Form I.C.-120-BP LIMITED ACCESS

INDIANA STATE HIGHWAY COMMISSION

STATE OFFICE BUILDING INDIANAPOLIS 9, INDIANA RIGHT OF WAY GRANT

65 - 3PROJECT No.

SECTION (17)120

PARCEL No. 26 Perm, & 26 Temp

Sheets Sheet.

SEC. (17)120 DATED 1961 I PROJ. No. 65-3 PLANS ON SR. NO. I-65 SEC. Temp. R/W 5665 Perm. R/W 0.537 SQ. FT.For Building Removal ... ACRES, MORE OR LESS, ACQUIRED T. 16 N., R. 3 E. SEC. 18

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.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"

LEFT

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

61+20+NPL to 65+17+SPL 105

The following described right of way not hereinbefore described as Permanent right of way is Temporary right of way for the Removal of Buildings from the Permanent right of way hereinbefore described on said project and will revert to the Grantor upon the completion of said Building Removal.

160 64+52 to 65+55

More particularly described as follows:

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

Commencing at the Southwest corner of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana; thence North 987 feet along the West side of said Section; thence East, 748.8 feet to a point; thence South 886.8 feet to the point of beginning of PARCEL NO. 26-PERMANENT RIGHT OF WAY:

Thence South 37 degrees 19 minutes East, 390.2 feet to the South property line of the Grantor's land; thence South 89 degrees 26 minutes West, 74.9 feet along said property line to the East boundary of U.S.=52; thence North 37 degrees 19 minutes West, 390.2 feet along said boundary to the North property line of the Grantor's land; thence North 89 degrees 26 minutes East, 74.9 feet to the point of beginning and containing 0.537 acres, more or less.

ALSO:

The following described right of way not hereinbefore described as Permanent right of way is Temporary right of way for the Removal of Buildings from the Permanent right of way hereinbefore described on said project and will revert to the Grantor upon the completion of said Building Removal.

Commencing at the Southwest corner of Section 7, Township 16 North, Range 3 East, Marion County, Indiana; thence North 987 feet along the West side of said Section to a point; thence East, 898.4 feet to a point; thence South, 1083.1 feet to the point of beginning of PARCEL NO. 26-TEMPORARY RIGHT OF WAY:

Thence North 52 degrees 41 minutes East, 55.0 feet; thence South 37 degrees 19 minutes East, 103.0 feet; thence South 52 degrees 41 minutes West, 55.0 feet; thence North 37 degrees 19 minutes West, 103.0 feet to the point of beginning and containing 5,665

square feet, more or less.

DULY ENTERED FOR TAXATION

AUG 7 - 1962 PAlle U Clem Som

APR 1 9 1962

PARCEL NO. 26-Perm, 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 30 days from the date first payment is received, and \$1,700 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

The above and foregoing grant is made in consideration of payment of the sum of function — Dollars (\$ 19,000 00), which sum shall be paid or held in escrow Paul S. Mc namara and Ethel as specified to the order of. (Husband & Wife) 10 Mamara 4551 Lafayette Road, 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.

are binding.

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

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

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

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 4/75/5 00; Damages 1485 00; Total consideration 19000 00.

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(Grantor) (Grantor) (Grantor) (Grantor)

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(Grantor) (Grantor)

(Grantor) (Grantor)

Dated

This instrument prepared and checked with project plans for Division of Right of Way.

DESCRIPTION JUL 1962 & FORM OK'D us ch

AMOUNT APPROVED JUL 19152 BY harles

PAID BY WARRANT DATED_

ABOVE GRANT IS HEREBY ACCEPTED.

