

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

INDIANA STATE HIGHWAY COMMISSION
STATE OFFICE BUILDING
INDIANAPOLIS 9, INDIANA
RIGHT OF WAY GRANT

FUND I
PROJECT No. 65-3
SECTION (17)120

PARCEL No. 17 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. _____, I PROJ. No. 65-3 SEC. (17)120 DATED 1961
SEC. 12, T. 16N, R. 2 E Perm. R/W 0.975 ~~XXXXXX~~ 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) "A"

	<u>LEFT</u>	<u>RIGHT</u>
76+70± NPL to 79+30± SPL		PL
76+70± NPL to 80+84±	130± to 140±	
80+84± to 79+30± SPL	EPL	

More particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of Section 12, Township 16 North, Range 2 East, Pike Township, Marion County, Indiana; thence West along the North line of said Quarter Section 1312.86 feet; thence Southwardly along centerline of Moller Road, 1162.40 feet; thence East, 388.8 feet to a point; thence South 49.7 feet to the point of beginning of PARCEL NO. 17-LIMITED ACCESS RIGHT OF WAY:

Thence South 0 degrees 45 minutes East, 53.4 feet along the East line of Grantor's land to the South property line thereof; thence South 89 degrees 3 minutes West, 371.1 feet along said South property line to the East boundary of Moller Road; thence North 0 degrees 45 minutes West, 134.5 feet along said boundary to the North property line of Grantor's land; thence North 89 degrees 3 minutes East, 189.5 feet along said property line; thence South 63 degrees 39 minutes East, 14.5 feet; thence South 67 degrees 7 minutes East, 184.2 feet to the point of beginning and containing 0.975 acres, more or less.

Handwritten signatures and initials: R.A.P., A.T.

DULY ENTERED FOR TAXATION

AUG 7 - 1962

Clara Smith
COUNTY AUDITOR

JUL 2 1962

FEB 2 1962

State of Indiana, County of _____ ss:

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

Witness my hand and official seal.

My Commission expires _____

Notary Public.

State of Indiana, County of _____ ss:

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

Witness my hand and official seal.

My Commission expires _____

Notary Public.

State of Indiana, County of _____ ss:

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

Witness my hand and official seal.

My Commission expires _____

Notary Public.

State of Indiana, County of Marion ss:

Personally appeared before me Roy J Taylor & Aline Taylor (H+W) and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 5th day of June, 1962.

Witness my hand and official seal.

My Commission expires 3/6/65

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

6th day of June, 1962

(Seal) Armed Savings Loan Assoc. (Seal)

(Seal) By W. Fitzpatrick President (Seal)

State of Indiana }
County of Marion } ss:

Personally appeared before me W. W. Fitzpatrick

release the 6th day of June, 1962 above named and duly acknowledged the execution of the above

Witness my hand and official seal.

My Commission expires 3/6/65

Notary Public.

RECORDED IN MARION COUNTY, INDIANA AUG 7 1962 Page 108
Jorman Edwards
Orange County

110

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE
INDIANAPOLIS, INDIANA

August 1, 19 62

To Roy J. & Aline Taylor &
Arsenal Building & Loan Assn.
5100 Moller Rd
R.R.# 17 Box 445 Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A 091201-7/19/62 19
in settlement of the following vouchers:

DESCRIPTION	AMOUNT
Purchase For the purchase of Right of Way on State Road No. I-65 in Marion County I Project 65-3 Section (17) as per Grant dated June 5, 1962 Parcel# 17 LA	\$19,800.00

PLEASE RECEIPT AND RETURN

Received Payment: *Roy J. Taylor*
Date: *Aug. 4th - 62*

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA

August 1, 19 62

To Roy J. & Aline Taylor &
 Arsenal Building & Loan Assn.
 5100 Moller Road
 R.R.# 17 Box 445 Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A 091202-7/19/62 19
 in settlement of the following vouchers:

DESCRIPTION	AMOUNT
Purchase For the purchase of Right of Way on State Road No. I-65 in Marion County I Project 65-3 Section (17) as per Grant dated June 5, 1962 Parcel# 17 LA	\$2,200.00

PLEASE RECEIPT AND RETURN

Received Payment: *Aline Taylor*

Date OCT 18 1962

R E S O L U T I O N

WHEREAS, The Indiana State Highway Commission of Indiana has heretofore acquired by Grant dated 6-5-62

executed by the STATE OF INDIANA and Roy Taylor

A two frame houses - shed

including trees, shrubs and fence, if any, on Road # I-65 located within the limits of the proposed improvements to be made on said highway. The parcel of real estate is situated in Marion County, Indiana, and more particularly described as follows:

