Form I.C.-120-BP LIMITED ACCESS

INDIANA STATE HIGHWAY COMMISSION

STATE OFFICE BUILDING INDIANAPOLIS 9, INDIANA RIGHT OF WAY GRANT

FUND	1		
PROJECT No.	65-3		

SECTION (17)120

INCUMPATION OF

40Perm PARCEL No.

Sheet_ of___

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

T. 16 N , R. 3 E Perm. R/W 1.723 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 desig-

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

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

Above explanation is applicable only if centerline description is used.

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

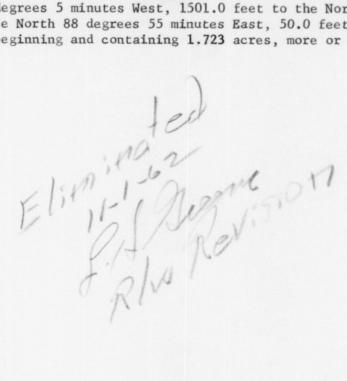
LEFT The limited access provisions do not apply to the following described right of way. 20+00+N.PL to 35+01+SPL 25

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 Section 18, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana; thence West, 1815 feet along the North line of said Section; thence North 1513.1 feet to a point; thence East, 758.2 feet to the point of beginning of PARCEL NO. 40-PERMANENT RIGHT OF WAY:

Thence South, 1 degree 5 minutes East, 1501.0 feet to the South property line of Grantor's lands; thence South 88 degrees 55 minutes West, 50.0 feet along said property line; thence North 1 degrees 5 minutes West, 1501.0 feet to the North property line of Grantor's lands; thence North 88 degrees 55 minutes East, 50.0 feet along said property line to the point of beginning and containing 1.723 acres, more or less.





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PARCEL NO. 40Perm	PROJECT NO. 1- 65-3(17)12	20 . SHEET	of official s	SHEETS.
It is hereby agreed as part of the land constituting the hor from the date first payment	of the total consideration as s mesite on the real estate above is received, and \$	shown below that we described will will be held viven upon receipt	t possession of be surrendered in Escrow unti of the first pay	the buildings and within days I said possession is
The above and foregoing	g grant is made in considerati	on of payment of	the sum of	Personally appe
upon their oath stated the	g grant is made in consideration Dollars (\$	ergs evods edt i	sum shall be pai	d or held in escrow
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Notary Public.				
control and maintenance of a lim to such regulations as therein pro by law governing such facilities of It is further understood and highway on said lands and to us maintaining said highway and do as it may be used for the construct Any and all timber, shrubber not specifically reserved by special When, by special provisions mutually agreed and understood the and/or shrubs shall not constitute from time to time by the Indiana It is understood and agreed are binding. It is also mutually agreed by purposes and shall be binding unterstoods.	agreed that this conveyance transe any material lying within the aces not convey any rights to any notion or maintenance of such improvery, fences, buildings and all otheral provision stated above, shall becaus stated above, any trees and/or by grantor and grantee, that such see an obstruction to future construct a State Highway Commission through that all provisions of this grant a grantor and grantee that this is a still specifically vacated by resolution.	see act of 1945 (Acts dations or use as massfers only the right above described limininerals or other suled highways. physical improvement of shrubs are to be a special provision is of the property of the special provision is of the special provision in the special provision is of the special provision in the special provision is of the special provision in the special provision is of the special provision in the special provision is of the special provision in the special provision in the special provision is of the special provision in the special provision in the special provision is of the special provision in the special provision is of the special provision in the special provision is of the special provision in the special provision is of the special provision in the special provision is of the	1945, ch. 245, pag y be made, adopted to make, constru- ts suitable for us betances undernea- ents on the above the State of Indi- eft standing on sa- only for such perio- wer lines or traffic representatives. I that no verbal ag- unless otherwise te Highway Comm	re 1113) and is subject of or provided under or not and maintain such in constructing and the in constructing and the surface, except granted right of way ana. It is to be a subject of the surface of the surface as shall be determined greements or promises specified for Highwayn is sion.
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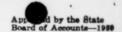
STATE OF STREET

Notary Public.

