

100478

This Grant for correction of Grant Recorded in Vol. 1935, Page 270, on July 5, 1962.

100478

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. 12 PERM., 12 TEMP. SUPPLEMENTAL 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. 1-65 SEC. 1 PROJ. No. 65-3 SEC. (17)120 DATED 1961
SEC. 12 T. 16 N P. 2 E TEMP. RW 1,944 SQ. FT.
PERM. RW 0.128 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-3-A"

TO LEFT RIGHT

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

PART OF TRACT NUMBER 1 OF BAILEY'S WESTWOOD HIGHLAND SURVEY.
53 + 05±N PL 54 + 90±S PL 60 TO 50
THE FOLLOWING DESCRIBED RIGHT OF WAY NOT HEREINBEFORE DESCRIBED AS PERMANENT RIGHT OF WAY IS TEMPORARY RIGHT OF WAY FOR CONSTRUCTION OF RUNAROUND ON SAID PROJECT AND WILL REVERT TO THE GRANTOR UPON THE COMPLETION OF SAID PROJECT.

PART OF TRACT NUMBER 1 OF BAILEY'S WESTWOOD HIGHLAND SURVEY.
53 + 05±N PL 53 + 70 120 TO 56.5

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE LIMITED ACCESS PROVISIONS DO NOT APPLY TO THE FOLLOWING DESCRIBED RIGHT OF WAY.
COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 2 EAST, MARION COUNTY, INDIANA; THENCE SOUTH 1444.4 FEET ALONG THE EAST LINE THEREOF; THENCE WEST 60 FEET TO A POINT; THENCE SOUTH 25 FEET TO THE POINT OF BEGINNING OF PARCEL 12 PERMANENT RIGHT OF WAY.
THENCE NORTH 89 DEGREES 03 MINUTES EAST, 35.0 FEET ALONG THE NORTH PROPERTY LINE OF THE GRANTOR'S LAND TO THE WEST BOUNDARY OF MOLLER ROAD; THENCE SOUTH 00 DEGREES 45 MINUTES EAST, 186.0 FEET ALONG SAID BOUNDARY TO THE SOUTH PROPERTY LINE OF THE GRANTOR'S LANDS; THENCE SOUTH 89 DEGREES 03 MINUTES WEST, 25.0 FEET ALONG SAID PROPERTY LINE; THENCE NORTH 03 DEGREES 51 MINUTES WEST, 186.2 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.128 ACRE, MORE OR LESS.

ALSO:

THE FOLLOWING DESCRIBED RIGHT OF WAY NOT HEREINBEFORE DESCRIBED AS PERMANENT RIGHT OF WAY IS TEMPORARY RIGHT OF WAY FOR CONSTRUCTION OF RUNAROUND ON SAID PROJECT AND WILL REVERT TO THE GRANTOR UPON THE COMPLETION OF SAID PROJECT.
COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 2 EAST, MARION COUNTY, INDIANA; THENCE SOUTH 1444.4 FEET ALONG THE EAST LINE THEREOF; THENCE WEST 60 FEET TO A POINT; THENCE SOUTH 25 FEET TO THE POINT OF BEGINNING OF PARCEL 12 T TEMPORARY RIGHT OF WAY.
THENCE SOUTH 03 DEGREES 51 MINUTES EAST, 64.9 FEET; THENCE NORTH 45 DEGREES 16 MINUTES WEST, 90.6 FEET TO THE NORTH PROPERTY LINE OF THE GRANTOR'S LAND; THENCE NORTH 89 DEGREES 03 MINUTES EAST, 60.0 FEET ALONG SAID PROPERTY LINE TO THE POINT OF BEGINNING AND CONTAINING 1944 SQUARE FEET, MORE OR LESS.

THIS SUPPLEMENTAL GRANT IS MADE FOR THE SOLE PURPOSE OF CORRECTING THE ENTRY IN THE METES AND BOUNDS DESCRIPTION RECORDED JULY 5, 1962, TIME 10:45 A.M. RECORD 1935, PAGE 270, RECORDER MARION COUNTY.

SLM
7-18-62

**DULY ENTERED
FOR TAXATION**

OCT 29 1962

Clem Smith
COUNTY AUDITOR

Hirschy 10-18-62

It is hereby agreed as part of the total consideration as shown below that possession of the buildings and the land constituting the homesite on the real estate above described will be surrendered within 0 days from the date first payment is received, and \$ 0 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 Two Thousand Dollars (\$ 2000.00 →), which sum ^{was paid} shall be paid or held in escrow as specified to the order of Hullon O. Barr and Martha J. Barr 5605 W. 51st. St. Indianapolis 23, Ind.

Equitable Securities Co. under State Warrant # A 085178, date 6/19/62, on June 28, 1962, and was recorded in Vol. 1935, page 270, this supplementary grant for correction of description only. (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: EQUITABLE SECURITIES COMPANY This grant is to be and become effective and binding from and after its approval by the Indiana State Highway Commission.

Land and improvements \$335.00 ; Damages \$1665.00 ; Total consideration \$2000.00

<i>Hullon O Barr</i>	(Grantor)	(Grantor)
Hullon O. Barr (Husband) Adult	(Grantor)	(Grantor)
<i>Martha Joann Barr</i>	(Grantor)	(Grantor)
Martha Joann Barr (Wife) Adult	(Grantor)	(Grantor)
	(Grantor)	(Grantor)
	(Grantor)	(Grantor)
	(Grantor)	(Grantor)
	(Grantor)	(Grantor)
	(Grantor)	(Grantor)
	(Grantor)	(Grantor)
	(Grantor)	(Grantor)
	(Grantor)	(Grantor)
	(Grantor)	(Grantor)
	(Grantor)	(Grantor)
	(Grantor)	(Grantor)

Dated July 19th, 19 62

10-18-62
1-10

This instrument prepared and checked with project plans for Division of Right of Way.
BY *[Signature]* 7-18-62

AMOUNT APPROVED _____
BY _____

THE ABOVE GRANT IS HEREBY ACCEPTED.
STATE OF INDIANA

DESCRIPTION & FORM OK'D 10-18-62
BY *[Signature]*

PAID BY WARRANT NO. _____
DATED _____, 19 _____

BY *[Signature]*
Title _____
Indiana State Highway Commission
DATE _____, 19 _____

State of Indiana, County of _____ ss:

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

Witness my hand and official seal.

My Commission expires _____ Notary Public.

State of Indiana, County of _____ ss:

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

Witness my hand and official seal.

My Commission expires _____ Notary Public.

State of Indiana, County of _____ ss:

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

Witness my hand and official seal.

My Commission expires _____ Notary Public.

State of Indiana, County of _____ ss:

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

Witness my hand and official seal.

My Commission expires _____ Notary Public.

State of Indiana, County of _____ ss:

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

Witness my hand and official seal.

My Commission expires _____ Notary Public.

State of Indiana, County of Marion ss:

Personally appeared before me Hullon O. Barr and Martha Jean Barr and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 19th day of July, 1962.

Witness my hand and official seal.

My Commission expires Oct. 1st, 1963 E.R. Souder
E.R. Souder Notary Public.

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

_____ day of _____, 19_____
MARION COUNTY, INDIANA
OCT 29 1962 (Seal)

State of _____ }
County of _____ } ss:

Personally appeared before me _____ above named and duly acknowledged the execution of the above

release the _____ day of _____, 19_____.

Witness my hand and official seal.

My Commission expires _____ Notary Public.

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DULY ENTERED FOR TAXATION
OCT 29 1962
Clem Smith
COUNTY AUDITOR

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. 12 Perm, 12 Temp

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 Temp: R/W 1,944 SQ. FT.
Perm: R/W 0.128 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-3-A"

LEFT

RIGHT

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

Part of Tract Number 1 of Bailey's Westwood Highland Survey.

53+05+NPL to 54+90+SPL

60 to 50

The following described right of way not hereinbefore described as Permanent right of way is Temporary right of way for construction of Run Around on said project and will revert to the Grantor upon the completion of said project.

Part of Tract Number 1 of Bailey's Westwood Highland Survey.

