

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

INDIANA STATE HIGHWAY COMMISSION

FUND 1

STATE OFFICE BUILDING
INDIANAPOLIS 9, INDIANA

PROJECT No. 65-3

RIGHT OF WAY GRANT

SECTION (17)120

PARCEL No. 11 PERM.

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, R. 2 E PERM. R/W 4643 SQ. FT. ~~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 No. 22 OF BAILEY'S WESTWOOD HIGHLAND SURVEY

49 + 00±N PL

51 + 70±

200± TO 135±

51 + 70±

52 + 56±S PL

135± TO 75

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

COMMENCING AT THE MOST NORTHERLY CORNER OF TRACT No. 22 IN THE SURVEY OF BAILEY'S WESTWOOD HIGHLANDS, SAID SURVEY BEING RECORDED IN DEED RECORD 1497, PAGES 322 - 325 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, SECTION 12, TOWNSHIP 16 NORTH, RANGE 2 EAST, PIKE TOWNSHIP, MARION COUNTY, INDIANA, TO THE POINT OF BEGINNING OF PARCEL 11 PERMANENT RIGHT OF WAY.

THENCE SOUTH 47 DEGREES 00 MINUTES EAST, 227.1 FEET ALONG THE NORTHEAST LINE OF TRACT No. 22 TO THE NORTH BOUNDARY OF 51ST STREET; THENCE SOUTH 89 DEGREES 03 MINUTES WEST, 50.0 FEET ALONG SAID BOUNDARY; THENCE NORTH 35 DEGREES 08 MINUTES WEST, 104.4 FEET; THENCE NORTH 52 DEGREES 39 MINUTES WEST, 89.3 FEET TO THE NORTHWEST LINE OF TRACT No. 22; THENCE NORTH 43 DEGREES 00 MINUTES EAST, 22.0 FEET ALONG SAID LINE TO THE POINT OF BEGINNING AND CONTAINING 4,643 SQUARE FEET, MORE OR LESS.

**DULY ENTERED
FOR TAXATION**

DEC 7 1962

Clem Smith
COUNTY AUDITOR

J. Brundage
2-21-62

10-18-62
[Signature]

PARCEL NO. 11 Perm., 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 NO days from the date first payment is received, and \$ NONE will be held in Escrow until said possession is given. Possession of the balance of the real estate will be given upon receipt of the first payment in the amount indicated herein.

The above and foregoing grant is made in consideration of payment of the sum of ONE THOUSAND FIVE HUNDRED dollars (\$ 1500.00), which sum shall be paid or held in escrow as specified to the order of VIRGIL D. HOOK AND ELIZABETH HOOK (HUSBAND AND WIFE) AND EQUITABLE SECURITIES COMPANY 5610 W. 51ST ST. RR#17. INDIANAPOLIS INDIANA
(Give address of Payee)

The right of way hereby conveyed may be used, subject to the discretion of the grantee, for the establishment, construction, control and maintenance of a limited access facility as defined in the act of 1945 (Acts 1945, ch. 245, page 1113) and is subject to such regulations as therein provided and to such subsequent regulations or use as may be made, adopted or provided under or by law governing such facilities or highways in general.

It is further understood and agreed that this conveyance transfers only the right to make, construct and maintain such highway on said lands and to use any material lying within the above described limits suitable for use in constructing and maintaining said highway and does not convey any rights to any minerals or other substances underneath the surface, except as it may be used for the construction or maintenance of such improved highways.

Any and all timber, shrubbery, fences, buildings and all other physical improvements on the above granted right of way, not specifically reserved by special provision stated above, shall become the property of the State of Indiana.

When, by special provisions as stated above, any trees and/or shrubs are to be left standing on said right of way, it is mutually agreed and understood by grantor and grantee, that such special provision is only for such period as the excepted trees and/or shrubs shall not constitute an obstruction to future construction or hazard to power lines or traffic as shall be determined from time to time by the Indiana State Highway Commission through its authorized representatives.

It is understood and agreed that all provisions of this grant are stated above and that no verbal agreements or promises are binding.

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

The undersigned 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 \$279.00; Damages 1221.00; Total consideration \$1500.00

Virgil D Hook (HUSBAND) (Grantor)

Elizabeth Hook (WIFE) (Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

APPROVED
Chief [Signature]
Asst. Chief [Signature]
Dep. Atty. Gen'l [Signature]
Control [Signature]

DULY ENTERED FOR TAXATION

DEC 7 1962

Clem Smith
COUNTY AUDITOR

Dated June 26, 1962

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

AMOUNT APPROVED 11-13-62
BY [Signature]

THE ABOVE GRANT IS HEREBY ACCEPTED.
STATE OF INDIANA

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

PAID BY 110968
WARRANT NO. A 110969
DATED Nov. 27, 1962

BY David Cohee
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 Marion ss:

Personally appeared before me Virgil D. Hook & Elizabeth Hook (Husband & Wife) and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 26 day of June, 1962.

