accepting offer.
Their attorney had been away and they had been able to contact him.

ACTION TAKEN** I told them that we must have an answer soon.

SIGNED Yoman Edwards

* Showed plans, walked over property, etc.
** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.
If area set out does not have space enough, please use back of sheet.

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BUYERS REPORT

PROJECT I 65-3-(17) PARCEL # 43
OWNER Thurman Cave PHONE # AX 3-0918

(Other interested parties and relationship)

ADDRESS OF OWNER 5206 W. 52nd St. Indianapolis, Indiana

DATE ASSIGNED 5-17-62

DATE OF CONTACT 6-27-62 7:30 PM.

TIME OF CONTACT 7:30 PM

DATE OF PREVIOUS CONTACT 6-6-62 - 6-8-62

OFFER \$ 10,000⁰⁰

DETAIL CONTACT* This meeting for answer from Cave's on above offer. The Caves stated they wanted \$13,000⁰⁰

ACTION TAKEN** Condemned on first appraisal

SIGNED Thurman Edwards

* Showed plans, walked over property, etc.
** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.
If area set out does not have space enough, please use back of sheet.

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BUYERS REPORT

PROJECT I 65-3-17 PARCEL # 43

OWNER Thurman Ed Lela Cave PHONE # AX 3-0918

(Other interested parties and relationship)

ADDRESS OF OWNER 5206 West 52nd St., Indianapolis, Indiana

DATE ASSIGNED 5-17-62

DATE OF CONTACT 6-8-62

TIME OF CONTACT 10:30 AM,

DATE OF PREVIOUS CONTACT 6-6-62

OFFER \$ 10000⁰⁰

DETAIL CONTACT* Met with Mr & Mrs Cave on project along with their attorney Mr. Joseph C. Wallace. Explained take to attorney and the Cave's. Mr Wallace wanted 2 weeks to study offer and will give answer on offer.

ACTION TAKEN**

SIGNED Yoman Edwards

* Showed plans, walked over property, etc.

** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc. If area set out does not have space enough, please use back of sheet.

This report to be completed in triplicate on each call. One copy to be inserted in parcel - one to be forwarded to office with weekly report - one copy to property owner.

BUYERS REPORT

PROJECT I 65-3-(17) PARCEL # 43

OWNER Thurman Ed Lela Cave PHONE # AX 3-0918

(Other interested parties and relationship)

ADDRESS OF OWNER 5206 West 52nd St. Indianapolis, Indiana

DATE ASSIGNED 5-17/62

DATE OF CONTACT 6-6-62

TIME OF CONTACT 8:30 PM

DATE OF PREVIOUS CONTACT FIRST

OFFER \$ 10,000⁰⁰

DETAIL CONTACT* Mr Ed Mrs Cave were very receptive, walked take and discussed elevation with them. Made offer. The Caves wanted to contact their lawyer and will call office Thursday for appointment.

ACTION TAKEN**

SIGNED Norman Edwards

* Showed plans, walked over property, etc.
** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.
If area set out does not have space enough, please use back of sheet.

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BUYERS REPORT

PROJECT I65-3-(17) PARCEL # 43
OWNER Thurman Ed Lela Cave PHONE # AX 3-0918

(Other interested parties and relationship)

ADDRESS OF OWNER 5206 West 52nd St, Indianapolis, Ind
DATE ASSIGNED 5-17-62
DATE OF CONTACT 6-8-62
TIME OF CONTACT 10:30 AM.
DATE OF PREVIOUS CONTACT 6-6-62

OFFER \$ 10,000⁰⁰

DETAIL CONTACT* Met with Mrs and Mr Cave and their attorney. Discussed take and answered questions on fill-grade, width of road driveway ramps etc.

ACTION TAKEN** The lawyer will study offer and report to Cave's on his opinion of offer.

SIGNED Thurman Edwards

* Showed plans, walked over property, etc.

** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.

If area set out does not have space enough, please use back of sheet.

This report to be completed in triplicate on each call. One copy to be inserted in parcel - one to be forwarded to office with weekly report - one copy to property owner.

BUYERS REPORT

PROJECT I 65-3-17 PARCEL # 43
OWNER Thurman Ed Lela Cave PHONE # AX 3-0918

(Other interested parties and relationship)

ADDRESS OF OWNER 5206 West 52nd St. Indianapolis, Indiana
DATE ASSIGNED 5-17/62
DATE OF CONTACT 6-6-62
TIME OF CONTACT 8:30 PM
DATE OF PREVIOUS CONTACT FIRST

OFFER \$ 10,000⁰⁰

DETAIL CONTACT* Mr & Mrs Cave were very receptive. Walked take and discussed situation with them. Made offer. The Caves wanted to contact their lawyer and will call office Thursday for appointment.

ACTION TAKEN**

SIGNED Norman Edwards

* Showed plans, walked over property, etc.
** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.
If area set out does not have space enough, please use back of sheet.

670418
670419

TITLE AND ENCUMBRANCE REPORT

RIGHT OF WAY DEPARTMENT

STATE HIGHWAY DEPARTMENT OF INDIANA

S. R. 65

PROJ. I 65-3 (17)

COUNTY Marion

Names on Plans H. M. Boughton & D. F. Hays

Names in Trans Book Thurman & Lela M. Cave

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Value
Part of the N. E. 1/4	12	16	2	1.6 Ac.	Land \$ 300.00
					Imp. \$4530.00
					Total \$4830.00

LAST OWNER OF RECORD

U.S.R. \$15.95

Deed Record 1680 p. 577 Recorded 10/9/57 Dated 10/9/57 ^{Warranty} Deed

Grantor Herman W. Boughton & Mary Elizabeth Boughton, husband & wife

Grantee Thurman Cave & Lela M. Cave, husband & wife

Address of Grantee 3600 Lafayette Rd., Indpls. 22, Ind.

MORTGAGE RECORD

Mortgage Record _____ p. _____ Amount _____ Dated _____

Mortgagor None

Mortgagee _____

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.

Dated this 27 day of Oct 1961, 8 AM BY John E. Lundridge
Abstractor

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

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

670418
670419

CAPTION

Continuation of Abstract of Title to Part of the Northeast Quarter of Section 12, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows, towit:

-1-

Beginning at a point in the South line of the said Quarter Section 858.5 feet East of the Southwest corner thereof, thence running due North 322.0 feet; thence east parallel with the South line of the said Quarter Section 135.3 feet; thence due South 153.0 feet; thence East parallel with the South line of the said Quarter Section 154.0 feet; thence due South 169.0 feet to the South line of the said Quarter Section; thence west upon and along the said South line 289.3 feet to the place of beginning, containing 1.6 acres, more or less.