53+05+NPL to 53+70

120 to 56.5

More particularly described as follows:

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

Commencing at the Northwest corner of Section 12, Township 16 North, Range 2 East, Pike Township, Marion County, Indiana; thence East, 1701.57 feet along the North line of said section; thence South, 4281.9 feet to a point; thence East, 2392.1 feet to the point of beginning of PARCEL NO. 12-PERMANENT RIGHT OF WAY:

Thence South 89 degrees 3 minutes West, 25.0 feet along the South property line of Grantor's lands; thence North 3 degrees 51 minutes West, 186.2 feet to the North property line of Grantor's lands; thence North 89 degrees 3 minutes East, 35.0 feet along said property line to the West boundary of Moller Road; thence South 0 degrees 45 minutes East, 186.0 feet along said boundary to the point of beginning and containing 0.128 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 construction of Run Around on said project and will revert to the Grantor upon the completion of said project.

Commencing at the Northwest corner of Section 12, Township 16 North, Range 2 East, Pike Township, Marion County, Indiana; thence East, 1701.57 feet along the North line of said Section; thence South 4097.6 feet to a point; thence East, 2244.7 feet to the point of beginning of PARCEL NO. 12-TEMPORARY RIGHT OF WAY:

Thence North 89 degrees 3 minutes East, 60.0 feet along the South boundary of 51ST Street; thence South 3 degrees 51 minutes East, 64.9 feet; thence North 45 degrees 16 minutes West, 90.6 feet to the point of beginning and containing 1,944 square feet, more or less.

**DULY ENTERED
FOR TAXATION**

JUL 5 1962

MAR 6 1962

[Signature]
3/6-5-62 *[Signature]* *[Signature]*
COUNTY AUDITOR

PARCEL NO. 12Perm, PROJECT NO. I-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 12Temp. days from the date first payment is received, and \$ will be held in Escrow until said possession is given. Possession of the balance of the real estate will be given upon receipt of the first payment in the amount indicated herein.

The above and foregoing grant is made in consideration of payment of the sum of Two Thousand Dollars (\$2000.00), which sum shall be paid or held in escrow as specified to the order of Hullon O. Barr, Martha J. Barr, 5605 W. 51st Indianapolis 23, Ind. Equitable Securities Co. (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 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.

Mortgagee: Equitable Securities Company. This grant is to be and become effective and binding from and after its approval by the Indiana State Highway Commission.

Land and improvements \$33500, Damages \$166500, Total consideration \$2000.00

- Hullon O Barr (Grantor)
Hullon O. Barr (Husband) Adult (Grantor)
Martha Joann Barr (Grantor)
Martha Joann Barr (Wife) Adult (Grantor)
DULY ENTERED FOR TAXATION
JUL 5 1962
Clem Smith COUNTY AUDITOR (Grantor)



Dated May 23rd, 1962

This instrument prepared and checked with project plans for Division of Right of Way BY MAR 8 1962

AMOUNT APPROVED JUN 6 1962 BY Charles Shults

THE ABOVE GRANT IS HEREBY ACCEPTED. STATE OF INDIANA

DESCRIPTION & FORM OK'D 6-5-62 BY H. H. Hirsch

PAID BY WARRANT NO. A 685178 DATED 6/19/62, 19

BY Charles Dawson Title Indiana State Highway Commission DATE

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.

State of Indiana, County of Marion ss:

Personally appeared before me Hullon O. Barr and Martha Joann Parr and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 23rd day of May, 1962.

Witness my hand and official seal.

My Commission expires Oct. 1st. 1963 E. R. Souder Notary Public.

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

_____ day of _____, 19_____.

(Seal)

(Seal)

State of _____ } ss:
County of _____ }

Personally appeared before me _____ above named and duly acknowledged the execution of the above

release the _____ day of _____, 19_____.

Witness my hand and official seal.

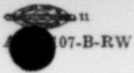
My Commission expires _____ Notary Public.

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County Auditor
J. J. Smith
1962

RECORDED AT
MARION COUNTY, INDIANA
JUL 5 - 1962

NOTARY PUBLIC
E. R. SOUDER
FLOYD CO. INDIANA



INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE
INDIANAPOLIS, INDIANA

June 28, 1962

To Hullon O. & Martha J. Barr &
Equitable Securities Co.
5605 W. 51st Street
Indianapolis 23, Indiana

GENTLEMEN:

We enclose State Warrant No. A 085178-6/19/62 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 May 23, 1962 Parcel# 12 Perm, 12 Temp.	\$2,000.	00

PLEASE RECEIPT AND RETURN

Received Payment: *Hullon O Barr - Martha J. Barr*

Date

May 18, 1962

Contra

RE: Project I-65-3(17)
Marion County
Parcel #12
Hullon Barr

APPRAISAL REVIEW

Appraiser estimates proximity damage to be \$400.00 by using the formula and discounting the result by 75% because the land taken will remain basically the same. This estimate of damage appears to be low when considered with damages awarded to other parcels in this project. Also, temporary R/W has been added to northeast corner of lot to provide for detour while 51st Street culvert is being constructed. I am increasing the proximity damage allowance to \$1200.00 (75% of the 15% damage arrived at by use of the formula) (11.25 x \$10,670.00). Appraiser has checked temporary R/W and has the following items to add to the appraisal. Temporary R/W is shown on the attached revised sketch.

Temporary = 1944 sq. ft. @ 3¢ (Appraiser values temp taking at half of value of perm take)	\$ 58.00
3 Silver Maples (12"-\$100.00, 2"-\$15.00, 3"-\$20.00)	\$135.00
3 Flowering Bushes @ \$4.00	\$ 12.00
3 Rose Bushes @ \$2.00	\$ 6.00
1 Evergreen	\$ 10.00
1 8" Soft Maple	\$ 80.00
	<u>\$301.00</u>

Value of total taking is as follows:

Land:

Perm R/W	\$335.00
Temp R/W	\$ 58.00
Proximity Damage	\$1200.00
Other Damages	<u>\$396.00</u>
	\$153.00 (from appraisal)
	\$243.00 (from above trees and bushes)
	\$1989.00
Approved Compensation	<u>\$2000.00</u>

Glenn Grosse
Glenn Grosse
ASSISTANT CHIEF APPRAISER

GG:js
cc: Renner
Parcel
File

PARTIAL RELEASE

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, owner and holder of that certain mortgage dated June 10, 1954, executed by HULLON O. BARR and MARTHA J. BARR, his wife to EQUITABLE SECURITIES COMPANY, to secure the payment of a note of even date therewith in the principal sum of TWELVE THOUSAND AND FIFTY AND NO/100 (\$12,050.00) DOLLARS which mortgage was recorded in Volume 1735, page 274, and rerecorded in Volume 1753, page 146 in the Office of the Recorder of Marion County, Indiana, and assigned to THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK by assignment dated October 19, 1954 recorded in said Recorder's office in Volume 172, page 166, having been requested to release the hereinafter described property from the operation of the above described mortgage;

NOW, THEREFORE, in and for consideration of the sum of One (\$1.00) Dollar and other valuable considerations to it in hand paid, the receipt of which is hereby acknowledged, THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK does hereby release, set over and discharge from the operation of the aforesaid mortgage, the property described as:

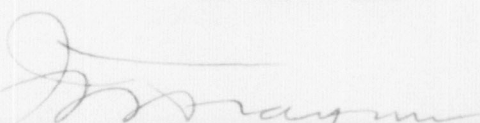
Commencing at the Northeast corner of the West Half of the Southeast Quarter of Section 12, Township 16 North, Range 2 East, Marion County, Indiana; Thence South 1444.4 feet along the East line thereof; Thence West 60 feet to a point; Thence South 25 feet to the point of beginning of Parcel 12 permanent Right of Way.

Thence North 89 degrees 03 minutes East, 35.0 feet along the North property line of the Grantor's land to the West boundary of Moller Road; Thence South 00 degrees 45 minutes East, 186.0 feet along said boundary to the South property line of the Grantor's lands; Thence South 89 degrees 03 minutes West, 25.0 feet along said property line; Thence North 03 degrees 51 minutes West, 186.2 feet to the point of beginning and containing 0.128 Acre, more or less.

Provided, however, that this partial release shall not be construed to waive or in any manner affect or invalidate the lien of THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK upon the residue of the property described in said mortgage.

