

111768

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. 33 L.A. 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 PROJ. No. 65-3 SEC. (17)120 DATED 1961  
SEC. 12, T. 16 N, R. 2 E PERM. R/W 0.717 ~~30=34~~ 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-4-A"

| TO               | LEFT          | RIGHT      |
|------------------|---------------|------------|
| 43 + 29± N PL    | 45 + 50       | 86± TO 90  |
| 45 + 50          | 46 + 45       | 90 TO 121± |
| CENTERLINE "NEC" |               |            |
| 12 + 00± E PL    | 12 + 00       | 65± TO 65  |
| 12 + 00          | 13 + 00       | 65 TO 45   |
| 13 + 00          | 13 + 50       | 45 TO 45   |
| 13 + 50          | 14 + 10± W PL | 45 TO 20±  |
| 12 + 00± E PL    | 14 + 10± W PL | PL         |

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 2 EAST, PIKE TOWNSHIP, MARION COUNTY, INDIANA; THENCE NORTH 987 FEET ALONG THE EAST SECTION LINE; THENCE WEST 364.3 FEET TO A POINT; THENCE NORTH 539.9 FEET TO THE POINT OF BEGINNING OF PARCEL 33 LIMITED ACCESS RIGHT OF WAY.

THENCE SOUTH 39 DEGREES 17 MINUTES EAST, 154.4 FEET; THENCE SOUTH 56 DEGREES 32 MINUTES EAST, 100.2 FEET; THENCE NORTH 72 DEGREES 47 MINUTES EAST, 50.7 FEET; THENCE NORTH 68 DEGREES 18 MINUTES EAST, 110.5 FEET TO THE WEST BOUNDARY OF BETHEL ROAD; THENCE SOUTH 00 DEGREES 56 MINUTES EAST, 134.4 FEET ALONG SAID BOUNDARY TO THE SOUTH PROPERTY LINE OF THE GRANTOR'S LANDS; THENCE SOUTH 89 DEGREES 03 MINUTES WEST, 191.6 FEET ALONG SAID PROPERTY LINE TO THE EASTERN BOUNDARY OF U.S. 52; THENCE NORTH 37 DEGREES 19 MINUTES WEST, 321.0 FEET ALONG SAID BOUNDARY TO THE NORTH PROPERTY LINE OF THE GRANTOR'S LANDS; THENCE NORTH 89 DEGREES 03 MINUTES EAST, 42.8 FEET ALONG SAID PROPERTY LINE TO THE POINT OF BEGINNING AND CONTAINING 0.717 ACRES, MORE OR LESS.

**DULY ENTERED FOR TAXATION**

NOV 29 1962

*Clem Smith*  
COUNTY AUDITOR

*Initial B.E.K.*

FEB 2 1962

*10-25-62*  
*[Signature]*

530

PARCEL NO. 33 L.A. PROJECT NO. 1-65-3(17)120 SHEET 2 of 2 SHEETS.

It is hereby agreed as part of the total consideration as shown below that possession of the buildings and the land constituting the homesite on the real estate above described will be surrendered within ~~NO~~ days from the date first payment is received, and ~~NONE~~ 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 Six Thousand Two Hundred Fifty Dollars (\$6,250.00), which sum shall be paid or held in escrow as specified to the order of Mrs. Beatrice Krise (Widow) & Turner Building & Savings Association  
 4107 Redbird Drive  
 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: TURNER BUILDING AND SAVINGS ASSOCIATION  
 This grant is to be and become effective and binding from and after its approval by the Indiana State Highway Commission.

Land and improvements \$1,250.00; Damages \$5,000.00; Total consideration \$6,250.00

|           |   |
|-----------|---|
| (Grantor) | (Grantor)   |
| (Grantor) | x Beatrice E. Krise<br>Beatrice Krise (Widow) (Grantor) |
| (Grantor) | (Grantor)   |
| (Grantor) | (Grantor)   |
| (Grantor) | (Grantor)   |
| (Grantor) | (Grantor)   |
| (Grantor) | (Grantor)   |
| (Grantor) | (Grantor)   |
| (Grantor) | (Grantor)   |
| (Grantor) | (Grantor)   |
| (Grantor) | (Grantor)   |
| (Grantor) | (Grantor)   |
| (Grantor) | (Grantor)   |
| (Grantor) | (Grantor)   |
| (Grantor) | (Grantor)   |

|                 |                    |
|-----------------|--------------------|
| APPROVED        |                    |
| Chief           | <i>[Signature]</i> |
| Asst. Chief     | <i>[Signature]</i> |
| Dep. Atty. Gen. | <i>[Signature]</i> |
| Control         | <i>[Signature]</i> |

**DULY ENTERED FOR TAXATION**  
 NOV 29 1962

*Oliver Smith*  
 COUNTY AUDITOR

Dated: Oct 22nd, 1962

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

AMOUNT APPROVED OCT 25 1962  
 BY *Charles S. Shelts*

THE ABOVE GRANT IS HEREBY ACCEPTED.  
 STATE OF INDIANA

DESCRIPTION & FORM OK'D 10-25-62  
 BY *[Signature]*

PAID BY WARRANT NO A108551  
 DATED Nov. 8 1962

BY *David Coffee*  
 Title  
 Indiana State Highway Commission  
 DATE

*10.23.62*  
*920*





State of Indiana, County of Marion ss:

Personally appeared before me Beatrice C. Kuse and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 17th day of October, 1962

Witness my hand and official seal.

My Commission expires 9-17-66 Beverly Guthrie  
Beverly Guthrie Notary Public.

State of Indiana, County of \_\_\_\_\_ ss:

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

Witness my hand and official seal.

My Commission expires \_\_\_\_\_ Notary Public.

State of Indiana, County of \_\_\_\_\_ ss:

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

Witness my hand and official seal.

My Commission expires \_\_\_\_\_ Notary Public.

State of Indiana, County of \_\_\_\_\_ ss:

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

Witness my hand and official seal.

My Commission expires \_\_\_\_\_ Notary Public.

State of Indiana, County of \_\_\_\_\_ ss:

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

Witness my hand and official seal.

My Commission expires \_\_\_\_\_ Notary Public.

State of Indiana, County of \_\_\_\_\_ ss:

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

Witness my hand and official seal.

My Commission expires \_\_\_\_\_ Notary Public.

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

22nd day of October, 1962  
(Seal) \_\_\_\_\_ (Seal)

TURNER BUILDING & SAVING ASSOC. (Seal)

(Seal) Tom H. Wurfing Esq. (Seal)

State of Indiana }  
County of Marion } ss:

Personally appeared before me Tom H. Wurfing Esq. above named and duly acknowledged the execution of the above release the 22nd day of October, 1962

Witness my hand and official seal.