Part E 1/2 SE 1/4 Sec 12 - Twp 16N Range 2E

and,

WHEREAS, the parcel of real estate heretofore described was so procured by the Indiana State Highway Commission of Indiana for construction of Road I-65 through said County,

and,

WHEREAS, the above mentioned buildings and improvements located on right of way of said proposed construction project designated as I-65-3 (17)

and,

WHEREAS, it is necessary, in order to properly construct and improve said highway, to sell buildings and other improvements and to cause their removal from the strip of right of way as above described and as by law provided.

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, and,

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.

ADOPTED and PASSED by the Indiana State Highway Commission of Indiana this 21st day of June, 19 62.

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.

IN WITNESS WHEREOF, I, Roy Whitton, Secretary of the Indiana State Highway Commission of Indiana, hereto place my hand and seal of said Commission on this 21st day of June, 19 62.

Roy F. Whitton
Secretary

SEAL:

CONTRACT OF SALE

THIS AGREEMENT, made this 25th day of Sept. 1962, by and between the State of Indiana, acting by and through the Department of Administration, Supply Division for the State Highway Commission of Indiana, hereafter referred to as SELLER, and A. E. Alexander, whose address is 3817 Oliver Ave. in Indpls. Ind. (City or Town), hereinafter referred to as BUYER, Witnesseth:

THAT THE SELLER, in consideration of the amount and conditions hereinafter set forth and in accordance with the terms of the advertising for the sale hereof, promises and agrees to sell, and does hereby sell, to the BUYER, the following personal property, to wit:

2 frame houses and shed - trees, shrubs and fence, if any

AND THE BUYER now pays to the SELLER the amount of \$1,300.00 being the amount bid by said BUYER at the public sale of said property, receipt of which is hereby acknowledged and BUYER promises and agrees to remove said personal property from the said real estate upon which it is now located within 30 days from the date of sale and upon the failure of the BUYER to remove all of said property within that time, the SELLER, through the State Highway Commission of Indiana may retain the purchase price, as liquidated damages, and retain title to said personal property, on account of the breach of this Agreement; and it is a condition of this Agreement that the time for the moving of said described property is of the essence hereof, and the BUYER shall have no recourse or claim for damages against the SELLER for the moving, sale or destruction of any of said property after the time limit above set forth.

After said personal property has been removed from its present location by the purchaser, the SELLER shall, upon demand, deliver to the purchaser a Bill of Sale for said personal property.

IN WITNESS THEREOF, the said parties have caused their signatures to be affixed by the appropriate officers.

STATE OF INDIANA:

By: James H. Berg (SELLER)
Deputy Commissioner; Department of Administration

A. E. Alexander (Buyer)

APPRAISAL PARTIAL TAKING

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

PROPERTY OWNER Roy & Aline Taylor; 5100 Moller Rd. Indianapolis, Indiana
Name on plans gave Hoy & Eliz. Address
Taylor in error.

Present Use	<u>Res. & Income</u>	Best Present Use	<u>Same</u>	Best Future Use	<u>Same</u>
Acres	<u>1.20</u>	Value Per Acre (Average) Schedule "A"			<u>\$2600.</u>
Tillable Acres		Value Per Tillable Acre Schedule "A"			
Square Feet		Value Per Square Foot Schedule "A"			<u>\$</u>
Front Feet		Value Per Front Foot Schedule "A"			<u>\$</u>

VALUE — LAND Schedule "A"	<u>\$ 3,120.</u>	Total	
VALUE — IMPROVEMENTS Schedule "B"	<u>\$19,000.</u>	Value \$	<u>22,120.</u>

ZONED: R 4

VALUE OF PART TAKEN

Land — Temporary R/W	<u>.975 Acres</u>	@	<u>\$2600.</u>	\$	<u>None</u>
Permanent R/W		@		\$	<u>2535.</u>

IMPROVEMENTS — See Schedule "B"

VALUE OF IMPROVEMENTS IN R/W TAKING \$ 18,274.

Check here if Schedule "C" has been completed to show a valuation by the income approach.

