

WARRANTY DEED

PROJECT 1-65-3(17)120
PARCEL No. 7

This Indenture Witnesseth, That Paul T. Douglas & Thelma L. Douglas
(Husband & Wife) Adults

2200

of Marion County, in the State of Indiana

Convey and Warranty to THE STATE OF INDIANA

of Marion County in the State of Indiana for and in consideration
of Nineteen Thousand Six Hundred Eighty Dollars
the receipt whereof is hereby acknowledged, the following described Real Estate in Marion
County in the State of Indiana, to-wit:

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION TWELVE (12), TOWNSHIP SIXTEEN
(16) NORTH, RANGE TWO (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 ONE THOUSAND FORTY-
NINE AND FOUR TENTHS (1049.4) FEET SOUTH OF THE NORTHEAST CORNER THEREOF AND RUNNING THENCE
SOUTH ONE HUNDRED TWENTY-FIVE (125) FEET IN AND ALONG SAID EAST LINE; THENCE WEST PARALLEL
TO THE NORTH LINE THEREOF TWO HUNDRED SEVENTY-NINE AND NINE TENTHS (279.9) FEET; THENCE
NORTHWESTERLY ONE HUNDRED EIGHTY (180) FEET TO A POINT FOUR HUNDRED TEN (410) FEET DUE WEST
OF THE PLACE OF BEGINNING; THENCE EAST FOUR HUNDRED TEN (410) FEET TO THE PLACE OF BEGINNING,
CONTAINING IN ALL NINETY-NINE HUNDREDTHS (0.99) ACRES, MORE OR LESS.

SUBJECT TO ANY LEGAL HIGHWAYS OR RIGHTS OF WAY.

ABOVE REALTY BEING KNOWN AS TRACT No. TWENTY-FOUR (24) IN THE SURVEY OF BAILEY'S WESTWOOD
HIGHLANDS, RECORDED IN DEED RECORD 1497 PAGES 322, 323, 324, AND 325 IN THE OFFICE OF THE
RECORDER OF MARION COUNTY, INDIANA.

THE GRANTOR SHALL PAY ALL TAXES THAT ARE NOW A LIEN, AND CLEAR ALL LEASES, LIENS, OR
ENCUMBRANCES ON SAID LAND AS CONVEYED.

THIS INSTRUMENT PREPARED FOR
THE DIVISION OF LAND ACQUISITION
BY DE Miller 7-2-62

Paid by Warrant No. 00-098672 (esc)
Dated Sept 12 1962

APPROVED
Chief
Asst. Chief
Dep. Asst. Chief
Control



DULY ENTERED
FOR TAXATION

OCT 11 1962

Clem Smith
COUNTY AUDITOR

96

And further states that said grantors do hereby represent and state that they are each citizens of the United States of America, and that said citizenship has existed continuously since prior to April 8, 1940; that they have been domiciled and residing continuously within the United States since prior to April 8, 1940; that they are not acting directly or indirectly in any capacity whatsoever for any foreign country or national thereof; that there is no one other than above grantor(s) who has (have) had any proprietary right, title or interest in the above described real estate, either directly or indirectly, during grantors ownership, that these representations and statements are made under oath to induce the acceptance of this deed of conveyance.

In Witness Whereof, the said Paul T. Douglas and Thelma L. Douglas (Husband & Wife) adults
have hereunto set their hand and seal, this 8th day of August 1962

DE Miller

Paul T. Douglas (Seal.)
Paul T. Douglas (Husband) Adult (Seal.)
Thelma L. Douglas (Seal.)
Thelma L. Douglas (Wife) Adult (Seal.)

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 deed, this

8th day of August, 1962

Turner Building and Saving Association of Indianapolis, Indiana (Seal)

by Fred H. Wuefling (Seal)
Secretary

State of INDIANA }
County of MARION } ss:

Personally appeared before me Fred H. Wuefling, Secretary of Turner Building and Saving Association of Indianapolis, Indiana above named and duly acknowledged the execution of the above

release the 8th day of August, 1962

Witness my hand and official seal.