My Commission expires Mar 6, 1965 Norman Edwards  
Norman Edwards Notary Public.

Record 1965 Page 529

NOV 29 1962

# INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE  
INDIANAPOLIS, INDIANA

November 19.....19.62

To Mrs. Beatrice Krise and  
Turner Building and Savings Association  
4107 Redburd Drive  
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A 108581.....11/8. 19.62  
in settlement of the following vouchers:

| DESCRIPTION   | AMOUNT |            |
|---|--------|------------|
| Purchase of LA<br>Right of Way<br><br><i>For the purchase of Right of Way on State Road</i><br>No. I-65 in Marion.....<br>County I Project.....65-3.....<br>Section.....(17).....as per Grant dated<br>.....October 22, 1962.....<br><br>Parcel 33 LA |        | \$6,250.00 |

**PLEASE RECEIPT AND RETURN**

Received Payment: *Mrs. Beatrice E. Krise*.....

Date: *November 27, 1962*.....



### APPRAISAL PARTIAL TAKING

PROJECT I 65-3 (17) ROAD I 65 COUNTY MARION PARCEL NO. 33

PROPERTY OWNER CARROLL KRISE, SR. R.R. 17, BOX 303, INDIANAPOLIS, INDIANA  
Address

|                                |   |                                    |
|--------------------------------|---|------------------------------------|
| Present Use <u>RESIDENTIAL</u> | Best Present Use <u>RESIDENTIAL</u>             | Best Future Use <u>RESIDENTIAL</u> |
| Acres <u>2</u>                 | Value Per Acre (Average) Schedule "A" . . . . . |                                    |
| 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" . . . . . \$ 6,000.00 Total

VALUE — IMPROVEMENTS Schedule "B" . . . . . \$ 1,815.00 Value \$ 7,815.00

FOUNDATION ONLY

ZONED: RESIDENTIAL

#### VALUE OF PART TAKEN

|                      |  |                    |
|----------------------|--|--------------------|
| Land — Temporary R/W | @  | \$                 |
| Permanent R/W        | <u>LOT C 135 F.F.</u> @ <u>\$9.25 PER F.F.</u> |                    |
|                      | @  |                    |
|                      | @  | \$ <u>1,250.00</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) . . . . . \$ 3,500.00

PROXIMITY DAMAGE NONE is now \_\_\_\_\_ feet from R/W. Will be \_\_\_\_\_ feet from R/W.

DAMAGES considered at \_\_\_\_\_ % . . . . . \$

OTHER DAMAGES — Fence, Trees, Cuts, Fills, Etc. itemize (use separate sheet if needed.) . . . . . \$ 1,500.00

REMOVE RESIDUE OF HOUSE AND FILL FOUNDATION \$ 1,500.00

|  |                      |                |                             |
|--|----------------------|----------------|-----------------------------|
|  | Approved             | Date           | Signed                      |
|  | Rev. Appr.           |                |                             |
|  | Asst. or Chief Appr. | <u>7/31/62</u> | <u>Allen G. [Signature]</u> |

**SEE ATTACHMENT**

Value of Part Taken — including temporary R/W . . . . . \$ 6,250.00

Value After Taking — including temporary R/W . . . . . \$ 1,565.00

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

Adjusted Residual Value . LOT B CONTAINING 1.48 ACRES . . . . . \$ 1,565.00

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 20TH day of JULY 1962

|  |                        |
|--|------------------------|
| <u>Robert A. Driscoll</u><br>Appraiser | <u>11905</u><br>Number |
| ROBERT A. DRISCOLL                     |                        |

R E S O L U T I O N

WHEREAS, the carrying out of the construction and improvement by the Indiana State Highway Commission of Indiana of Project No. I 65-3 Sec. (17) 120, in Marion County, Indiana, requires the construction, reconstruction, relocation or maintenance and repair (strike out inappropriate) of a public highway in said County, locally known as the Interstate Road 65 ~~Road~~ which highway forms a part of a State Highway designated in the records and files of the Indiana State Highway Commission of Indiana as Road No. I-65 which extends from the City of West Harrison in Dearborn County, in a generally Northeasterly direction through Brookville, Rushville, Indianapolis, Lebanon, Lafayette and joins U.S. Road 24 at City of Kentland, in Newton County.

the general width of the right of way for said project is 225 feet, which proposed construction project necessitate acquisition of right of way as provided in the plans of said project on file in the offices of the Indiana State Highway Commission of Indiana at Indianapolis, Indiana, and which highway is to be constructed and improved as a "limited access facility", subject to regulations as provided in Chapter 245 of the Acts of the General Assembly of 1945, the general route, location and termini thereof being as follows: **Beginning at approximately 240 feet East of the West line of Section 1, Township 16 North, Range 2 East, and extending in a Southeasterly direction for a distance of 16,643.45 feet to a point approximately 954 feet East of the West line of Section 17, Township 16 North, Range 3 East.**

AND WHEREAS, it is necessary in making said improvement to acquire a right of way as hereinafter described over land of Beatrice Krise  
4107 Red Bird Drive, Indianapolis, Indiana,

\_\_\_\_\_, and ,

WHEREAS, the Indiana State Highway Commission of Indiana has made an offer to said owner(s) for the purchase of said land, but has been unable to agree with said owner(s) upon purchase price, thereof, or upon the amount of damages sustained by said owner(s), by reason of the taking thereof for the purpose aforesaid, and,

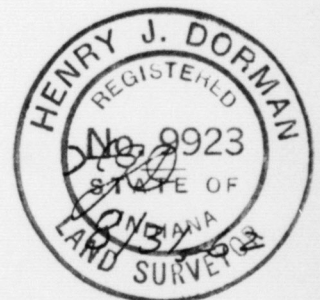
WHEREAS, the failure to obtain said land for said purpose is delaying the work of said highway improvement.