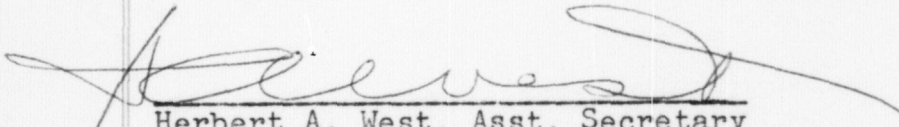
IN WITNESS WHEREOF, THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK has caused its name and seal to be affixed hereto by its duly authorized Vice President and this instrument attested by an Assistant Secretary this 25th day of September, 1962.

THE MUTUAL LIFE INSURANCE COMPANY
OF NEW YORK

By 
John P. Traynor, Vice President

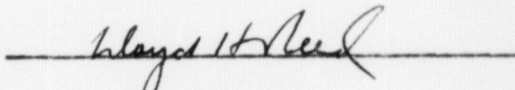
W

ATTEST:


Herbert A. West, Asst. Secretary

STATE OF NEW YORK)
 : ss.
COUNTY OF NEW YORK)

On the 25th day of September, 1959, personally appeared before me, JOHN P. TRAYNOR, who being by me duly sworn, did say that he is a Vice President of THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Trustees, and said JOHN P. TRAYNOR acknowledged to me that said corporation executed the same.


LOYD H. REED
NOTARY PUBLIC, State of New York
No. 60-3228550-Qual. in Westchester Co.
Certificate filed in New York County
Term Expires March 30, 1963

AFFIDAVIT

I, Martha J. Barr,

being duly sworn upon ~~(his)~~ (her) oath that ~~(he)~~ (she) ~~knows~~

~~(his)~~ ~~(her)~~ ~~lifetime~~ she

~~and~~ is known to be one and the same person as _____

Martha Joann Barr.

Martha Joann Barr

Subscribed and sworn to before me this 23rd day of May
_____, 1962.

E. R. Souder
Notary Public

My Commission Expires Oct. 1st, 1963.

**RIGHT OF WAY
CLAIM - VOUCHER**

Warrant No.

Payee's Name
and
Address

James A. Roman
4914 Laurel Hall Drive
Indianapolis 26, Indiana

STATE AGENCY FILL IN. This form may be used only for claims chargeable to Purchase of Right of Way.

Account Number: 400-861.611-
State Agency: State Highway Commission 800
Appr. Name: Construction

INSTRUCTIONS

1. Prepare in triplicate.
2. Attach a copy of the Grant, Agreement or other supporting documents to the Original (Auditor's) copy. If there is no written agreement or contract, itemize terms of agreement or contract on the face of the claim-voucher; attach additional information if space below is insufficient.

COST AND BUDGET DISTRIBUTION

Code	Cost Acct. No.	Budget Account Classification	Project or Structure No.	TOTAL CLAIMED
4-04		1.611-		
4-04		5.611-		
4-04		1.611-		
4-04		5.611-		
TOTAL				

Date	Item	Amount	V
19 62	Appraisal for V-A Mortgage Release in connection with For the APPRaisal APPRaisal Purchase of Right of Way on State Road No. I-65 in Marion County, I Project 65-3 Section (17) as per APPRaisal Grant APPRaisal dated _____, 19____, a copy of which is attached to the Original (Auditor's) copy of this claim-voucher. State Funds _____ Federal Funds _____ TOTAL _____	25.00	
Total		25.00	

Grant Approved as to Form Except Real Estate Description and Partial Abstract Checked.

Deputy Attorney General Date

CLAIMANTS

Pursuant to the provisions and penalties of Chapter 155 Acts of 1953, as amended:

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid. I also authorize payment to be made as indicated above.

EQUITABLE SECURITIES COMPANY

X _____
(If a firm or corporation, give name)
X By John T. Jamison, Jr.
Personal Signature Vice President Title
X _____
Signature if individual
X _____
Signature if individual
X _____
Signature if individual
X _____
Signature if individual

LIENHOLDERS

I hereby sign this claim voucher as a lienholder and only certify to the extent of my interest therein and authorize payment to be made as indicated above.

X _____
(If a firm or corporation, give name)
X By _____
Personal Signature Title
X _____
Signature if individual
X _____
Signature if individual

RECOMMENDED FOR APPROVAL DATE

Agent, Division of Land Acquisition

Chief, Division of Land Acquisition

Engineer, Division of Land Acquisition

Division of Auditing

Member, State Highway Comm.

Member, State Highway Comm.

I certify that this claim is correct and valid, and is a proper charge against the State Agency and Account Number indicated.

Chairman, Indiana State Highway Commission

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 # 12-12T

OWNER Hutton H. F. Martha J. Barr PHONE # AV. 1-2830

Barr

(Other interested parties and relationship)

Equitable Securities Co. Mortgagee

ADDRESS OF OWNER 5605 W. 51st St. Indianapolis Ind.

DATE ASSIGNED May 18-1962

DATE OF CONTACT May 23rd. 1962

TIME OF CONTACT 8:00 P.m.

DATE OF PREVIOUS CONTACT Last call

OFFER \$ 2000

DETAIL CONTACT* Showed and explained the plans and answered their questions

ACTION TAKEN** Parcel secured
mort. Rel. Pending

SIGNED E R Souder

* Showed plans, walked over property, etc.

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

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 # 12

OWNER Hullon O. & Martha Barr PHONE # AX. 1-2830

Equitable Insurance Co.
(Other interested parties and relationship)

ADDRESS OF OWNER 5605 W. 51st St. Indpls.

DATE ASSIGNED 7-18-62

DATE OF CONTACT 7-19-62

TIME OF CONTACT 8:00 P.m.

DATE OF PREVIOUS CONTACT _____

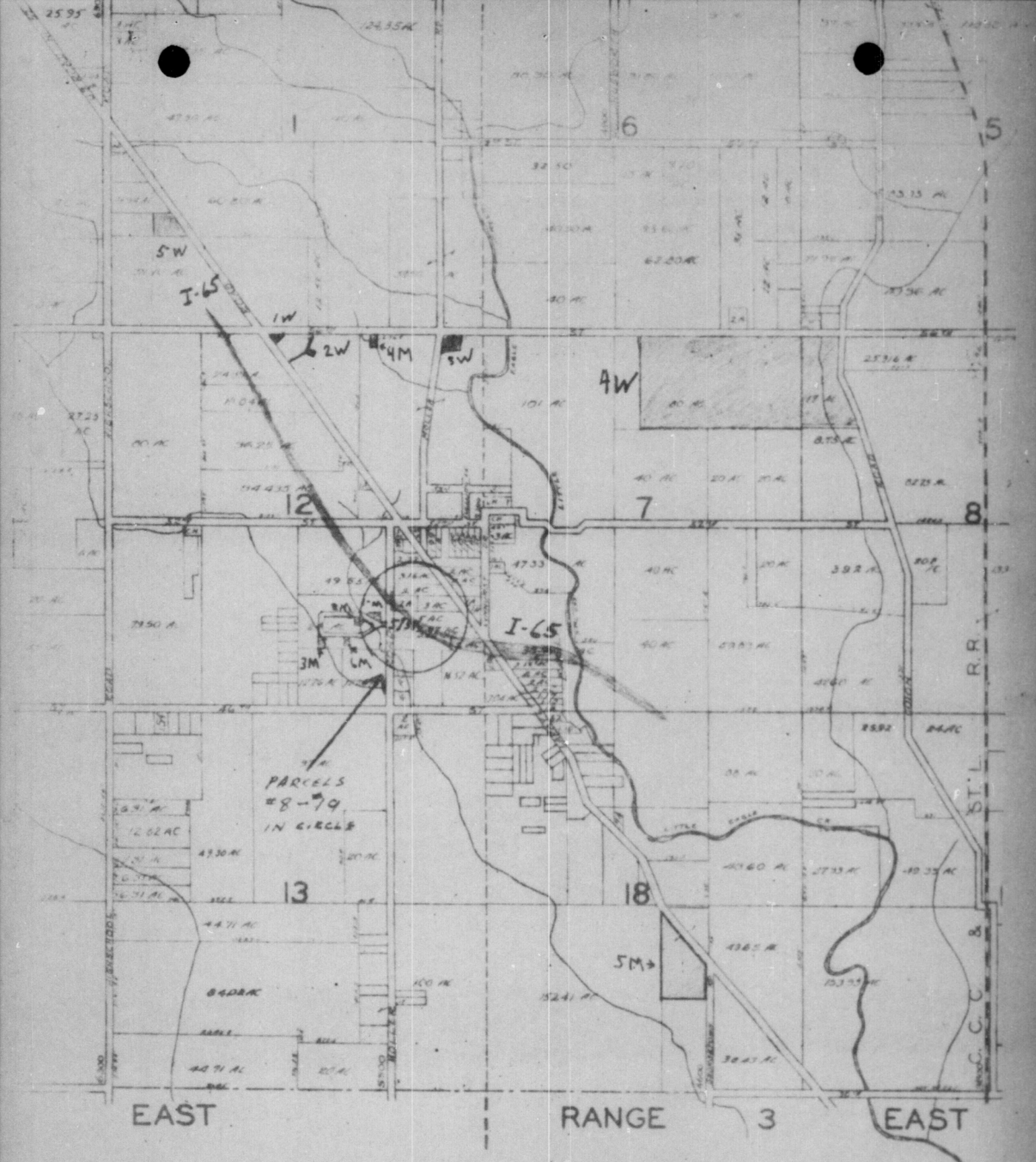
OFFER \$ _____

DETAIL CONTACT* Contacted Mr. & Mrs. Barr and secured their signatures on a new grant for the purpose of correcting description in meters and bounds