Witness my hand and official seal.

My Commission expires 3-6-65

Norman Edwards
Orange County
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

_____ day of _____, 19_____.

(Seal)

(Seal)

(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.

389
345
DEC-11-1962
Record 1967
Page 388

INDIANA STATE HIGHWAY COMMISSION
Division of Land Acquisition
ROOM 1105 • 100 NORTH SENATE AVENUE
INDIANAPOLIS, INDIANA

December 4, 19 62

To Virgil D. & Elizabeth Hook
Equitable Securities Co.
5610 W. 51st. Street R. R. 17
Indianapolis, Indiana

GENTLEMEN :

We enclose State Warrant No. A 110968 11-27 19 62
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 26, 1962 Parcel 11 Perm.	1,500.00

PLEASE RECEIPT AND RETURN

Received Payment: Elizabeth A Hook

Date Dec 6, 1962

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE
INDIANAPOLIS, INDIANA

December 4, 19 62

To Robert M. Carriger
3716 Ashbourne Lane
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A 110969 11-27 19 62
in settlement of the following vouchers:

DESCRIPTION	AMOUNT
<p><i>Mort Rel</i> 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 26, 1962</p>	25.00
Parcel 11 Perm.	

PLEASE RECEIPT AND RETURN

Received Payment: *Robert M Carriger*

Date: 12-6-62

PARTIAL RELEASE

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, owner and holder of that certain mortgage dated January 21, 1955, executed by JOHN F. SMITH and MARY CHRISTINA SMITH, his wife, to EQUITABLE SECURITIES COMPANY, to secure the payment of a note of even date therewith in the principal sum of TWELVE THOUSAND TWO HUNDRED AND NO/100 (\$12,200.00) DOLLARS which mortgage was recorded in Volume 1770, page 681 in the Office of the Recorder of Marion County, Indiana, and assigned to THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK by assignment dated June 8, 1955 recorded in said Recorder's Office in Volume 178, page 490, 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 most Northerly corner of Tract #22 in the Survey of Bailey's Westwood Highlands, said survey being recorded in Deed Record 1497, Pages 322 - 325 in the Office of Marion County; Indiana; Section 12, Township 16 North, Range 2 East, Pike Township, Marion County, Indiana to the Point of Beginning of Parcel No. 11 Permanent Right of Way.

Thence South 47 Degrees 00 Minutes East, 227.1 feet along the Northeast line of Tract #22 to the North boundary of 51st Street;

Thence South 89 Degrees 03 Minutes West, 50.0 feet along said boundary;

Thence North 35 Degrees 08 Minutes West, 104.4 feet;

Thence North 52 Degrees 39 Minutes West, 89.3 feet to the Northwest Line of Tract #22;

Thence North 43 Degrees 00 Minutes East, 22.0 feet along said line to the Point of Beginning and containing 4,643 square feet, 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

rh

ATTEST:

By *John P. Traynor*
John P. Traynor, Vice President

Herbert A. West
Herbert A. West, Asst. Secretary

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

On the 25th day of September, 1962, 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.

Lloyd H. Reed
LLOYD 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

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 # 11

OWNER Virgil Hook PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER 5610 W. 51st St Indianapolis

DATE ASSIGNED 7-18-62

DATE OF CONTACT _____

TIME OF CONTACT _____

DATE OF PREVIOUS CONTACT 6-26-62 Seamed.

OFFER \$ _____

DETAIL CONTACT* Took grant and vouchers to Equitable Securities Co. to be mailed to New York for release

ACTION TAKEN** _____

SIGNED Arman 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.

APPRAISAL PARTIAL TAKING

PROJECT I-65-3 (17)120 ROAD I-65 COUNTY Marion PARCEL NO. 11

PROPERTY OWNER Virgil & Elizabeth Hook 5610 West 51st Street - Indianapolis, Indiana
Address

Present Use <u>Residential</u>	Best Present Use <u>Residence</u>	Best Future Use <u>Residence</u>
Acres <u>.72</u>	Value Per Acre (Average) Schedule "A"	
Tillable Acres _____	Value Per Tillable Acre Schedule "A"	
Square Feet <u>31363 Sq. Ft.</u>	Value Per Square Foot Schedule "A"	\$ <u>.06¢</u>
Front Feet _____	Value Per Front Foot Schedule "A"	\$ _____

VALUE — LAND Schedule "A"	\$ <u>1,880.</u>	Total
VALUE — IMPROVEMENTS Schedule "B"	\$ <u>12,120.</u>	Value \$ <u>14,000.</u>

ZONED: R 3

VALUE OF PART TAKEN

Land — Temporary R/W	_____ @ _____	\$ _____
Permanent R/W	<u>4643 Sq. Ft.</u> @ <u>.06¢</u>	_____
	_____ @ _____	_____
	_____ @ _____	\$ <u>279.</u>

IMPROVEMENTS — See Schedule "B"

VALUE OF IMPROVEMENTS IN R/W TAKING \$ _____

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

SEVERANCE DAMAGE (See Memo Attached) \$ _____

LIMITED ACCESS DAMAGE (See Memo Attached) \$ _____

PROXIMITY DAMAGE House is now 17 feet from R/W. Will be 7 feet from R/W.
 DAMAGES considered at 7.25% *See attached report \$ 879.