Subject to any legal highways or rights of way.]

Prepared for: State Highway Department of Indiana

Land Record
72 page 338
Jan. 10, 1922
Recorded
Jan. 10, 1922

David S. Ruse,
unmarried
to
Wesley E. Pruitt and
Mossella Pruitt,
husband and wife

Warranty Deed

-2-

Part of the North East Quarter of Section 12, Township 16 North, Range 2 East, described as follows:
Commencing on the South line of said Quarter Section at a point 858.5 feet east of the South West corner thereof, and running north 803 feet to the center line of Lafayette Gravel Road; thence southeastwardly with the center line of said Gravel Road 994-5/10 feet to the intersection of the south line of said Quarter Section; thence West on said South line 593 feet, more or less, to the place of beginning, containing 5-46/100 acres.

670418
670419

-3-

Wesley E. Pruitt died intestate February 18, 1926, as appears at a subsequent entry herein.

-4-

NOTE: No letters of administration issued in the Clerk's Office of Marion County, Indiana, upon an Estate of Wesley E. Pruitt, deceased.

Misc. Record
250 page 488
Inst. #17546
Oct. 14, 1933
Recorded
Oct. 16, 1933

-5-

STATE OF INDIANA, COUNTY OF MARION, SS:

Mossella Pruitt, being first duly sworn, upon oath, says that she is the owner of Part of the Northeast Quarter of Section 12, Township 16 North, Range 2 East, Marion County, Indiana, containing 4.46 acres more or less, that she was well acquainted with Henry C. Heim, who formerly owned said described land; that at the time of his death, he left surviving him as his sole and only heir, one son, John F. Heim.

Affiant further says that she was well acquainted with David S. Ruse, who formerly owned said described tract of ground, as shown in Deed Record Lands 72 on page 326; that he was one and the same person as David Ruse.

Affiant further says that her husband Wesley E. Pruitt died in Marion County, Indiana, on February 18, 1926.

Mossella Pruitt

Subscribed and sworn to before me this 14th day of October, 1933.

Ruby Johnson (LS)
Notary Public

My commission expires September 25, 1936.

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Town Lot Record
1094 page 42
Inst. #27699
July 7, 1942
Recorded
July 10, 1942

Mossella Pruitt
(Signed Sella Pruitt,
Mossella Pruitt)
a widow and unmarried
to
Hazel Pearl Pruitt

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

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A part of the Northeast Quarter of Section 12, Township 16 North, Range 2 East, described as follows:
Commencing on the South line of said Quarter Section at a point 858.5 feet East of the Southwest corner thereof; running thence North 322 feet; thence East 361.5 feet to the center of the Lafayette Road; thence in a southeasterly direction on the center line of said Road 506 feet to the intersection of the South line of said Quarter Section; thence West on the South line thereof 593 feet, more or less, to the place of beginning.
(Also other real estate).

The grantor reserves the possession, uses and profits from said real estate for and during her natural life.

Wesley E. Pruitt, former husband of grantor, is now deceased.

Proper citizenship clause is attached.

Town Lot Record
1096 page 193
Inst. #32372
April 30, 1941
Recorded
Aug. 13, 1942

Mossella Pruitt,
widow and unmarried,
to
Bobbie L. Pruitt

Warranty Deed
(U.S.R. \$0.55)

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Tract A. Part of the North East 1/4 of Section 12, Township 16 North, Range 2 East, more particularly described as follows:

Beginning at a point 858.5 feet East of the Southwest corner of the Northeast Quarter of Section 12, Township 16 North, Range 2 East, running thence due North a distance of 322 feet to a point; thence East a distance of 135.3 feet to a point; thence due south a distance of 322 feet to a point on the South line of said Quarter Section; thence west on said south line a distance of 135.3 feet to the place of beginning, containing 1 acre, more or less.

Subject to all legal highways and rights of way.

Also, "Tract B". Beginning at a point 993.8 feet East of the Southwest corner of the Northeast 1/4 of Section 12, Township 16 North, Range 2 East and 169 feet North of said corner; thence due North a distance of 153 feet to a point; thence East 226.2 feet to a point in the center line of the Lafayette Road; thence in a Southeasterly direction on said center line a distance of 191.7 feet to a point; thence west a distance of 340.97 feet to the place of beginning, containing 1 acre more or less.

Subject to all legal highways and rights of way.

Subject to taxes for the year 1940, payable in May and November, 1942, and taxes for subsequent years.

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Town Lot Record
1096 page 194
Inst. #32373
Aug. 13, 1942
Recorded
Aug. 13, 1942

STATE OF INDIANA, COUNTY OF MARION, SS:

Frank E. Pruitt of legal age and a resident of said County and State, being duly sworn upon oath says, that he is the son of Wesley E. Pruitt and Mosella Pruitt, who were the grantees as husband and wife in a certain Warranty Deed executed by David S. Ruse, dated January 10, 1922 and recorded January 10, 1922 in Deed Record of Lands 72 page 338, in the Office of the Recorder of Marion County, Indiana, and by which deed the said Wesley E. Pruitt and Mossella Pruitt, husband and wife, acquired title to the following described real estate:

Part of the North East Quarter of Section 12, Township 16 North, Range 2 East, described as follows:

Commencing on the South line of said Quarter Section at a point 858.5 feet East of the Southwest corner thereof; and running North 803 feet to the center line of Lafayette Gravel Road; thence Southeastwardly with the center line of said gravel road 994.5 feet to the intersection of the South line of said quarter section; thence west on the South line 593 feet, more or less, to the place of beginning, containing 5.46 acres.

Affiant further says that his father Wesley E. Pruitt died intestate, a resident of Marion County, Indiana, on February 18, 1926, and that upon the death of said Wesley E. Pruitt, Mossella Pruitt, his surviving widow, became the owner in fee simple of the above described real estate.

Further affiant saith not.

Frank E. Pruitt

Subscribed and sworn to before me, the undersigned, a Notary Public in and for said County and State, this 13 day of August, 1942.

Russell A. Furr (LS)

Notary Public

My commission expires December 30, 1942.

IN THE PROBATE COURT OF MARION COUNTY

Guardian's Docket
27 page 267

IN THE MATTER OF THE GUARDIANSHIP OF MOSSELLA FRUITT.

July 13, 1942. Petition for appointment of a Guardian filed.

Summons issued returnable September 8, 1942, and returned showing that defendant, Mossella Pruitt was served by reading and copy July 15, 1942.