ACTION TAKEN** _____

SIGNED E.R. Souder

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



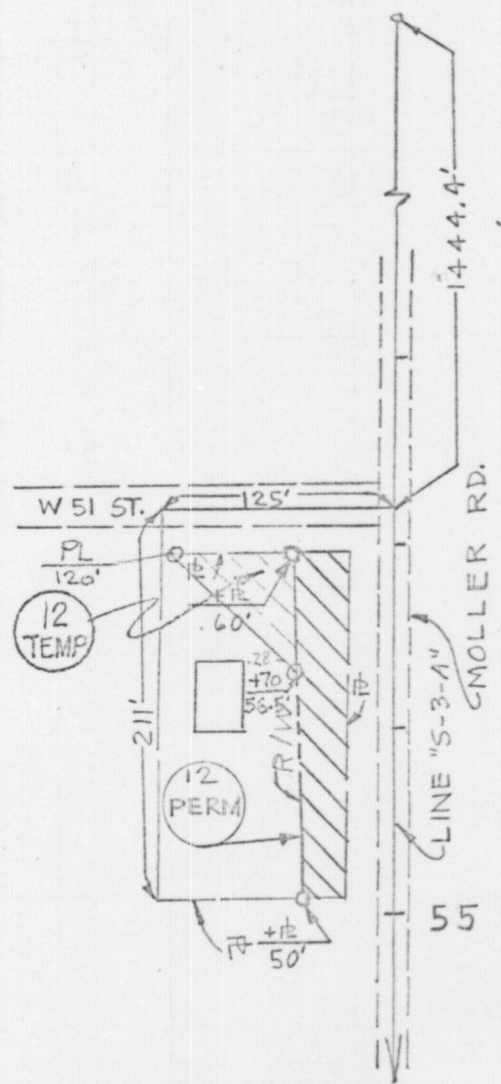
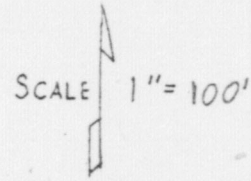
Project I-65 3(17)120
Marion County, Indiana
Comparable Sales --- 1M - 5M & 1W - 5W all spotted in.
4 April 1962
Parcels 8-19 located in circled area.

PARCEL NO 12 FERM
 PROJECT NO. I-65-3(17) 120
 ROAD. I-65

OWNER: HULLON & MARTHA BARR
 DRAWN BY D.L.M. CHECKED BY
 DEED RECORD 1545 PAGE 500 DTD, 6-10-54

CROSSHATCHED
 AREA IS
 APPROX. TAKE

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



PERM R/W 5576 SQ. FT.
 TEMP. R/W 1,944 S.F.

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 H. N. Barr

Names in Trans Book Hullon O. & Martha J. Barr

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Value
Part of the W 1/2 SE 1/4	12	16	2		Land \$ 150.00
					Imp. \$2550.00
					Total \$2700.00

U.S.R. \$7.05

LAST OWNER OF RECORD

Deed Record 1545 p. 500 Recorded 9/27/54 Dated 6/10/54 ^{Warranty}Deed

Grantor Good Homes, Inc.

Grantee Hullon O. Barr & Martha J. Barr, husband and wife

Address of Grantee 5605 W. 51st St., Indpls. 23, Ind.

MORTGAGE RECORD

Mortgage Record 1735 p. 274 Amount \$12,050.00 Dated 6/10/54

Mortgagor Hullon O. Barr & Martha J. Barr, husband & wife

Mortgagee Equitable Securities Company (See Assignment)

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

MISCELLANECUS RECORD Yes() None() EASEMENTS Yes() None()

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

TAXES Current Paid () Delinquent ()

CERTIFICATE

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

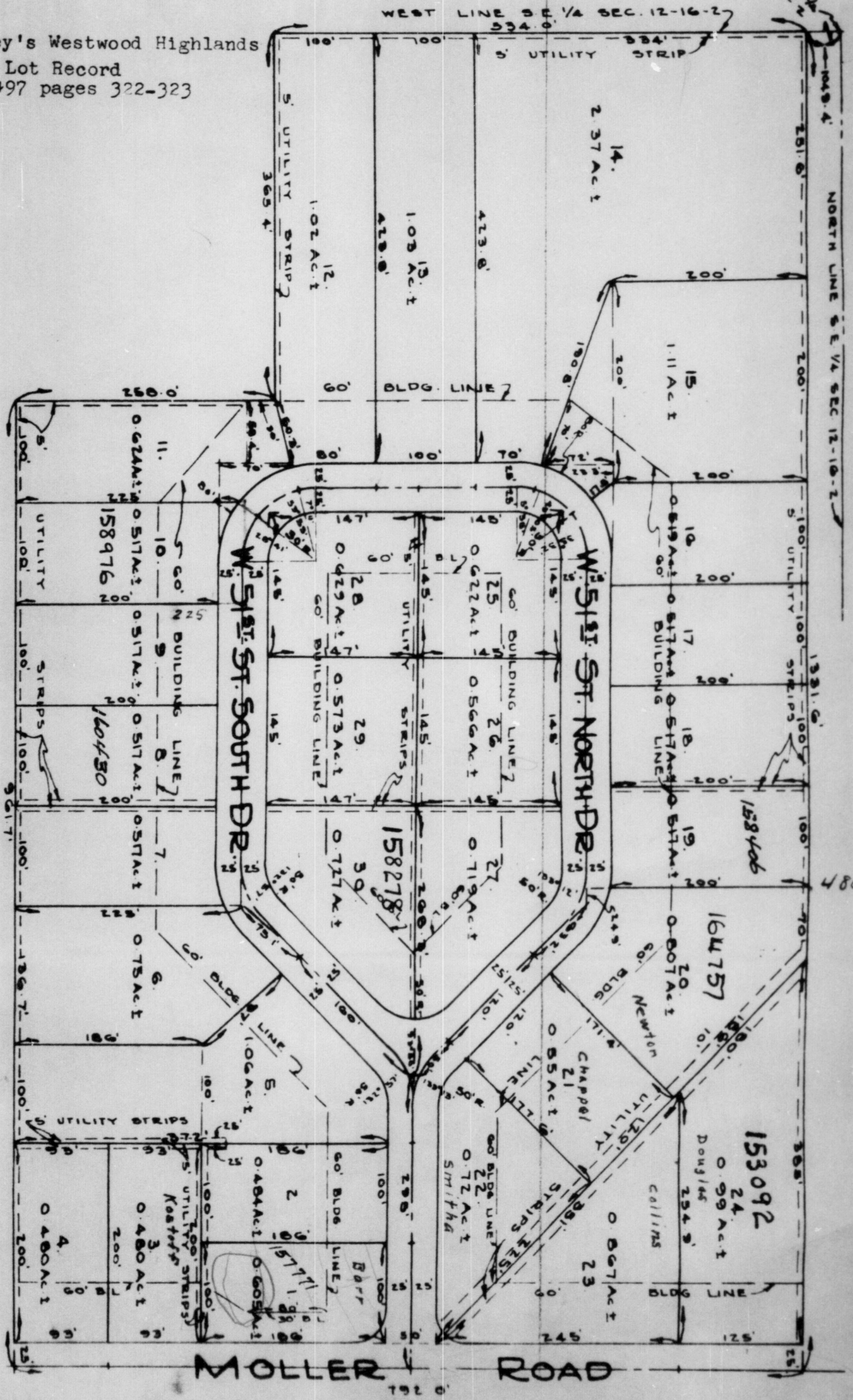
UNION TITLE CO.