BE IT RESOLVED, that condemnation proceedings be instituted by the Attorney General in the name of the State of Indiana in a court of appropriate jurisdiction, for the land hereinafter described, the same being in Marion County, Indiana, and to be used as right of way easement for said highway improvement as a limited access facility, and being necessary for such purposes, which land is specifically described as follows to-wit:



COMMENCING AT THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 2 EAST, MARION COUNTY, INDIANA; THENCE NORTH 987 FEET ALONG THE EAST SECTION LINE; THENCE WEST, 364.3 FEET TO A POINT; THENCE NORTH 539.9 FEET TO THE POINT OF BEGINNING OF PARCEL 33 LIMITED ACCESS RIGHT OF WAY;

THENCE SOUTH 39 DEGREES 17 MINUTES EAST, 154.4 FEET; THENCE SOUTH 56 DEGREES 32 MINUTES EAST, 100.2 FEET; THENCE NORTH 72 DEGREES 47 MINUTES EAST, 50.7 FEET; THENCE NORTH 68 DEGREES 18 MINUTES EAST, 110.5 FEET TO THE WEST BOUNDARY OF BETHEL ROAD; THENCE SOUTH 00 DEGREES 56 MINUTES EAST, 134.4 FEET ALONG SAID BOUNDARY TO THE SOUTH PROPERTY LINE OF THE GRANTOR'S LANDS; THENCE SOUTH 89 DEGREES 03 MINUTES WEST, 191.6 FEET ALONG SAID PROPERTY LINE TO THE EASTERN BOUNDARY OF U.S. 52; THENCE NORTH 37 DEGREES 19 MINUTES WEST, 321.0 FEET ALONG SAID BOUNDARY TO THE NORTH PROPERTY LINE OF THE GRANTOR'S LANDS; THENCE NORTH 89 DEGREES 03 MINUTES EAST, 42.8 FEET ALONG SAID PROPERTY LINE TO THE POINT OF BEGINNING AND CONTAINING 0.717 ACRES, MORE OR LESS.







Form CR-2  
Rev. 5-61

Resolution (cont).

and a Right of Way Plat as shown in attached exhibit and marked "Exhibit A".

WHEREAS this matter was considered and adopted by voice vote by a quorum of the members of the Indiana State Highway Commission present at a regular meeting held in the office of the Indiana State Highway Commission in Indianapolis, Indiana, on the 5<sup>th</sup> day of October 1962.

BE IT FURTHER RESOLVED, that a copy of this resolution be referred to the Attorney General of Indiana.

INDIANA STATE HIGHWAY COMMISSION

Central

May 15, 1962

APPRAISAL REVIEW

Project I-65-3(17)  
Parcel #33  
Marion County  
Carroll A. Krise, Sr.

Appraiser estimates land value to be 8¢ per square foot, based upon sales located off US 52. Apparently no bare land sales along US 52 in this area are available. I have talked to the other appraisers who worked on this project and they think that this land value is fair. This area has not acquired commercial values at this time, except for corner locations. The highest and best use is residential, and it appears that the value for residential purposes is about equal to the residential lot values located on secondary streets in the area. Appraiser's estimate of land value is accepted.

Appraiser allows \$1360.00 severance damage because of the taking of U.S. 52 access, thereby creating surplus land for the Bethel Road frontage. This appears reasonable and should be included.

Appraiser includes payment for the basement, well and septic system, totaling \$2200.00. The inside of the house has been destroyed by fire and these are the only remaining improvements of value. He states that the taking of access to US 52 will eliminate the value of these improvements because a new house would now be built fronting on Bethel Road instead of utilizing the existing basement, well and septic system. The values used by appraiser appear to be current reproduction costs without any depreciation deducted. The pictures indicate that the house was 30 to 40 years old. The depreciated value of these improvements is considerably less than the reproduction cost used by appraiser. I am eliminating any payment for the well. If this is a good well a purchaser could use it as a water supply for a new house if built on Bethel Road by installing pipe from the well to the new location. The market value, before taking, of the existing basement and septic system is not \$2000.00. It is possible that a purchaser would pay something for the basement if he intended to construct a building of the same dimensions; it is doubtful that a used septic system would add anything to the market value of this property. I am reducing the value of the basement by 75% because of its age and doubtful utility for future construction. I am including payment for this depreciated value of the basement because the loss of access to US 52 will cause the building site to be moved to the Bethel Road frontage and thereby completely destroy the remaining value of the basement. I am eliminating payment for the septic system because I do not believe that it has any value



May 15, 1962

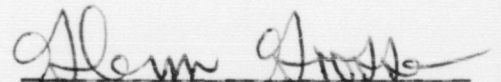
APPRAISAL REVIEW cont.

Project I-65-3(17)  
Parcel #33  
Marion County  
Carroll A. Krise, Sr.

before the taking. Payment for the trees, shrubs and flowers is included because they are being taken.

|                                    |                  |
|------------------------------------|------------------|
| Land                               | \$2499.00        |
| Severance Damage                   | \$1360.00        |
| Other Damages =                    |                  |
| Basement                           | \$ 375.00        |
| (\$1500.00 minus 75% depreciation) |                  |
| Trees, flowers and shrubs          | \$ 750.00        |
|                                    | <u>\$4984.00</u> |

Approved Compensation \$5000.00

  
Glenn Grosse  
Assistant Chief Appraiser

GG:js  
cc: Renner  
Parcel  
File

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 # Par 33 & 34

OWNER Beatrice Krise (widow) PHONE # \_\_\_\_\_

Fleming Feggett (Attorney for estate)  
(Other interested parties and relationship)

1010 Fletcher Trust Building  
Indianapolis Indiana

ADDRESS OF OWNER 4107 Redbird Drive Indianapolis Ind

DATE ASSIGNED 7-13-62 & 7/31/62 for rengo.

DATE OF CONTACT 8-7-62

TIME OF CONTACT 11:00 AM.

DATE OF PREVIOUS CONTACT 8-6-62 for review of property.

Parcel 33 - 6,250.<sup>00</sup>  
OFFER \$ " 34 - 1180.<sup>00</sup>  
47430.<sup>00</sup>

DETAIL CONTACT\* Mr Feggett informed me of the following:

- 1 Mr Carroll Krise Sr. died 3-6-62
- 2 Mrs Beatrice Krise appointed administrator 3-13-62
- 3 Mrs Krise held Trustee's deed prepared by Feggett 1-25-62  
showing ownership by entireties

ACTION TAKEN\*\* 4. Offer made as shown above.

5 Mr Feggett will inform Mrs Krise of offer  
and give answer later.

6 Mortgage to Turner Building & Savings Assn.

SIGNED James 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 # 33

OWNER Beatrice Krise PHONE # \_\_\_\_\_

Attorney Fleming Leggett  
(Other interested parties and relationships)

1010 Fletcher Trust Bldg. Indianapolis

ADDRESS OF OWNER 4107 Redbird Drive, Indianapolis, Ind

DATE ASSIGNED 10-16-62

DATE OF CONTACT 10-22-62

TIME OF CONTACT 11:00 AM

DATE OF PREVIOUS CONTACT 10-16-62

OFFER \$ 6,250<sup>00</sup>

DETAIL CONTACT\* Called on Mr Leggett and picked up grant and vouchers.