Indiana State Highway Commission



State of Indiana, County of Adams Services Services and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated facts therein are true, this day of Services Serv	State of Indi	88	:	3 .
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Witness my hand and official seal. My Commission expires. Notary Public. State of Indiana, County of	facts therein are true this	day of	, and being duly sworing upon	Right Oath Stated
My Commission expires State of Indiana, County of	Witness my hand and official soul			AND RES
Personally appeared before me. and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated facts therein are true, this	My Commission owning		ARAMAI	Page
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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 description the attached grant, is conveyed, hereby releases from said mortgage and/or lien said granted right way, and do hereby consent to the payment of the consideration therefor as directed in said grant, and day of				their oath stated
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The undersigned owner of a mortgage and/or lien on the land of which the right of way descripted in the attached grant, is conveyed, hereby releases from said mortgage and/or lien said granted right way, and do hereby consent to the payment of the consideration therefor as directed in said grant, and day of the consideration therefor as directed in said grant, and grant, and grant day of the consideration therefor as directed in said grant, and grant day of the consideration therefor as directed in said grant, and grant day of the consideration therefor as directed in said grant, and grant day of the consideration therefor as directed in said grant, and grant day of the consideration therefor as directed in said grant, and grant day of the consideration therefor as directed in said grant, and grant day of the consideration therefor as directed in said grant, and grant day of the consideration therefor as directed in said grant, and grant day of the consideration therefor as directed in said grant day of the consideration therefor as directed in said grant day of the consideration therefor as directed in said grant day of the consideration therefor as directed in said grant day of the consideration therefor as directed in said grant day of the consideration therefor as directed in said grant day of the consideration therefor as directed in said grant day of the consideration therefor as directed in said grant day of the consideration therefor as directed in said grant day of the consideration therefor as directed in said grant day of the consideration therefor as directed in said grant day of the consideration therefore as directed in said grant day of the consideration therefore day of the consideratio	My Commission expires		(3038872))	Not P. LU
day of 19 (Seal) DULY ENTERED (Seal) FOR TAXATION (Seal) AUG 7 - 1962	The undersigned owner of a mortg	age and/or lien	on the land of which the rig	ght of way descri
(Seal) State of County of Personally appeared before me above named and duly acknowledged the execution of the above release the day of (Seal) DULY ENTERED (Seal) AUG 7 - 1962				
State of				OFF
State of AUG 7 - 1962 County of Service Servi		(Seal)	DULY ENTE	PION (Se
Personally appeared before me above named and duly acknowledged the execution of the above named and duly acknowledged th			FUR TAXAL	(Se
Personally appeared before me above named and duly acknowledged the execution of the above lease the day of , 19	State of			rision of Right of V
above named and duly acknowledged the execution of the ab	County of S	. Lory	ho 1	elle
above named and duly acknowledged the execution of the ab	Personally appeared before me	V8 F 8 8 7 6	Olem Di	AUDITOR
release the day of 19			1 LT construction of the same	ORM ORD JUST
				recution of the abo
Witness my hand and official seal.	release theday of	***************************************	., 19	
	Witness my hand and official seal.			
My Commission expires				Notary Public.

A.D. PRW

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 · 100 NORTH SENATE AVENUE INDIANAPOLIS, INDIANA

August 2, 19 62

To	Paul S. & Ethel 4551 Lafayette Indianapolis, I	Road	McNamara	
GE	NTLEMEN:			
	We enclose State Warra			19

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	
June 4, 1962	
Parcel# 26-Perm, 26-Temp.	
	17,100.00

	PLEASE RECEI	PT AND	RETURN	
Received Pa	yment: Auck	Illy.	Marie	ola
Date.	-4-69			



INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 · 100 NORTH SENATE AVENUE INDIANAPOLIS, INDIANA

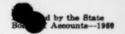
August	2, 19.62
To Paul S. & Ethel Cummins McNamara 4551 Lafayette Road Indianapolis, Indiana	
GENTLEMEN: We enclose State Warrant No. A 091193-7/19/6 in settlement of the following vouchers:	219
DESCRIPTION	AMOUNT
Purchase For the purchase of Right of Way on State Road No. I-65 in Marion County I Project 65-3	
Section (17) as per Grant dated June 4, 1962 Parcel# 26-Perm, 26 Temp.	
	\$1,900 00

Received Payment: Land Alle touring a

PLEASE RECEIPT AND RETURN

Date 11-9-64





APPRAISAL PARTIAL TAKING

PROJECT 1-65-3 (17) 120 1-65 COUNTY Marion PARCEL NO. 26 & 26-1
PROPERTY OWNER Paul S & Ethel C McNamara 4551 Lafayette Road, Indpls, Ind
Tele: Ax 1-6960 Address
Present Use Residential Acres 3.472 ac Value Per Acre (Average) Schedule "A"
VALUE — LAND Schedule "A"
ZONED: R-3 Residential
VALUE OF PART TAKEN
Land — Temporary R/W Permanent R/W 5,665 sq ft @ see attached sheet \$ 109 0.537 ac @ see attached sheet
<u></u>
IMPROVEMENTS — See Schedule "B" NALUE OF IMPROVEMENTS IN B (W. TAKING
VALUE OF IMPROVEMENTS IN R/W TAKING
a valuation by the income approach.
SEVERANCE DAMAGE (See Memo Attached)
LIMITED ACCESS DAMAGE (See Memo Attached)
PROXIMITY DAMAGE is now feet from R/W. Will be feet from R/W. DAMAGES considered at %
Rev. Appr. See Attachment
Value of Part Taken — including temporary R/W
Value After Taking — including temporary R/W
Plus Amount Shown as Temporary R/W
Adjusted Residual Value
In my opinion the new facility will create a Special Benefit to this property, thereby, increasing its value in the amount of \$_None
certify that I Have personally inspected the improvements on this property. (have — have not)
Dated this 5th day of April 19 62.
John fr Sullivan B-12604