My Commission expires My commission expires Sept. 13, 1965

Fred H. Wuefling
FRED H. WUEFLING Notary Public.

WARRANTY DEED

WARRANTY DEED

FROM

TO

Received for record this

day of _____, 19__

at _____ o'clock _____ m., and

Recorded in Book No. _____ page _____

Recorder _____ County _____

Duly entered for taxation this _____

day of _____, 19__

Auditor's fee \$ _____

Auditor **DULY ENTERED FOR TAXATION** County _____

OCT 11 1962

Blum Smith
COUNTY AUDITOR

MARBAUGH ENGINEERING SUPPLY CO.
INDIANAPOLIS

OCT 11 1962
Record Page 95

RECORDED AT
MARION COUNTY, INDIANA



Norman Edwards
Notary Public

My Commission expires 3-6-65

I have hereto subscribed my name and affixed my official seal

edged the same to be their voluntary act and deed, for the uses and purposes herein mentioned

day of August, A. D. 1962, personally appeared the within named

Before me, the undersigned, a Notary Public in and for said County and State, this 8th

State of Indiana, Marion County, ss.

My Commission expires _____

I have hereto subscribed my name and affixed my official seal

edged the same to be _____ voluntary act and deed, for the uses and purposes herein mentioned

day of _____, A. D. 19__ , personally appeared the within named

Before me, the undersigned, a Notary Public in and for said County and State, this _____

State of Indiana, _____ County, ss.

The undersigned owner of a mortgage and/or lien on the land of which the right of way described in the attached plat 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 plat.

_____ day of _____, 1962
Secretary of Indiana
Turner Building and Saving Association
of Indianapolis, Indiana

Personally appeared before me Fred H. Welling, Secretary of Turner Building and Saving Association of Indianapolis, Indiana, above named and duly acknowledged the execution of the above

release on the 8th day of August, 1962

Witness my hand and official seal

My Commission expires _____

Fred H. Welling
Notary Public

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE
INDIANAPOLIS, INDIANA

September 19, 19 62

To Paul T. & Thelma L. Douglas
Turner Bldg. Savings Assn.
R. R. 17 Box 442 B.
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A 098672 9-12 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 August 8, 1962 Parcel 7	1968 17,712.00 1968

PLEASE RECEIPT AND RETURN

Received Payment: *Thelma L. Douglas*

Date *Sept 21 - 62*

APPRAISAL -- TOTAL TAKING

PARCEL NO. 7

PROJECT I-65-3(17)120

OWNER Paul & Thelma Douglas

PROPERTY ADDRESS 5120 Moller Road

PRESENT USE Residential

BEST USE Residential

ACRES 0.99

SQ. FEET

F. FEET

VALUE ENTIRE PROPERTY

LAND

\$ 2,000

Approved	Date	Signed
Rev. Appr.		
Asst. or Chief Appr.	5/17/62	Edmund Gosse

IMPROVEMENTS

\$ 15,700

TOTAL TAKING

\$ 17,700

SHOW COMPUTATION OF VALUE

See attached report

DATE 3/23/62

Edward L. White

NO. B-11725

APPRAISER

Edward L. White

R E S O L U T I O N

WHEREAS, The Indiana State Highway Commission of Indiana has heretofore acquired by Grant dated 8-8-62 executed by the STATE OF INDIANA and Paul Douglas A frame and stone house; attached garage; frame shed

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

Part W 1/2 S.E. 1/4 SEC 12 TWP 16 N Range 2E

and,

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

and,

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

and,

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

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

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

ADOPTED and PASSED by the Indiana State Highway Commission of Indiana this 23rd day of August, 1962.

Offices of the Indiana State Highway Commission of Indiana.

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

IN WITNESS WHEREOF, I, Roy Whitton, Secretary of the Indiana State Highway Commission of Indiana, hereto place my hand and seal of said Commission on this 23rd day of August, 1962.