Dated this 22 day of Sept. 1961 8 AM BY Nern E. Dundridge
Abstractor ^{PRESIDENT}

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

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

Bailey's Westwood Highlands
Town Lot Record
1497 pages 322-323



MOLLER ROAD

480'

153092
24
0.99 Ac. t
Douglass
2949'

164757
10
0.51 Ac. t
Collins
23

158406
19
0.51 Ac. t
Newman
10

158278
30
0.77 Ac. t
Smitha
22
0.72 Ac. t

158976
11
0.62 Ac. t
N
11

160430
9
0.51 Ac. t
N
9

0.51 Ac. t
N
7

0.51 Ac. t
N
6

0.48 Ac. t
N
4
0.48 Ac. t
N
3
0.48 Ac. t
N
2

0.60 Ac. t
N
1

666802

CAPTION

Continuation of Abstract of Title to Part of the West 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:

-1-

Beginning at a point in the East line of said Half Quarter Section 1444.4 feet South of the North line thereof, and running thence west parallel to the North line of said Half Quarter Section a distance of 125 feet, thence south parallel to the East line thereof 211 feet, thence east parallel to the North line thereof 125 feet to the East line of said Half Quarter Section, which is the center of Moller Road; thence north along said East line 211 feet to the place of beginning.

Subject to any legal highways or rights of way.

Above Realty also known as Tract Numbered 1 in the Survey of Bailey's Westwood Highlands, recorded in Deed Record 1497 pages 322, 323, 324 and 325 in the Office of the Recorder of Marion County, Indiana.

Prepared for: State Highway Department of Indiana

Town Lot Record
971 page 358
Inst. #18380
June 15, 1937
Recorded
June 16, 1937

STATE OF INDIANA, COUNTY OF MARION, SS:

Cora L. Whisenand, being first duly sworn upon her oath according to law, deposes and says:

That Albert W. Whisenand and Anna Whisenand were the owners of the following described real estate in Marion County, in the State of Indiana, to wit:

East 1/2 except 1 acre where the Church stands, of the Southwest 1/4 of Section 12, Township 16 - Range 2 - 79 acres.

Also the middle part of the West 1/2 of the Southeast 1/4 of Section 12, Township 16 - Range 2 - 24 acres.

That Albert W. Whisenand and Anna Whisenand are both deceased, and died during the year of 1936. That the estates of both Albert W. Whisenand and Anna Whisenand have been entered for probate in the Marion County Probate Court, and both estates are solvent, and that said real estate will not be sold to pay the expenses of administration of said estates.

That the only heirs-at-law and next of kin to Albert W. Whisenand and Anna Whisenand are Omer B. Whisenand, a son of Albert W. Whisenand and Anna Whisenand, and Florence Evelyn Whisenand and Roy VanArsdal Whisenand, children of Roy Whisenand, deceased, a son of Albert W. Whisenand and Anna Whisenand.

Cora L. Whisenand

Subscribed and sworn to before me this 15th day of June 1937.

Florence K. Thacker (LS)

Notary Public

My Commission expires August 1, 1939.

-2-

Deed Record
968 page 406
May 1, 1937
Recorded
May 1, 1937

Omer B. Whisenand, and
Cora L. Whisenand,
his wife
to
J. D. Thacker, Trustee
for the purpose of
reconveying

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

-3-

An undivided 1/2 interest in the following real estate:
East 1/2, except 1 acre, where the Church stands,
of the South West 1/4 of Section 12, Township 16 - Range 2 -
79 acres.

Also the middle part of the West 1/4 of the South East
1/4 of Section 12, Township 16 - Range 2 - 24 acres.

Deed Record
968 page 407
May 1, 1937
Recorded
May 1, 1937

J. D. Thacker, Trustee
for the purpose of
reconveying, (signs,
J. D. Thacker, --)
to
Cora L. Whisenand

Quit Claim Deed
(No U. S. Revenue
Stamp Attached)

-4-

An undivided 1/2 interest in the following real
estate:

East 1/2, except 1 acre, where the Church stands, of
the South West 1/4 of Section 12, Township 16 -, Range 2 -
79 acres.

Also the middle part of the West 1/2 of the South
east 1/4 of Section 12, Township 16 -, Range 2 - 24 acres.

Misc. Record
443 page 448
Jan. 13, 1950
Recorded
Jan. 26, 1950

-----, -----, ---:
Affiant says, that in her office on May 1, 1937 a
deed was prepared from Omer B. Whisenand and Cora L. Whisenand
his wife to J. D. Thacker, Trustee for the purpose of
reconveying, deed recorded in Deed Record 968, page 406
in the Office of the Recorder of Marion County, Indiana,
also a deed from J. D. Thacker, Trustee, for the purpose of
reconveying, to Cora L. Whisenand, deed recorded in Deed
Record 968 page 407 in the office of the Recorder of Marion
County, Indiana, to the following described real estate
situated in Marion County, Indiana, towit:

An undivided 1/2 interest in the following real estate:
East 1/2, except 1 acre, where the Church stands, of
the South West 1/4 of Section 12, Township 16 North, Range
2 East, 79 acres.

Also, the middle part of the West 1/2 of the South
East 1/4 of Section 12, Township 16 North, Range 2 East,
24 acres.

-5-

Affiant further says that she is the widow of J. D. Thacker who died September 11, 1940, she being his only heir.

Affiant further says that when J. D. Thacker signed the above described deed he signed it in his individual capacity instead of in his capacity as Trustee for reconveyance, but that it was his intention and the intention of all parties involved that he sign this deed as Trustee.

Affiant further says that she did not have and does not now have any interest in the above described property.

And further affiant saith not.

Florence Thacker Bradley.

Deed Record
1407 page 385
Feb. 26, 1951
Recorded
Feb. 28, 1951

-----, -----, ---:
Affiant says, That he is a resident of Marion County, Indiana.

That he has known Florence E. Coolman for the past several years and that she is the daughter of Roy A. Whisenand, and that Florence E. Whisenand and Florence E. Coolman are one and the same person.

That Florence E. Whisenand and Robert B. Coolman were united in marriage in the City of St. Louis, St. Louis County, Missouri on October 14, 1939.

Further affiant saith not.

Robert E. Huffman.

-6-

IN THE PROBATE COURT OF MARION COUNTY

Cause No. 3454
Filed
Oct. 3, 1940

Florence E. Coolman,
Roy V. Whisenand

Interlocutory
Partition Decree

vs

Cora L. Whisenand,
Omer B. Whisenand

October 3, 1940. Complaint for partition filed.

NOTE: There are no papers in the files in this matter and no Complete Record was made of the same. The following is taken from the Order Book entries therein.

-7-

October 29, 1940. Interlocutory Partition Decree.

Comes now the defendants and by counsel and written assent of the defendants, Cora L. Whisenand and Omer B. Whisenand, to the partition prayed for in said complaint and waiving notice thereof is filed, and reads as follows, to-wit: (H.I.).

And comes now the defendants in person and by counsel and the issues in this behalf having been joined, the same are submitted to the court for trial and determination, a jury by agreement being waived. And the court having heard the evidence and being sufficiently advised in the premises finds that as alleged in the complaint, said plaintiffs and said defendant, Cora Whisenand, are the owners in fee simple as tenants in common and entitled to the possession of the following described real estate, in Marion County, State of Indiana, to-wit:

Part of the Southeast Quarter of Section 12, Township 16 North, Range 2 East, described as follows: Beginning on the west line of said Quarter Section at a point 15 chains and 90 links south of the northwest corner thereof and running east parallel to the north line of said Quarter Section 20 chains; thence south parallel to the west line of said quarter section 12 chains; thence West parallel to the North line of said Quarter Section 20 chains to the West line of said Quarter Section; thence north 12 chains to the place of beginning, contained 24 acres, more or less, also

The East Half of the Southwest Quarter of Section 12, Township 16 North, Range 2 East, excepting one acre out of the northwest corner thereof, containing 79 acres, more or less.