RESOLUTION

WHEREAS, The Indiana State Highway	Commission of	Indiana has her	etofore
acquired by Grant	da ted	6-4-62	
executed by the STATE OF INDIANA and	1 Paul McNar	oara .	
A frame house with att con			
including trees, shrubs and fence, i	f any, on Ro	ad #I-65	
located within the limits of the pro	posed improv	ements to be made	e on said
highway. The parcel of real estate	is situated	in Varion	County,
Indiana, and more particularly descr	ribed as foll	ows:	
part Nº 1/4 Sec 18	8 Top 16N Rer	nge 3E	
			and,
WHEREAS, the parcel of real estate h	eretofore de	scribed was so n	
the Indiana State Highway Commission			
I-65 through said Cou			and,
WHEREAS, the above mentioned building		vements located of	on right of
way of said proposed construction pro			
			and,
WHEREAS, it is necessary, in order to	o properly co	onstruct and impr	rove said
highway, to sell buildings and other	improvements	and to cause th	eir removal
from the strip of right of way as abo	ove described	i and as by law p	rovided.

BE IT RESOLVED, therefore, by the Indiana State Highway Commission of Indiana, that said building so described be advertised, sold and caused to be removed from right of way of said highway project within a definite time to be fixed in the notice and terms of sale thereof, all as by law provided,

BE IT FURTHER RESOLVED, that a copy of this Resolution be submitted to the Director of Public Works as his warrant of authority for the disposal of said personal property as herein requested.

Offices of the Indiana State Highway Commission of Indiana.

This is to certify that the attached is a full, true and complete copy of a Resolution authorizing the sale of improvements on the right of way as described, as the same appears in the minutes of the Commission in the State Office Building in the City of Indianapolis, Indiana.

Roy & Whitton.

SEAL:

BUYERS REPORT

OWNER Paul El Ethel Mc Manuara PHONE # (Other interested parties and relationship) ADDRESS OF OWNER 4551 Safayette Rea DATE ASSIGNED 5/18/62 DATE OF CONTACT 6-4-62 TIME OF CONTACT 4,00 PM DATE OF PREVIOUS CONTACT 5/31/62 OFFER \$ 19000 000	26-26T AX1-6960
ADDRESS OF OWNER 455/ Safayette Roa DATE ASSIGNED 5/18/62 DATE OF CONTACT 6-4-62 TIME OF CONTACT 4,00 PM DATE OF PREVIOUS CONTACT 5/31/62 OFFER \$ 19000 =	
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DATE OF CONTACT 6-4-62 TIME OF CONTACT 4,00 PM DATE OF PREVIOUS CONTACT 5/31/62 OFFER \$ 19000 =	de Indianapolis, Indian
TIME OF CONTACT 4,00 PM DATE OF PREVIOUS CONTACT 5/31/62 OFFER \$ 19000 =	
DATE OF PREVIOUS CONTACT 5/31/62 OFFER \$ 19000 =	
OFFER \$ 19000 00	
DETAIL CONTACT* Met with Mr &	
. + 1 1)	Mrs Mc Marrara by
appointment Discussed la	ke and completed
papus for signature.	
ACTION TAKEN** Secured 6-	4-62
	SIGNED Norman Eduarde

** 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.

BUYERS REPORT

PROJECT I 65-3-(17) PARCEL # 26-26T OWNER Paul & Ethel Me Jamara PHONE # AX 1-6960
(Other interested parties and relationship)
ADDRESS OF OWNER 4551 Jafayette Road, Indianapolis, Ind. DATE ASSIGNED 5/18/62
DATE OF CONTACT 3/31/62 TIME OF CONTACT 3:00 P.M. DATE OF PREVIOUS CONTACT FIRST
OFFER \$ 19,000 00
DETAIL CONTACT* Talked with Mr Mc Mamara for more than
answed questions on moving time - when he will be paid: ingress and egues to Huy 52 etc.
ACTION TAKEN** Made appointment for 4:00 P.M. Monday
time. He will see his lawyer and give
SIGNED Jorman 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.