Roy F. Whitton

Secretary

SEAL:

AGREEMENT FOR POSSESSION OF REAL ESTATE

It is hereby agreed by and between Paul J. Douglas (husband)
Thelma L. Douglas (and wife)
and the State Of Indiana, grantor and grantee of a certain
Warranty Deed of even date herewith, that as a part of the
consideration for such deed that the grantors agree to
surrender possession of the property described in said deed,
within 30 days from date that original payment is made for
said real estate. That the State of Indiana shall hold in
escrow the sum of \$1968⁰⁰ dollars upon the condition that
such premises shall be so vacated which sum shall be paid
upon the vacation of the premises. It is further understood
that the original payment above referred to shall be con-
sidered as the amount of the consideration in full, less the
amount held in escrow. In the event it shall become necessary
for the State of Indiana to bring action for possession then
costs and damages of such action shall be deducted from the
amount held in escrow.

Paul J. Douglas
Thelma L. Douglas

Subscribed and sworn to before me this 8th day of
August, 1962.

My Commission Expires 3/6/65

James Edwards
Notary Public
Orange County

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 F-652-3-(7)/120 PARCEL # 7

OWNER Paul & Thelma Douglas PHONE # AP 1-3499

(Other interested parties and relationship)
Owners

ADDRESS OF OWNER 5120 Moller Rd. Indianapolis, Ind.

DATE ASSIGNED 5/18/62

DATE OF CONTACT 6-4-62

TIME OF CONTACT 5:40 PM

DATE OF PREVIOUS CONTACT 5/24/62

OFFER \$ 17,700⁰⁰

DETAIL CONTACT* Reviewed Negotiations and made same offer as before, owner was unwilling to sign for this price and had been looking for a place, but could not find anything for 17,700⁰⁰

ACTION TAKEN** It seems to this negotiator that the only way to acquire this property is through Condemnation action, unless price is raised to around \$26,500⁰⁰

SIGNED Delmar 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.

me. 30630

me. 6-8955

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 # 7

OWNER Paul and Helma Douglas PHONE # 4X1-3499

(Other interested parties and relationship)

ADDRESS OF OWNER 5120 Moller Rd. Indianapolis Ind

DATE ASSIGNED May 18 1962

DATE OF CONTACT July 2 - 1962

TIME OF CONTACT 6:30 PM

DATE OF PREVIOUS CONTACT 5-24-62

OFFER \$ 19,680⁰⁰ State first offer \$ 17,200⁰⁰

DETAIL CONTACT* Reviewed Negotiations, Mr. Douglas stated in his opinion subject property was worth the above price plus the house back. Wanted me to see if State would sell it back to him

ACTION TAKEN** and what figure he thinks \$1,320 more would be a fair price and would settle for this. Wants to buy a close lot before it is sold.

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 # 7
OWNER Paul T. and Zhehnat. Douglas PHONE # and Turner Bldg Savings Ass'n

(Other interested parties and relationship)

ADDRESS OF OWNER RR 17 Box 442 B, Indianapolis, Indiana
DATE ASSIGNED 9/20/62
DATE OF CONTACT 9/21/62
TIME OF CONTACT 10 AM
DATE OF PREVIOUS CONTACT none

OFFER \$ 19,680

DETAIL CONTACT* Delivered check for \$17,712.00 and collected \$22.00 in cash for documentary stamps.

ACTION TAKEN**

SIGNED Oscar E. Aherson

* 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.

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BUYERS REPORT

PROJECT I 65-3-17 PARCEL # 7
OWNER Paul J Douglas PHONE # AX 1-3499

(Other interested parties and relationship)

ADDRESS OF OWNER 5120 Moller Road, Indianapolis, Ind
DATE ASSIGNED 8-6-62 from Wa 9 for renego.
DATE OF CONTACT 8-8-62
TIME OF CONTACT 7:30 PM
DATE OF PREVIOUS CONTACT 8-2-62 - Mr Douglas called for interview

OFFER \$ 19,680⁰⁰

DETAIL CONTACT* After much discussion Mr & Mrs Douglas agreed to sign grant deed.

