

WARRANTY DEED

Project 1-65-6(15)178  
Code 0633  
Parcel 4

This Indenture Witnesseth, That JOHN A. TERMAN, ADULT HUSBAND AND NELLIE A. TERMAN, ADULT WIFE, FEE OWNERS

of CHARLEVOIX County, in the State of MICHIGAN Convey and Warrant to the STATE OF INDIANA for and in consideration of TWENTY FOUR THOUSAND, SEVEN HUNDRED FIFTY (24,750.00) Dollars,

the receipt whereof is hereby acknowledged, the following described Real Estate in TIPPECANOE County in the State of Indiana, to wit:

A PART OF THE SOUTHWEST HALF OF THE SOUTHWEST HALF OF SECTION 5, BURNETT'S RESERVE, TOWNSHIP 24 NORTH, RANGE 4 WEST, TIPPECANOE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTHWESTERN LINE OF SAID SECTION, SOUTH 40 DEGREES 23 MINUTES 45 SECONDS EAST 1,628.86 FEET FROM THE NORTHWESTERN CORNER OF SAID SECTION 5; THENCE NORTH 50 DEGREES 40 MINUTES 04 SECONDS EAST 256.98 FEET; THENCE NORTH 49 DEGREES 28 MINUTES 47 SECONDS EAST 111.56 FEET; THENCE NORTH 17 DEGREES 00 MINUTES 00 SECONDS WEST 400.00 FEET; THENCE NORTH 21 DEGREES 17 MINUTES 21 SECONDS WEST 200.56 FEET; THENCE NORTH 17 DEGREES 00 MINUTES 00 SECONDS WEST 400.00 FEET; THENCE NORTH 21 DEGREES 34 MINUTES 26 SECONDS WEST 250.80 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 19 SECONDS WEST 220.79 FEET TO THE SOUTHEASTERN LINE OF THE RIGHT OF WAY OF THE MONON RAILROAD; THENCE NORTHEASTERLY ALONG SAID LINE OF RIGHT OF WAY 237.11 FEET ALONG AN ARC TO THE RIGHT AND HAVING A RADIUS OF 5,843.49 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 36 DEGREES 25 MINUTES 22 SECONDS EAST AND A LENGTH OF 237.10 FEET TO THE NORTHEASTERN LINE OF THE OWNERS' LAND; THENCE SOUTH 39 DEGREES 55 MINUTES 02 SECONDS EAST 480.09 FEET ALONG SAID NORTHEASTERN LINE; THENCE SOUTH 17 DEGREES 00 MINUTES 00 SECONDS EAST 262.30 FEET; THENCE SOUTH 11 DEGREES 17 MINUTES 22 SECONDS EAST 251.25 FEET; THENCE SOUTH 17 DEGREES 00 MINUTES 00 SECONDS EAST 530.00 FEET; THENCE NORTH 53 DEGREES 32 MINUTES 30 SECONDS EAST 428.87 FEET TO THE NORTHEASTERN LINE OF THE OWNERS' LAND; THENCE SOUTH 39 DEGREES 55 MINUTES 00 SECONDS EAST 79.97 FEET ALONG SAID NORTHEASTERN LINE TO THE NORTHWESTERN BOUNDARY OF SWISHER ROAD; THENCE SOUTH 49 DEGREES 34 MINUTES 30 SECONDS WEST 1,081.97 FEET ALONG SAID NORTHWESTERN BOUNDARY TO THE SOUTHWESTERN LINE OF THE OWNERS' LAND; THENCE NORTH 40 DEGREES 23 MINUTES 45 SECONDS WEST 107.60 FEET ALONG SAID SOUTHWESTERN LINE TO THE POINT OF BEGINNING AND CONTAINING 11.881 ACRES, MORE OR LESS.

