

119384

72062-YS
VOL 1969 PAGE 587

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. 8 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 4545 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) "A"

	<u>LEFT</u>	<u>RIGHT</u>
THE LIMITED ACCESS PROVISIONS DO NOT APPLY TO THE FOLLOWING DESCRIBED RIGHT OF WAY. PART OF TRACT NO. 20 OF BAILEY'S WESTWOOD HIGHLAND SURVEY. 75+18±NPL TO 75+04±SPL		185 TO 200
MORE PARTICULARLY DESCRIBED AS FOLLOWS:		

THE LIMITED ACCESS PROVISIONS DO NOT APPLY TO THE FOLLOWING DESCRIBED RIGHT OF WAY.
BEGINNING 1,049.4 FEET SOUTH AND 410 FEET WEST OF THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 2 EAST, MARION COUNTY, INDIANA, THE POINT OF BEGINNING OF PARCEL 8 PERMANENT RIGHT OF WAY:

THENCE SOUTH 47 DEGREES 0 MINUTES EAST, 186.0 FEET ALONG THE NORTHEASTERN PROPERTY LINE TO THE SOUTHEASTERN PROPERTY LINE OF THE GRANTOR'S LAND; THENCE SOUTH 43 DEGREES 0 MINUTES WEST, 25.6 FEET ALONG SAID PROPERTY LINE; THENCE NORTH 45 DEGREES 33 MINUTES WEST, 207.2 FEET TO THE NORTH PROPERTY LINE OF THE GRANTOR'S LAND; THENCE NORTH 89 DEGREES 03 MINUTES EAST, 29.4 FEET ALONG SAID PROPERTY LINE TO THE POINT OF BEGINNING AND CONTAINING 4,545 SQUARE FEET, MORE OR LESS.

**DULY ENTERED
FOR TAXATION**

DEC 20 1962

Clem Smith
COUNTY AUDITOR

[Handwritten Signature]

FEB 14 1962

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PARCEL NO. 8 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 7 days from the date first payment is received, and \$ 700.00 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 Seven Hundred Dollars (\$700.00), which sum shall be paid or held in escrow as specified to the order of George H. Newton & Betty L. Newton 5630 W. 51st Indianapolis, 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.

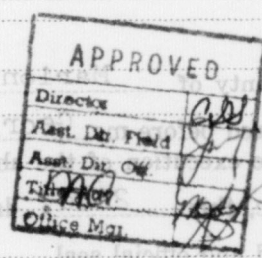
The undersigned GRANTORS being duly sworn, says that he, she (is) or they (are) the sole owner(s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or options of any kind or character on said lands as conveyed, except as shown below, and 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 CO. This grant is to be and become effective and binding from and after its approval by the Indiana State Highway Commission.

Land and improvements 273.00; Damages 427.00; Total consideration 700.00

George N. Newton (Grantor)
George H. Newton (Husband) Adult (Grantor)
Betty L. Newton (Grantor)
Betty L. Newton (Wife) Adult (Grantor)



5/22/62

This instrument prepared and checked with project plans for Division of Right of Way. BY FEB 14 1962

AMOUNT APPROVED NOV 16 1962 BY James W. Lawrence

THE ABOVE GRANT IS HEREBY ACCEPTED. STATE OF INDIANA

DESCRIPTION & FORM OK'D 6-6-62 BY Robert L. Hirsch

PAID BY 112246 WARRANT NO 112246 DATED 12-4, 1962

BY Charles D. Sheets Title Indiana State Highway Commission DATE NOV 16 1962



State of Indiana, County of _____ ss:

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

Witness my hand and official seal.

My Commission expires _____

Notary Public.

State of Indiana, County of _____ ss:

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

Witness my hand and official seal.

My Commission expires _____

Notary Public.

State of Indiana, County of _____ ss:

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

Witness my hand and official seal.

My Commission expires _____

Notary Public.

State of Indiana, County of _____ 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 George H. Newton and Betty L. Newton and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 22nd day of May, 1962.

Witness my hand and official seal.

My Commission expires Oct. 1st. 1963

E.R. Souder
E.R. Souder
Floyd Co.