That said parties so own said real estate in the following proportions:

The plaintiff, Florence E. Coolman, is the owner of an undivided one-fourth thereof.

The plaintiff, Roy V. Whisenand, is the owner of an undivided one-fourth thereof, and

The defendant, Cora L. Whisenand, is the owner of an undivided one-half thereof, and that they are entitled to have and hold their said respective interest in severalty and that partition of said real estate ought to be made.

It is therefore Considered and Decreed by the Court that the parties hereto are the owners of, and have interests as above found and set forth, in and to said described real estate, and partition thereof in accordance with the foregoing findings is now awarded and adjudged between them and their said respective interests ordered set off and assigned to them in severalty.

And the Court now appoints Carlos D. Deeds, Edwin E. Thompson and Harry Harmon, disinterested resident free holders of Marion County, Indiana, and not of kin to any of the parties herein, commissioners to make such partition and after taking an oath as by law required to faithfully perform their duties said commissioners are ordered to

assign and set off by lots, metes and bounds to the said several owners of said real estate their respective interests therein as heretofore found and adjudged, and make due report of their proceedings during the present term of this Court.

And thereupon a warrant is issued to said commissioners under the hand of the clerk and seal of this court.

Order Book 194 page 569.

October 29, 1941. Come now the parties and the duly verified report of Carlos D. Deeds, Edwin E. Thompson and Harry Harmon, the commissioners heretofore appointed to make partition of the real estate described in the interlocutory decree in this cause rendered is now filed and reads in the words and figures following:

STATE OF INDIANA, COUNTY OF MARION, SS:
IN THE PROBATE COURT OF MARION COUNTY #3454
REPORT OF COMMISSIONERS

Florence E. Coolman,
Roy V. Whisenand,

vs

Cora L. Whisenand
Omer B. Whisenand

The undersigned, appointed by decree of said court in the cause above entitled, as commissioner to make partition among the owners thereof of the real estate described in the annexed warrant, respectfully report that after taking an oath for the faithful performance of their duties, which oath is endorsed upon said warrant, they proceeded to view the said premises so ordered partitioned; and after due inspection and consideration, they make partition thereof in accordance with said order, and have set off and assigned in severalty to the owners in full of their respective interests therein as specified in said warrant, the following described parts and parcels of said real estate, to-wit:

They have set off and assigned to the plaintiffs, Florence E. Coolman and Roy V. Whisenand, as tenants in common, share and share alike, as their full one half in value of all of said real estate in the following portion thereof, to-wit:

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

Beginning on the west line of said Quarter Section at a point 15 chains and 90 links south of the north west corner thereof, and running east parallel to the north line of said quarter section 20 chains; thence south parallel to the west line of said quarter section 12 chains; thence west parallel to the north line of said quarter Section 20 chains to the west line of said quarter section; thence north 12 chains to the place of beginning, containing 24 acres, more or less.

Also, A part of the East Half of the South West 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 1/2 1/4 section 81 rods south of the northwest corner thereof; thence south along said west line to the southwest corner of said half quarter section; thence east along the south line of said half quarter section 80 rods more or less, to the southeast corner of said half quarter section; thence north along the east line of said half quarter section to a point 81 rods south of the northeast corner thereof; thence west 80 rods more or less, to the place of beginning containing 39.50 acres, more or less.

They have set off and assigned to the defendant, Cora L. Whisenand, as her full one half in value of all of said real estate the following portion thereof to wit:

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

Beginning at the Northwest corner thereof and running thence south along the west line thereof 81 rods; thence east 80 rods, more or less to the East line of said half quarter section; thence north 81 rods along the east line of said half quarter section to the northeast corner thereof; thence west 80 rods, more or less, to the place of beginning, containing 40.50 acres, more or less, excepting therefrom one acre heretofore conveyed to the Liberty Church, making the net amount herein set off to said defendant, 39.50 acres, more or less.

Respectfully submitted,

Carlos D. Deeds
Edwin E. Thompson
Harry Harmon

And no objection to said report being made or appearing and the court being sufficiently advised in relation thereto now in all things approves and confirms the same.

It is therefore considered by the court that the partition of said real estate, so made and reported by said commissioners, be and the same is hereby made firm and effectual between the parties; and each of the said owners thereof shall take and hold in severalty the share by said report set off and assigned to him or her, in full, and in lieu of his undivided interest heretofore held in all the real estate so partitioned and free and discharged from any claim or title thereto of any of his said cotenants.

It is further ordered by the Court that the costs of this Action be paid by the parties hereto in proportion to their respective interests in said real estate so partitioned.

All of which is now ordered, adjudged and decreed by the Court.

Order Book 194 page 567.
Costs Paid.

Misc. Record
378 page 112
Feb. 28, 1946
Recorded
March 13, 1946

-8-

-----, -----, ---
Affiant says, that his wife, Florence E. Coolman, is a grand-daughter of Albert W. Whisenand, who died testate March 16, 1936; that Albert W. Whisenand left as his sole and only heirs at law his widow, Anna Whisenand, and one son, Omer B. Whisenand, and two grandchildren, Florence E. "Whisnand" and Roy V. "Whisnand" children of Roy "Whisnand" that Roy "Whisnand" son of Albert Whisenand, spelled his name "Whisnand" and also his two children spelled their names as "Whisnand", while Omer B. and his wife spelled their names "Whisenand".

That in a certain partition proceeding in the Probate Court of Marion County, cause number 3454, the difference in spelling of the surname of the two brothers is due to the fact that Roy V. Whisnand dropped the letter "e" in the spelling of his name and this same method of spelling was followed by his children. Omer B. Whisenand retains the old Spelling.

Further affiant saith not.
Robert B. Coolman.

Town Lot Record
1202 page 195
Inst. #7159
Jan. 19, 1946
Recorded
Jan. 31, 1946

-9-

Roy V. Whisnand and
Jane Anné Whisnand, his wife
to
Florence E. Coolman

Warranty Deed
(U. S. Revenue
Stamp Attached)

One half undivided interest in the following described real estate:

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

Beginning on the west line of said Quarter Section at a point 15 chains and 90 links south of the northwest corner thereof, and running east parallel to the north line of said quarter section 20 chains, thence south parallel to the west line of said quarter section 12 chains; thence west parallel to the north line of said quarter section 20 chains to the west line of said quarter section; thence north 12 chains to the place of beginning, containing 24 acres, more or less.

Also a part of the east half of the southwest quarter of Section 12, township 16 north, range 2 east, more particularly described as follows, towit:

Beginning at a point in the West line of said half quarter section 81 rods south of the northwest corner thereof;

-7-VMc-over-

thence south along said west line to the southwest corner of said half quarter section; thence east along the south line of said half quarter section 80 rods, more or less, to the southeast corner of said half quarter section; thence north along the east line of said half quarter section to a point 81 rods south of the northeast corner thereof; thence west 80 rods more or less to the place of beginning, containing 39.50 acres, more or less.
Proper citizenship clause is attached.

Town Lot Record
1202 page 196
Inst. #7160
Jan. 22, 1946
Recorded
Jan. 31, 1946

-10-

Florence E. Coolman and
Robert B. Coolman,
her husband
to
Marian I. Oden, Trustee for the
purpose of reconveyance to
joint title

Warranty Deed

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

Beginning on the west line of said quarter section at a point 15 chains and 90 links south of the northwest corner thereof and running east parallel to the north line of said Quarter Section 20 chains; thence south parallel to the West line of said quarter section 12 chains; thence west parallel to the North line of said quarter section 20 chains to the west line of said quarter section; thence north 12 chains to the place of beginning, containing 24 acres, more or less.

Also a part of the east half of the southwest quarter of Section 12, Township 16 North, Range 2 East, more particularly described as follows, towit:

Beginning at a point in the west line of said half quarter section 81 rods south of the northwest corner thereof; thence south along said west line to the southwest corner of said half quarter section; thence east along the south line of said half quarter section 80 rods, more or less, to the southeast corner of said half quarter section; thence north along the east line of said half quarter section to a point 81 rods south of the northeast corner thereof; thence west 80 rods, more or less to the place of beginning, containing 39.50 acres, more or less.
Proper citizenship clause is attached.