September 16, defendant filed answer in general denial.

September 16, 1942. Clerk files answer, Deputy Prosecuting Attorney appears. Submitted evidence heard. Finding and judgment that defendant is a resident of Marion County, owns property therein and is unable to manage the same, is old and infirm and a guardian should be appointed.

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Bond filed, September 16, 1942. Russell A. Furr was duly appointed and qualified as Guardian of Mossella Pruitt, an in firm person.

Order Book -- page --.

December 28, 1942. Final report filed, approved and guardianship closed.

Order Book 208 page 140.

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Mossella Pruitt died intestate October 10, 1942.

IN THE PROBATE COURT OF MARION COUNTY

Estate Docket
124 page 44716

IN THE MATTER OF THE ESTATE OF MOSSELLA FRUITT, DECEASED.
October 13, 1942. Frank Pruitt was duly appointed and qualified as Administrator of the Estate of Mossella Pruitt, deceased.

Order Book 207 page 202.

July 2, 1943. Petition to file final report after six months filed. Approved.

Order Book 213 page 185.

October 13, 1943. Verified final report filed.

November 4, 1943. Proof of publication of final notice filed.

November 27, 1943. Proof of posting of final notice filed, final report approved and estate closed.

Order Book 210 page 641.

Final Report Record 119 page 425.

Note: Entry on final report reads in part as follows,
to-wit:

And the Court having examined said account and vouchers and heard evidence relating thereto finds that more than six months has elapsed since the granting of letters upon said estate and the giving of notice thereof; that the Court has heretofore granted authority to close said estate before the expiration of one year; that the estate was not subject to inheritance tax; and the personal property of the estate was all used in the administration thereof and there is no portion remaining for distribution and that all the debts and liabilities of the estate have been fully administered upon. The Court now allows all credits claimed by the Administrator including the payment of attorney's fees.

The Court further finds from the statement of the Administrator filed, that the said account and from proof heard in support thereof there remains after

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administration and which said intestate died seized in fee the following described real estate:

A part of the northwest 1/4 of Section 12, Township 16 North, Range 2 East in Marion County, Indiana, described as follows:

Beginning in the south line of said 1/4 Section at a point 993.8 feet east of the Southwest corner of the northeast 1/4 of Section 12, Township 16 North, Range 2 East; thence due north a distance of 169 feet; thence East to a point in the center line of the LaFayette Road; thence in a southeasterly direction on said center line to a point in the south line of said 1/4 Section; thence west on and along said south line to the place of beginning.

Also a part of the southeast 1/4 of Section 12, Township 16 North, Range 2 East in Marion County, described as follows:

Beginning at the point of intersection of the north line of the southeast 1/4 of Section 12, Township 16 North Range 2 East and the center line of White River and Big Eagle Creek Gravel Road and running thence West 112 feet 8 inches; thence south 132 feet; thence east 208 feet to the center of White River and Big Eagle Creek Gravel Road; thence northwesterly with the center of White River and Big Eagle Creek Gravel Road to the place of beginning, containing 1/2 acre more or less.

Also, a part of the southeast 1/4 of Section 12, Township 16 North, Range 2 East, described as follows:

Beginning at the southwest corner of the last above described tract; thence due south 60 feet; thence due east to the center of White River and Big Eagle Creek Gravel Road; thence in a northwesterly direction in the center of said Gravel Road to the southeast corner of the last above described tract; thence due west 208 feet to the place of beginning.

That said decedent left surviving as her sole and only heir-at-law Hazel Pearl Pruitt, a daughter (now deceased) and Frank E. Pruitt, a son, (this administrator) to whom at the death of the decedent, said real estate descended as tenants in common in the proportion of an undivided one-half to each.

And the Court being fully informed now in all things approves and confirms said account in final settlement and all of the acts of said administrator by him herein reported.

IT IS FURTHER AND FINALLY ORDERED by the Court that said Administrator be and he is now released and discharged from his said trust and that said estate be and the same is adjudged fully administered upon and finally settled and determined.

ABSTRACTOR'S NOTE: Schedule of property of said decedent filed with the Inheritance Tax Appraiser for Inheritance Tax Appraisal lists the real estate described in the caption hereof as an asset of said estate. Said Schedule further shows the gross value of said decedent's estate to be \$4030.80.

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IN THE PROBATE COURT OF MARION COUNTY

Guardian's Docket
27 page 312

IN THE MATTER OF THE GUARDIANSHIP OF HAZEL PEARL PRUITT
October 16, 1942. Petition for appointment of guardian for Hazel Pearl Pruitt filed. Hazel Pearl Pruitt appeared and asked the Court to appoint Russell S. Furr as her guardian.

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October 19, 1942. Cause submitted, evidence heard. Court found that defendant was an infirm person, owner of property and unable to manage the same. Russell A. Furr was appointed and qualified as guardian.

December 21, 1942. Final report filed.

December 28, 1942. Report approved and guardianship closed.

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Hazel Pearl Pruitt died intestate November 30, 1942.

IN THE PROBATE COURT OF MARION COUNTY

Estate Docket
125 page 44859

IN THE MATTER OF THE ESTATE OF HAZEL PEARL PRUITT,
DECEASED.

December 1, 1942. Frank E. Pruitt was duly appointed and qualified as administrator of the estate of Hazel Pearl Pruitt, deceased.

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Order Book 207 page 577.

December 16, 1942. Proof of notice of appointment filed.

July 2, 1943. Petition to file final report after six months filed. Approved.

Order Book 213 page 187.

October 13, 1943. Verified final report filed.

October 25, 1943. Proof of publication of final notice filed.

November 6, 1943. Proof of posting of final notice filed, final report approved and estate closed.

Order Book 210 page 580.

Final Report Record 119 page 263.

Note: Entry on final report reads in part as follows, to-wit:-

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And the Court having examined said account and vouchers and heard evidence relating thereto finds that more than six months has elapsed since the granting of letters upon said estate and the giving of notice thereof; that the Court has heretofore granted authority to close said estate before the expiration of one year; that the said estate was referred to the Inheritance Tax Appraiser of Marion County, Indiana, and the inheritance tax determined thereon, and that the said tax has been paid; and the personal property of the estate was all used in the administration thereof and there is no portion remaining for distribution and that all the debts and liabilities of the estate have been fully administered upon. The Court now allows all credits claimed by the administrator, including the payment of attorney's fees.