Went to Turner Building + Savings Assn for mortgage release time 11:30 A.M.

ACTION TAKEN\*\* Picked up papers at Turner Building + Savings at 4:00 P.M.

Secured

SIGNED James 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 # 33 + 34  
OWNER Beatrice Krise PHONE # \_\_\_\_\_  
Att. Fleming Leggett  
(Other interested parties and relationship) \_\_\_\_\_  
1010 Fletcher Trust Bldg.  
Indianapolis, Indiana  
ADDRESS OF OWNER 4107 Redbird Drive, Indianapolis  
DATE ASSIGNED 10-16-62  
DATE OF CONTACT 10-16-62 To Mr Leggett.  
TIME OF CONTACT 11:00 AM.  
DATE OF PREVIOUS CONTACT \_\_\_\_\_

OFFER \$ 6,250<sup>00</sup>

DETAIL CONTACT\* Mr Leggett called and said  
Mrs Krise was ready to sign.

ACTION TAKEN\*\* Left grants and vouchers with  
Mr Leggett to get signed

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 # 33

OWNER Beatrice Krise PHONE # \_\_\_\_\_

Fleming Leggett, attorney  
(Other interested parties and relationship)

1010 Fletcher Trust Bldg, Indianapolis Ind.

ADDRESS OF OWNER 4107 Red Bird Drive, Indianapolis Ind

DATE ASSIGNED 7/31/62

DATE OF CONTACT 8-16-62 By Telephone

TIME OF CONTACT 10:00 AM

DATE OF PREVIOUS CONTACT 8-7-62

OFFER \$ \_\_\_\_\_

DETAIL CONTACT\* Mr Leggett called me at the office and advised me Mrs Krise would not accept offer made to Mr Leggett.

He said Mrs Krise knew how much Mr Krise's son received for parcel next door.

ACTION TAKEN\*\* That we were taking seven times as much frontage from her and that we were closing Lafayette Road from her by fence. Will condemn.

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.

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 # Par. 33 & 34

OWNER Beatrice Krise (widow) PHONE # \_\_\_\_\_

Flaming Leggett (Attorney for Mrs Krise)  
(Other interested parties and relationship)  
1010 Fletcher Trust Bldg

Indianapolis, Indiana

ADDRESS OF OWNER 4107 Redbird Drive, Indianapolis, Indiana

DATE ASSIGNED 7/13 & 7/31 For Re negotiation

DATE OF CONTACT 8-7-62

TIME OF CONTACT 11:00 AM

DATE OF PREVIOUS CONTACT 8-6-62 For review of property taken

OFFER \$ Parcel 33 - \$6,250.00  
" 34 - 1,180.00

DETAIL CONTACT\* Mr Leggett informed me of the following.

- 1. Mr Carroll Krise Sr. Died 3-6-62
- 2. Mrs Beatrice Krise (widow) appointed adm. 3-13-62
- 3 Mrs Krise held trustees deed prepared by Leggett 1-25-62 showing ownership by entirety

ACTION TAKEN\*\* 4 Offers made as shown above.

5 Mr Leggett will inform Mrs Krise of offer and give her answer later

6 Parcel 33 has Mortgage - Turner Building & Savings Assn

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.



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 # 33

OWNER Emma A. Krise PHONE # AX-1-4231

(Other interested parties and relationship)

James Bldg. & Savings assn. Indianapolis

ADDRESS OF OWNER 4107 Redbird drive Indianapolis Ind.

DATE ASSIGNED May 16th - 1962

DATE OF CONTACT May 31, 1962

TIME OF CONTACT 2:30 P.M.

DATE OF PREVIOUS CONTACT \_\_\_\_\_

OFFER \$ 5000

DETAIL CONTACT\* talked to Mrs. Krise by phone.

She referred me to her atty. Mr. Leggett.

I called Mr. Leggett. He criticized me

for talking to his client regarding her

property and told me he did not wish

to discuss the matter with me

further. (on the above date was the first time

Mrs. Krise told me to negotiate solely with

her atty.) after I talked to her atty. He called

(over)

SIGNED B.R. Souden

\* 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 # Par 33 Ed 34

OWNER Beatrice Krise (widow) PHONE # \_\_\_\_\_

Fleming Leggett Att.  
(Other interested parties and relationship)

1010-Hitcher Trust Bldg. Indpls. Ind

ADDRESS OF OWNER 4107 Red Bird Drive, Indianapolis Ind

DATE ASSIGNED 7/13 & 7/31/62

DATE OF CONTACT 8-6-62

TIME OF CONTACT 7:00 PM.

DATE OF PREVIOUS CONTACT First

OFFER \$ None

DETAIL CONTACT\* This call was made on the location of parcels 33 Ed 34 on Lafayette Road to familiarize myself with take.

ACTION TAKEN\*\* This was done to become familiar with take before calling on attorney.

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.



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 # 33

OWNER Emma A. Krise PHONE # AX-1-4231

(Other interested parties and relationship)  
Turner Bldg. & Savings Assn. Indianapolis

ADDRESS OF OWNER 4107 Redbird drive Indianapolis Ind.

DATE ASSIGNED May 16th - 1962

DATE OF CONTACT May 31, 1962

TIME OF CONTACT 2:30 P.M.

DATE OF PREVIOUS CONTACT \_\_\_\_\_

OFFER \$ 5000

DETAIL CONTACT\* talked to Mrs Krise by phone. She referred me to her atty. Mr. Leggett. I called Mr. Leggett. He criticized me for talking to his client regarding her property and told me he did not wish

ACTION TAKEN\*\* to discuss the matter with me further. (on the above date was the first time Mrs. Krise told me to negotiate solely with her atty.) after I talked to her atty. He called

(over)

SIGNED BR 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.

Mr. O'Connell and discussed the matter with him. He at this time refused our offer to Mr. O'Connell. He will get in touch with Mr. O'Connell by next Fri. 6-8-62 for further negotiations.

I am turning parcel in for second appraisal -

Ray Souder

DATE OF PREVIOUS CONTACT  
DATE OF CONTACT  
TIME OF CONTACT  
DATE ASSIGNED

OFFER \$ 5000

ACTION TAKEN - To discuss the matter with Mr. O'Connell. He refused our offer to Mr. O'Connell. He will get in touch with Mr. O'Connell by next Fri. 6-8-62 for further negotiations.