My Commission expires.

State of Ir na, County of	S	s:		• •
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facts therein are true, thisda	y of	.	19	
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The undersigned owner of a mortgagin the attached grant, is conveyed, hereby way, and do hereby consent to the payments	ge and/or lie	n on the land of	which the right of and/or lien said	f way described
day of	, 19			
qr.				(Seal)
	(Seal)			(Seal)
		OUNT		checked with proj Digision of Right 6
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County of			1	BIX 1 824 78
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Witness my hand and official seal.				
My Commission expires		>		Notary Public.
				MOLARY PUDIIC.





APPRAISAL PARTIAL TAKING

PROJECT 1-65-3(17)120 F	ROAD I-65	COUNTY Marion	PARCEI	NO. 40
PROPERTY OWNER E. E	Guion, et al	% J&L Realty (Co	
Present Use Agriculture Acres 45.20 Tillable Acres Square Feet Front Feet VALUE — LAND Schedule "A" VALUE — IMPROVEMENTS S ZONED: Agriculture	Value Per Acre Value Per Tillab Value Per Squar Value Per Front	re Foot Schedule "A". Foot Schedule "A". 97.180	'A"	21.50
	VALUE OF	PART TAKEN		
Land — Temporary R/W Permanent R/W	1.723 ac	@ 2150 per ac		
IMPROVEMENTS — See Schedu VALUE OF IMPROVEMENTS		_@		3,704
Check here ☐ if Schedule "C" has a valuation by the income appro	nas been completed to			
SEVERANCE DAMAGE (See I				
LIMITED ACCESS DAMAGE (See Memo Attached)		\$.	
DAMAGES considered atOTHER DAMAGES — Fence, Tritemize (use separate sheet if no	rees, Cuts, Fills, Etc.			
	Approved	Date	Signed	
	Rev. Appr.	1 26		
	Asst. or Chief Appr.	91/6291	43700	rolle
Value of Part T	aken — includin g te m	nporary R/W	\$.	3,704
Value After Ta	king — including tem	porary R/W	\$.	93,476
	hown as Temporary		\$.	
Adjusted Resid	ual Value		\$.	93,476
Saugh F.S	resent or contemplat personally inspected ay of	ed). If no increase in sed future interest in the ded the improvements of the improvement of the improve	value, write wo	rd "none" in the
Appraiser Joseph F. Sextor		Number		

TITLE AND ENCUMBRANCE REPORT

DIVISION OF LAND ACQUISITION				THE HIGHWAI COPPLISSION			
S.R. 65	PF	10J. 3 #	7-5 I.	65-3(19) COT	JNTY Marion		
Names on Plans					ERAL & VIII		
Names in Trans.Book							
Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Value		
Pt SE	7	16	3				
	L	AST OWNER	OF RECO	20			
Deed Record 43				Minima .	/1904 Date 49/28/1904		
Grantor Walter H. Guion Grantee Elbert B. Guion	-	B. Gulo	W1]	lliam H. Gu	ra E. Guion widow of		
Address of Grantee							
		MODTCACE	DECORD				
Mortgage Record	D	MORTGAGE					
Mortgage Record				nt	Dated		
Mortgager							
JUDGMENT RECORD Yes ()							
MISCELLANEOUS RECORD Yes							
If answer to any of above	is yes	, clarify	on back	of sheet o	r on attached sheet.		
TAXES May Nov.	Curren	Paid (Delinquent ()		
the undersigned certify transfers of the above des office of Recorder of the hown in this search to da udgments and other matter re set forth.	above o	county from	te as show the dance are the d	nown by the circ of the conoted, and requested	records in the earliest entry that all liens,		
ated thisday		1		AWYERS (IT) Abstractor			
rel. Approval of Title	Vate			y eputy Attor	ney General		
inal Approval of Title	Date			y_ eputy Attor	ney General		