The Court further finds from the statement of the administrator filed that the said account and from proof heard in support thereof, there remains after administration and which said intestate died seized in an undivided 1/2 interest in the following described real estate:

A part of the northwest 1/4 of Section 12, Township 16 North, Range 2 East in Marion County, Indiana, described as follows:

Beginning in the south line of said 1/4 section at a point 993.8 feet east of the southwest corner of the northeast 1/4 of Section 12, Township 16 North, Range 2 East; thence due North a distance of 169 feet; thence East to a point in the center line of the LaFayette Road; thence in a southeasterly direction on said center line to a point in the south line of said 1/4 section; thence west on and along said south line to the place of beginning. Also a part of the southeast 1/4 of Section 12, Township 16 North, Range 2 East in Marion County, described as follows:

Beginning at the point of intersection of the north line of the Southeast 1/4 of Section 12, Township 16 North, Range 2 East, and the center line of White River and Big Eagle Creek Gravel Road and running thence West 112 feet - 8 inches; thence soty 132 feet; thence east 208 feet to the center of White River and Big Eagle Creek Gravel Road; thence northwesterly with the center of White River and Big Eagle Creek Gravel Road to the place of beginning, containing 1/2 acre more or less.

Also a part of the southeast 1/4 of Section 12, Township 16 North, Range 2 East, described as follows:

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Beginning at the southwest corner of the last above described tract; thence due south 60 feet thence due east to the center of White River and Big Eagle Creek Gravel Road; thence in a north-westerly direction in the center of said Gravel Road to the southeast corner of the last above described tract; thence due west 208 feet to the place of beginning.

That said decedent left surviving as her sole and only heir-at-law, Frank E. Pruitt, a brother, to whom at the death of the decedent said real estate descended.

And the Court being fully informed now in all things approves and confirms said account in final settlement and all of the acts of said administrator by him herein reported.

IT IS FURTHER AND FINALLY ORDERED by the Court that said administrator be and he is now released and discharged from his said trust and that said estate be and the same is adjudged fully administered upon and finally settled and determined.

ABTRACTOR'S NOTE: Schedule of property of said decedent filed with the Inheritance Tax Appraiser for Inheritance Tax Appraisal lists the real estate described in the caption hereof as an asset of said estate. Said Schedule further shows the gross value of said decedent's estate to be \$1670.00.

Town Lot Record
1140 page 548
Inst. #14116
April 19, 1944
Recorded
April 20, 1944

Frank E. Pruitt, and
Clara M. Pruitt,
his wife,
to
Mary Smith, for the
sole purpose of
reconveying to the
grantors as tenants by
entireties.

Warranty Deed
(No U. S. Revenue
Stamp Attached)

Part of the Northeast Quarter of Section 12, Township 16 North, Range 2 East, in Marion County, Indiana, described as follows: Beginning in the South line of said Quarter Section at a point distant 858.5 feet East of the South West corner thereof; thence North 322 feet to a point; thence east 361.5 feet to a point in the center line of the LaFayette Road; thence South East on and along the center line of said road 506 feet more or less to a point in the south line of said Quarter Section; thence West on and along said South line 593 feet more or less to the place of beginning.

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Also, part of the South East Quarter of Section 12, Township 16 North, Range 2 East, in Marion County, Indiana, described as follows: Beginning at the point of intersection of the North line of the Southeast Quarter of Section 12, Township 16 North, Range 2 East, and the center line of White River and Big Eagle Creek Road; and running thence West 112 feet and 8 inches; thence South 132 feet; thence East 208 feet to the center of White River and Big Eagle Creek Gravel Road; thence northwesterly with the center of said White River and Big Eagle Creek Gravel Road to the beginning, containing 1/2 acre, more or less.

Also part of the south east quarter of Section 12, Township 16 North, Range 2 East, in Marion County, Indiana, described as follows: Beginning at the southwest corner of the following described real estate, to wit: Beginning at the point of intersection of the North line of the Southeast Quarter of Section 12, Township 16 North, of Range 2 East, and in the center of the White River and Big Eagle Gravel Road; thence West 112 feet and 8 inches; thence South 132 feet; thence East 208 feet to the center of the White River and Big Eagle Gravel Road; thence Northwesterly with the center of said White River and Big Eagle Gravel Road to the place of beginning, containing 1/2 acre more or less, being the same real estate conveyed to Wesley E. Pruitt under deed dated September 11, 1893, and recorded in Land Record 27 page 394; said point of beginning, being 1312 feet south of the north line of said Quarter Section; thence due south 60 feet; thence due east to the center of the White River and Big Eagle Gravel Road; thence in a northwesterly direction in the center of said Gravel Road to the southeast corner of the above-described 1/2 acre tract; thence due west 208 feet to the place of beginning; except, however, that portion of the above described property heretofore deeded on April 30, 1941, by Mossella Pruitt to Bobbie L. Pruitt by warranty deed appearing in Deed Record 1096 page 193 in the office of the Recorder of Marion County, Indiana.

Proper citizenship clause is attached.

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Town Lot Record
1140 page 549
Inst. #14117
April 19, 1944
Recorded
April 20, 1944

Mary Smith,
as trustee,
for the purpose
of reconveying,
to

Warranty Deed
(No U. S. R.)

Frank E. Pruitt, and
Clara M. Pruitt,
husband and wife

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Part of the Northeast Quarter of Section 12, Township 16 North, Range 2 East, in Marion County, Indiana, described as follows: Beginning in the South line of said Quarter Section at a point distant 858.5 feet East of the South West corner thereof; thence North 322 feet to a point; thence east 361.5 feet to a point in the center line of the LaFayette Road; thence South East on and along the center line of said road 506 feet more or less to a point in the south line of said Quarter Section; thence West on and along said South line 593 feet more or less to the place of beginning.

Also, part of the South East Quarter of Section 12, Township 16 North, Range 2 East, in Marion County, Indiana, described as follows: Beginning at the point of intersection of the North line of the Southeast Quarter of Section 12, Township 16 North, Range 2 East, and the center line of White River and Big Eagle Creek Road; running thence West 112 feet and 8 inches; thence South 132 feet; thence East 208 feet to the center of White River and Big Eagle Creek Gravel Road; thence northwesterly with the center of said White River and Big Eagle Creek Gravel Road to the beginning, containing 1/2 acre, more or less.