ACTION TAKEN** Secured 8-8-62

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.

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 # 7
OWNER Paul Douglas PHONE # AX 1-3499

(Other interested parties and relationship)

ADDRESS OF OWNER 5120 Moller Road Indianapolis, Ind

DATE ASSIGNED 8-6-62 From D.A.G. for renego.

DATE OF CONTACT 8-2-62

TIME OF CONTACT 8:30 PM - Mr Douglas called office and

DATE OF PREVIOUS CONTACT First asked for me to call at residence.

OFFER \$ None

DETAIL CONTACT* Mr Douglas had some questions pertaining to taking his property, wanted to live in house until date of sale. How long after sale to vacate. Asked for more money.

ACTION TAKEN** Mr Douglas was informed that his offer would not change and that parcel had gone to D.A.G.

Mr Douglas asked that parcel be brought back and that he would sign providing he could live in house until date of sale.

SIGNED Forman 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 F-65-3-17-50 PARCEL # 7

OWNER Paul & Thelma Douglas PHONE # AX 1-3499

(Other interested parties and relationship)

Turner Building Savings Association

ADDRESS OF OWNER 5120 Moller Rd. Dupuis, Ind.

DATE ASSIGNED 5/18/1962

DATE OF CONTACT 5/24/1962

TIME OF CONTACT 7:30 P.M.

DATE OF PREVIOUS CONTACT _____

OFFER \$ 17,700⁰⁰

DETAIL CONTACT* Owner thinks property is worth considerable more money. Presented this negotiator with bills and statements showing approx. \$17,000⁰⁰ cost for building house

ACTION TAKEN** No action taken at this time I will make another call in about a week and owners can look for another place in this period of time

SIGNED Delmar 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.

TITLE AND ENCUMBRANCE REPORT

RIGHT OF WAY DEPARTMENT

STATE HIGHWAY DEPARTMENT OF INDIANA

S. R. 65 PROJ. I 65-3 (17) 120 COUNTY Marion

Names on Plans _____

Names in Trans Book _____

Description or Addition	Sec.	Twp.	Rge.	Acres	Assessed Value
Part of the W 1/2 SE 1/4	12	16	2	0.99	

LAST OWNER OF RECORD

Deed Record _____ p. _____ Recorded _____ Dated _____ Deed

Grantor None

Grantee _____

Address of Grantee _____

MORTGAGE RECORD

Mortgage Record _____ p. _____ Amount _____ Dated _____

Mortgagor None

Mortgagee _____

JUDGMENT RECORD Yes () None () 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 23 day of July 1962, 8 AM BY Veran E. Thompson
Abstractor PRESIDENTPrel. Approval of Title _____ Date _____ By _____
Deputy Attorney GeneralFinal approval of Abstract of Title _____ BY _____
Date _____ Deputy Attorney General

691338

The following is an Extension of the original search by Union Title Company under No. 666484.

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, towit:

Beginning at a point in the East line of said Half Quarter Section 1049.4 feet South of the Northeast corner thereof and running thence south 125 feet in and along said East line, thence west parallel to the North line thereof 279.9 feet, thence northwesterly 180 feet to a point 410 feet due west of the place of beginning, thence east 410 feet to the place of beginning, containing in all .99 acres, more or less.

Subject to any legal highways or rights of way.

Above Realty being known as Tract number 24 in the Survey of Bailey's Westwood Highlands, recorded in Deed Record 1497, pages 322, 323, 324 and 325, in the Office of the Recorder of Marion County, Indiana.

Since September 22, 1961, 8 A. M.

Prepared for: Indiana State Highway Commission
Division of Land Acquisition

Old Age Assistance Examination has been made, as to the persons in Search 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.