STORER: Ray Souder

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



## TITLE AND ENCUMBRANCE REPORT

RIGHT OF WAY DEPARTMENT

STATE HIGHWAY DEPARTMENT OF INDIANA

S. R. 65

PROJ. I 65-3 (17) 120

COUNTY Marion

Names on Plans C. A. & F. E. KriseNames in Trans Book Carroll A. Krise, Sr.

| Description or Addition  | Sec. | Twp. | Rge. | Acreage | Assessed Value   |
|--------------------------|------|------|------|---------|------------------|
| Part of the E 1/2 SE 1/4 | 12   | 16   | 2    | 2 Ac.   | Land \$500.00    |
|                          |      |      |      |         | Imp. \$1,260.00  |
|                          |      |      |      |         | Total \$1,760.00 |

## LAST OWNER OF RECORD

No U. S. R.

Deed Record 1742 p. 138 Recorded 3/19/59 Dated 3/19/59 Deed

Trustee's

Grantor William F. LeMond, TrusteeGrantee Carroll A. Krise, Sr.Address of Grantee R R 17 Box 303 Indpls. 23, Ind.

## MORTGAGE RECORD

Mortgage Record 1979 p. 59 Amount \$5,600.00 Dated 3/19/59Mortgagor Carroll A. Krise, Sr., unmarriedMortgagee Turner Building and Saving AssociationJUDGMENT RECORD Yes () None () LIS PENDENS RECORD Yes () None ()MISCELLANECUS RECORD Yes () None () EASEMENTS Yes () None ()

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

TAXES Current Paid () Delinquent ()

## CERTIFICATE

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

UNION TITLE CO.

Dated this 20 day of Sept. 1961, 8 AM by Vern E. Lundberg  
Abstractor PRESIDENTPrel. Approval of Title \_\_\_\_\_ By \_\_\_\_\_  
Date \_\_\_\_\_ Deputy Attorney GeneralFinal approval of Abstract of Title \_\_\_\_\_ BY \_\_\_\_\_  
Date \_\_\_\_\_ Deputy Attorney General

666809

CAPTION

-1-

Continuation of Abstract of Title to Part of the East Half of the Southeast 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 on the east line of said half quarter section at a point 1032.60 feet south of the northeast corner thereof; thence south upon and along said east line 252 feet; thence west parallel along said line 253.72 feet to the center of Lafayette Road; thence northwest along the center of said road 312.67 feet; thence east parallel with the north line of said half quarter section 439.52 feet to the place of beginning, containing 2 acres.

Subject to any legal highways or rights of way.

Prepared For: State Highway Department of Indiana

Land Record  
87 page 703  
Inst. #43231  
Dec. 5, 1930  
Recorded  
Dec. 23, 1930

Arthur Lentz, unmarried,  
to  
Carroll A. Krise and  
Emma M. Krise,  
husband and wife

Warranty Deed

Part of the East one-half of the southeast 1/4 of Section 12, Township 16 North, Range 2 East, Marion County, State of Indiana, described as follows:

Beginning on the East line of said half quarter section at point 1142.10 feet south of the northeast corner thereof, thence south along said east line 142.50 feet, thence west parallel to the north line of said half quarter section 253.72 feet to the center of the LaFayette Road, thence northwest along the center of said road 176.67 feet, thence east parallel to the north line of said half quarter section 358.78 feet to the place of beginning, containing 1 acre.

Also part of the East 1/2 of the South East 1/4 of Section 12, Township 16 North, Range 2 East, said part being more particularly described as follows:

-1- mrs -over-

-2-



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Beginning on the East line of said 1/2 1/4 Section at a point 1032.6 feet south of the north-east corner thereof; thence south upon and along said East line 109.50 feet; thence West parallel to the north line of said 1/2 1/4 Section 358.78 feet to the center of the LaFayette Road; thence northwest along the center of said road 136 feet; thence east parallel to the north line of said 1/2 1/4 Section 439.52 feet to the place of beginning, containing 1 acre, more or less.

Subject, however, to all legal highways or rights of way. Since April 21, 1928.

This conveyance is made subject to the unpaid balance of a first mortgage held by Turner Building & Savings Association in the principal sum of \$3,100.00. Said mortgage recorded in the office of the Recorder of Marion County, Indiana in Mortgage Record 1019 page 229, Instrument No. 19098.

Mortgage above referred to released of record December 24, 1930.

-3- Emma M. Krise died intestate January 3, 1950, 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 Emma M. Krise; deceased.

Marriage Record  
209 page 82  
June 22, 1957

Carroll A. Krise, Sr.  
to  
Frances E. Kuhn

Marriage

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Town Lot Record  
1667 Page 500  
Instr. #38390  
June 26, 1957  
Recorded  
June 26, 1957

Carroll A. Krise, Sr. and Frances E. Krise,  
his wife

Warranty Deed

to  
Paul E. Brown, Trustee

Part of the East 1/2 of the South East 1/4 of Section 12, Township 16 North, Range 2 East, Marion County, State of Indiana, more particularly described as follows.

Beginning on the east line of said half quarter section at a point 1032.60 feet south of the northeast corner thereof; thence south upon and along said east line 252 feet; thence west parallel along said line 253.72 feet to the center of Lafayette Road; thence northwest along the center of said road 312.67 feet; thence east parallel with the north line of said half quarter section 439.52 feet to the place of beginning, containing 2 acres.

This deed is given to Paul E. Brown, Trustee in trust with full power and authority to convey the above described real estate immediately upon demand, to Carroll A. Krise, Sr. and Frances E. Krise, husband and wife as tenants by the entireties.

The above grantor, Carroll A. Krise, Sr., prior to his marriage to Frances E. Krise was the widower of Emma M. Krise, who died January 3, 1950.

Proper Citizenship Clause is attached.

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Town Lot Record  
1667 page 501  
Inst. #38391  
June 26, 1957  
Recorded  
June 26, 1957

Paul E. Brown, Trustee,  
widower and unmarried

Warranty Deed

to  
Carroll A. Krise Sr. and  
Frances E. Krise,  
husband and wife, as  
tenants by the entireties

Part of the East 1/2 of the South East 1/4 of Section 12, Township 16 North, Range 2 East, Marion County, State of Indiana, more particularly described as follows:

Beginning on the east line of said half quarter section at a point 1032.60 feet south of the northeast corner thereof; thence south upon and along said east line 252 feet; thence west parallel along said line 253.72 feet to the center of Lafayette Road; thence northwest along the center of said road 312.67 feet; thence east parallel with the north line of said half quarter section 439.52 feet to the place of beginning, containing 2 acres.

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This deed is given upon demand of Carroll A. Krise, Sr. and Frances E. Krise, husband and wife, as tenants by the entireties, in full satisfaction and execution of the trust created by deed of even date herewith, to the above described real estate.