Also, part of the south east quarter of Section 12, Township 16 North, Range 2 East, in Marion County, Indiana, described as follows: Beginning at the southwest corner of the following described real estate, to wit: Beginning at the point of intersection of the North line of the Southeast Quarter of Section 12, Township 16 North, of Range 2 East, and in the center of the White River and Big Eagle Gravel Road; thence West 112 feet and 8 inches; thence South 132 feet; thence East 208 feet to the center of the White River and Big Eagle Gravel Road; thence Northwesterly with the center of said White River and Big Eagle Gravel Road to the place of beginning, containing 1/2 acre more or less, being the same real estate conveyed to Wesley E. Pruitt under deed dated September 11, 1893, and recorded in Land Record 27 page 394; said point of beginning, being 1312 feet south of the north line of said Quarter Section; thence due south 60 feet; thence due east to the center of the White River and Big Eagle Gravel Road; thence in a northwesterly direction in the center of said Gravel Road to the southeast corner of

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the above-described 1/2 acre tract; thence due west 208 feet to the place of beginning; except, however, that portion of the above described property heretofore deeded on April 30, 1941, by Mossella Pruitt to Bobbie L. Pruitt by warranty deed appearing in Deed Record 1096 page 193 in the office of the Recorder of Marion County, Indiana.

Proper citizenship clause is attached.

Town Lot Record
1193 page 603
Inst. #47686
Nov. 6, 1945
Recorded
Nov. 8, 1945

Frank E. -----
(Signed Frank E. Pruitt) and
Clara M. Pruitt,
husband and wife
to
Bobby L. ----- and
Betty Jane Pruitt,
husband and wife

Quit Claim Deed
(No U. S. R.)

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Tract "A" Part of the Northeast 1/4 of Section 12, Township 16 North, Range 2 East, more particularly described as follows:

Beginning at a point 858.5 feet east of the southwest corner of the northeast quarter of Section 12, Township 16 North, Range 2 East, running thence due north a distance of 322 feet to a point; thence east a distance of 135.3 feet to a point; thence due south a distance of 322 feet to a point on the south line of said quarter section; thence West on said south line a distance of 135.3 feet to the place of beginning, containing 1 acre, more or less.

Subject to all legal highways and rights of way.

Also, Tract "B", beginning at a point 993.8 feet east of the southwest corner of the northeast 1/4 of Section 12, Township 16 North, Range 2 East, and 169 feet north of said corner; thence due North a distance of 153 feet to a point; thence east 226.2 feet to a point in the center line of the Lafayette Road; thence in a southeasterly direction on said center line a distance of 191.7 feet to a point; thence west a distance of 340.97 feet to a place of beginning, containing 1 acre, more or less.

Subject to all legal highways and rights of way.

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Town Lot Record
1193 page 604
Inst. #47687
Nov. 6, 1945
Recorded
Nov. 8, 1945

Bobby L. Pruitt and
Betty Jane Pruitt,
his wife,
to
John F. Watkins,
Trustee for the sole pur-
pose of reconveying to
grantors as tenants by
entireties.

Warranty Deed
(No U. S. R.)

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Tract "A" Part of the Northeast 1/4 of Section 12,
Township 16 North, Range 2 East, more particularly
described as follows:

Beginning at a point 858.5 feet east of the south-
west corner of the northeast quarter of Section 12,
Township 16 North, Range 2 East, running thence due
north a distance of 322 feet to a point; thence east a
distance of 135.3 feet to a point; thence due south a
distance of 322 feet to a point on the south line of
said quarter section; thence West on said south line a
distance of 135.3 feet to the place of beginning, con-
taining 1 acre, more or less.

Subject to all legal highways and rights of way.

Also, Tract "B", beginning at a point 993.8 feet
east of the southwest corner of the northeast 1/4 of
Section 12, township 16 North, range 2 East, and 169
feet north of said corner; thence due North a distance
of 153 feet to a point; thence east 226.2 feet to a
point in the center line of the Lafayette Road; thence
in a southeasterly direction on said center line a
distance of 191.7 feet to a point; thence west a dis-
tance of 340.97 feet to a place of beginning, contain-
ing 1 acre, more or less.

Subject to all legal highways and rights of way.
Proper citizenship clause is attached.

Town Lot Record
1193 page 605
Inst. #47688
Nov. 6, 1945
Recorded
Nov. 8, 1945

John F. Watkins, Trustee
for the sole purpose of
reconveying to grantors
as tenants by entireties,
(Signed and ack. John F.
Watkins ---)

Warranty Deed
(No U. S. R.)

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to
Bobby L. Pruitt, and
Betty Jane Pruitt,
husband and wife

Tract "A" Part of the Northeast 1/4 of Section 12,
Township 16 North, Range 2 East, more particularly
described as follows:

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Beginning at a point 858.5 feet east of the southwest corner of the northeast quarter of Section 12, Township 16 North, Range 2 East, running thence due north a distance of 322 feet to a point; thence east a distance of 135.3 feet to a point; thence due south a distance of 322 feet to a point on the south line of said quarter section; thence West on said south line a distance of 135.3 feet to the place of beginning, containing 1 acre, more or less.

Subject to all legal highways and rights of way.

Also, Tract "B", beginning at a point 993.8 feet east of the southwest corner of the northeast 1/4 of Section 12, Township 16 North, Range 2 East, and 169 feet north of said corner; thence due North a distance of 153 feet to a point; thence east 226.2 feet to a point in the center line of the Lafayette Road; thence in a southeasterly direction on said center line a distance of 191.7 feet to a point; thence west a distance of 340.97 feet to a place of beginning, containing 1 acre, more or less.

Subject to all legal highways and rights of way.
Proper citizenship clause is attached.

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Frank E. Pruitt died on or about October 18, 1946 leaving surviving Clara M. Pruitt, widow and Bobbie L. Pruitt, son, and none other, according to information received from Clara M. Pruitt.

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We find no record of the death of said decedent of record in the Clerk's Office or Recorder's Office of Marion County, Indiana.

Misc. Record
427 page 515
Inst. #72236
Nov. 30, 1948
Recorded
Dec. 8, 1948

STATE OF INDIANA, COUNTY OF MARION, SS:

Bobby L. Pruitt, being first duly sworn upon his oath, deposes and says:

That he together with his wife, Betty Jane Pruitt are the owners in fee simple title of the following described real estate, located in Marion County, State of Indiana, to wit:

Part of the Northeast 1/4 of Section 12, Township 16 North, Range 2 East, in Marion County, Indiana, described as follows:

Beginning at a point 993.8 feet East of the Southwest corner of the Northeast 1/4 of Section 12,

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Township 16 North, Range 2 East, and 169 feet North of said corner; thence due North a distance of 153 feet to a point; thence East 226.2 feet to a point in the center line of the Lafayette Road; thence in a Southeasterly direction on said center line a distance of 191.7 feet to a point; thence West a distance of 340.97 feet to a place of beginning, containing 1 acre, more or less.