-2-

-1-cj1

691338

Juvenile Court
Search

-3-

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

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

Judgment Search

-4-

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

Paul T. Douglass
and
Thelma L. Douglass,
jointly and
not individually

from September 22, 1961,
8 A.M. to date and
against none other.

-5-

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

-6-

Taxes for the year 1961 on the real estate for which this Abstract is prepared are assessed in the name of Paul T. and Thelma L. Douglass and are due and payable on or before the first Mondays in May and November of 1962.

General Tax Duplicate No. 106162, Pike Township,
Parcel No. 3591.

May Installment \$67.52 Paid.

November Installment \$67.52 Unpaid.

Assessed Valuation;

Land \$150.00 Improvements \$2,960.00 Exemption \$1,000.00

-7-

Taxes for the year 1962 now a lien.

TITLE AND ENCUMBRANCE REPORT

RIGHT OF WAY DEPARTMENT

STATE HIGHWAY DEPARTMENT OF INDIANA

S. R. 65

PROJ. I 65-3 (17) 120

COUNTY Marion

Names on Plans P. & L. Douglas

Names in Trans Book Paul T. & Thelma L. Douglas

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Value
Part of the W 1/2 SE 1/4	12	16	2	0.99 Ac.	Land \$ 150.00
					Imp. \$2960.00
					Total \$3110.00

U.S.R. \$1.10

LAST OWNER OF RECORD

Deed Record 1532 p. 389 Recorded 6/9/54 Dated 1/4/54 Warranty Deed

Grantor Chester F. Bailey & Ruth Bailey, husband & wife

Grantee Paul T. Douglas & Thelma L. Douglas, husband & wife

Address of Grantee RR 17, Box 442B, Indpls. 23, Ind.

MORTGAGE RECORD

Mortgage Record 2063 p. 45 Amount \$12,500.00 Dated 10/21/60

Mortgagor Paul T. Douglas & Thelma L. Douglas, husband & wife

Mortgagee Turner Building and Saving Association of Indianapolis, Indiana

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 1961, 1961 by Vera E. Lundrigan Abstractor PRESIDENT

Prel. Approval of Title Date By Deputy Attorney General

Final approval of Abstract of Title Date By Deputy Attorney General

666484

CAPTION

Continuation of Abstract of Title to Part of the West Half of the Southeast Quarter of Section 12, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows, towit:

Beginning at a point in the East line of said Half Quarter Section 1049.4 feet South of the Northeast corner thereof and running thence south 125 feet in and along said East line, thence west parallel to the North line thereof 279.9 feet, thence northwesterly 180 feet to a point 410 feet due west of the place of beginning, thence east 410 feet to the place of beginning, containing in all .99 acres, more or less.

Subject to any legal highways or rights of way.

Above Realty being known as Tract number 24 in the Survey of Bailey's Westwood Highlands, recorded in Deed Record 1497 pages 322, 323, 324 and 325 in the Office of the Recorder of Marion County, Indiana.

Prepared for: State Highway Department of Indiana

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

STATE OF INDIANA, COUNTY OF MARION, SS:

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

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

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)

-4-

An undivided 1/2 interest in the following real
estate:
East 1/2, except 1 acre, where the Church stands, of
the South West 1/4 of Section 12, Township 16 -, Range 2 -
79 acres.
Also the middle part of the West 1/2 of the South
east 1/4 of Section 12, Township 16 -, Range 2 - 24 acres.

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

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

-5-

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.

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.

-----, -----, ---:

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.

IN THE PROBATE COURT OF MARION COUNTY

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.