BUYERS REPORT

PROJECT 165-3-(7)	PARCEL # 26 - 26 T
OWNER Paul El Ethel Mc namara	PHONE # AX1-6960
(Other interested parties and relationshi	p)
	01011
ADDRESS OF OWNER 4551 Jafayette	Road, Indianapolis, Indian.
DATE ASSIGNED 5/18/62	
DATE OF CONTACT 6-4-62	
TIME OF CONTACT 4,00 PM	
DATE OF PREVIOUS CONTACT 5/31/62	
OFFER \$ 19000 as	
appointment Discussed papers for signature	El Mrs Mc Manaia by
appointment discussed	I take and completed
spapus for signatu	ce,
ACTION TAKEN** Seamed	6-4-62
	SIGNED Horman 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.

BUYERS REPORT

PROJECT T 65-3-(7)	ARCEL # 26 - 26T
OWNER Paul Ed Ethel Me namara P	HONE # AX 1-6960
(Other interested parties and relationship	
ADDRESS OF OWNER 45-5-1 Lafayette	Road, Indianapolis, Ind.
DATE ASSIGNED 5/18/62	
DATE OF CONTACT 5/31/62	
TIME OF CONTACT 3:00 P.M.	
DATE OF PREVIOUS CONTACT FIRST	
OFFER \$ 19,000 00	
DETAIL CONTACT* Talked with Mr.	menamora for more than
one hour realked proper answered questions on me	ty take, Located stakes
answerd questions on me	ving time - when he
will be paid . ingress a	nd egus to Hury 52 etc.
Mal plane all.	
ACTION TAKEN** Made appoints	went for 4:00 P.M. Monday
June 4th mrs mc Manage	a well be home at that
ACTION TAKEN** Made appointed fine 4th, Mrs Mc Manuare Stime. He will see he an answer then.	s lawyer and give
an answer then,	
	SIGNED Jorman 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.

TITLE AND ENCUMERANCE REPORT

DIVISION OF LAND ACQUISITION INDIANA STATE HIGHWAY COMMISSION S.R. 65 PROJ. 1-65-3 [17] COUNTY Marion Names on Plans Names in Trans. Book Description or Addition Sec. Twp. Rge. Acreage Assessed Value Pt NW (Fractional) 18 16 3 Also, Pt SW¹/₄ 7 16 3 Also Portion of SW 1/4 7 16 3 LAST OWNER OF RECORD Deed Record 1552 P. 566 Recorded 11/23/1954 Dated 11/18/154ed Grantor Alphabet Realty Corporation, an Indiana Corporation Grantee Paul S. McNamara and Ethel Cummins McNamara, husband and wife Address of Grantee MORTGAGE RECORD Mortgage Record P. Amount Dated Mortgagor____ Mortgagee JUDGMENT RECORD Yes () None (x) LIS PENDENS RECORD Yes () None () MISCELLANEOUS RECORD Yes () None (X) EASEMENT Yes () None () If answer to any of above is yes, clarify on back of sheet or on attached sheet. TAXES May Current Paid (____) Delinquent () Unpaid 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 seme period are set forth. By Deputy Attorney General

Deputy Attorney General

Final Approval of Title

Abstract of Title from September 25, 1941 to September 25, 1961, inclusive, to Part of the fractional north west 1/4 of Section 18, Township 16 North, Range 3 East, in Marion County, Indiana, more particularly described as follows:

Beginning at the northwest corner of the east 1/2 of said northwest 1/4 section, and running thence east along the north line thereof, a distance of 186.98 feet; thence south 20 degrees and 22 minutes east 153.90 feet to a point; thence west parallel with the north line of said 1/4 Section to the center of the Lafayette Road, thence in a northwesterly direction along the center of said Road 181.10 feet to the north line of said 1/4 Section; thence east along said north line 195.20 feet to the place of beginning, containing 1.182 acres.

Also part of the southwest 1/4 of Section 7, Township 16 North, Range 3 East, more particularly described as follows:

Beginning at a point in the south line of said 1/4 section where said south line is intersected by the center line of Lafayette Road as now permanently improved; running thence east in and along said south line a distance of 528.28 feet to a point, running thence morth parallel to the east line of said 1/4 section, a distance of 90 feet to a point, running thence west parallel to the south line of said 1/4 Section, a distance of 595.13 feet to a point in the center line of aforesaid Lafayette Road; running thence southeasterly in and along said center line a distance of 112.10 feet to the place of beginning, containing in all 1.16 acres, be the same more or less.