Subject to all legal highways and rights of way.

Affiant further avers that my mistake of the scrivener who prepared a certain Warranty Deed, dated November 6, 1945, to the above described real estate, the expiration date of the Notary's commission was erroneously listed as 1945 when it should have been 1947.

Affiant further avers that Bobbie L. Pruitt, grantee in a certain deed recorded in Deed Record 1096, page 193 is one and the same person as Bobby L. Pruitt, grantor in a certain deed, recorded in Deed Record 1193, page 604.

Affiant further avers that Frank E. Pruitt whose name appears in the chain of title to the above described real estate is not one and the same person as the Frank E. Pruitt against whom a judgment was taken for costs November 25, 1940, in Marion Superior Court, Cause No. B-11653.

Affiant further avers that Mosella Pruitt was the grandmother of this affiant and left surviving her as her sole and only heirs at law, Hazel Pearl Pruitt and Frank E. Pruitt.

Affiant further avers that Hazel Pearl Pruitt died, leaving as her sole and only heirs at law this affiant's father, Frank E. Pruitt;

Further affiant sayeth not.

Bobby L. Pruitt

Subscribed and sworn to before me this 30 day of November, 1948.

William H. Faust, Jr. (L.S.)
Notary Public

My commission expires: Oct. 26, 1949.

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Town Lot Record
1269 page 265
Inst. #43964
Aug. 9, 1947
Recorded
Aug. 11, 1947

Bobby L. Pruitt, and
Betty Jane Pruitt,
husband and wife, and
Clara M. Pruitt,
unmarried, widow of
Frank E. Pruitt,

Warranty Deed
(U. S. R. \$6.60)

to

Herman W. Boughton and
Mary Elizabeth Boughton,
husband and wife

Part of the northeast quarter of Section 12,
Township 16 North, Range 2 East, described as follows:

Beginning in the south line of said quarter
section, at a point distant 858.5 feet east of the
southwest corner thereof; thence north 322 feet to a
point; thence east 135.3 feet to a point; thence
south 153 feet; thence east 154 feet to a point;
thence south 169 feet to the south line of said
quarter section; thence west 289.3 feet to the place
of beginning.

Subject to the second installment of taxes for
1947 payable in 1948.

Proper citizenship clause is attached.

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Town Lot Record
1680 Page 417
Instr. #61969
Oct. 7, 1957
Recorded
Oct. 8, 1957

John F. Watkins, Trustee
for the sole purpose of
reconveyance

Quitclaim Deed

to

Herman W. Boughton and
Mary Elizabeth Boughton,
husband and wife

Part of the northeast quarter of Section 12,
Township 16 North, Range 2 East of the Second Principal
Meridian in Marion County, Indiana, more particularly
described as follows, to wit:

Beginning at a point on the south line of said
quarter Section 858.5 feet east of the southwest
corner thereof, thence due north 322 feet; thence
east parallel to the south line of said quarter
Section 135.3 feet; thence due south 153 feet;
thence east parallel to the south line of said quarter
section 154 feet; thence due south 169 feet to the
south line of said quarter Section; thence west upon
and along said south line 289.3 feet to the place of
beginning, containing 1.6 acres, more or less.

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Subject to any legal highways or rights of way.
This deed is given to correct a possible ambiguity in a warranty deed dated November 6, 1945 and recorded November 8, 1945 in Town Lot Record 1193, page 605, Instrument No. 47688, which the grantor executed as an individual rather than as Trustee for the sole purpose of reconveyance.

The Grantees herein are the successors in interest to Bobby L. Pruitt and Betty Jane Pruitt, husband and wife, the grantors named in said prior deed.

Town Lot Record
1680 page 577
Inst. #62410
Oct. 9, 1957
Recorded
Oct. 9, 1957

Herman W. Boughton and
Mary Elizabeth Boughton,
husband and wife
to
Thurman Cave and
Lela M. Cave,
husband and wife

Warranty Deed
(U. S. R. \$15.95)

Part of the Northeast Quarter of Section 12, Township 16 North, Range 2 East of the Second Principal Meridian, in Marion County, Indiana, more particularly described as follows:

Beginning at a point in the South line of the said Quarter Section 858.5 feet East of the Southwest corner thereof; thence running due North 322.0 feet; thence East parallel with the South line of the said Quarter Section 135.3 feet; thence due South 153.0 feet; thence East parallel with the South line of the said Quarter Section 154.0 feet; thence due South 169.0 feet to the South line of the said Quarter Section; thence West upon and along the said South line 289.3 feet to the place of beginning, containing 1.6 acres, more or less.

Subject to any legal highways or rights of way.
Proper citizenship clause is attached.

Misc. Record
652 Page 303
Instr. #58827
June 16, 1959
Recorded
Aug. 12, 1960

Thurman Cave and
Lela M. Cave,
husband and wife,
hereinafter referred to
as the Buyers
to

Agreement

O. E. Davis Lumber Co., Inc.
By, Charles R. Davis,
hereinafter referred to as
the Contractor

WITNESSETH: Said Contractor, for and in consideration hereinafter mentioned, agrees with the

670418
670419

said Buyer to erect and build in a workmanlike manner, a dwelling house on the following described real estate located in Marion County, Indiana, to-wit:

A part of the Northeast Quarter of Section 12, Township 16 North, Range 2 East in Marion County, Indiana, being more particularly described as follows:

Beginning at a point 858.5 feet East of the Southwest corner of the Northeast Quarter of Section 12, Township 16 North, Range 2 East, and running thence due North a distance of 322 feet to a point; thence East a distance of 135.3 feet to a point; thence due South a distance of 322 feet to a point on the South line of said Quarter Section; thence West on said South line a distance of 135.3 feet to the place of beginning, containing in all, 1.0 acres, more or less, being subject, however, to all legal highways and rights-of-way." Commonly known as West 52nd Street.

The Buyer shall pay to the Contractor in respect of said work and materials the sum of \$13626.00 hereinafter referred to as the Basic Contract Price, subject to additions and deductions which contract price shall be paid in the following manner:

Buyers shall pay to Contractor, a Cash Down Payment, the difference between contract price and the amount of said mortgage loan commitment provided said difference shall not exceed \$10026.00. The balance of said contract price shall be paid to contractor upon closing of the mortgage loan and deal.

As security for the Contractor's expenditures under this agreement after a mortgage commitment is obtained and before the house is completed and the balance of the contract price becomes due, the Buyer promises and agrees to execute a conventional promissory note at the time the mortgage commitment is obtained in the face amount of \$3,600.00, which note shall be none-interest bearing and shall mature upon completion of construction of the house under the terms and conditions as set out herein, and said promissory note shall be secured by a first mortgage upon the land and improvements located as described in paragraph 1, above.