Proper citizenship clause is attached.

IN THE SUPERIOR COURT OF MARION COUNTY

Carroll A. Krise, Sr.

vs

Frances E. Krise

SUIT INSTITUTED FOR DIVORCE.

Residence affidavit attached to complaint recites that plaintiff has been a bona fide resident of the State of Indiana for 50 years last past; and that during the last year he has resided at the following named places in the City of Indianapolis, Marion County, State of Indiana, to-wit: ----- and that by occupation he is retired.

Summons issued January 15, 1959. Returnable February 2, 1959 and returned showing that defendant Frances E. Krise was served by copy, on January 17, 1959.

February 25, 1959. Defendant herein files answer to plaintiff's complaint, and also files cross-complaint praying that she be granted an absolute divorce from the plaintiff, and restoration of her former name of Frances E. Kuhn.

Residence affidavit attached to cross-complaint recites that cross-complainant has been a resident of the State of Indiana for 58 years and a resident of Marion County in that state for the same period; that she is at present residing at 8010 Paddock Road, West Newton, Indiana and lived at this address since December 6, 1958. Prior to this date cross-complainant lived for a period of 18 months at 5100 Lafayette Road, Indianapolis, R.R. 17, Indiana.

March 19, 1959. DECREE FOR DIVORCE.

Comes now the plaintiff in person and by attorney in the above entitled cause of action for divorce, and comes also the defendant in person and by attorney, and the cause being at issue, the day of hearing being more than sixty days from the date of issuance of the summons served on the defendant herein, which summons

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was served ten days before the date the summons was made returnable, the cause of action was submitted on complaint, and cross complaint, and the Court finds that the allegations of the cross-complaint, alleging statutory grounds for divorce, are true, and that the defendant (cross-complainant) is entitled to an absolute divorce from the plaintiff (cross-defendant).

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that defendant Frances E. Krise is hereby granted an absolute divorce from the plaintiff, Carroll A. Krise, Sr.

IT IS FURTHER ORDERED that a certain property settlement agreement hereinbefore entered into by and between the parties is hereby ratified and approved by the Court, attached hereto, and by this reference incorporated herein.

IT IS FURTHER ORDERED that the cross-plaintiff's former name, to-wit: Frances E. Kuhn, be restored.

That the plaintiff is hereby ordered to pay the costs of this action hereby taxed at \$6.85, and plaintiff now pays such costs.

Order Book 959 page 305.

Costs Paid.

Note: Property Settlement Agreement referred to in above decree reads in part as follows, to-wit:

THIS AGREEMENT made and entered into this 19 day of March, 1959, by and between Carroll A. Krise, Sr., of the City of Indianapolis, State of Indiana, First Party, and Frances E. Krise, of the City of Indianapolis, State of Indiana, Second Party.

WITNESSETH:

THAT WHEREAS, various and divers disputes and unhappy differences have arisen between the First Party and his wife, Second Party, and there is presently pending an action for absolute divorce in the Superior Court of Marion County, Indiana, Room 4, Cause No. C39434, wherein the First Party is plaintiff and the Second Party is defendant; and, it is the mutual desire of the parties to this agreement to make a complete and final adjustment of all their property and legal rights of every and any nature whatsoever.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, the parties do mutually agree as follows:

2. First Party shall, following a final decree of divorce, pay over unto Second Party the sum of \$5,000.00.

3. Both parties shall, immediately following the issuance of a final decree of divorce, execute a deed to William F. LeMond, as Trustee, for purposes of re-conveying to First Party, individually, the real estate



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commonly known as 5001 Lafayette Road, presently held as tenants by the entireties pursuant to a certain Warranty Deed to the parties by Paul E. Brown, Trustee, executed the 26th day of June, 1957, and recorded in Deed Record 1667, Page 501, Instrument 38391, Office of Recorder, Marion County, Indiana.

6. It is further agreed that either party will execute promptly any and all documents of every or any kind or character for the other which may be necessary or proper to carry out the terms hereof, and it is further agreed that the terms and provisions of this property settlement agreement may be incorporated in any decree of divorce which may hereafter be obtained by either party.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names the day and year first above written.

Carroll A. Krise, Sr.,  
First Party  
Frances E. Krise,  
Second Party

(Duly Acknowledged)

Town Lot Record  
1742 page 139  
Inst. #19972  
March 19, 1959  
Recorded  
March 19, 1959

Carroll A. Krise, Sr.  
----- and  
Frances E. Krise  
-----

Warranty Deed  
(No U.S.R.)

to  
William F. LeMond,  
Trustee

Part of the East 1/2 of the South East 1/4 of Section 12, Township 16 North, Range 2 East, Marion County, State of Indiana, more particularly described as follows:

Beginning on the east line of said half quarter section at a point 1032.60 feet south of the northeast corner thereof; thence south upon and along said east line 252 feet; thence west parallel along said line 253.72 feet to the center of Lafayette Road; thence northwest, along the center of said road 312.67 feet; thence east parallel with the north line of said half quarter section 439.52 feet to the place of beginning, containing 2 acres.

This deed is given to William F. LeMond, Trustee, in trust with full power and authority to convey the above-described real estate immediately upon demand, to Carroll A. Krise, Sr., individually.

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Town Lot Record  
1742 page 138  
Inst. #19971  
March 19, 1959  
Recorded  
March 19, 1959

William F. LeMond,  
Trustee

Trustee's Deed  
(No U.S.R.)

to  
Carroll A. Krise, Sr.

Part of the East 1/2 of the South East 1/4 of  
Section 12, Township 16 North, Range 2 East, Marion  
County, State of Indiana, more particularly described  
as follows:

Beginning on the east line of said half quarter  
section at a point 1032.60 feet south of the northeast  
corner thereof; thence south upon and along said east  
line 252 feet; thence west parallel along said line  
253.72 feet to the center of Lafayette Road; thence  
northwest, along the center of said road 312.67 feet;  
thence east parallel with the north line of said half  
quarter section 439.52 feet to the place of beginning,  
containing 2 acres.

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Misc. Record  
621 page 364  
Inst. #19970  
March 19, 1959  
Recorded  
March 19, 1959

STATE OF INDIANA, COUNTY OF MARION, SS:

Carroll A. Krise, Sr., being first duly sworn  
upon his oath, deposes and says: That he is 70 years  
of age, a resident of Marion County, State of Indiana,  
and a retired employee of the Indiana Bell Telephone  
Company.