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

9th day of October, 1962.
THE MUTUAL LIFE INSURANCE COMPANY
OF NEW YORK (Seal)

DULY ENTERED FOR TAXATION (Seal)

By Henry C. Barkhorn (Seal)
Henry C. Barkhorn, 2nd Vice President
State of NEW YORK
County of NEW YORK } ss:

DEC 20 1962 (Seal)

Clem Smith
COUNTY AUDITOR

Personally appeared before me Henry C. Barkhorn, Second Vice President of THE MUTUAL LIFE INSURANCE COMPANY OF N.Y. above named and duly acknowledged the execution of the above release the 9th day of October, 1962.

Witness my hand and official seal.

My Commission expires _____

MARJORIE IRENE SMITH
Notary Public, State of New York
No. 24-9076665 Qual. in Kings Co.
Certificate Filed in New York County
Commission Expires March 30, 1964

Marjorie Irene Smith
Notary Public.

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

December 13, 19 62

To Paul C. Burkholder
4102 East 42nd Street
Indianapolis 18, Indiana

GENTLEMEN:

We enclose State Warrant No. A 112245 12-4 19 62
in settlement of the following vouchers:

DESCRIPTION	AMOUNT
<p>Appraisal for release of VA Mortgage</p> <p>For the purchase of Right of Way on State Road</p> <p>No. I-65ⁿ Marion</p> <p>County I Project 65-3</p> <p>Section (17) as per Grant dated</p> <p>Sept. 25, 1962</p> <p>Parcel 8 Perm.</p>	<p>25.00</p>

PLEASE RECEIPT AND RETURN

Received Payment: *Paul C. Burkholder*
Date: 12/17/62

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE
INDIANAPOLIS, INDIANA

December 13, 19 62

To Equitable Securities Company
5630 West 51st Street
Indianapolis, Indiana
Att. John T. Jameson, Jr.

GENTLEMEN:

We enclose State Warrant No. A 112246 12-4 19 62
in settlement of the following vouchers:

DESCRIPTION	AMOUNT
Service Fee for Mortgage Release	
<i>For the purchase of Right of Way on State Road</i>	
No. I-65 in Marion	
County I Project 65-3	
Section (17) as per Grant dated	
September 17, 1962	
Parcel 8 Perm.	25.00

PLEASE RECEIPT AND RETURN

Received Payment: *Equitable Securities Co.*
Date: *12-17-62* *John T. Jameson, Jr.*

**RIGHT OF WAY
CLAIM - VOUCHER**

Warrant
No.

Payee's Name
and
Address

George H. & Betty L. Newton &
MUTUAL LIFE INSURANCE COMPANY
OF NEW YORK
1740 Broadway at 55th Street
New York 19, New York
~~and George H. Newton and
Betty L. Newton~~

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 <u>62</u>	For the { Abstracting Appraising Purchase } of Right of Way on State Road No. <u>I-65</u> in <u>Marion</u> County, <u>I</u> Project <u>65-3</u> Section <u>(17)</u> as per { Agreement Grant Deed } dated <u>May 22nd</u> , 19 <u>62</u> , a copy of which is attached to the Original (Auditor's) copy of this claim-voucher. State Funds <u>70.00</u> Federal Funds <u>630.00</u> TOTAL <u>700.00</u>	<u>8700.00</u>	
	Total	<u>8700.00</u>	

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

Margaret J. Staudick 11-9-62
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.

X _____
(If a firm or corporation, give name)

X By _____ Title
Personal Signature
5-22-62 X George H. Newton
Signature if individual
5-22-62 X Betty L. Newton
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 _____ Title
Personal Signature

X _____
Signature if individual

X _____
Signature if individual

RECOMMENDED FOR APPROVAL DATE

E.R. Souder 5-22-62
Agent, Division of Land Acquisition
James W. Townsend ASS'T CHIEF NOV 16 1962
Chief, DIVISION OF LAND ACQUISITION
Byron J. May NOV 15 1962
Engineer, Division of Land Acquisition
Roger L. Shipley NOV 21 1962
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.