OTHER DAMAGES — Fence, Trees, Cuts, Fills, Etc. itemize (use separate sheet if needed.) \$ 370.

<u>Three (3) Flowering Crabs</u>	@ <u>\$6.</u>	<u>\$18.</u>
<u>Twenty-six (26) Multi Florea Rose Bushes</u>	@ <u>\$2.</u>	<u>52.</u>
<u>Septic Finger System will need relocation</u>		<u>300.</u>

Total Approved <u>370.</u>	Date <u>5/17/62</u>	Signed <u>[Signature]</u>
Rev. Appr. _____		
Asst. or Chief Appr. _____		

Value of Part Taken — including temporary R/W \$ 1,528.

Value After Taking — including temporary R/W \$ 12,472.

Plus Amount Shown as Temporary R/W \$ _____

Adjusted Residual Value \$ 12,472.

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 2nd day of April 19 62

<u>Jack P. Meek</u>	<u>[Signature]</u>	<u>B11398</u>
Appraiser		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 # 11

OWNER Virgil El Elizabeth Hook PHONE # AX 1-7270

(Other interested parties and relationship)

ADDRESS OF OWNER 5610 W. 51 St. Indianapolis, Indiana

DATE ASSIGNED 5-17-62

DATE OF CONTACT 6-7-62

TIME OF CONTACT 11:00 A.M.

DATE OF PREVIOUS CONTACT 6-6-62

OFFER \$ 1500⁰⁰

DETAIL CONTACT* Showed Mr Hook plans and also informed him on a check in engineering that there was no plans at this time to use any of the land on his side of the Creek. Made offer of \$1500⁰⁰.

ACTION TAKEN** Mr Hook wants to check with his loan company on offer
Contact Mr Hook after June 13th

SIGNED Jorman Edwards

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

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 # 11

OWNER Virgil Ed Elizabeth Hook PHONE # AX 1-7270

(Other interested parties and relationship)

ADDRESS OF OWNER 5610 W. 51st St. Indianapolis, Indiana

DATE ASSIGNED 5-17-62

DATE OF CONTACT 6-6-62

TIME OF CONTACT 7:00 P.M.

DATE OF PREVIOUS CONTACT FIRST

OFFER \$ NONE

DETAIL CONTACT* Called at above address and found Mrs Hook at home. Walked take and discussed septic system.

Made appointment to meet with Mr. Hook for 9:00 A.M. Thursday - June 7

ACTION TAKEN**

SIGNED Norman Edwards

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

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

BUYERS REPORT

PROJECT I 65-3-(17) PARCEL # 11

OWNER Virgil W. Hook PHONE # AX 1-7270

(Other interested parties and relationship)

ADDRESS OF OWNER 5610 W. 51st St Indianapolis

DATE ASSIGNED 7-18-62

DATE OF CONTACT _____

TIME OF CONTACT _____

DATE OF PREVIOUS CONTACT _____

Waiting for mortgage

OFFER \$ _____

DETAIL CONTACT* Received mortgage release to-day
10-17-62.

ACTION TAKEN** Completed

SIGNED Jerman 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-65-3-17-120 PARCEL # 11

OWNER Virgil and Elizabeth Hook PHONE # AX 1-7270

(Other interested parties and relationship)

Equitable Securities Company, Indianapolis Ind

ADDRESS OF OWNER 5610 W. 51st St. Indianapolis Ind

DATE ASSIGNED 5/17/62

DATE OF CONTACT 5/23/62

TIME OF CONTACT 1:45 p.m.

DATE OF PREVIOUS CONTACT _____

OFFER \$ _____

DETAIL CONTACT* _____

ACTION TAKEN** Made appt* Sent to app. section 5/23/62

SIGNED J. Thompson

* 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-65-3-17-120 PARCEL # 11

OWNER Virgil and Elizabeth Hook PHONE # AX 1-7270

(Other interested parties and relationship)

Equitable Securities Company, Indianapolis Ind

ADDRESS OF OWNER 5610 W. 51st St. Indianapolis Ind

DATE ASSIGNED 5/17/62

DATE OF CONTACT 5/23/62

TIME OF CONTACT 1:45 p.m.