The Contractor promises and agrees to execute or cause to be executed a complete release and satisfaction of said mortgage and note described above, upon receipt of full payment under this contract.

For further particulars see instrument.

670418
670419

Old Age Assistance
Search

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.

-27-

Juvenile Court
Search

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.

-28-

Note: Search has been made for the 10 years last past as to the persons listed below, irrespective of dates given.

Judgment Search

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:

-29-

Herman W. Boughton
and
Mary Elizabeth Boughton,
jointly and
not individually

from October 26, 1951
to and including
October 9, 1957

and vs

Thurman Cave
and
Lela M. Cave,
jointly and
not individually

for the 10 years
last past and
against none other

670418
670419

-30- Taxes for the year 1959 and prior years paid in full.

-31- Taxes for the year 1960 on the real estate for which this Abstract is prepared are assessed in the name of Thurman & Lela M. Cave and are due and payable on or before the first Mondays in May and November of 1961.

General Tax Duplicate Nos. 105685-6, Pike Township, Parcel Nos. 3035 & 3163.

May Installment \$144.46 Paid.

November Installment \$144.46 Unpaid.

Assessed Valuation:

Land \$300.00 Improvements \$4,530.00 Exemption (None)

-32- Taxes for the year 1961 now a lien.

TITLE AND ENCUMBRANCE REPORT

RIGHT OF WAY DEPARTMENT

STATE HIGHWAY DEPARTMENT OF INDIANA

S. R. 65

PROJ. I 65-3 (17)

COUNTY Marion

Names on Plans _____

Names in Trans Book _____

Description or Addition	Sec.	Twp.	Rge.	Acrcage	Assessed Value
Part of the N.E. 1/4	12	16	2		

LAST OWNER OF RECORD

Deed Record _____ p. _____ Recorded _____ Dated _____ Deed

Grantor _____

Grantee _____

Address of Grantee _____

MORTGAGE RECORD

Mortgage Record _____ p. _____ Amount _____ Dated _____

Mortgagor _____

Mortgagee _____

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

MISCELLANEOUS 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 27 day of Aug 1962, 8 AM by William E. Stover
Abstractor PRESIDENT

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

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

694764

The following is an Extension of the original search by Union Title Company under Nos. 670418 and 670419.

CAPTION

-1-

Continuation of Abstract of Title to Part of the Northeast Quarter of Section 12, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows, towit:

Beginning at a point in the South line of the said Quarter Section 858.5 feet East of the Southwest corner thereof, thence running due North 322.0 feet; thence east parallel with the South line of the said Quarter Section 135.3 feet; thence due South 153.0 feet; thence East parallel with the South line of the said Quarter Section 154.0 feet; thence due South 169.0 feet to the South line of the said Quarter Section; thence west upon and along the said South line 289.3 feet to the place of beginning, containing 1.6 acres, more or less.

Subject to any legal highways or rights of way. Since October 27, 1961, 8 A.M.

Prepared for: Indiana State Highway Commission
Division of Land Acquisition

Old Age Assistance Search

-2-

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

-3-

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.

694764

Judgment Search

-4-

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:

Thurman Cave
and
Lela M. Cave,
jointly and
not individually

from October 27, 1961,
8 A.M. to date and
against none other

-5-

Taxes for the year 1960 and prior years paid in full.

-6-

Taxes for the year 1961 on the real estate for which this Abstract is prepared are assessed in the name of Thurman & Lela M. Cave and are due and payable on or before the first Mondays in May and November of 1962.

General Tax Duplicate No. 105702, Pike Township,
Parcel No. 3035.

May Installment \$128.96 Paid.

November Installment \$128.96 Unpaid.

Assessed Valuation:

Land \$150.00 Improvements \$3880.00 Exemption (None)

-7-

Taxes for the year 1962 now a lien.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 2 EAST, MARION COUNTY, INDIANA; THENCE EAST, 1701.6 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 2614.7 FEET TO A POINT; THENCE EAST, 2156.9 FEET TO THE POINT OF BEGINNING OF PARCEL 43 PERMANENT RIGHT OF WAY;

THENCE SOUTH 00 DEGREES 57 MINUTES EAST, 10.4 FEET ALONG THE EAST PROPERTY LINE OF THE GRANTOR'S LANDS TO THE NORTH BOUNDARY OF 52ND STREET; THENCE SOUTH 89 DEGREES 03 MINUTES WEST, 289.3 FEET ALONG SAID BOUNDARY TO THE WEST PROPERTY LINE OF THE GRANTOR'S LANDS; THENCE NORTH 00 DEGREES 57 MINUTES WEST, 40.5 FEET ALONG SAID PROPERTY LINE; THENCE SOUTH 85 DEGREES 48 MINUTES EAST, 251.0 FEET; THENCE SOUTH 79 DEGREES 53 MINUTES EAST, 39.7 FEET; TO THE POINT OF BEGINNING AND CONTAINING 0.181 ACRES, MORE OR LESS.



COMMENCING AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 2 EAST, MARION COUNTY, INDIANA; THENCE EAST, 1701.6 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTH 2614.7 FEET TO A POINT; THENCE EAST, 2156.9 FEET TO THE POINT OF BEGINNING OF PARCEL 43 PERMANENT RIGHT OF WAY;

THENCE SOUTH 00 DEGREES 57 MINUTES EAST, 10.4 FEET ALONG THE EAST PROPERTY LINE OF THE GRANTOR'S LANDS TO THE NORTH BOUNDARY OF 52ND STREET; THENCE SOUTH 89 DEGREES 03 MINUTES WEST, 289.3 FEET ALONG SAID BOUNDARY TO THE WEST PROPERTY LINE OF THE GRANTOR'S LANDS; THENCE NORTH 00 DEGREES 57 MINUTES WEST, 40.5 FEET ALONG SAID PROPERTY LINE; THENCE SOUTH 85 DEGREES 48 MINUTES EAST, 251.0 FEET; THENCE SOUTH 79 DEGREES 53 MINUTES EAST, 39.7 FEET; TO THE POINT OF BEGINNING AND CONTAINING 0.181 ACRES, MORE OR LESS.



PARCEL NO. 3 Perm.