SEVERANCE DAMAGE (See Memo Attached) \$ None

LIMITED ACCESS DAMAGE (See Memo Attached) \$ Above

PROXIMITY DAMAGE None is now _____ feet from R/W. Will be _____ feet from R/W.

DAMAGES considered at _____ % \$ None

OTHER DAMAGES — Fence, Trees, Cuts, Fills, Etc. itemize (use separate sheet if needed.) \$ 1165.

Landscaping (see attached report) \$ 580.

23 rods of fence @\$5. 115.

Outside Electric Yard Lamp 31.

Damage to Residue

Approved	Date	Signed
Rev. Appr.	<u>439</u>	<u>Allen Dross</u>
Asst. or Chief Appr.	<u>\$1,165.</u>	
	<u>5/17/62</u>	

USE # 22,000

Value of Part Taken — including temporary R/W \$ 21,974.

Value After Taking — including temporary R/W \$ 146.

Plus Amount Shown as Temporary R/W \$ None

Adjusted Residual Value \$ 146.

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 9th day of April 19 62.

Appraiser Jack P. Meek B11398
Number

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

BUYERS REPORT

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

OWNER Roy Ed Aline Taylor PHONE # AX 1-4270

(Other interested parties and relationship)

ADDRESS OF OWNER 5100 Moller Road, Indianapolis

DATE ASSIGNED 5-17-62

DATE OF CONTACT 6-5-62

TIME OF CONTACT 8:30 P.M.

DATE OF PREVIOUS CONTACT 5/23/62 Ed 5/31/62

OFFER \$ 22,000⁰⁰

DETAIL CONTACT* Reviewed taking and owner agreed to sign providing they could live in house until day of sale.

ACTION TAKEN** Secured 6-5-62

SIGNED German 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 # 17

OWNER Roy Ed Aline Taylor PHONE # AX 1-4270

(Other interested parties and relationship)

ADDRESS OF OWNER 5100 Moller Road, Indianapolis, Indiana

DATE ASSIGNED 5-17-62

DATE OF CONTACT 5-23-62

TIME OF CONTACT 8:15 P.M.

DATE OF PREVIOUS CONTACT FIRST

OFFER \$ None

DETAIL CONTACT* Called upon Mr & Mrs Taylor at above address. They were busy making garden and asked for a later appointment to discuss negotiations of property. They asked for approx time before they had to vacate property.

ACTION TAKEN** They were advised of approx. 90 days from closing of parcel or 30 days after receiving 1st check. Made Appointment for 8:00 P.M. Thur. May 31

SIGNED Yerman Edwards

* Showed plans, walked over property, etc.

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

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

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

BUYERS REPORT

PROJECT I65-3-17 PARCEL # 17

OWNER Roy & Aline Taylor PHONE # AX 1-4270

(Other interested parties and relationship)

ADDRESS OF OWNER 5100 Moller Road, Indianapolis, Indiana

DATE ASSIGNED 5-17-62

DATE OF CONTACT 5-31-62

TIME OF CONTACT 8:00 P.M.