DATE OF PREVIOUS CONTACT _____

OFFER \$ _____

DETAIL CONTACT* _____

ACTION TAKEN** made appt. Cancelled appt. by phone
sent back to appraisal section 5/23/62
for review on proximity damage

SIGNED J. Thompson

* 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 # 11

OWNER Virgil Hook PHONE # AX 1-7270

(Other interested parties and relationship)

ADDRESS OF OWNER 5610 W. 51st St, Indiana

DATE ASSIGNED 5-17-62

DATE OF CONTACT 6-26-62

TIME OF CONTACT 10.30 A.M.

DATE OF PREVIOUS CONTACT 6-6-62

OFFER \$ 1500⁰⁰

DETAIL CONTACT*

ACTION TAKEN** Secured

SIGNED Edwards

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

TITLE AND 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 J. M. Smitha

Names in Trans Book Jack H. & M. Ruth Smitha

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Value
Part of the W 1/2 SE 1/4	12	16	2		Land \$ 160.00
					Imp. \$4600.00
					Total \$4760.00

LAST OWNER OF RECORD

U.S.R. \$5.50

Deed Record 1682 p. 333 Recorded 10/22/57 Dated 10/18/57 ^{Warranty} Deed

Grantor John Francis Smith & Mary Christina Smith, husband & wife

Grantee Jack H. Smitha and M. Ruth Smitha, husband & wife

Address of Grantee 5610 W. 51st St., Indpls. 23, Ind.

MORTGAGE RECORD

Mortgage Record 1770 p. 681 Amount \$12,200.00 Dated 1/21/55

Mortgagor John F. Smith & Mary Christina Smith, husband & wife

Mortgagee Equitable Securities Company (see Assignment)

JUDGMENT 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.

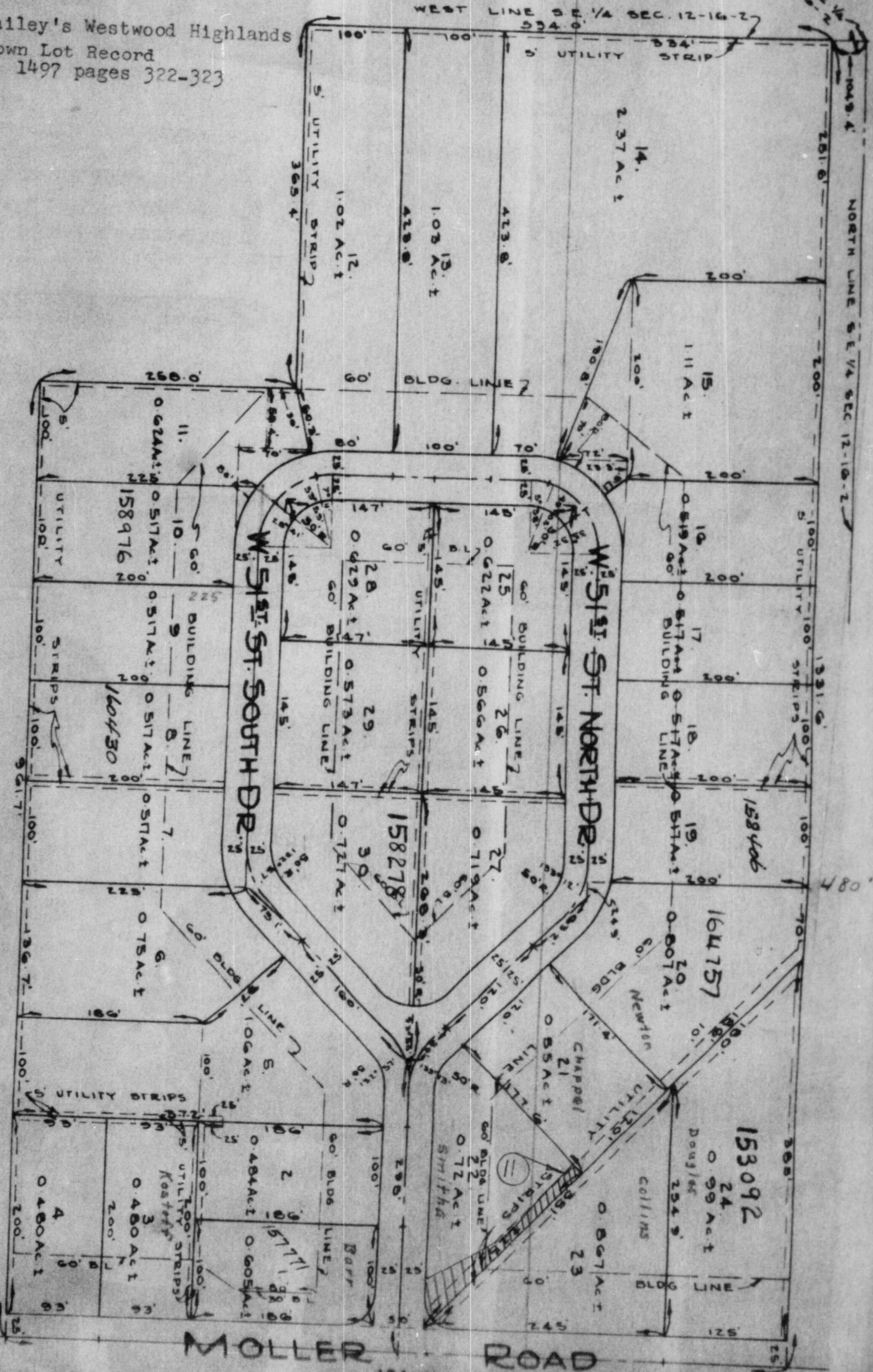
Dated this 22 day of Sept 1964, 8 AM by Vernon E. Dunderidge
ABSTRACTOR PRESIDENT