Charles D. Sheets Chief
Division of Land Acquisition
Indiana State Highway Commission

NOV 16 1962

APPRAISAL PARTIAL TAKING

PROJECT I-65-3 (17) 126 ROAD I-65 COUNTY Marion PARCEL NO. 8
 PROPERTY OWNER George & Betty Newton - 5630 West 51st Street, Indianapolis, Indiana
 Address

Present Use Res. Best Present Use Res. Best Future Use Res.
 Acres .807 Value Per Acre (Average) Schedule "A"
 Tillable Acres Value Per Tillable Acre Schedule "A"
 Square Feet Value Per Square Foot Schedule "A" \$.06
 Front Feet Value Per Front Foot Schedule "A" \$

VALUE — LAND Schedule "A" \$ 2,100. Total
 VALUE — IMPROVEMENTS Schedule "B" . . . \$ 12,150. Value \$ 14,250.

ZONED: RES.

VALUE OF PART TAKEN

Land — Temporary R/W _____ @ _____ \$ None
 Permanent R/W 4545 sq. ft. @ .06 _____ \$
 _____ @ _____ \$ 273
 _____ @ _____ \$

IMPROVEMENTS — See Schedule "B"
 VALUE OF IMPROVEMENTS IN R/W TAKING \$ None

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

SEVERANCE DAMAGE (See Memo Attached) \$ None

LIMITED ACCESS DAMAGE (See Memo Attached) \$ None

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

DAMAGES considered at _____ % \$ None

OTHER DAMAGES — Fence, Trees, Cuts, Fills, Etc.
 itemize (use separate sheet if needed.) \$ 422.

Finger system will need relocation \$ 300.

28' of 6" drainage tile lost 42.

2 pussy willow trees 2" & 3" 25. Date _____ Signed _____

2 flowering quince shrubs 15.

1 14" cottonwood 40.

Approved _____
 Rev. Appr. _____
 Asst. or Chief Appr. 422.
5/17/62 Glenn Fosse
USE \$ 700

Value of Part Taken — including temporary R/W \$ 695.

Value After Taking — including temporary R/W \$ 13,555.

Plus Amount Shown as Temporary R/W \$ None

Adjusted Residual Value \$ 13,555.

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 21 day of March 19 62

Jack P. Meek Jack P. Meek 134697
 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 # 8

OWNER George H. & Betty L. Newton PHONE # AX. 1-3171

(Other interested parties and relationship)

ADDRESS OF OWNER 5630 W. 51st St. Indpls

DATE ASSIGNED 5-17th-1962

DATE OF CONTACT 6-27-62

TIME OF CONTACT 3:30 Pm

DATE OF PREVIOUS CONTACT 5-22-62

OFFER \$ 700.00

DETAIL CONTACT*

ACTION TAKEN** Contacted owner and exchanged sheet 1 of 2 of grant -

SIGNED R. Souders

* 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 # 8

OWNER George H & Betty L. Newton # AX-1-3171

(Other interested parties and relationship)

ADDRESS OF OWNER 5630 W. 51st St. Indianapolis Ind.

DATE ASSIGNED May 17th-1962

DATE OF CONTACT May 22-1962

TIME OF CONTACT 5:30

DATE OF PREVIOUS CONTACT 1st call

OFFER \$ 700⁰⁰

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

ACTION TAKEN** Parcel secured mortgage Release Pending

SIGNED B.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.

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 G. & B. Newton

Names in Trans Book George H. & Betty L. Newton

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Value
Part of the W 1/2 SE 1/4	12	16	2	0.807 Ac.	Land \$180.00
					Imp. \$4,040.00
					Total \$4,220.00

LAST OWNER OF RECORD

U. S. R. \$3.30

Warranty

Deed Record 1652 p. 384 Recorded 2/14/57 Dated 1/26/57 Deed

Grantor Paul E. Benge & Dorothy Ann Benge, husband & wife

Grantee George H. Newton & Betty L. Newton, husband & wife

Address of Grantee 5630 W. 51st N. Dr., Indpls. 23, Ind.