1

NDIANAPOLIS, INDIANA

Abstract of Title from September 25, 1941 to September 25, 1961, inclusive to Part of the southeast quarter of Section 7, Township 16 North, Range 3 East, beginning at the Southeast corner of said quarter section, thence north along the east line of said quarter section 1439 feet; thence westerly 785.5 feet to a point 1161.3 feet south of the north line of said quarter section; thence west parallel with said north line 548.2 feet to a point in the west line of the east half of said quarter section; thence south along said west line 1499.1 feet to the south line of said quarter section; thence east along said south line 1333 feet to the place of beginning, containing 45.20 acres, more or less.

Indiana

Prepared for: State Highway Commission.

NAIO

awyers Title Insurance (Orporation

CONVEYANCES

Deed Record Lands 43 page 583
Inst.#16007
Sept. 28, 1904
Recorded
Oct. 14, 1904

Walter H. Guion and, Emma E. Guion, his wife, and, Laura E. Guion, widow of William H. Guion

Elbert B. Guion -

(With other real estate).

2

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 feet to a point (said point being 1161.3 feet south of the north line of said quarter section); thence north 1161.3 feet to the north line of said quarter section; thence west along the said north line 548.2 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 feet to the south 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 acres.

Quit Claim Deed

The said grantors Walter G. Guion and Laura E. Guion and said grantee Elbert B. Guion, derive title to this real estate above described in the following manner

to wit:

William H. Guion died intestate in Marion County, in the State of Indiana, on the 30th day of January, 1904, (Over)

the owner of the above described real estate and other real estate and that he left surviving him as his sole and only heirs at law, said grantors and grantee herein.

Deed Record 1916 page 2 Inst.# 67853 Oct. 9, 1957 Recorded Nov. 1, 1957

3

Elbert B. Guion

Contract

and Allen W. Clowes for sale of real estate

in Marion County, Indiana

THIS AGREEMENT, made this 9th day of October, 1957, by Elbert B. Guion, the Seller, and Allen W. Clowes, the Buyer, both of Marion County, Indiana, W I T N E S S E T H: That

WHEREAS, the Seller ownes the following-described real estate in Marion County, Indiana:

(With other real estate)

Also, part of the southeast quarter of Section 7, Township 16 North, Range 3 East, beginning at the southeast corner of said quarter section, thence north along the east line of said quarter section 1439 feet; thence south-easterly 785.5 feet to a point 1161.3 feet south of the north line of said quarter section; thence west parallel with said north line 548.2 feet to a point in the west line of the east half of said quarter section; thence south along said west line 1409.1 feet to the south line of said quarter section; thence east along said south line 1333 feet to the place of beginning, containing 45.20 acres, more or less; subject, however, to all legal highways or rights of way;

(For further particulars see instrument).

Misc. Record 617 page 83 Inst.# 85190 Dec. 22, 1958 Recorded Dec. 29, 1958

Assignment of Certain Interests in Real Property located in Marion County, Indiana

THIS INDENTURE WITNESSETH, that Allen W. Clowes, an unmarried man, of Marion County, Indiana, hereby assigns to J and L Agency, Inc., an Indiana corporation and Knox Coal Corporation, an Indiana corporation, both with principal places of business in Marion County, Indiana, for One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, all his right, title and interest under a certain "Contract Between Elbert B. Guion and Allen W. Clowes for Sale of Real Estate in Marion County, Indiana", dated October 9, 1957 (hereinafter called the Guion Contract), to the following described real estate in Marion County, Indiana, viz: (With other real estate)

(Over)

452943

(Same real estate as in Deed Record 1916 page 2). (For further particulars see instrument).