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

-6-

Cause No. 3454
Filed
Oct. 3, 1940

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

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

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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666484

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
1532 page 389
Instr. #37058
Jan. 4, 1954
Recorded
June 9, 1954

Chester F. Bailey and
Ruth Bailey,
husband and wife

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

to

Paul T. Douglas and
Thelma L. Douglas,
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 of the Second Principal Meridian, more particularly described as follows: Beginning at a point in the East line of said Half Quarter Section 1049.4 feet South of the Northeast corner thereof and running thence South 125 feet in and along said east line, thence west parallel to the North line thereof 279.9 feet, thence northwesterly 180 - to a point 410 feet due west of the place of beginning, thence east 410 feet to the place of beginning, containing in all .99 acres, more or less. Subject to legal highways and rights of way and to the county surface water drain. Subject also to an easement of 10 feet by parallel lines off the entire southwesterly side thereof which is reserved for the installation and maintenance of public utilities. This tract being tract number 24 in the Survey of Bailey's Westwood Highlands, which Survey together with certain covenants pertaining thereto are recorded in Deed Record 1497 pages 322, 323, 324 and 325 in the Office of the Recorder of Marion County, Indiana, this tract being subject to said covenants.

Subject to the taxes of 1953 payable in 1954.

Proper citizenship clause is attached.

666484

Mortgage Record
2063 page 45
Inst. #79301
Oct. 21, 1960
Recorded
Oct. 24, 1960

Paul T. Douglas and
Thelma L. Douglas,
husband and wife
to
Turner Building and
Saving Association of
Indianapolis, Indiana

Mortgage

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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 in Marion County, Indiana, and more particularly described as follows: Beginning at a point in the East line of said Half Quarter Section 1049.4 feet South of the Northeast corner thereof, and running thence South 125 feet in and along said East line; thence west parallel to the North line thereof 279.9 feet; thence northwesterly 180 feet to a point 410 feet due West of the place of beginning; thence east 410 feet to the place of beginning, containing in all .99 acre, more or less.

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

To secure the performance of a certain contract of even date herewith in the principal sum of \$12,500.00 with interest as provided in said contract from date until paid, said principal and interest being payable in amounts as provided in said contract; and the same, with all its provisions, is hereby expressly made a part of this mortgage, as well as all other contracts of said Mortgagor engaging to repay Mortgagee any additional loan or loans, each such additional loan, however, not to exceed that amount which is the greater of \$500.00 or ten per cent of the principal sum hereinabove named, and in no event greater than the sum of \$1,000.00 and with 10% attorneys' fees.

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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666484

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
June 9, 1954

and vs

Paul T. Douglas
and
Thelma L. Douglas,
jointly and
not individually

for the 10 years
last past and
against none other

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

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Taxes for the year 1960 on the real estate for which this Abstract is prepared are assessed in the name of Paul T. and Thelma L. Douglas and are due and payable on or before the first Mondays in May and November of 1961.

General Tax Duplicate No. 106097, Pike Township,
Parcel No. 3591.

May Installment \$63.11 Paid.

November Installment \$63.11 Unpaid.