Affiant further states that he is the owner of  
the following described real estate, to-wit:

Part of the East 1/2 of the South East 1/4 of  
Section 12, Township 16 North, Range 2 East, Marion  
County, State of Indiana, more particularly described  
as follows:

Beginning on the east line of said half quarter  
section at a point 1032.60 feet south of the northeast  
corner thereof; thence south upon and along said east  
line 252 feet; thence west parallel along said line  
253.72 feet to the center of Lafayette Road; thence  
northwest, along the center of said road 312.67 feet;  
thence east parallel with the north line of said half  
quarter section 439.52 feet to the place of beginning,  
containing 2 acres.

Affiant further states that his first wife, Emma M.  
Krise, died intestate on January 3, 1950; that this  
affiant and the said Emma M. Krise were husband and wife  
continuously from December 5, 1930, the date they acquired  
the above-described property, until the death of the said  
Emma M. Krise; that the personal estate of the said  
Emma M. Krise, at the time of her death, did not exceed  
the sum of \$1000.00, and was, therefore, not subject to  
Federal Estate Tax or Indiana Inheritance Tax.

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Affiant further states that he is one and the same person as is designated "Carroll A. Krise" in a deed recorded in Deed Record 87, page 703, Office of Recorder, Marion County, Indiana, and "Carroll A. Krise, Sr." in a deed recorded in Deed Record 1667, Page 500, Office of Recorder, Marion County, Indiana. Further affiant saith not.

Carroll A. Krise, Sr.

Before me, a Notary Public in and for said County and State, personally appeared Carroll A. Krise, Sr., also known as Carroll A. Krise, who acknowledged the execution of the foregoing affidavit, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 19 day of March, 1959.

Irene Hardin (L.S.)

Notary Public

My commission expires: 10-19-60.

Mortgage Record  
1979 page 59  
Inst. #19973  
March 19, 1959  
Recorded  
March 19, 1959

Carroll A. Krise, Sr.,  
unmarried  
to

Mortgage

Turner Building and  
Saving Association

Part of the East 1/2 of the South East 1/4 of Section 12, Township 16 North, Range 2 East, Marion County, State of Indiana, more particularly described as follows:

Beginning on the east line of said half quarter section at a point 1032.60 feet south of the north-east corner thereof; thence south upon and along said east line 252 feet; thence west parallel along said line 253.72 feet to the center of Lafayette Road; thence northwest, along the center of said road 312.67 feet; thence east parallel with the north line of said half quarter section 439.52 feet to the place of beginning, containing 2 acres.

Subject however, to all legal highways and rights of way.

To secure the performance of a certain contract of even date herewith in the principal sum of \$5600.00 with interest as provided in said contract from date until paid, said principal and interest being payable in amounts as provided in said contract; and the same, with all its provisions, is hereby expressly made a

666809

of this mortgage, as well as all other contracts of said Mortgagor engaging to repay Mortgagee any additional loan or loans, each such additional loan, however, not to exceed that amount which is the greater of \$500.00 or ten per cent of the principal sum hereinabove named, and in no event greater than the sum of \$1,000.00, and with 10% attorneys' fees.

Old Age Assistance Search

-13-

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

-14-

Examination has been made, as to the persons named under the heading of Judgment Search, and for the period so specified under said search, for judgments, as appear from the General Judgment Dockets of the Juvenile Court of Marion County, as said dockets are now entered up.

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

Judgment Search

-15-

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:

Carroll A. Krise  
or  
Carroll A. Krise, Sr.  
and  
Frances E. Krise,  
jointly and  
not individually

from June 22, 1957  
to and including  
March 19, 1959

and vs

Carroll A. Krise  
and  
Carroll A. Krise, Sr.

for the 10 years  
last past and  
against none other



666809

-16- Taxes for the year 1959 and prior years paid in full.

-17- Taxes for the year 1960 on the real estate for which this Abstract is prepared are assessed in the name of Carroll A. Krise, and are due and payable on or before the first Mondays in May and November of 1961.

General Tax Duplicate Nos. 107409-10, Pike Township Parcel Nos. 1608-9.

May Installment \$11.07 Paid.

November Installment \$11.07 Unpaid.

Assessed Valuation:

|               |                         |   |
|---------------|-------------------------|---|
| Land \$500.00 | Improvements \$1,260.00 | Soldiers Reg. Mtg. Exemption \$1,390.00 |
|---------------|-------------------------|---|

-18- 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) 120

COUNTY Marion

Names on Plans \_\_\_\_\_

Names in Trans Book \_\_\_\_\_

| Description or Addition  | Sec. | Twp. | Rge. | Acreage | Assessed Value |
|--------------------------|------|------|------|---------|----------------|
| Part of the E 1/2 SE 1/4 | 12   | 16   | 2    | 2 Ac    |                |
|                          |      |      |      |         |                |
|                          |      |      |      |         |                |

No U.S.R.

LAST OWNER OF RECORD

Deed Record 1907 p. 272 Recorded 1/25/62 Dated 1/25/62 Warranty Deed

Grantor Fleming L. Liggitt, Trustee, etc.

Grantee Carroll A. Krise, Sr. and Beatrice E. Krise, husband & wife

Address of Grantee \_\_\_\_\_

MORTGAGE RECORD

Mortgage Record p. Amount Dated

Mortgagor None

Mortgagee \_\_\_\_\_

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

MISCELLANEOUS RECORD Yes ( ) None ( X ) EASEMENTS Yes ( ) None ( X )

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

TAXES Current Paid ( ) Unpaid 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 21 day of Aug 1962 (William B. Stouffer) Abstractor

Prel. Approval of Title Date By Deputy Attorney General

Final approval of Abstract of Title Date BY Deputy Attorney General



694619

The following is an Extension of the original search by Union Title Company under No. 666809.

CAPTION

-1-

Continuation of Abstract of Title to Part of the East Half of the Southeast 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 on the east line of said half quarter section at a point 1032.60 feet south of the northeast corner thereof; thence south upon and along said east line 252 feet; thence west parallel along said line 253.72 feet to the center of Lafayette Road; thence northwest along the center of said road, 312.67 feet; thence east parallel with the north line of said half quarter section 439.52 feet to the place of beginning, containing 2 acres.

Subject to any legal highways or rights of way. Since September 20, 1961, 8 A.M.

Prepared For: Indiana State Highway Commission  
Division of Land Acquisition

-1- dld

694310

-2-

NOTE: We find no record of the marriage of Carroll A. Krise, Sr., to Beatrice E. ----- on file in the Clerk's Office of Marion County, Indiana.