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

SW 1/4 SE 1/4 NW 1/4 SE 1/4 NW COR. SEC. 12-16-2
 WEST LINE SE 1/4 SEC. 12-16-2
 534.0'



666483

CAPTION

-1-

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:

Beginning at a point in the East line of said Half Quarter Section said point being 1444.4 feet south of the Northeast corner thereof, running thence west parallel to the North line thereof 295 feet, thence deflecting to the right of 46 degrees 47 minutes a distance of 50 feet; thence deflecting to the right 90 degrees a distance of 202.6 feet; thence southeasterly 260.33 feet to the place of beginning.

Subject to any legal highways or rights of way.

Above Realty also known as Tract Number 22 in the Survey of Bailey's Westwood Highlands, said survey being 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

-2-

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.

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)

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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, to wit:

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.

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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 E. 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.

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IN THE PROBATE COURT OF MARION COUNTY

Cause No. 3454
Filed
Oct. 3, 1940

Florence E. Coolman,
Roy V. Whisenand
vs
Cora L. Whisenand,
Omer B. Whisenand

Interlocutory
Partition Decree

-7-

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.

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 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 coterpants.

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

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-----, -----, ---
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

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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, 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. Proper citizenship clause is attached.

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

Florence E. Coolman and
Robert B. Coolman,
her husband

Warranty Deed

to
Marian I. Oden, Trustee for the
purpose of reconveyance to
joint title

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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.

Proper citizenship clause is attached.

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

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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)

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Part of the Southeast Quarter of Section 12, Township 16 North, Range 2 East, more particularly 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 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 Bloemker

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

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666483

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
1559 page 423
Inst. #5294
Jan. 18, 1955
Recorded
Jan. 21, 1955

Chester F. Bailey and
Ruth Bailey,
husband and wife
to
John F. Smith and
Mary Christina Smith,
husband and wife

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

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Part of the West Half of the Southeast Quarter of Section 12, Township 16 North, Range 2 East of the Second Principal Meridian, more particularly described as follows: Beginning at a point in the East line of said half quarter section said point being 1444.4 feet south of the northeast corner thereof running thence west parallel to the north line thereof 295 feet thence deflecting to the right of 46° 47' a distance of 50 feet; thence deflecting to the right 90° a distance of 202.6 feet; thence southeasterly 260.33 feet to the place of beginning, being also the intersection point of Moller Road and 51st Street. Subject however, to the dedication to the public for highway purposes of a strip of land 25 feet in width by parallel lines off the entire south and southwest side thereof, and subject to an easement of 10 feet in even width off the entire northeast side thereof which is reserved for the installation and maintenance of public utilities.

This tract being Tract Number 22 in the Survey of Bailey's Westwood Highlands, said survey together with certain covenants pertaining thereto being recorded in Deed Record 1497 pages 322, 323, 324 and 325 in the Office of the Recorder of Marion County, Indiana, and subject to the easements, highways and covenants of record.

Subject to the taxes for the year 1954 due and payable in the year 1955 and thereafter.

Proper citizenship clause is attached.

666483

Town Lot Record
1682 page 333
Inst. #65098
Oct. 18, 1957
Recorded
Oct. 22, 1957

John Francis Smith and
Mary Christina Smith,
husband and wife

Warranty Deed
(U.S.R. \$5.50)

to
Jack H. Smitha and
M. Ruth Smitha,
husband and wife

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Part of the West Half of the Southeast Quarter of Section 12, Township 16 North, Range 2 East, in Marion County, Indiana, more particularly described as follows, to wit: Beginning at a point in the east line of said half quarter section, said point being 1444.4 feet south of the northeast corner thereof, running thence west parallel to the north line thereof 295 feet, thence deflecting to the right 46 degrees 47 minutes a distance of 50 feet; thence deflecting to the right 90 degrees a distance of 202.6 feet; thence southeasterly 260.33 feet to the place of beginning, being also the intersection point of Moller Road and 51st Street, subject, however, to the dedication to the public for highway purposes of a strip of land 25 feet in width by parallel lines off the entire South and southwest side thereof and subject to an easement of 10 feet in even width off the entire north east side thereof which is reserved for the installation and maintenance of public utilities.