Misc. Record 662 page 88 Inst.# 95842 Dec. 9, 1960 Dec. 9, Recorded Dec. 19, 1960

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Assignment of Interest in Real Property located in Marion County, Indiana

THIS INSTRUMENT witnesses that J & L Agency, Inc., an Indiana corporation with principal place of business in Marion County, Indiana, in consideration of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and assigns to National Management Corp., an Indiana corporation with principal place of business in Indianapolis, Marion County, Indiana, all of its right, title and interest under a certain "Contract between Albert B. Guion and Allen W. Clowes for sale of real estate in Marion County, Indiana" dated October 9, 1957 (hereinafter called the Guion Contract) and in and to the following described real estate in Marion County, Indiana:

With other real estate) Same real estate as in Deed Record 1916 page 2). (For further particulars see instrument)
(Instrument discloses name of person preparing same).

ABSTRACTER'S NOTE:

Elbert B. Guion died intestate, March 1, 1958 as shown by Estate Docket 176 page 65393, and left the following heir: M. Howard Guion.

WE FIND NO FURTHER CONVEYANCES

ENCUMBRANCES

Lawyers Title Insurance Corporation

MORTGAGES

None found unsatisfied of record filed within the period of this search.

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452943

MECHANICS' LIENS.

None found unsatisfied of record filed within the period of this search.

OLD AGE ASSISTANCE LIENS.

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.

We find none.

SEARCH IN THE JUVENILE COURT OF MARION COUNTY, INDIANA.

Individual Search has been made in the Juvenile Court of Marion County, Indiana, as to the persons named under the heading of Judgments, and for the period so specified under such search for unsatisfied judgments rendered in Paternity and Heirship proceedings.

We find none.

JUDGMENTS.

1

lauyers Title Insurance

Search is made and strictly limited, for judgments which may have been entered against the following parties solely under the names as herein written, and not otherwise, and the General Certificate hereto appended is accordingly limited.

Elbert B. Guion, from September 25, 1951 to March 1, 1958, inclusive.

M. Howard Guion, for 10 years last past. None found unsatisfied.

ASSESSMENTS

None found unsatisfied of record which became a lien within the period of this search.

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TAXES

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

15

14

Taxes for the year 1960, assessed in the name of Elbert B. Guion

ASSESSED VALUATION:

Land \$ 5000.00
Improvements \$ None
Exemption \$ None
Net Valuation \$ 5000.00

Parcel No. 1037
General Tax Duplicate No. 106618
Pike Township

are due and payable the first Monday in May and November, 1961.

May installment \$149.55 paid Nov.installment \$149.55 unpaid

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Taxes for the year 1961, became a lien March 1st, and are due and payable in May and November, of the year, 1962.

CERTIFICATE

The undersigned, LAWYERS TITLE INSURANCE CORPORATION, hereby certifies, guarantees, and warrants to whoever relies upon this certificate, including present and all future persons in interest and this certificate runs with the real estate described in caption hereof, that the foregoing, within the limits of the period of search herein specified, is an ABSTRACT OF THE TITLE to and unsatisfied uncumbrances upon, the real estate described in the caption hereof, and that all instruments abstracted herein appear regular in form, execution and acknowledgment unless otherwise indicated.

And it is further certified that SPECIAL SEARCHES were made as follows:

- I. IN THE OFFICE OF THE RECORDER OF MARION COUNTY, search made for deeds, affidavits, miscellaneous instruments affecting the title, unsatisfied mortgages, mechanics' liens, Federal Tax Liens, and Old Age Assistance Liens.
- II. IN THE OFFICE OF THE AUDITOR OF MARION COUNTY. search made in the general index to tax sales as the same is now entered up, for unsatisfied or unredeemed tax sales.
- III. IN THE OFFICE OF THE TREASURER OF MARION COUNTY, search made in the current tax duplicates for unpaid taxes, assessed against the real estate for which this examination is prepared; search is also made in the assessment duplicates for unpaid Ditch assessments and Municipal improvement assessments, as the same now appear in the hands of the Treasurer for collection, which are a lien upon the real estate for which this examination is prepared. No search is made for unpaid assessments in any City or Town other than the City of Indianapolis.
- IN THE OFFICE OF THE CLERK OF THE MARION CIRCUIT COURT, search made in the Lis Pendens records of complaint and attachments, the will records and estate and guardianship dockets, and the general judgment dockets of the Marion Circuit Court, of the Superior Courts of Marion County, of the Probate Court of Marion County, of the Criminal Court of Marion County, of the Juvenile Court of Marion County, and of the Civil Municipal Courts of Marion County, including Replevin Bail, Recognizance Bonds and Transcripts of Judgments of United States Courts, as said records and dockets are now indexed.
- V. From the searches as above enumerated, we find no further conveyances nor unsatisfied encumbrances, as indexed, or entered up, within the period herein certified, against the real estate described in the caption hereto, except those which may be herein shown.