MORTGAGE RECORD

Mortgage Record 1752 p. 298 Amount \$11,900.00 Dated 9/17/54

Mortgagor Benjamin B. Albert & Julia D. Albert, husband & wife

Mortgagee Equitable Securities Company (see assignment)

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

MISCELLANECUS RECORD Yes (x) None () 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 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 Vern E. Lundrudge Abstractor PRESIDENT

Prel. Approval of Title Date By Deputy Attorney General

Final approval of Abstract of Title Date BY Deputy Attorney General

666481

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 1049.4 feet South of the North line and 480 feet west of the East line of said half quarter section and running South parallel to the East line thereof a distance of 225 feet; thence East parallel to the North line thereof a distance of 24.9 feet; thence deflecting to the right 46 degrees 48 minutes along the center line of 51st street North drive a distance of 63.2 feet; thence deflecting to the left 90 degrees a distance of 196.4 feet; thence Northwesterly to a point 410 feet west of the East line and 1049.4 feet South of the North line of said half quarter section a distance of 186 feet; thence West parallel to the North line thereof a distance of 70 feet to the place of beginning; containing in all 0.807 acres more or less.

Subject to any legal highways or rights of way.

This tract being tract number 20 in Bailey's Westwood Highlands Survey of which is 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.

-1- mrs

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, 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 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 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

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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 Annè 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

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:

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 cut 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

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666481

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
1545 Page 38
Instr. #66032
Sept. 20, 1954
Recorded
Sept. 22, 1954

Chester F. Bailey, and
Ruth Bailey,
husband and wife
to

Benjamin B. Albert and
Julia D. Albert,
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 1049.4 feet South of the North line and 480 feet west of the East line of said half quarter section and running South parallel to the East line thereof a distance of 225 feet; thence East parallel to the North line thereof a distance of 24.9 feet; thence deflecting to the right 46 degrees 48 minutes along the center line of 51st street North drive a distance of 63.2 feet; thence deflecting to the left 90 degrees a distance of 196.4 feet; thence Northwesterly to a point 410 feet west of the East line and 1049.4 feet South of the North line of said half quarter section a distance of 186 feet; thence West parallel to the North line thereof a distance of 70 feet to the place of beginning; containing in all 0.807 acres more or less; 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 southwest side thereof; and subject to an easement 10 feet in width by parallel lines off the entire northeast side thereof

-11-VMc- over

666481

which is reserved for the installation and maintenance of public utilities and drain, and subject to an easement for utility purposes 5 feet in width off the entire north side thereof.

This tract being tract number 20 in Bailey's Westwood Highlands Survey of which is 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 covenants and legal highways of record.

Subject to the taxes of 1954 payable in 1955.

Subject to the taxes of 1954 payable in 1955.

Proper citizenship clause is attached.

Town Lot Record
1605 Page 217
Instr. #7311
Jan. 20, 1956
Recorded
Jan. 30, 1956

Benjamin B. Albert and
Julia D. Albert,
husband and wife

Warranty Deed
(U.S.R. \$0.55)

to
Paul E. Bengé and
Dorothy Ann Bengé,
husband and wife

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 1049.4 feet South of the North line and 480 feet west of the East line of said half quarter section and running South parallel to the East line thereof a distance of 225 feet; thence East parallel to the North line thereof a distance of 24.9 feet; thence deflecting to the right 46 degrees 48 minutes along the center line of 51st street North drive a distance of 63.2 feet; thence deflecting to the left 90 degrees a distance of 196.4 feet; thence Northwesterly to a point 410 feet west of the East line and 1049.4 feet South of the North line of said half quarter section a distance of 186 feet; thence West parallel to the North line thereof a distance of 70 feet to the place of beginning; containing in all 0.807 acres more or less; 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 southwest side thereof; and subject to an easement 10 feet in width by parallel lines off the entire northeast side thereof which is reserved for the installation and maintenance of public utilities and drain, and subject to an easement for utility purposes 5 feet in width off the entire north side thereof.

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666481

This tract being tract 20 in Bailey's Westwood Highlands Survey of which is recorded in Deed Record 1497, pages 322, 332, 324 and 325 in the office of the Recorder of Marion County, Indiana, and subject to easements, covenants and legal highways of record.

Subject to 1955 taxes payable in 1956.

Subject to the balance due on a Mortgage to Equitable Securities Co. in the original sum of \$11,900.00 recorded in M.R. 1752 P. 298 in the Office of the Recorder of Marion County, Indiana.

Proper citizenship clause is attached.