Also a portion of the southwest 1/4 of Section 7, Township 16 North, of Range 3 East, more particularly described as follows:

Beginning in the middle of the Lafayette Road as now permanently improved at a point distant 112.10 feet northwesterly from the point of intersection of the middle line of said road with the south line of said 1/4 Section, (measured in the middle line of said road); thence east, parallel with the south line of said 1/4 Section, 595.13 feet to a point; thence north parallel with the east line of said 1/4 Section, 80 feet to a point; thence west parallel with the south line of said 1/4 Section 654.58 feet to a point in the middle of the Lafayette Road; thence southeasterly along and with the middle of said Lafayette Road 99.55 feet to the place of beginning, containing 1.13 acres, more or less.

Prepared for: Indiana State Highway Commission.

CONVEYANCES

to

Deed Record Lands 86 page 79 Inst.#31866 July 31, 1929 Recorded Aug. 3, 1929

Cassius F. Glidewell and, Anna Glidewell, his wife,

Warranty Deed

Harry H. Hays and, Levern P. Hays, husband and wife

Part of the Southwest Quarter of Section 7, Township 16 North, Range 3 East, more particularly described as

follows, to-wit:

Beginning at a point in the center of the Lafayette Road as now permanently improved distant 112.1 feet Northwesterly along the center line of said road from its intersection with the South line of said quarter section, running thence East parallel to the South line of said quarter section a distance of 595.13 feet to a point; running thence North parallel to the East line of said quarter section a distance of 80 feet to a point, running thence West parallel to the South line of said quarter Section, a distance of 654.58 feet to a point in the center line of Lafayette Road, running thence southeasterly in and along said center line a distance of 99.55 feet to the place of beginning, containing in all 1.13 acres, be the same more or less, excepting therefrom all legal highways.

Subject to the following restrictions: Said property shall never be sold, leased or rented to a person of the colored race nor to a person not an

person of the colored race nor to a person not an

American citizen.

Said property shall be used for residential purposes only. No building shall be built nearer than 90 feet to the edge of the highway adjoining said property.

Deed Record Lands 86 page 80 Inst.#31871 July 31, 1929 Recorded Aug. 3, 1929

3

Cassius F. Glidewell and, Anna B. Glidewell, his wife,

Quit Claim Deed

to

Harry H. Hays and, Levern P. Hays,

husband and wife,
Part of the Southwest quarter of Section 7, Township 16 North, Range 3 East, more particularly described as follows:-

Beginning at a point in the South line of said quarter Section where said South line is intersected by the center line of Lafayette Road as now permanently improved; running thence East in and along said South line a distance of 528.28 feet to a point; running thence North parallel to the East line of said quarter Section a distance of 90 feet to a point; running thence West parallel to the South line of said quarter section, a

(Over)

distance of 595.13 feet to a point in the center line of aforesaid Lafayette Road; running thence Southeasterly in and along said center line, a distance of 112.10 feet to the place of beginning, containing in all 1.16 acres, be the same more or less.

Subject, however, to all legal highways or right

of ways.

This deed is given for the sole purpose of releasing certain restrictions as to the above described real estate only, such restrictions released hereby are set out in the following deed, to-wit: Deed executed by Cassius F. Glidewell and Anna B. Glidewell, his wife, to Fletcher Ferguson and Helen Ferguson, husband and wife, on August 22, 1928 and recorded in Deed Record Lands 84 page 185; deed executed by Fletcher Ferguson and Helen Ferguson, husband and wife, to Cassius F. Glidewell and Anna A. Glidewell, on the 22nd day of August, 1928 and recorded in Deed Record Lands 84 page 186; deed executed by Cassius F. Glidewell and Anna B. Glidewell, his wife, to Harry H. Hays and LaVern Hays, husband and wife, on the 5th day of October 1928 and recorded in Deed Record Lands 84 page 336 of the records in the office of the Recorder of Marion County, Indiana.

Deed Record Lands **8**7 page 10 Mch. 12, 1930 Recorded Mch. 31, 1930

4

By Francis W. Payne, Vice President, Attest: William T. Pearcy, Secretary, to Harry H. Hays and, Levern P. Hays,

Washington Bank and Trust

Company, Trustee, (Corp.Seal)

husband and wife,
Part of the Fractional North West 1/4 of Section 18, Township 16 North, Range 3 East, more particularly described as follows, to-wit:
Beginning at the Northwest corner of the East 1/2

Warranty Deed

of said North West 1/4 Section and running thence East, along the North line thereof a distance of 186.98 feet; thence South 20 degrees and 22 minutes East 153.90 feet to a point; thence West parallel with the North line of said 1/4 Section to the center of the Lafayette Road; thence in a Northwesterly direction along the center of said Road 181.10 feet to the North line of said 1/4 Section; thence East along said North line 195.20 feet to the place of beginning; containing 1.182 acres.

Subject to all legal highways. Subject to all taxes, liens and encumbrances of record.