-8-VMc-

Town Lot Record
1202 page 197
Inst. #7161
Jan. 22, 1946
Recorded
Jan. 31, 1946

Marian I. Oden, Trustee
to
Robert B. Coolman, and
Florence E. Coolman,
husband and wife

Warranty Deed

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

Beginning on the West line of said quarter section at a point 15 chains and 90 links south of the northwest corner thereof and running east parallel to the north line of said Quarter Section 20 chains; thence south parallel to the west line of said Quarter Section 12 chains; thence west parallel to the North line of said Quarter Section 20 chains to the west line of said quarter section; thence north 12 chains to the place of beginning, containing 24 acres, more or less.

Also a part of the east half of the southwest quarter of Section 12, Township 16 North, Range 2 East, more particularly described as follows, to-wit:

Beginning at a point in the West line of said half quarter section 81 rods south of the northwest corner thereof; thence south along said west line to the southwest corner of said half quarter section; thence east along the south line of said half quarter section 80 rods, more or less, to the southeast corner of said half quarter section; thence north along the east line of said half quarter section to a point 81 rods south of the northeast corner thereof; thence west 80 rods, more or less to the place of beginning, containing 39.50 acres, more or less.

The execution of this deed by the grantor herein and the acceptance thereof by the grantees herein fully closes and terminates the trust created of even date herewith.

Proper citizenship clause is attached.

Town Lot Record
1488 page 425
Inst. #28222
Apr. 28, 1953
Recorded
May 1, 1953

Robert B. Coolman and
Florence E. Coolman
husband and wife
to
Chester F. Bailey and
Ruth Bailey,
husband and wife

Warranty Deed
(U. S. Revenue
Stamp Attached)
(\$9.90)

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

-12-

Beginning on the West line of said Quarter Section at a point 15 chains and 90 links south of the Northwest corner thereof and running east parallel to the north line of said quarter section twenty chains to the east line of the West half of said quarter section; thence South parallel to the West line of said Quarter Section Twelve chains; thence West parallel to the north line of said Quarter Section twenty chains to the West line of said Quarter Section; thence North Twelve chains to the place of beginning, containing 24 acres more or less. Excepting therefrom 2.16 acres more or less out of the extreme Southwest corner described as follows:

Beginning at the Southwest corner of said 24 acre tract and running thence north along the west line thereof 258 feet, thence east parallel to the north line of the Southeast Quarter of said Section 12, a distance of 365.4 feet to a point; thence south parallel to the west line of said South East Quarter Section 258 feet to the South line of said 24 acre tract, thence west 365.4 feet to beginning.

Subject to Taxes for the year 1953 due and payable in 1954.

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

CERTIFICATE

BAILEY'S WESTWOOD HIGHLANDS

Part of the Southeast 1/4 of Section 12, Township 16 North, Range 2 East.

I hereby certify that this plat is true and correct, representing a survey and partition of Part of the Southeast Quarter of Section 12, Township 16 North, Range 2 East of the 2nd Principal Meridian, in Marion County, State of Indiana.

Certified: June 29, 1953.

Herbert Bloenker

Registered Engineer No. 1836 Indiana

Copy of above Plat attached to front of Abstract.

Town Lot Record
1497 page 322-
323

Instr. #47181

June 29, 1953

Recorded

July 20, 1953

-13-

666802

Misc. Record
507 page 265
Instr. #57704
Aug. 31, 1953
Recorded
Sept. 2, 1953

STATE OF INDIANA, COUNTY OF MARION, SS:

I, the undersigned, Herbert Bloemker, a registered Engineer under the laws of the State of Indiana, being first duly sworn do hereby state and affirm that the center line of Moller Road and the East line of the West Half of the Southeast Quarter of Section 12, Township 16 North, Range 2 East of the Second Principal Meridian are co-incidental throughout said half quarter section.

Herbert Bloemker

Registered Engineer No. 1836 Indiana.

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 31st day of August, 1953.

Rosella S. Bloemker (LS)

Notary Public

My Commission expires May 1st, 1956.

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Town Lot Record
1521 page 416
Instr. #13094
Feb. 23, 1954
Recorded
March 1, 1954

Chester F. Bailey and
Ruth Bailey,
husband and wife
to
Good Homes, Inc.

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

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

Beginning at a point in the East line of said half quarter section 1444.4 feet south of the North line thereof, and running thence west parallel to the North line of said half quarter section a distance of 125 feet, thence south parallel to the East line thereof 211 feet, thence east parallel to the North line thereof 125 feet to the East line of said half quarter section, which is the center of Moller Road; thence North along said East line 211 feet to the place of beginning. Subject to legal highways and to the dedication to the public for highway purposes of a strip of land 25 feet in width by parallel lines off the entire North and East side thereof. Subject further to an easement of five feet in width by parallel lines off the entire South side thereof which is reserved for the installation and maintenance of public utilities.

This being Tract Numbered One in the Survey of Bailey's Westwood Highlands, recorded in Deed Record 1497 pages 322, 323, 324 and 325 in the Office of the Recorder of Marion County, Indiana, and subject to easements and covenants of record.

Subject to the taxes of 1954 payable in 1955.

Proper citizenship clause is attached.

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Misc. Record
 279 page 320
 Inst. #12342
 April 20, 1937
 Recorded
 April 26, 1937

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ARTICLES OF INCORPORATION OF GOOD HOMES, INC.

Be it further remembered, That the following Articles of Incorporation and all matters heretofore done or hereafter to be done are in accordance with "An Act concerning domestic and foreign corporations for profit, providing penalties for the violation hereof and repealing all laws or parts of laws in conflict herewith" approved March 16, 1929 and all acts amendatory thereof and supplemental thereto.

The name of this Corporation shall be Good Homes, Inc. The purpose or purposes for which it is formed are as follows:

To transact a general real estate business and in connection therewith to acquire and own improved and unimproved real estate, or any interest therein, leases thereon, contracts of purchase and sale, mortgages and other liens and to sell, lease and improve same, and to possess all of the powers conferred by said act pertinent to the business of said corporation and the carrying out of the purposes thereof.

The period during which it is to continue as a corporation is 50 years.

The total number of shares into which its authorized capital stock is to be divided is 750 shares, consisting of shares as follows:

250 shares having a par value of \$100.00.
 500 shares having no par value.
 500 shares shall be common stock of no par value.
 250 shares shall be preferred stock having a par value of \$100.00 each.

Said preferred stock shall be preferred over the common stock upon sale or dissolution of the corporation for its full par value plus unpaid cumulative dividends, but shall not constitute a lien upon real estate or any interest therein bought, owned, leased and (or) sold by the corporation.

The amount of paid in capital with which this corporation shall begin business is \$500.00.

No stock of any class shall constitute a lien upon real estate or any interest therein bought, owned, leased and (or) sold by the Corporation.

Approved and filed April 22, 1937.

August G. Mueller,
 Secretary of State

NOTE: For Articles of Amendment increasing Capital Stock to 2500 shares consisting of 1000 shares at a par value of \$100.00 and 1500 shares having no par value, and increasing Common stock to 1500 shares of no par value, and also increasing preferred stock to 1000 shares of a par value of \$100.00 each, see Instrument dated May 28, 1952 recorded Nov. 19, 1952 in Misc. Record 492 page 23.

666802

PAID IN CAPITAL AFFIDAVIT

FOR GOOD HOMES, INC.

Misc. Record
287 page 144
Instr. #5825
Recorded
Feb. 28, 1938

Affidavit signed by majority of directors of said corporation states that required capital has been fully paid in.

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Town Lot Record
1532 page 552
Instr. #37667
June 10, 1954
Recorded
June 11, 1954

Good Homes, Inc.
(Corp. Seal)
By Richard H. Oberreich,
President,
Attest: Riley K. McGraw,
Treasurer, a corporation
organized and existing
under the laws of the
State of Indiana

Warranty Deed
(U.S.R. \$7.05)

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to
Hullon O. Barr and
Martha J. Barr,
husband and wife

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

Beginning at a point in the East line of said 1/4 1/4
Section, 1444.4 feet South of the North line thereof, and
running thence West parallel to the North line of said 1/2
1/4 Section, a distance of 125 feet, thence south parallel
to the East line thereof 211 feet, thence East parallel
to the North line thereof, 125 feet to the East line of
said 1/2 1/4 Section, which is the center of Moller Road,
thence North along said East line 211 feet to the place of
beginning.