Town Lot Record
1652 page 384
Inst. #9975
Jan. 26, 1957
Recorded
Feb. 14, 1957

Paul E. Bengé and
Dorothy Ann Bengé,
husband and wife

Warranty Deed
(U.S.R. \$3.30)

to
George H. Newton and
Betty L. Newton,
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:

Beginning at a point 1049.4 feet south of the north line and 480 feet west of the east line of said half quarter section, and running south parallel to the east line thereof a distance of 225 feet, thence east parallel to the north line thereof a distance of 24.9 feet, thence deflecting to the right 46 degrees 48 minutes along the center line of 51st Street, north drive, a distance of 63.2 feet, thence deflect to the left 90 degrees a distance of 196.4 feet thence northwesterly to a point 410 feet west of the east line and 1049.4 feet south of the north line of said half quarter section a distance of 186 feet, thence west parallel to the north line thereof a distance of 70 feet to the place of beginning, containing in all 0.807 acre, more or less.

Subject to all legal highways or rights of way.

This tract being Tract No. 20 in Bailey's Westwood Highlands, survey of which is recorded in Deed Record 1497, pages 322, 323, 324, 325 in the Office of the Recorder of Marion County, Indiana.

Subject to the unpaid balance of a certain mortgage dated September 17, 1954 in the original principal sum of \$11,900 by Benjamin B. Albert and Julia D. Albert to the Equitable Securities Company, which was recorded on September 22, 1954 at Mortgage Record 1752, page 298 in the Office of the Recorder of Marion County, Indiana, which unpaid balance Grantees herein assume and agree to pay.

Subject to taxes due and payable in May, 1957 and thereafter.

Subject to all easements and restrictions of record.
Proper citizenship clause is attached.

666481

Mortgage Record
1752 page 298
Inst. #66034
Sept. 17, 1954
Recorded
Sept. 22, 1954

Benjamin B. Albert and
Julia D. Albert,
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:

Beginning at a point 1049.4 feet South of the North line and 480 feet west of the East line of said half quarter section and running South parallel to the East line thereof a distance of 225 feet; thence East parallel to the North line thereof a distance of 24.9 feet; thence deflecting to the right 46 degrees 48 minutes along the center line of 51st street North drive a distance of 63.2 feet; thence deflecting to the left 90 degrees a distance of 196.4 feet; thence Northwesterly to a point 410 feet west of the East line and 1049.4 feet South of the North line of said half quarter section a distance of 186 feet; thence West parallel to the North line thereof a distance of 70 feet to the place of beginning; containing in all 0.807 acres more or less.

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

This tract being tract number 20 in Bailey's Westwood Highlands Survey of which is 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 \$11,900.00 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 \$75.30 commencing on the first day of November 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 October 1974, 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.

666481

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 1752, page 298, assigned of record to The Mutual Life Insurance Company of New York, New York City, New York by assignment dated January 17, 1955 recorded January 21, 1955 in Release Record 174, Page 632.

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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666481

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
September 22, 1954

Benjamin B. Albert
and
Julia D. Albert,
jointly and
not individually

from September 19, 1951
to and including
January 30, 1956

Paul E. Bengé
and
Dorothy Ann Bengé,
jointly and
not individually

from September 19, 1951
to and including
February 14, 1957

and vs

George H. Newton
and
Betty L. Newton,
jointly and
not individually

for the 10 years
last past and
against none other

666481

-23- Taxes for the year 1959 and prior years paid in full.

-24- Taxes for the year 1960 on the real estate for which this Abstract is prepared are assessed in the name of Geo. H. & Betty L. Newton and are due and payable on or before the first Mondays in May and November of 1961.

General Tax Duplicate No. 108074, Pike Township, Parcel No. 3590.

May Installment \$96.31 Paid.

November Installment \$96.31 Unpaid.