DATE OF PREVIOUS CONTACT 5-23-62

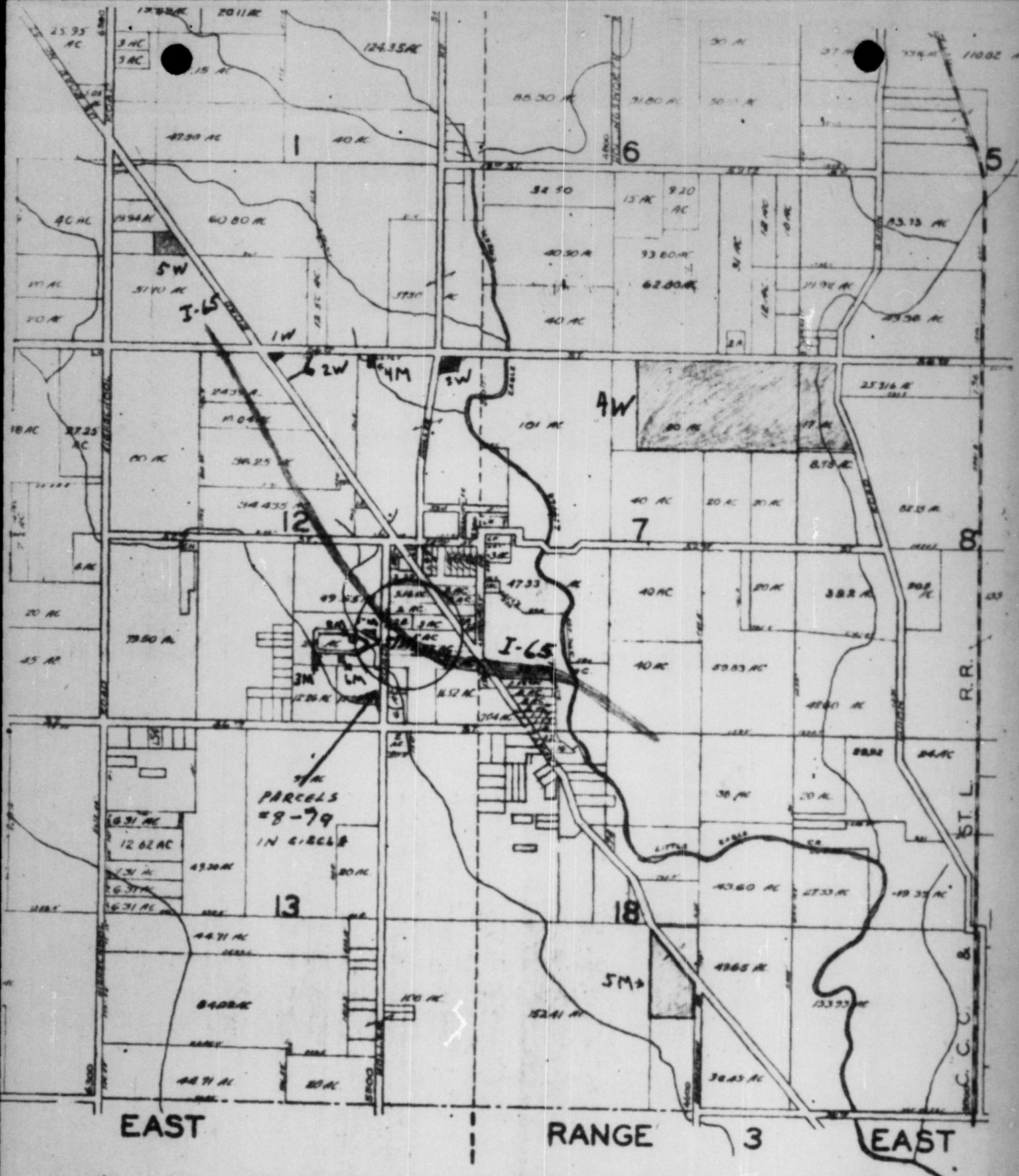
OFFER \$ 22,000⁰⁰

DETAIL CONTACT* Mr & Mrs Taylor were very receptive. This takes all buildings so much time was used in answering questions on procedures such as auction - moving time - personal property - escrow etc. Made offer.

ACTION TAKEN** Have an appointment for Tuesday June 5, 1962 8:00 P.M. for their answer to the offer

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.



Project I-65 3(17)120
 Marion County, Indiana
 Comparable Sales --- 1M - 6M & 1W - 5W all spotted in.
 4 April 1962
 Parcels 8-19 located in circled area.
 Scale - 3" equal 1 mile

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		

LAST OWNER OF RECORD

Deed Record _____ p. _____ Recorded _____ Dated _____ Deed

Grantor None

Grantee _____

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 ~~XXXX~~ () 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 same period are set forth.

UNION TITLE CO.

Dated this 13 day of June 1962 by William E. Stroup
Abstractor PRESIDENT

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

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

687329

The following is an Extension of the original search by Union Title Company under No. 666486.

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 at a point in the West line of said Half Quarter Section 1049.4 feet South of the North West corner thereof; running thence East parallel to the North line thereof, 388.13 feet, thence South parallel to the aforesaid West line 224.46 feet; thence West parallel to the aforesaid North line 388.13 feet to a point in the West line of the said Half Quarter Section; thence North in and along the said West line 224.46 feet to the place of beginning, containing in all 2 acres, more or less, except the following described part, to wit:

Beginning at a point in the West line thereof distant South 1049.4 feet to the Northwest corner thereof; thence East 388.13 feet; thence South parallel to the said West line 90 feet; thence West 388.13 feet to a point in said West line; thence North thereon 90 feet to the place of beginning, containing in all 0.80 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

687329

Old Age Assistance
Search

-2-

Examination has been made, as to the persons in title subsequent to May 1, 1947, for liens shown by notices of Old Age Assistance, filed in the Office of the Recorder of Marion County, as provided by the Acts concerning Public Welfare, effective May 1, 1947.