Deed Record 1352 page 355 Inst.# 60621 Sept. 13, 1949 Recorded Oct. 11, 1949

Harry H. Hays and, Levern P. Hays, husband and wife, Alphabet Realty Corporation

Warranty Deed Revenue Stamps Attached in the amount of \$9.35.

(With other real estate).

Part of the Fractional North West Quarter of Section 18, Township 16 North, Range 3 East, more particularly described as follows:

Beginning at the Northwest corner of the East half of the said Northwest quarter Section and running thence East along the north line thereof a distance of 186.98 feet; thence South 20 degrees 22 minutes east 153.90 feet to a point; thence West parallel with the North line of the said Quarter Section to the center of the Lafayette Road, thence in a Northwesterly direction along the center line of the said road 181.10 feet to the North line of the said Quarter Section; thence East along the said North line 195.20 feet to the place of beginning, containing 1.182 acres.

Subject to legal highways and rights of way. Also part of the Southwest Quarter of Section 7, Township 16 North, Range 3 East, more particularly described as follows:

Beginning at a point in the South line of the said quarter Section where said South line is intersected by the center line of the Lafayette Road as now permanently improved; running thence East in and along the said South line a distance of 528.28 feet to a point; running thence North parallel with the East line of the said Quarter Section a distance of 90 feet to a point; running thence West parallel with the South line of the said Quarter Section a distance of 595.13 feet to the center line of the aforesaid Lafayette Road; running thence Southeasterly in and along the center line of the said Road a distance of 112.10 feet to the place of beginning, containing 1.16 acres, more or less.

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

Also a part of the Southwest Quarter of Section 7, Township 16 North, Range 3 East, more particularly described as follows:

Beginning at a point in the center line of the Lafayette Road as now permanently improved and located, which point is distant 112.1 feet northwesterly from the intersection of middle line of the said road with the South line of the said quarter Section (measured along the middle line of the said Road) thence east parallel with the South line of the said Quarter Section 595.13 feet to a point; thence North parallel with the East line of the said Quarter Section 80 feet to a point; thence West parallel with the South line of the said Quarter Section 654.58 feet to a point in the center line of the said Lafayette Road; thence southeasterly along and with the center line of the said Lafayette Road 99.55 feet to the place of beginning, containing 1.13 acres, more or less, subject, however to all legal highways and rights of way.

Deed contains usual citizenship statement.

lawyers Title Insurance Grporation

Misc. Record 270 page 211 May - 1936 Recorded May 27,1936

6

Alphabet Realty Corporation

Articles

The purpose of purposes for which it is formed are as follows:

In furtherance and not in limitation of the

powers conferred by law.

(a) To continue as a corporation under its corporate name, perpetually.

(b) To sue and be sued in its corporate name.

(c) To have a corporate seal and to alter the same at pleasure, and to use such seal generally, but theuse of such seal shall be necessary only as required by law.

(d) To acquire, own, hold, use, lease, mortgage, pledge, sell. convey or otherwise dispose of property real or personal, tangible or intangible, legal or

equitable.

(e) To borrow money and to issue, sell or pledge its obligations of indebtedness, and to mortgage or pledge its property and franchises to secure the

payment thereof.

(f) To conduct business in this State and elsewhere, to have one or more offices out of the State, and to acquire, own, hold and use, and to lease, mortgage. pledge, sell, convey or otherwise dispose of property, real or personal, tangible and/or intangible out of this state.

(g) To acquire, guarantee, hold, own and vote and to sell, assign, transfer, mortgage, pledge, or other wise dispose of the capital stock, bonds, securities or other evidence of indebtedness of any other

corporation, domestic or foreign. (h) To purchase, own, and/or hold and to sell and transfer, (but not to vote) shares of its own capital stock if and when the capital of this corporation is not thereby impaired.

(i) To appoint such officers and agents as the business of this corporation may require and to define their duties and fix their compensation.

(j) By its Board of Directors to make, alter, amend or repeal by laws for the government and regulation of its affairs.