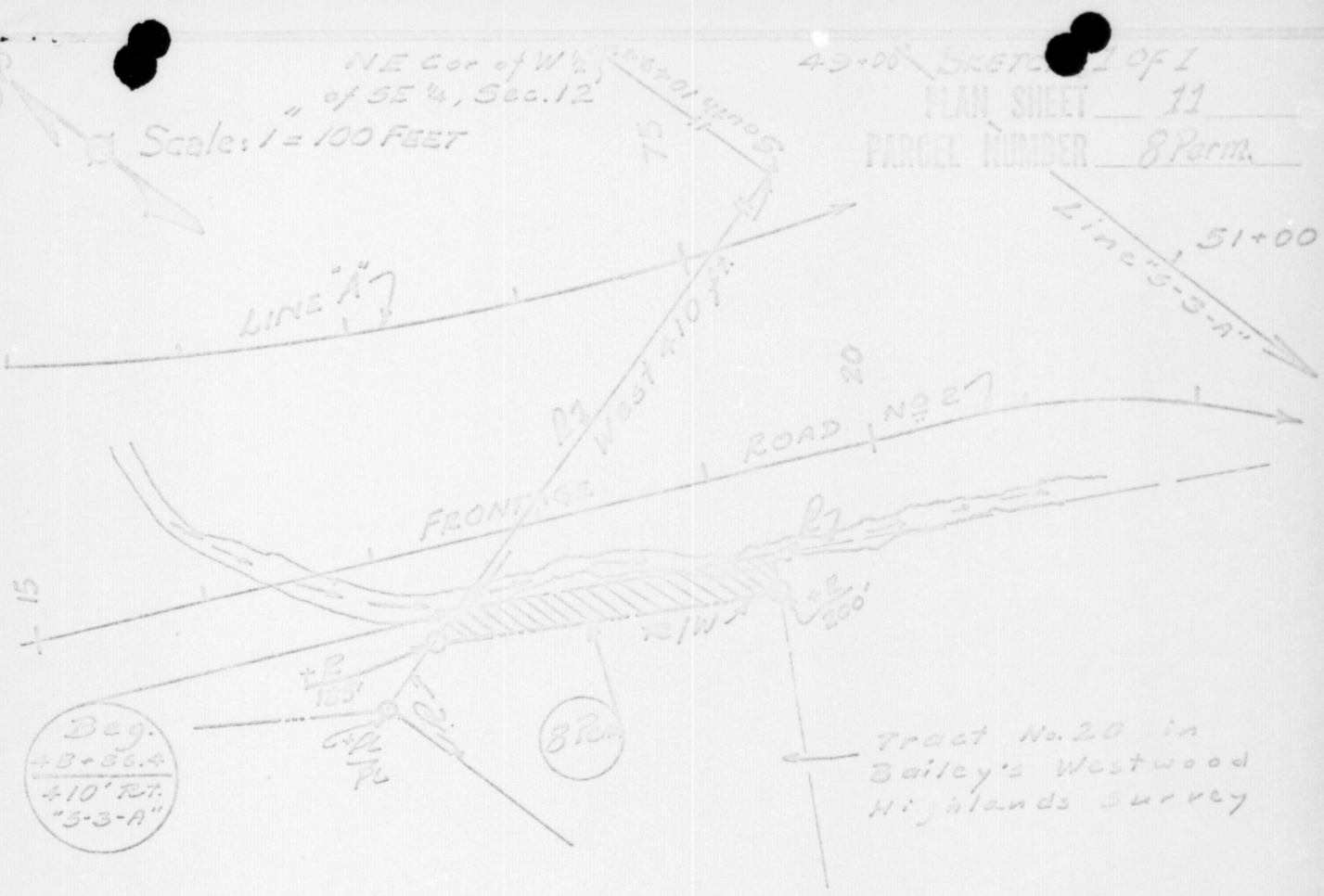
Assessed Valuation:

Land \$180.00 Improvements \$4,040.00 Exemption \$1,000.00

-25- Taxes for the year 1961 now a lien.

NE Cor of W 1/4
of SE 1/4, Sec. 12
Scale: 1 = 100 FEET

49-00 SKETCH 1 of 1
PLAN SHEET 11
PARCEL NUMBER 8 Perm.



PARCEL 8 Perm.

Line	Beg.	Dist.
1-2	S 47° 00' E	106.0 ft.
2-3	S 43° 00' W	25.6 ---
3-4	N 45° 33' W	207.2 ---
4-1	N 89° 03' E	29.4 ---



STATE HIGHWAY DEPARTMENT OF INDIANA
PROJECT I-65-3(17)120 MARION COUNTY
ROAD I-65

RIGHT OF WAY PLAT SHOWING LAND REQUIRED FROM
- GEORGE & BETTY NEWTON -
SEC. 12, T. 16 N, R. 2 E
CONTAINING 4545 SQ. FT. MORE OR LESS
DRAWN BY T.H.S., CHECKED BY A.H. DATE 6-21-62