This tract being tract number 22 in the survey of Bailey's Westwood Highlands, said survey together with certain covenants pertaining thereto being recorded in Deed Record 1497 pages 322, 323, 324 and 325 in the Office of the Recorder of Marion County, Indiana, and subject to the easements, highways and covenants of record.

Subject to the unpaid balance of a certain mortgage to the Equitable Securities Company of Indianapolis, Indiana in the original principal sum of \$12,200.00 dated January 21, 1955 and recorded January 21, 1955 in Mortgage Record 1770, page 681 in the Office of the Recorder of Marion County, Indiana, which the grantees assume and agree to pay.

Subject to the taxes for the year 1957 due and payable in 1958 and all taxes thereafter.

Proper citizenship clause is attached.

Mortgage Record
1770 page 681
Inst. #5296
Jan. 21, 1955
Recorded
Jan. 21, 1955

John F. Smith and
Mary Christina Smith,
husband and wife

Mortgage

to
Equitable Securities Company

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

Beginning at a point in the East line of said half quarter section said point being 1444.4 feet south of the Northeast corner thereof, running thence west parallel to the north line thereof 295 feet, thence deflecting to the right

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of 46° 47' a distance of 50 feet; thence deflecting to the right 90° a distance of 202.6 feet; thence south-easterly 260.33 feet to the place of beginning, being also the intersection point of Moller Road and 51st Street.

Subject to all legal highways or rights of way.

This tract being Tract Number 22 in the Survey of Bailey's Westwood Highlands, said survey together with certain covenants pertaining thereto being 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 \$12,200.00 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 \$67.82 commencing on the first day of March, 1955 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 February, 1980 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.

Mortgagor 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 1770 page 681, assigned of record to The Mutual Life Insurance Company of New York, New York City, New York by assignment dated June 8, 1955 recorded June 8, 1955 in Release Record 178 page 490.

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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.

Judgment Search

-21-

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 E. 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
January 21, 1955

John F. Smith
or
John Francis Smith
and
Mary Christina Smith,
jointly and
not individually

from September 19, 1951,
to and including
October 22, 1957

and vs

Jack H. Smitha
and
M. Ruth Smitha,
jointly and
not individually

for the 10 years
last past and
against none other

666483

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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 Jack H. & M. Ruth Smitha and are due and payable on or before the first Mondays in May and November of 1961.

General Tax Duplicate No. 108895, Pike Township, Parcel No. 3583.

May Installment \$112.46 Paid.

November Installment \$112.46 Unpaid.

Assessed Valuation;

Land \$160.00 Improvements \$4600.00 Exemption \$1000.00

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Taxes for the year 1961 now a lien.

TITLE AND ENCUMBRANCE REPORT

RIGHT OF WAY DEPARTMENT

STATE HIGHWAY DEPARTMENT OF INDIANA

S. R. 65

PROJ. I65-3 (17) 120

COUNTY

Marion

Names on Plans _____

Names in Trans Book _____

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Value
Part of the W1/2 SE1/4	12	16	2		

LAST OWNER OF RECORD

U.S.R. \$4.40
Warranty

Deed Record 1887 p. 258 Recorded 10/9/61 Dated 10/6/61 Deed

Grantor Jack H. Smitha & M. Ruth Smitha, husband & wife

Grantee Virgil D. Hook & Elizabeth Hook, husband & wife

Address of Grantee _____

MORTGAGE RECORD

Mortgage Record p. _____ Amount _____ Dated _____

Mortgagor None

Mortgagee _____

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

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

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

TAXES Current Paid (X) 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 as of 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.

Dated this 11th day of July 1962 8AM
BY Herim E Stonecipher
Abstractor PRESIDENT

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

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

690209

The following is an Extension of the original search by Union Title Company under No. 666483.

CAPTION

-1-

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:

Beginning at a point in the East line of said Half Quarter Section said point being 1444.4 feet south of the Northeast corner thereof, running thence west parallel to the North line thereof 295 feet, thence deflecting to the right of 46 degrees 47 minutes a distance of 50 feet; thence deflecting to the right 90 degrees a distance of 202.6 feet; thence southeasterly 260.33 feet to the place of beginning.

Subject to any legal highways or rights of way.

Above Realty also known as Tract Number 22 in the Survey of Bailey's Westwood Highlands, said survey being recorded in Deed Record 1497, pages 322, 323, 324, and 325, in the Office of the Recorder of Marion County, Indiana.

Since September 22, 1961, 8 A.M.