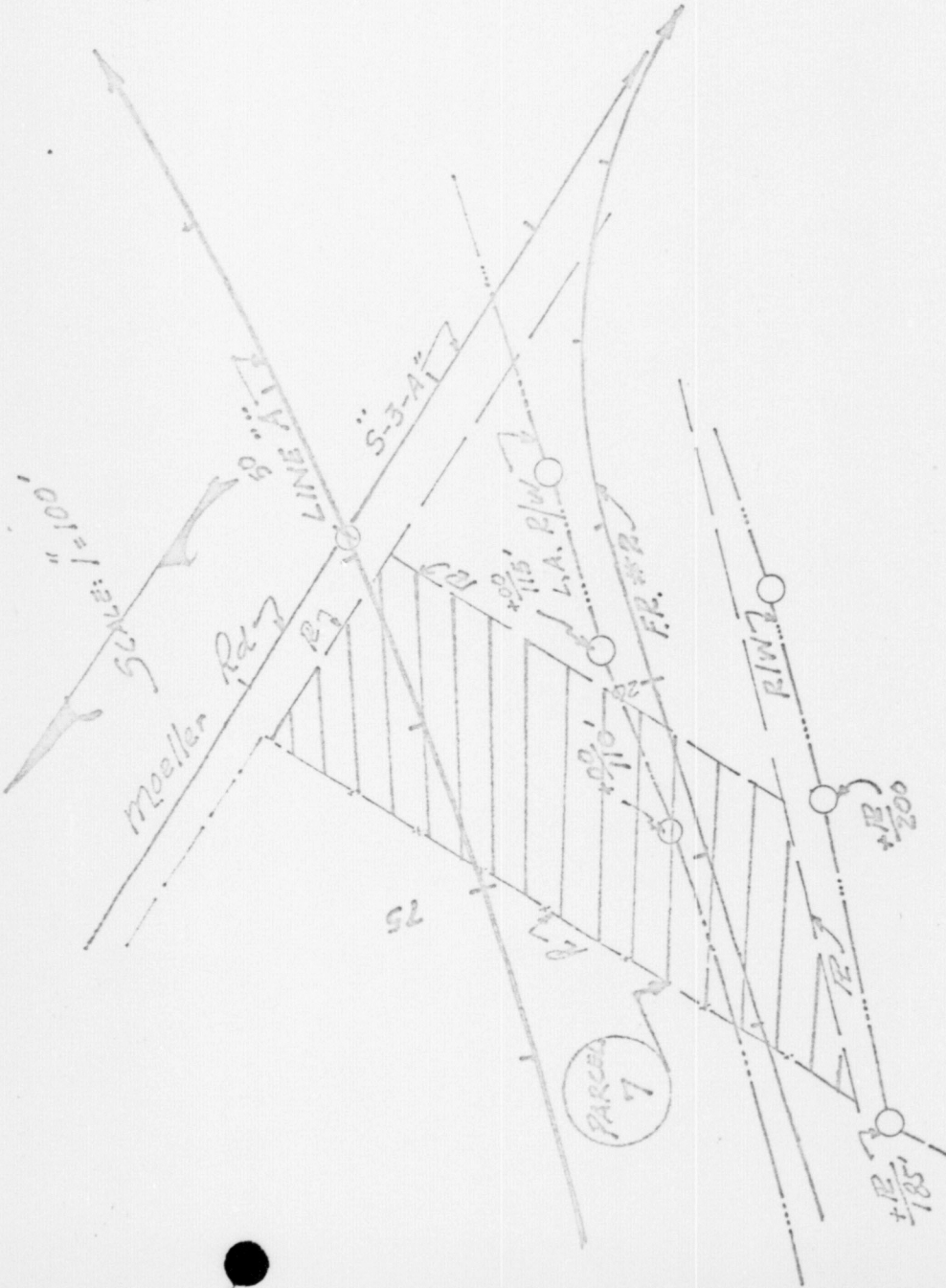
Assessed Valuation;

Land \$150.00 Improvements \$2960.00 Exemption \$1000.00

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Taxes for the year 1961 now a lien.

R/W PLAN SHEET 11
 SKETCH 1 OF 1
 PARCEL NUMBER 7



INDIANA STATE HIGHWAY COMMISSION
 PROJECT 2-65-3(17) MARION COUNTY
 ROAD 2-65

RIGHT OF WAY PLAT SHOWING LAND REQUIRED FROM
 PAUL T. & THELMA L. DOUGLAS
 SEC. 12, T. 16N, R. 2-E
 CONTAINING 0.99 ACRES MORE OR LESS

DRAWN BY *J. G. H. H.* CHECKED BY *J. G. H. H.* DATE 7-27-62

CROSS HATCHED AREA IS
 APPROXIMATE TAKING

PARCEL NO 7 L.A., 7 PERM.
PROJECT NO. I-65-3(7)
ROAD. I-65

OWNER: F.T. & T.L. DOUGLAS
DRAWN BY R.D.P. CHECKED BY
DEED RECORD 1532. PAGE 389 DTD. 1-4-54



CROSSHATCHED
AREA IS
APPROX. TAKE

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