Subject to legal highways and to the dedication to
the public for highway purposes of a strip of land 25 feet
in width by parallel lines off the entire North and East
side thereof.

Subject further, to an easement of five feet in width
by parallel lines off the entire South side thereof which
is reserved for the purpose of installation and maintenance
of public utilities.

This being Tract 1 in the Survey of Bailey's Westwood
Highlands, recorded in Deed Record 1497 pages 322, 323,
324 and 325 in the Office of the Recorder of Marion County,
Indiana.

Subject to taxes for 2nd half of 1953 due and payable
in November 1954 and all subsequent taxes.

The grantor herein represents and states the officers
herein were duly authorized by the Board of Directors of
Good Homes, Inc. to execute and deliver this deed and that
said corporation has no outstanding preferred stock on
this date.

Proper citizenship clause is attached.

666802

Town Lot Record
1545 page 500
Inst. #67304
June 10, 1954
Recorded
Sept. 27, 1954

Good Homes, Inc.
(Corp. Seal)
By Richard H. Oberreich,
President,
Attest: Riley K. McGraw,
Treasurer, a corporation
organized and existing
under the laws of the
State of Indiana

Warranty Deed
(U.S.R. \$7.05)

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to
Hullon O. Barr and
Martha J. Barr,
husband and wife

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

Beginning at a point in the East line of said 1/2 1/4
Section 1444.4 feet south of the north line thereof, and
running thence west parallel to the north line of said
1/2 1/4 section, a distance of 125 feet, thence south
parallel to the east line thereof, 211 feet, thence east
parallel to the north line thereof, 125 feet to the east
line of said 1/2 1/4 section, which is the center of Moller
Road, thence north along said east line 211 feet to the
place of beginning.

Subject to legal highways, and to the dedication to
the public for highway purposes of a strip of land 25 feet
in width by parallel lines off of the entire north and
east side thereof.

Subject further to an easement of five feet in width
by parallel lines off the entire south side thereof which
is reserved for the purpose of installation and maintenance
of public utilities.

This being Tract 1 in the Survey of Bailey's Westwood
Highlands, recorded in Deed Record 1497 pages 322, 323, 324
and 325 in the Office of the Recorder of Marion County,
Indiana.

Subject to taxes for 2nd half of 1953 due and payable
in November 1954 and all subsequent taxes.

The grantor herein represents and states the officers
herein were duly authorized by the Board of Directors of
Good Homes, Inc., to execute and deliver this deed and
that said corporation has no outstanding preferred stock
on this date.

Proper citizenship clause is attached.
Re-recorded to show correct description.

666802

Mortgage Record
1735 page 274
Inst. #37671
June 10, 1954
Recorded
June 11, 1954

Hullon O. Barr and
Martha J. Barr,
husband and wife

Mortgage

to
Equitable Securities Company

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

Beginning at a point in the East line of said 1/4 1/4
Section, 1444.4 feet South of the North line thereof,
and running thence West parallel to the North line of said
1/2 1/4 Section, a distance of 125 feet, thence south
parallel to the East line thereof 211 feet, thence East
parallel to the North line thereof, 125 feet to the East
line of said 1/2 1/4 Section, which is the center of Moller
Road, thence North along said East line, 211 feet to the
place of beginning.

Subject to legal highways and to the dedication to
the public for highway purposes of a strip of land 25 feet
in width by parallel lines off the entire North and East
side thereof.

Subject further, to an easement of five feet in width
by parallel lines off the entire South side thereof which
is reserved for the purpose of installation and maintenance
of public utilities.

This being Tract 1 in the Survey of Bailey's Westwood
Highlands, recorded in Deed Record 1497 pages 322, 323, 324
and 325 in the Office of the Recorder of Marion County,
Indiana.

To secure the principal sum of \$12,050.00 as evidenced
by a certain promissory note of even date herewith, the
terms of which are incorporated herein, by reference, with
interest from date, at the rate of 4 1/2% per annum on the
unpaid balance until paid, the said principal and interest
to be payable in monthly installments of \$66.98 commencing
on the first day of July, 1954, and on the first day of
each month thereafter until the principal and interest are
fully paid, except that the final payment of the entire
indebtedness evidenced thereby, if not sooner paid shall be
due and payable on the first day of June, 1979, and with
reasonable attorney's fees.

Privilege is reserved to prepay at any time, without
premium or fee the entire indebtedness or any part thereof,
not less than the amount of one installment or \$100.00
which ever is less.

Mortgage covenants and agrees that so long as this
mortgage and said note secured hereby are guaranteed under
the provisions of Title III of the Servicemen's Readjustment
Act of 1944 as amended he will not execute or file for
record any instrument which imposes a restriction upon the
sale or occupancy of the mortgaged property on the basis
of race, color or creed, upon any violation thereof the
mortgagee may, at its option, declare the unpaid balance
of the mortgage immediately due and payable.

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Mortgage recorded in Mortgage Record 1735, page 274, assigned of record to The Mutual Life Insurance Company of New York, New York City, New York by Assignment dated August 9, 1954 recorded August 11, 1954 in Release Record 169 page 651.

Mortgage Record
1753 page 146
Inst. #67305
June 10, 1954
Recorded
Sept. 27, 1954

Hullon O. Barr and
Martha J. Barr,
husband and wife

Mortgage

to
Equitable Securities Company

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

Beginning at a point in the East line of said 1/2 1/4 Section 1444.4 feet south of the North line thereof, and running thence west parallel to the north line of said 1/2 1/4 section, a distance of 125 feet, thence south parallel to the east line thereof 211 feet, thence east parallel to the north line thereof, 125 feet to the east line of said 1/2 1/4 section, which is the center of Moller Road, thence north along said east line 211 feet to the place of beginning.

Subject to legal highways, and to the dedication to the public for highway purposes of a strip of land 25 feet in width by parallel lines off of the entire north and east side thereof.

Subject further to an easement of five feet in width by parallel lines off the entire south side thereof which is reserved for the purpose of installation and maintenance of public utilities.

This being Tract 1 in the Survey of Bailey's Westwood Highlands, recorded in Deed Record 1497 pages 322, 323, 324 and 325 in the Office of the Recorder of Marion County, Indiana.

To secure the principal sum of \$12,050.00 as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein, by reference, with interest from date, at the rate of 4 1/2% per annum on the unpaid balance until paid, the said principal and interest to be payable in monthly installments of \$66.98 commencing on the first day of July, 1954 and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of the entire indebtedness evidenced thereby, if not sooner paid shall be due and payable on the first day of June, 1979 and with reasonable attorney's fees.

Privilege is reserved to prepay at any time, without premium or fee the entire indebtedness or any part thereof, not less than the amount of one installment or \$100.00 which ever is less.

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Mortgage covenants and agrees that so long as this mortgage and said note secured hereby are guaranteed under the provisions of Title III of the Servicemen's Readjustment Act of 1944 as amended he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation thereof, the mortgagee may, at its option, declare the unpaid balance of the mortgage immediately due and payable.
Re-recorded to show correct description.

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Mortgage recorded in Mortgage Record 1753 page 146, assigned of record to The Mutual Life Insurance Company of New York, New York City, New York by assignment dated and recorded October 19, 1954 in Release Record 172 page 166.

Old Age Assistance
Search

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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

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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

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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:

Robert B. Coolman
and
Florence E. Coolman,
jointly and
not individually

from September 19, 1951,
to and including
May 1, 1953

Chester F. Bailey
and
Ruth Bailey,
jointly and
not individually

from September 19, 1951,
to and including
March 1, 1954

Good Homes, Inc.

from September 19, 1951,
to and including
June 11, 1954

and vs

Hullon O. Barr
and
Martha J. Barr,
jointly and
not individually

for the 10 years
last past and
against none other

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

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Taxes for the year 1960 on the real estate for which this Abstract is prepared are assessed in the name of Hullon O. & Martha J. Barr and are due and payable on or before the first Mondays in May and November of 1961.

General Tax Duplicate No. 105171, Pike Township,
Parcel No. 3566.

May Installment \$50.85 Paid.

November Installment \$50.85 Unpaid.

Assessed Valuation;

Land \$150.00 Improvements \$2550.00 Exemption \$1000.00

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Taxes for the year 1961 now a lien.