Prepared For: Indiana State Highway Commission
Division of Land Acquisition

Town Lot Record
1887 page 258
Instr. #84481
Oct. 6, 1961
Recorded
Oct. 9, 1961

Jack H. Smitha and
M. Ruth Smitha,
husband and wife
to

Virgil D. Hook and
Elizabeth Hook,
husband and wife

Warranty Deed
(U. S. R.
\$4.40)

-2-

Part of the west 1/2 of the Southeast 1/4 of Section 12, Township 16 North, Range 2 East of the 2nd Principal Meridian described as follows, to-wit:

Beginning at a point in the East line of said Half Quarter Section 1444.4 feet south of the Northeast corner thereof; running thence west parallel with the North line thereof 295 feet; thence deflecting to the right 46° 47' a distance of 50 feet; thence deflecting to the right 90° a distance of 202.6 feet; thence southeastwardly 260.33 feet to the place of beginning, being also the intersection point of Moller Road and 51st Street. Subject to the dedication for public highway purposes over a strip 25 feet in width by parallel lines off the entire South and Southwest side thereof and subject to an easement 10 feet in width off the entire Northeast side thereof which is reserved for use of public utilities. Said tract being known as No. 22 on the

690209

Survey of Bailey's Westwood Highlands, the plat of which survey is recorded in Deed Record 1497, page 322, in the office of the Recorder of Marion County, Indiana.

Subject to easements and restrictions of record.

Subject to taxes for the year 1961, payable in May and November, 1962. Subject further to the unpaid balance of a certain mortgage in favor of Equitable Securities Company, recorded in Mortgage Record 1770, page 681, assigned to The Mutual Life Insurance Company of New York, which the grantees herein assume and agree to pay.

Proper citizenship clause is attached.

Instrument shows name of person preparing same.

Old Age Assistance
Search

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

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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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690209

Judgment Search

-5-

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:

Jack H. Smitha
and
M. Ruth Smitha,
jointly and
not individually

from September 22, 1961,
8 A.M. to and including
October 9, 1961

and vs

Virgil D. Hook
and
Elizabeth Hook,
jointly and
not individually

for the 10 years
last past and
against none other

-6-

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

-7-

Taxes for the year 1961 on the real estate for which this Abstract is prepared are assessed in the name of Jack H. & M. Ruth Smitha and are due and payable on or before the first Mondays in May and November of 1962.

General Tax Duplicate No. 108997, Pike Township,
Parcel No. 3583.

May Installment \$120.32 Paid.

November Installment \$120.32 Unpaid.

Assessed Valuation:

Land \$160.00 Improvements \$4,600.00 Exemption \$1,000.00

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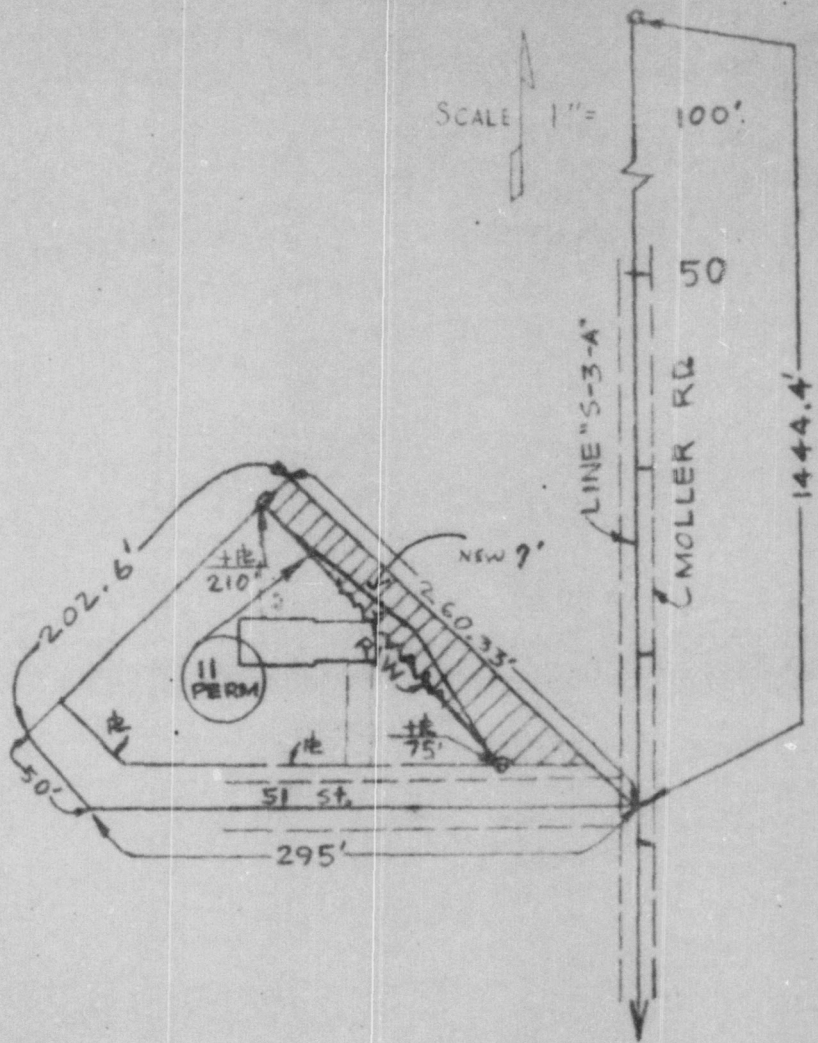
Taxes for the year 1962 now a lien.