Juvenile Court
Search

-3-

Examination has been made, as to the persons named under the heading of Judgment Search, and for the period so specified under said search, for judgments, as appear from the General Judgment Dockets of the Juvenile Court of Marion County, as said dockets are now entered up.
Note: Search has been made for the 10 years last past as to the persons listed below, irrespective of dates given.

Judgment Search

-4-

Examination made for judgments entered against the following named parties, the search being made and limited according to the names exactly as set forth herein and not otherwise:

Roy J. Taylor
and
Aline Taylor,
jointly and
not individually

from September 20, 1961,
8 A.M. to date and
against none other

687329

-5-

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

-6-

Taxes for the year 1961 on the real estate for which this Abstract is prepared are assessed in the name of Roy J. and Aline Taylor and are due and payable on or before the first Mondays in May and November of 1962.

General Tax Duplicate No. 109306, Pike Township, Parcel No. 172.

May Installment \$83.52 Unpaid.

November Installment \$83.52 Unpaid.

Assessed Valuation:

Land \$320.00 Improvements \$3,290.00 Exemption \$1,000.00

-7-

Taxes for the year 1962 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 R. & A. TaylorNames in Trans Book Roy J. & Aline Taylor

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Value
Part of the E 1/2 SE 1/4	12	16	2	1.2 Ac.	Land \$320.00
					Imp. \$3,290.00
					Total \$3,610.00

U. S. R. \$16.50

LAST OWNER OF RECORDDeed Record 1603 p. 377 Recorded 1/17/56 Dated 1/13/56 Warranty DeedGrantor Jacob Ganz & Florence Ganz, husband & wifeGrantee Roy J. Taylor & Aline Taylor, husband & wifeAddress of Grantee 5103 Moeller Rd. Indpls. 23, Ind.MORTGAGE RECORDMortgage Record 1828 p. 498 Amount \$11,000.00 Dated 1/13/56Mortgagor Roy J. Taylor & Aline Taylor, husband & wifeMortgagee Arsenal Building and Loan AssociationJUDGMENT RECORD Yes () None () LIS PENDENS RECORD Yes () None ()MISCELLANEOUS RECORD Yes () None () EASEMENTS Yes () None ()

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

TAXES Current Paid () Delinquent ()CERTIFICATE

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

UNION TITLE CO.

Dated this 20 day of Sept 1961 BY Wm. R. Lueddige
Abstractor PRESIDENTPrel. Approval of Title _____ By _____
Date _____ Deputy Attorney GeneralFinal approval of Abstract of Title _____ BY _____
Date _____ Deputy Attorney General

666486

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 at a point in the West line of said Half Quarter Section 1049.4 feet South of the North West corner thereof; running thence East parallel to the North line thereof, 388.13 feet; thence South parallel to the aforesaid West line 224.46 feet; thence West parallel to the aforesaid North line 388.13 feet to a point in the West line of the said Half Quarter Section; thence North in and along the said West line 224.46 feet to the place of beginning, containing in All 2 acres, more or less, except the following described part, to-wit:

Beginning at a point in the West line thereof distant South 1049.4 feet to the Northwest corner thereof; thence East 388.13 feet; thence South parallel to the said West line 90 feet; thence West 388.13 feet to a point in said West line; thence North thereon 90 feet to the place of beginning, containing in all 0.80 acres.

Subject to any legal highways or rights of way.

Prepared For: State Highway Department of Indiana

Town Lot Record
944 page 345
Inst. #4831
Feb. -- 1936
Acknowledged
Feb. 21, 1936
Recorded
Feb. 24, 1936

Frank E. ----- (Signed
Frank E. Pruitt), and
Clara M. Pruitt,
husband and wife
to
Alfred H. ----- and
Bessie E. Bauernfeind,
husband and wife

Warranty Deed
(U. S. R. \$1.00)

-2-

Part of the East half of the South East Quarter of Section 12, Township 16 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Beginning at a point in the west line of said half quarter section 1049.4 feet south of the north-west corner thereof, running thence east parallel to

666486

the north line thereof 388.13 feet; running thence south parallel to the aforesaid west line 224.46 feet, running thence west parallel to the aforesaid north line 388.13 feet to a point in the west line of said half quarter section, running thence north in and along said west line 224.46 feet to the place of beginning, containing in all 2 acres, be the same more or less.