OWNER: Thurman CAVE et ux

PROJECT NO. I-65-3(17)120

DRAWN BY John Oandjunks

CHECKED BY HJD

ROAD I-65

DEED RECORD 1680

PAGE 577 DTD. 10-9-'57

COUNTY : Marion



CROSSHATCHED AREA IS APPROX. TAKE

SCALE: 1" = 20 rds'

SECTION : 12

1" = 330 ft

T : 16 N

R : 2 E

Sec. Line 7

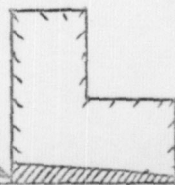
14 Sec. Line 7

Sec. Line 7



12

43 Perm



Line "5-2-A"

-52 st.

14 Sec. Line 7

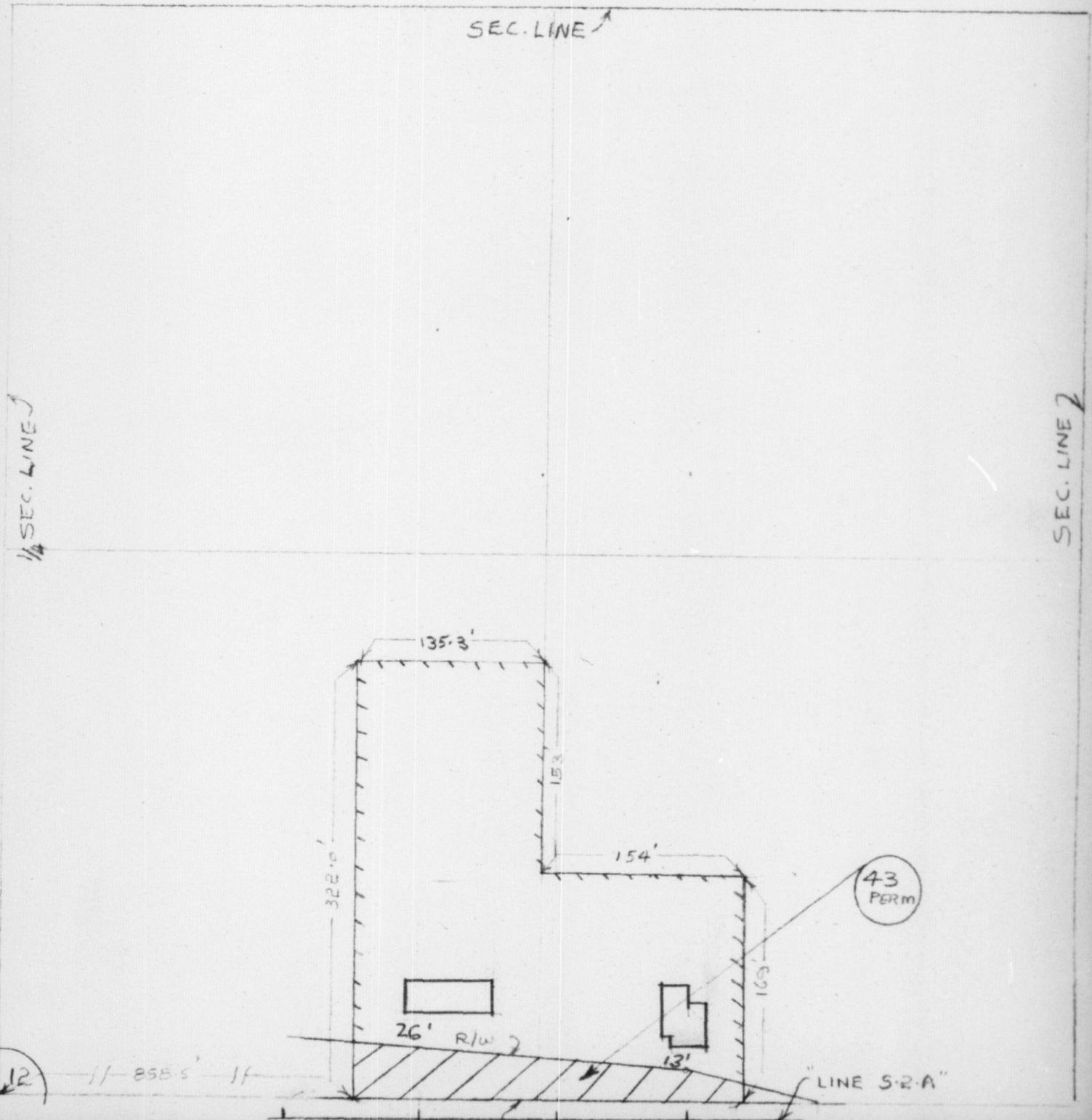
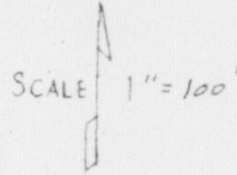
PARCEL NO 43 PERM.
PROJECT NO. I-65-3(17) 120
ROAD. I-65

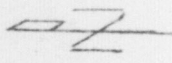
OWNER: T. & L.M. CAVE
DRAWN BY R.D.P CHECKED BY
DEED RECORD 1680 PAGE 577 DTD, 10-9-57



CROSSHATCHED
AREA IS
APPROX. TAKE

COUNTY : MARION
TOWNSHIP : PIKE
SECTION : 12
T : 16N
R : 2E





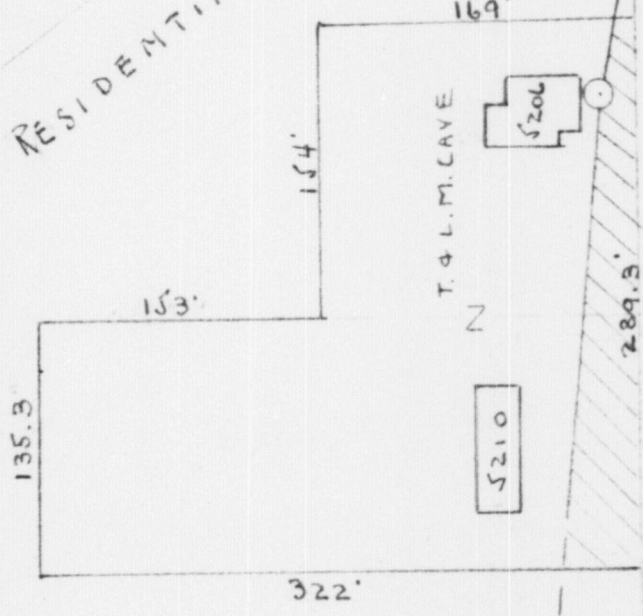
COMMERCIAL

RESIDENTIAL

GAS

GAS

COMMERCIAL



UNUSED

AGRICULTURE

RW

R

L.A. R.W. A.C.L.

S.R. 65