CONTRACTED AREA

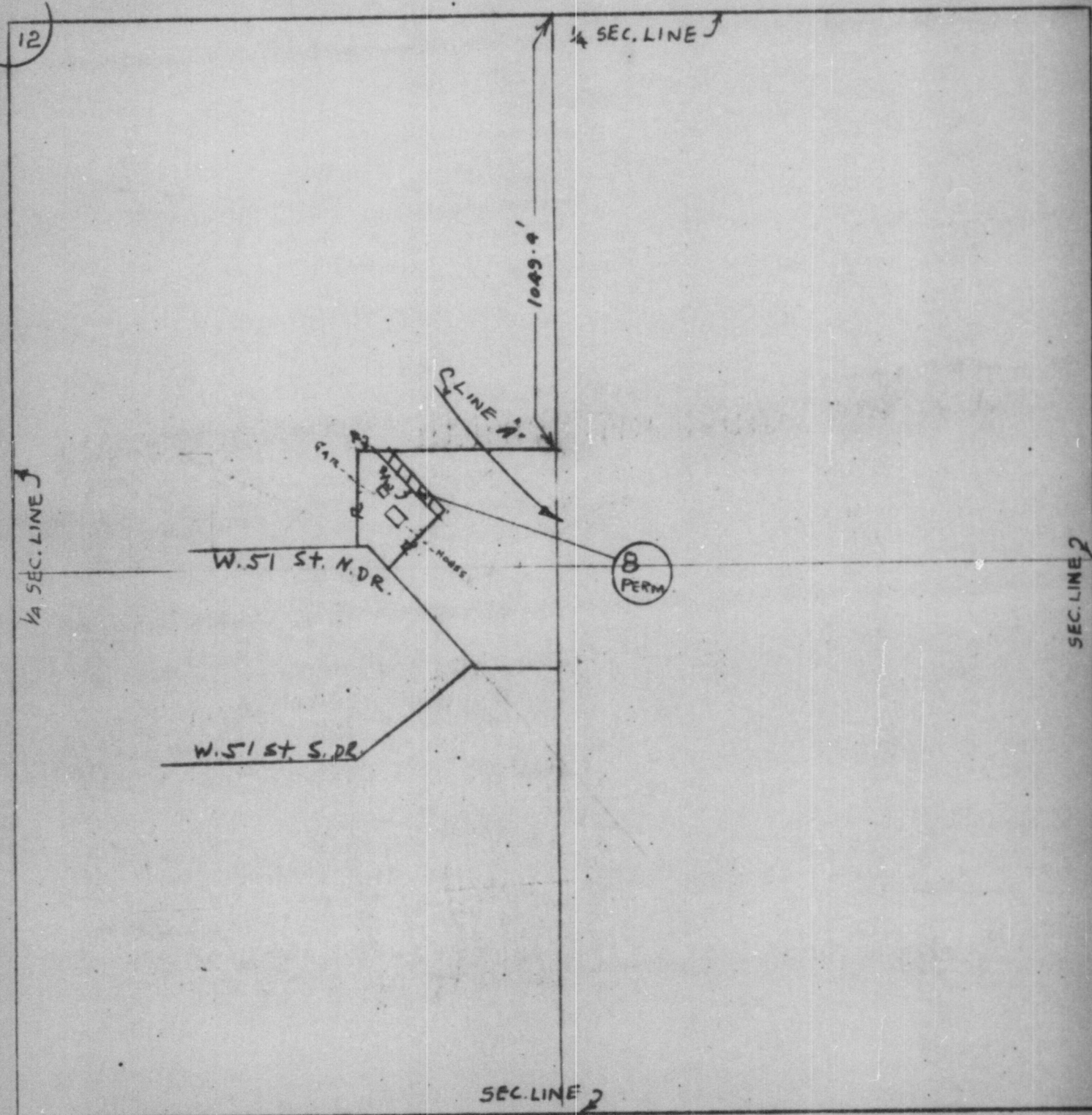
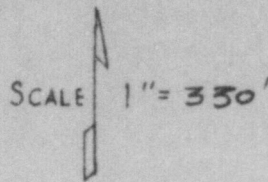
PARCEL NO 8 PERM
PROJECT NO. I-65-3(7)
ROAD I-65