Subject, however, to all legal highways or right of ways.

Subject to mortgage dated February 15, 1935, for \$1250.00, to the New Augusta State Bank, in Mortgage Record 1133 page 361, March 13, 1935, recorded March 19, 1935, with 6% interest per annum from date to maturity and 8% thereafter and attorney's fees.

Interest payable semi-annually, and due three years after date, payable at the office of said bank at New Augusta, Indiana.

Also subject to 1935 taxes payable in 1936.

Mortgage above referred to recorded March 19, 1935 in Mortgage Record 1133 page 361, released of record June 21, 1944.

Town Lot Record
1146 page 267
Inst. #22685
April 1, 1944
Recorded
June 21, 1944

Alfred H. Bauernfeind, and
Bessie E. Bauernfeind,
husband and wife

Warranty Deed
(U. S. R. \$4.95)

to
Joseph K. Boughton

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

Beginning at a point in the West line of said Half Quarter Section 1049.4 feet south of the north west corner thereof, running thence east parallel to the north line thereof 388.13 feet; thence south parallel to the aforesaid west line 224.46 feet; thence west parallel to the aforesaid north line 388.13 feet to a point in the west line of the said half quarter section; thence north in and along the said west line 224.46 feet to the place of beginning, containing in all 2 acres to be the same, more or less.

Subject however to all legal highways or rights of way.

Proper Citizenship Clause is attached.

-3-

666486

WARRANTY DEED

Town Lot Record
1467 page 408
Instr. #66561
Sept. 13, 1952
Recorded
Oct. 6, 1952

THIS INDENTURE WITNESSETH, That Joseph K. Boughton and Mildred L. Boughton, his wife, of Daviess County, in the State of Kentucky, Convey and Warranty to Jacob Ganz and Florence Ganz, husband and wife, of Marion County, in the State of Indiana, for the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the following Real Estate in Marion County, in the State of Indiana, to-wit:

Part of the east half of the south east quarter of Section 12, Township 16 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Beginning at a point in the west line of said half quarter section 1049.4 feet south of the northwest corner thereof, running thence east parallel to the north line thereof 388.13 feet; thence south parallel to the aforesaid west line 224.46 feet; thence west parallel to the aforesaid north line 388.13 feet to a point in the west line of the said half quarter section; thence north in and along the said west line, 224.46 feet to the place of beginning, containing in all 2 acres, more or less.

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

Subject to the November installment of taxes for 1951, due and payable in November 1952.

Subject also to the balance due on a certain mortgage to Arsenal Building & Loan Association in the principle sum of \$3,250.00 dated March 22, 1950. (M.R. 1545, page 190)

Proper citizenship clause is attached.

IN WITNESS WHEREOF, the said Joseph K. Boughton and Mildred L. Boughton, his wife, have hereunto set their hands and seals, this 13th day of September, 1952.

Joseph K. Boughton
Mildred L. Boughton

Fisher Tichenor (L.S.)
Notary Public

My commission expires Aug. 15, 1953.
(U.S.R. \$8.80)

Mortgage above referred to released of record
October 9, 1952.

666486

Town Lot Record
1603 Page 377
Instr. #4119
Jan. 13, 1956
Recorded
Jan. 17, 1956

Jacob Ganz and
Florence Ganz,
husband and wife

Warranty Deed
(U.S.R. \$16.50)

to
Roy J. Taylor and
Aline Taylor,
husband and wife

Part of the East Half of the South East Quarter
of Section 12, Township 16 North, Range 2 East, in
Marion County, Indiana, more particularly described
as follows:

Beginning at a point in the West line of said
Half Quarter Section 1049.4 feet South of the North
West corner thereof; running thence East parallel to
the North line thereof, 388.13 feet; thence South
parallel to the aforesaid West line 224.46 feet; thence
West parallel to the aforesaid North line 388.13 feet
to a point in the West line of the said Half Quarter
Section; thence North in and along the said West line
224.46 feet to the place of beginning, containing in
all 2 acres, more or less.

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

Subject to the taxes for 1955, due and payable in
May and November, 1956, and thereafter.

Subject, also, to the balance due on a certain
mortgage to Arsenal Building and Loan Association, in
the principal sum of \$6,300.00 dated July 8, 1954,
(M.R. 1738, page 712, which mortgage grantees assume
and agree to pay.

Proper citizenship clause is attached.