(over)

L. M. BROWN ABSTRACT CC.

452943 of the State of Indiana, entitled "The Indiana General Corporation Act", approved March 16,1929 to corporations organized thereunder and all the powers conferred by all acts heretofore or hereafter amendatory or supplemental to the said act or the said laws; and enumeration of certain powers as herein specified is not intended as exclusive of or as a waiver of, any of the powers, rights or privileges granted or conferred by the said act or the said laws now or hereafter enforced, provided however, that the corporation shall not in any state, territory, district, possession or country, carry on any business or exercise any powers which a corporation organized under the laws thereof could not carry on or exercise. The period during which it is to continue as a corporation is perpetual. The amount of the capital stock with which this corporation shall begin business is \$500.00. The names and addresses of the first Board of Directors are as follows: Glenn B.Ralston, R.R. 17, Box 325, Indianapolis. Gail C.Ralston, R.R. 17, Box 325, Indianapolis. Zimri B. Hunt, 521 Lemcke Bldg., Indianapolis. Misc. Record Gail C.Ralston, Affidavit 270 page 215 Glenn B. Ralston, May 23, 1936 Zimri B. Hunt. Recorded May 27,1936 Affiants being not less than a majority of the Board of Directors of Alphabet Realty Corporation, each being duly sworn upon oath does hereby state that the sum of \$500.00 with which said corporation 7 shall begin business has been fully paid in. Gail C.Ralston Glenn B.Ralston Zimri B. Hunt. L. M. BROWN ABSTRACT CO. 7

Deed Record 1552 page 566 Inst.#83323 Nov. 18, 1954 Recorded Nov. 23, 1954

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Alphabet Realty Corporation, an Indiana Corporation, (Corp.Seal) By: Robert E. Huffman, President, Attest: Gail C. Huffman, Secretary

Warranty Deed Revenue Stamps Attached

to

Paul S. McNamara and,

Ethel Cummins McNamara,
husband and wife, (With other real estate).
(Same real estate as in Deed Record 1352 page 355).
Robert E. Huffman, as President, and Gail C. Huffman,
as Secretary of said Grantor Corporation, do hereby represent and state that they havebeen duly authorized as such Officers by the Board of Directors of said Corporation to execute this conveyance on behalf of said Corporation; that said Corporation does not have issued or outstanding any preferred stock; that said Corporation was incorporated under the laws of the State of Indiana, and is not acting directly or indirectly in any capacity whatsoever for any foreign country or national thereof; that there is no one other than above grantor who has had any proprietary right, title or interest in the above described real estate, either directly or indirectly, during grantor's ownership, that these representations and statements are made under oath to induce the acceptance of this deed of conveyance.

WE FIND NO FURTHER CONVEYANCES

ENCUMBRANCES

MORTGAGES

lawyers Title Insurance Grporation

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

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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.

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(Orporation

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.

Alphabet Realty Corporation, from September 25, 1951 to November 23, 1954, inclusive.

Paul S. McNamara and Ethel Cummins McNamara, jointly and not individually, 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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M. BROWN DIVISIO

Lawyers Title Insurance Grporation

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TAXES

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

Taxes for the year 1960, assessed in the names of Paul S. and Ethel Cummins McNamara

ASSESSED VALUATION:

Land \$820.00
Improvements \$2530.00
Exemption \$--Net Valuation \$3350.00

Parcel Nos. 1119-1120-1121
General Tax Duplicate Nos. 107728-29-30
Pike Township
are due and payable the first Monday in May and November,
1961.

May installment \$100.20 paid Nov.installment \$100.20 unpaid

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

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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.
- IV. 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

to and including

September 25, 1961 and covers Paragraphs No. 1 to

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both inclusive, and Sheets No. 1

both inclusive.

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Form 13-1-4 Lawyers Title Insurance Corporation L. M. BROWN DIVISION Abstracts - Escrows -- Title Insurance 452943 In The UNITED STATES DISTRICT COURT SEARCH FOR BANKRUPTCIES At the Request of

150 EAST MARKET STREET - PHONE MELROSE 8-6401 - INDIANAPOLIS 4, INDIANA

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 and all other Divisions of the State of Indiana down to and including September 25, 1961

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.

> Alphabet Realty Corporation Paul S. McNamara Ethel Cummins McNamara

> > LAWYERS TITLE INSURANCE CORPORATION

September 25, 1961 Dated

Continuation of Abstract of Title to A part of the fractional north west 1/4 of Section 18, Township 16 North, Range 3 East, in Marion County, State of Indiana, more particularly described as follows: Beginning at the northwest corner of the east 1/2 of said northwest 1/4 Section, and running thence east along the north line thereof a distance of 186.98 feet; thence south 20 degrees and 20 minutes east 153.90 feet to a point; thence West parallel with the North line of said 1/4 Section to the center of the Lafayette Road, thence in a northwesterly direction along the center of said Road 181.10 feet to the north line of said 1/4 Section; thence east along said north line 195.02 feet to the place of beginning, containing 1.182 acres.
Also part of the southwest 1/4 of Section 7, Township

16 North, Range 3 East, more particularly described as

follows:

lauyers Title Insurance Grporation

Beginning at a point in the south line of said 1/4 Section where said south line is intersected by the center line of Lafayette Road; as now permanetly improved; running thence east in and along said south line a distance of 528.28 feet to a point; running thence north parallel to the east line of said 1/4 section, a distance of 90 feet to a point, running thence West parallel to the south line of said 1/4 Section, a distance of 595.13 feet to a point in the center line of aforesaid Lafayette Road; running thence southeasterl in and along said center line a distance of 112.10 feet to the place of beginning, containing in all 1.16 acres, be the same more or less.