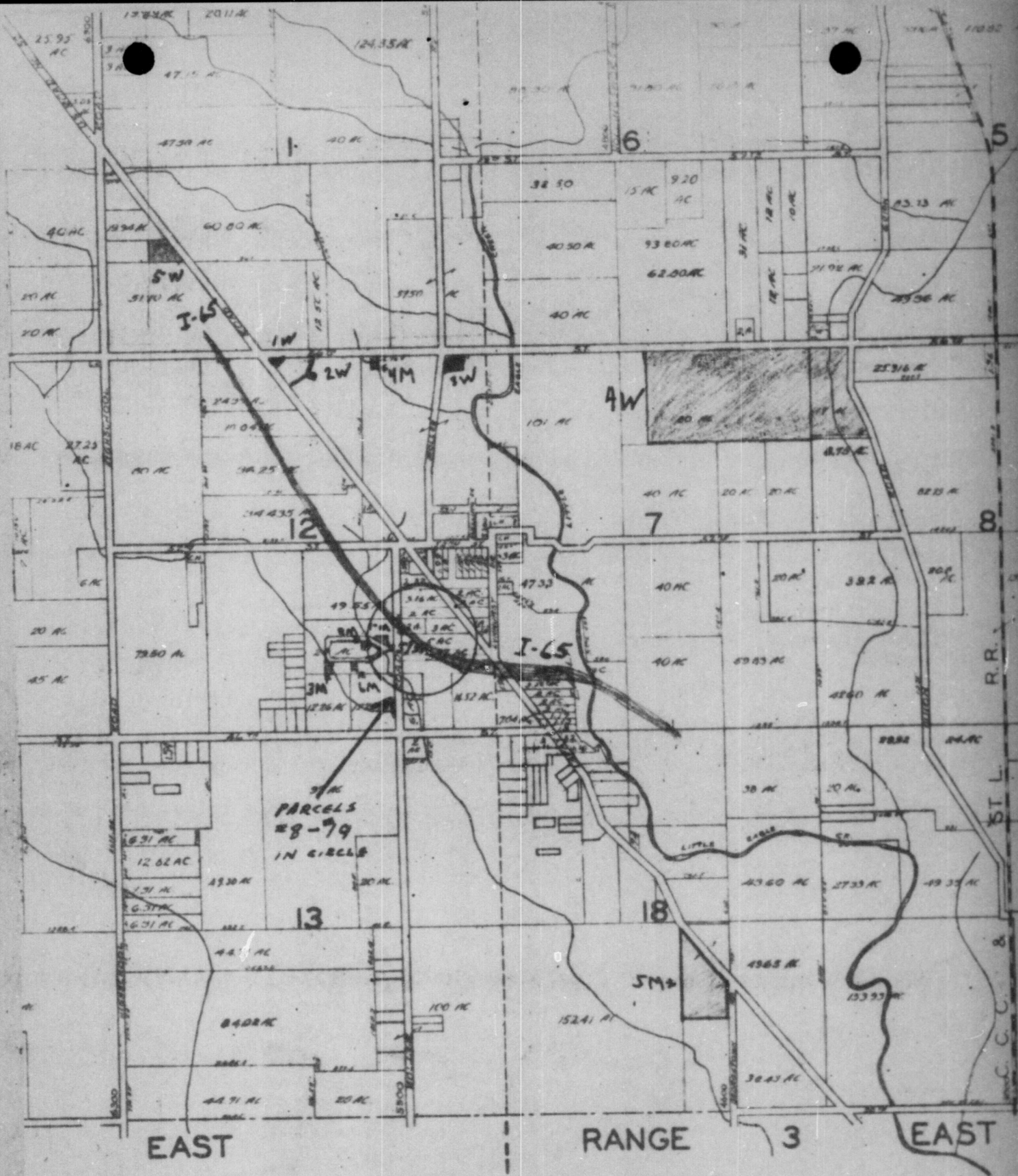
OWNER: G. H. & BETTY L. NEWTON
DRAWN BY R. D. P. CHECKED BY:
DEED RECORD 1652 PAGE 384 DTD, 1-26-57



CROSSHATCHED
AREA IS
APPROX. TAKE

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





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.