PARCEL NO II PERM
PROJECT NO. I-65-3(17)120
ROAD. I-65

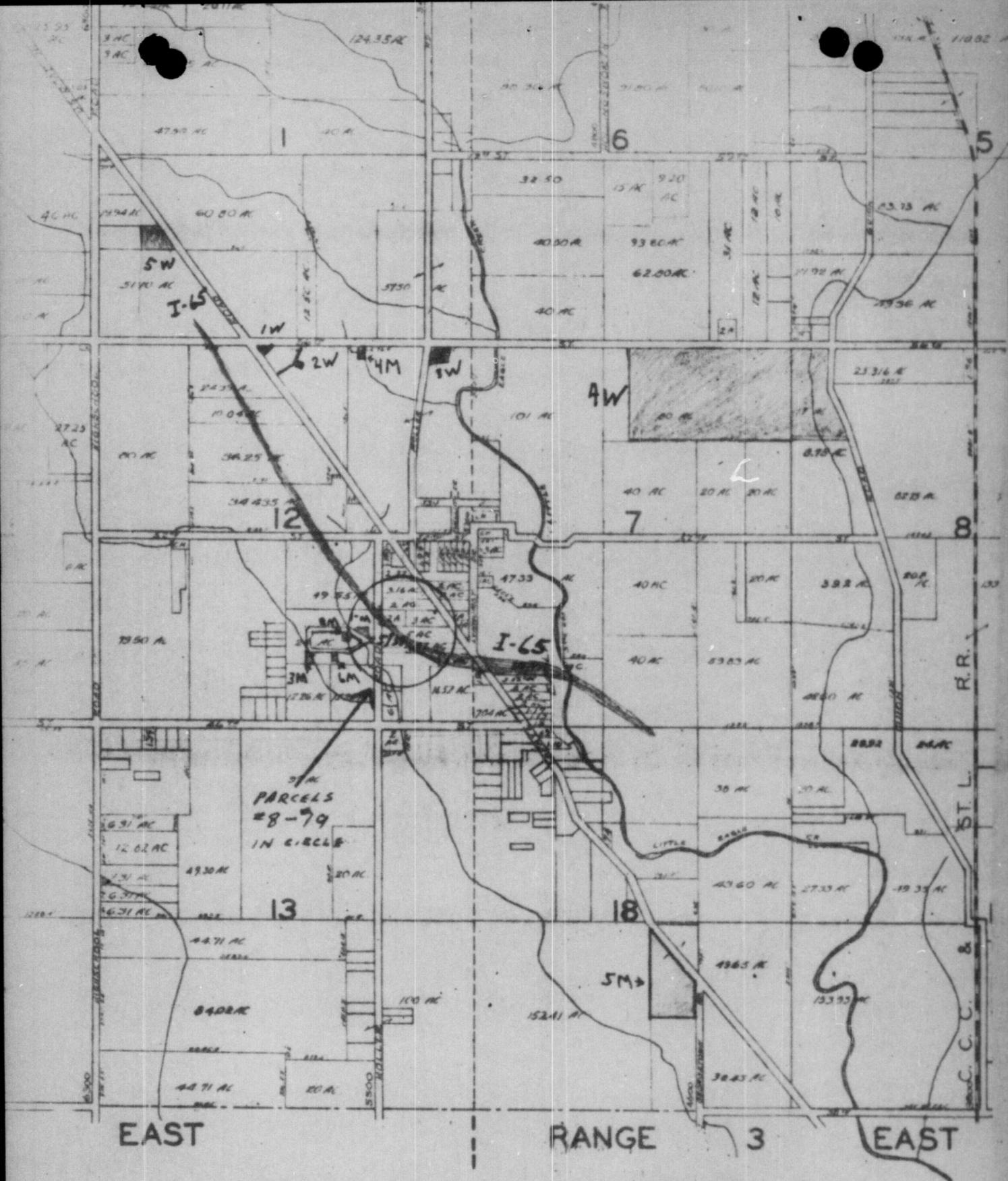
VIRGIL T. SEIBERTS Hook
OWNER: ~~JACKIE RUTH SMITH~~
DRAWN BY D.L.M. CHECKED BY
DEED RECORD 1682 PAGE 333 DTD, 10-18-57

CROSSHATCHED
AREA IS
APPROX. TAKE

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



* NEW R/W DOES NOT
TAKE ANY IMPROVEMENTS
THE "OLD" TOOK A
CORNER OF THE GARAGE
7' FROM TAKE TO HOUSE
OLD WAS 17'



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.