Mortgage above referred to released of record
January 24, 1956.

SHOWN FOR REFERENCE

By Warranty Deed dated March 19, 1956 and Recorded
March 20, 1956 in Town Lot Record 1610, Page 568,
Instr. #19221, Roy J. Taylor and Aline Taylor,
husband and wife, conveyed to Hoy J. Taylor and
Elizabeth Taylor, 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, Indiana, more particularly described as
follows:

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Beginning at a point in the West line thereof distant South One Thousand Forty-Nine and Four Tenths (1049.4) feet to the Northwest corner thereof; thence East Three Hundred Eighty-Eight and Thirteen Hundredths (388.13) feet; thence South parallel to the said West line Ninety (90) feet; thence West Three Hundred Eighty-Eight and Thirteen Hundredths (388.13) feet to a point in said West line; thence North thereon Ninety (90) feet to the place of beginning, containing in all Eighty Hundredths (0.80) acres, more or less, subject to all legal highways and rights of way.

Subject to the taxes for 1955, due and payable in May and November, 1956, and thereafter.

Proper Citizenship Clause is attached.
(U.S.R. \$6.60)

Mortgage Record
1828 page 498
Inst. #4133
Jan. 13, 1956
Recorded
Jan. 17, 1956

Roy J. Taylor and
Aline Taylor,
husband and wife
to
Arsenal Building and
Loan Association

Mortgage

Part of the East Half of the South East Quarter of Section 12, Township 16 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Beginning at a point in the West line of said Half Quarter Section 1049.4 feet South of the North West corner thereof; running thence East parallel to the North line thereof, 388.13 feet; thence South parallel to the aforesaid West line 224.46 feet; thence West parallel to the aforesaid North line 388.13 feet to a point in the West line of the said Half Quarter Section; thence North in and along the said West line 224.46 feet to the place of beginning, containing in all 2 acres, more or less.

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

To secure the payment of a certain promissory note of even date herewith and the performance of the agreements therein made, payable on or before 12 years from date, in the principal sum of \$11,000.00 therein described, with interest as therein specified and with attorney's fees.

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This mortgage shall also secure any additional advances made to mortgagors by said Association not in excess (in the aggregate) of the above amount, at any time within a period of 12 years from the date of this mortgage.

Note: Above mortgage released March 20, 1956, as to the real estate described in Warranty Deed set forth at entry 6 herein.

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"Arsenal Building and Loan Association", changed its name to that of "Arsenal Savings and Loan Association," by amendment to its Articles of Incorporation, said amendment dated Feb. 11, 1958 and recorded March 6, 1958, in Misc'l. Record 597, page 235.

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.

-9-

Juvenile Court
Search

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

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

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Judgment Search

Examination made for judgments entered against following named parties, the search being made limited according to the names exactly as set herein and not otherwise:

-11-

Joseph K. Boughton

from Sept
to and in
October

Jacob Ganz
and
Florence Ganz,
jointly and
not individually

from S
to and
January

and vs

Roy J. Taylor
and
Aline Taylor,
jointly and
not individually

for
last
age

-12-

Taxes for the year 1959 and prior year

-13-

Taxes for the year 1960 on the real estate on this Abstract is prepared are assessed against Roy J. and Aline Taylor and are due and payable before the first Mondays in May and November

General Tax Duplicate No. 10919
Parcel No. 172.

May Installment \$78.06 Paid.

November Installment \$78.06 Unpaid

Assessed Valuation:

Land \$320.00 Improvements \$3,290.00

Taxes for the year 1961 now a lien.

666486

Judgment Search

-11-

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:

Joseph K. Boughton

from September 18, 1951
to and including
October 6, 1952

Jacob Ganz
and
Florence Ganz,
jointly and
not individually

from September 18, 1951
to and including
January 17, 1956

and vs

Roy J. Taylor
and
Aline Taylor,
jointly and
not individually

for the 10 years
last past and
against none other

-12-

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

-13-

Taxes for the year 1960 on the real estate for which this Abstract is prepared are assessed in the name of Roy J. and Aline Taylor and are due and payable on or before the first Mondays in May and November of 1961.

General Tax Duplicate No. 109196, Pike Township,
Parcel No. 172.

May Installment \$78.06 Paid.

November Installment \$78.06 Unpaid.

Assessed Valuation:

Land \$320.00 Improvements \$3,290.00 Exemption \$1,000.00

Taxes for the year 1961 now a lien.