Also a portion of the southwest 1/4 of Section 7, Township 16 North, of Range 3 East, more

particularly described as follows:

Beginning in the middle of the Lafayette Road as now permanently improved at a point distant 112.10 feet northwest erly from the point of intersection of the middle line of said road with the south line of said 1/4 Section, (measured in the middle line of said road); thence east, parallel with the south line of said 1/4 Section, 595.13 feet to a point; thence north parallel with the east line of said 1/4 Section, 80 feet to a point; thence West parallal with the South line of said 1/4 Section 654.58 feet to a point in the middle of the Lafayette Road; thence southeasterly along and with the middle line of said Lafayette Road 99.55 feet to the place of beginning, containing 1.13 acres, more or less.

Prepared for: Indiana State Highway. Since date of September 25, 1961.

INDIANAPOLIS. INDIANA

BROWN DIVISION

Lawyers Title Insurance (Orporation

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WE FIND NO FURTHER CONVEYANCES

ENCUMBRANCES

MORTGAGES

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

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

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.

Paul S. McNamara and Ethel Cummins McNamara, jointly and not individually, from September 21, 1961 to date.

None found unsatisfied.

ASSESSMENTS

Lawyers Title Insurance (orporation

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

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Lawyers Title Insurance Grporation

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TAXES

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

Taxes for the year 1961, assessed in the names of Paul S. and Ethel Cummins McNamara

ASSESSED VALUATION:

 Land
 \$ 820.00

 Improvements
 \$ 2530.00

 Exemption
 \$ - -

 Net Valuation
 \$ 3350.00

Parcel Nos. 1119-1120-1121
General Tax Duplicate Nos. 107817-107818-107819
Pike Township
are due and payable the first Monday in May and November,
1962.

May installment \$107.20 unpaid Nov.installment \$107.20 unpaid

Taxes for the year 1962, became a lien March 1st, and are due andpayable in May and November, of the year, 1963.

11

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, 1961 from June 15, 1962

to and including

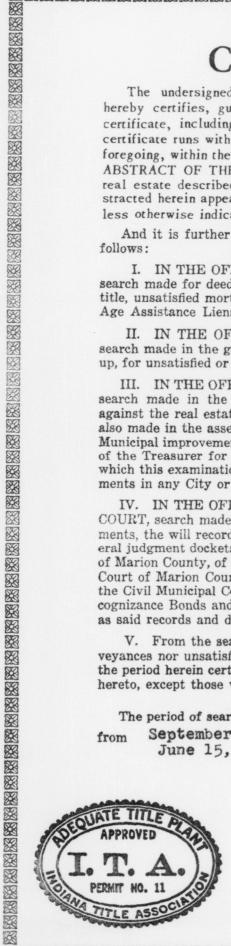
and covers Paragraphs No. 1 to both inclusive, and Sheets No. 1

both inclusive.

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LAWYERS TITLE INSURANCE CORPORATION

L. M. BROWN TITLE DIVISION
By M & Sullivan



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Lawyers Title Insurance Corporation

L. M. BROWN DIVISION

Abstracts - Escrows - Title Insurance

150 EAST MARKET STREET - PHONE MELROSE 8-6401 - INDIANAPOLIS 4, INDIANA

457576

In The UNITED STATES DISTRICT COURT

SEARCH FOR BANKRUPTCIES

At the Request of

Indiana State Highway

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 June 15, 1962 and all other Divisions of the State of Indiana down to and including June 1, 1962

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.

Paul S. McNamara

Ethel Cummins McNamara

LAWYERS TITLE INSURANCE CORPORATION

L. M. BROWN DIVISION

Dated June 15, 1962 By M Lullivan

PARCEL NO: 26 PERM.

PROJECT No : I-65-3 (17)120

ROAD : I-65

OWNER: P.S & E.C. McNAMARA

DRAWNBY: R.D.P CHECKED BY:

DEED RECORD: 1552 PAGE: 566 DATED: 11-18-54

COUNTY : MARION TOWNSHIP : PIKE

SECTION : 7\$18

T

: 16 N

R : 3 E

SCALE

1" 330'