The period of search covered by this certificate is September 25, 1941 from September 25, 1961

to and including

and covers Paragraphs No. 1 to both inclusive, and Sheets No. 1

both inclusive.

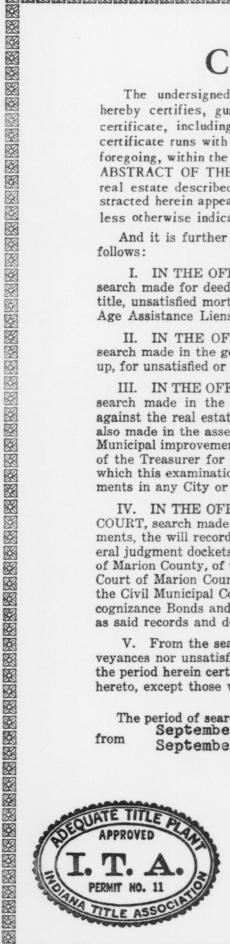
17

TITLE INSURANCE COM.

M. BROWN FITLE DIVISION

M. SULLIVAN

M. SULLIVA LAWYERS TITLE INSURANCE CORPORATION



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Form 13-1-4 Lawyers Title Insurance Corporation L. M. BROWN DIVISION Abstracts - Escrows - Title Insurance 150 EAST MARKET STREET - PHONE MELFIOSE 8-6401 - INDIANAPOLIS 4, INDIANA 452943 In The UNITED STATES DISTRICT COURT SEARCH FOR BANKRUPTCIES At the Request of Indiana State Highway Commission the following certificate is prepared and furnished covering a search for Bankruptcies in the United States District Court of Indiana, held in Indianapolis, Terre Haute, South Bend, Fort Wayne, Evansville, Hammond, New Albany, and Lafayette. The Undersigned Lawyers Title Insurance Corporation, with offices in Indianapolis, hereby certifies that there are no Bankruptcies, either voluntary or involuntary, of record, in any one of the above named eight divisions of the United States District Court for ten years last past, except such as may hereafter be set out against any one of the following named parties, under the spelling of the name as herein written, and not otherwise. This certificate covers the Indianapolis Division down to and including September 25, 1961 September 25, 1961 and all other Divisions of the State of Indiana down to and including In The OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, search is also made for Internal Revenue Tax Liens as filed in the Office of the Recorder of Marion County, Indiana, from March 4, 1925, to date. See Internal Revenue Code Sections 3670-3671-3672, and Acts of General Assembly of the State of Indiana, Burns' 49-3221 et seq. Elbert B. Guion M. Howard Guion LAWYERS TITLE INSURANCE CORPORATION . J. Sullwan September 25, 1961 Dated mm

PROJECT I-65-3(17)120 ROAD I-65 PARCEL 40 Marion
E.B.Guion et al
April 5, 1962 COUNTY OWNER DATE

248.84

OWNER: ELBERT B. GUION
DRAWN BY R. D.P. CHECKED BY
DEED RECORD 43 PAGE 583DTD, 9-28-04 PARCEL NO. 40 PERM CROSSHATCHED PROJECT NO. I-65-3(17) 120 AREA IS ROAD. I-65 APPROX. TAKE COUNTY : MARION TOWNSHIP: PIKE SECTION : 7 SCALE 1"= 330" T : 16 N R : 3E 1/4 SEC. LINES -1/2 25 30 SEC. LINE