Town Lot Record  
1907 page 270  
Inst. #7972  
Jan. 25, 1962  
Recorded  
Jan. 25, 1962

Carroll A. Krise, Sr. and  
Beatrice E. Krise,  
husband and wife

Warranty Deed

to

Fleming L. Liggitt, as  
Trustee, for the sole  
purpose of conveyance  
upon demand to

Carroll A. Krise, Sr. and  
Beatrice E. Krise,  
husband and wife

-3-

Part of the East One Half of the Southeast One Quarter of Section 12, Township 16 North, Range 2 East, Marion County, State of Indiana, described as follows:

Beginning on the East line of said Half Quarter Section aforesaid at a point distant 859.5 feet South of the Northeast corner thereof, then running South along said East line a distance of 425.10 feet; thence, West on a line parallel with the North line of said Half Quarter Section a distance of 253.72 feet, to the middle of the highway known as Lafayette Road; thence, Northwest along the center line of said highway to a point distant 935.25 feet South of the North side of said Half Quarter Section, said point being 511.30 feet West of the East side of said Half Quarter Section; thence East on a line parallel with the said North line of said Half Quarter Section a distance of 259.63 feet, thence, North on a line parallel to the East side of said Half Quarter Section a distance of 75.75 feet; thence, East on a line parallel to the North side of said Half Quarter Section 251 feet 8 inches to the place of beginning; containing 3 1/2 acres, more or less.

Subject to any and all legal highways or rights of way. The said Trustee, Fleming L. Liggitt, shall upon demand convey said lands to Carroll A. Krise, Sr., and Beatrice E. Krise, husband and wife.

Proper Citizenship Clause is attached.  
Instrument shows name of person preparing same.



694310

Town Lot Record  
1907 page 272  
Inst. #7973  
Jan. 25, 1962  
Recorded  
Jan. 25, 1962

Fleming L. Liggitt,  
as Trustee, for the  
sole purpose of conveyance  
to Carroll A. Krise, Sr. and  
Beatrice E. Krise,  
husband and wife

Warranty Deed

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to  
Carroll A. Krise, Sr. and  
Beatrice E. Krise,  
husband and wife

Part of the East One Half of the Southeast One Quarter of Section 12, Township 16 North, Range 2 East, Marion County, State of Indiana, described as follows: Beginning on the East line of said Half Quarter Section aforesaid at a point distant 859.5 feet South of the Northeast corner thereof, then running South along said East line a distance of 425.10 feet; thence West on a line parallel with the North line of said Half Quarter Section a distance of 253.72 feet, to the middle of the highway known as Lafayette Road; thence, Northwest along the center line of said highway to a point distant 935.25 feet South of the North side of said Half Quarter Section, said point being 511.30 feet West of the East side of said Half Quarter Section, thence East on a line parallel with the said North line of said Half Quarter Section a distance of 259.63 feet; thence North on a line parallel to the East side of said Half Quarter Section a distance of 75.75 feet; thence East on a line parallel to the North side of said Half Quarter Section 251 feet 8 inches to the place of beginning; containing 3 1/2 acres, more or less.

Subject to any and all legal highways or rights of way.

This deed is made in fulfillment of a certain trust this day created in a deed executed by Carroll A. Krise, Sr. and Beatrice E. Krise, Husband and Wife, to said Grantor, Fleming L. Liggitt, as Trustee, upon the express condition that said Trustee should, upon demand, at once convey said lands to Carroll A. Krise, Sr. and Beatrice E. Krise, husband and wife.

Proper Citizenship Clause is attached.

Instrument shows name of person preparing same.

694310

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Carroll A. Krise, Sr., died intestate March 6, 1962.

IN THE PROBATE COURT OF MARION COUNTY

Estate Docket  
E62 page 367

IN THE MATTER OF THE ESTATE OF CARROLL A. KRISE, SR.,  
DECEASED.

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March 13, 1962. Bond filed, Beatrice E. Krise,  
duly appointed and qualified as administratrix of the  
estate, of Carroll A. Krise, Sr., Deceased.

Order Book 567, page 371.

April 6, 1962. Proof of notice of appointment filed.  
"Pending".

NOTE: Petition for issuance of Letters of Adminis-  
tration shows the name, age, relationship to such decedent  
and place of residence of each known heir of such de-  
cedent's estate are:

| NAME                    | AGE   | RELATIONSHIP | RESIDENCE                                 |
|-------------------------|-------|--------------|---|
| Beatrice E. Krise       | Adult | Wife         | 5001 Lafayette Rd.,<br>Indianapolis, Ind. |
| Carolyn Elizabeth Krise | Adult | Daughter     | 5001 Lafayette Rd.,<br>Indianapolis, Ind. |
| Lillian Jones           | Adult | Daughter     | 450 S. Arlington,<br>Indianapolis, Ind.   |
| Jo Ann Flynn            | Adult | Daughter     | 1909 E. Ruth Dr.,<br>Indianapolis, Ind.   |
| Carroll A. Krise, Jr.   | Adult | Son          | 1515 Lafayette Rd.,<br>Indianapolis, Ind. |

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.

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694310

Juvenile Court  
Search

- 8 -

Examination has been made as to the persons named under the heading of Judgment Search, and for the period so specified under said search, for judgments, as appear from the General Judgment Dockets of the Juvenile Court of Marion County, as said dockets are now entered up.

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

Judgment Search

- 9 -

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:

Carroll A. Krise  
and  
Carroll A. Krise, Sr.

from September 20, 1961,  
8 A.M. to and including  
January 25, 1962

Carroll A. Krise  
or  
Carroll A. Krise, Sr.  
and  
Beatrice E. Krise  
jointly and  
not individually

from August 16, 1952,  
to and including  
March 6, 1962

and vs

Beatrice E. Krise

for the 10 years  
last past and  
against none other

694619

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

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Taxes for the year 1961 on the real estate for which this Abstract is prepared are assessed in the name of Carroll A. Krise, and are due and payable on or before the first Mondays in May and November of 1962.

General Tax Duplicate Nos. 107533-4, Pike Township, Parcel Nos. 1608-9.

May Installment \$24.32 unpaid.

November Installment \$24.32 unpaid.

Assessed Valuation

Land \$500.00    Improvements \$1260.00    Exemption \$1000.00

-12-

Taxes for the year 1962 now a lien.



PARCEL NO 33 L.A.  
PROJECT NO. I-65-3(17)120  
ROAD I-65

OWNER: CARROLL A. KRISE, SR.  
DRAWN BY D.L.M. CHECKED BY  
DEED RECORD 1742 PAGE 138 DTD, 3-19-59



CROSSHATCHED  
AREA IS  
APPROX. TAKE

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

SCALE 1" = 100'