TOGETHER WITH THE PERMANENT EXTINGUISHMENT OF ALL RIGHTS AND EASEMENTS OF INGRESS AND EGRESS TO, FROM, AND ACROSS THE LIMITED ACCESS FACILITY (TO BE KNOWN AS I-65 AND AS PROJECT I-65-6(15)178) TO AND FROM THE OWNERS' ABUTTING LANDS ALONG THE LINES DESCRIBED AS FOLLOWS: LINE 1: COMMENCING AT THE NORTHWESTERN CORNER OF SAID HALF-HALF SECTION; THENCE NORTH 49 DEGREES 50 MINUTES 09 SECONDS EAST 929.32 FEET ALONG THE NORTHWESTERN LINE OF SAID SECTION 5; THENCE SOUTH 40 DEGREES 09 MINUTES 51 SECONDS EAST 20.00 FEET TO THE SOUTHEASTERN BOUNDARY OF 9TH STREET ROAD; THENCE SOUTH 21 DEGREES 36 MINUTES 28 SECONDS EAST 240.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE SOUTH 32 DEGREES 03 MINUTES 19 SECONDS EAST 220.79 FEET; THENCE SOUTH 21 DEGREES 34 MINUTES 26 SECONDS EAST 250.80 FEET; THENCE SOUTH 17 DEGREES 00 MINUTES 00 SECONDS EAST 400.00 FEET; THENCE SOUTH 21 DEGREES 17 MINUTES 21 SECONDS EAST 200.56 FEET; THENCE SOUTH 17 DEGREES 00 MINUTES 00 SECONDS EAST 512.13 FEET TERMINATING IN THE NORTHWESTERN BOUNDARY OF SWISHER ROAD. LINE 2: COMMENCING AT THE NORTHWESTERN CORNER OF SAID HALF-HALF SECTION; THENCE NORTH 49 DEGREES 50 MINUTES 09 SECONDS EAST 1,084.16 FEET ALONG THE NORTHWESTERN LINE OF SAID SECTION 5; THENCE SOUTH 40 DEGREES 09 MINUTES 51 SECONDS EAST 20.00 FEET TO THE SOUTHEASTERN BOUNDARY OF 9TH STREET ROAD; THENCE SOUTH 39 DEGREES 55 MINUTES 00 SECONDS EAST 653.11 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE SOUTH 17 DEGREES 00 MINUTES 00 SECONDS EAST 262.30 FEET; THENCE SOUTH 11 DEGREES 17 MINUTES 22 SECONDS EAST 251.25 FEET; THENCE SOUTH 17 DEGREES 00 MINUTES 00 SECONDS EAST 649.48 FEET TERMINATING IN THE NORTHWESTERN BOUNDARY OF SWISHER ROAD. THE ABOVE-DESCRIBED

Paid by Warrant No. A-183675 (CONTINUED ON PAGE 2)

MJA Dated 12-1-1967 Page 1

WAB 9-25-67

This Instrument Prepared by John W. Brassart Attorney

Handwritten signature and date 05 20 1967

PROJECT 1-65-6(15)178  
CODE 0633  
PARCEL 4

ACCESS CONTROL LINE RESTRICTION SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON ALL SUCCESSORS IN TITLE TO THE SAID ABUTTING LANDS.

ALSO, AN EASEMENT IN AND TO THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: A PART OF THE SOUTHWEST HALF OF THE SOUTHWEST HALF OF SECTION 5, BURNETT'S RESERVE, TOWNSHIP 24 NORTH, RANGE 4 WEST, TIPPECANOE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTHWESTERN LINE OF SAID SECTION, SOUTH 40 DEGREES 23 MINUTES 45 SECONDS EAST 1,628.86 FEET FROM THE NORTHWESTERN CORNER OF SAID SECTION 5; THENCE NORTH 40 DEGREES 23 MINUTES 45 SECONDS WEST 27.30 FEET ALONG SAID SOUTHWESTERN LINE; THENCE NORTH 50 DEGREES 40 MINUTES 04 SECONDS EAST 256.97 FEET; THENCE SOUTH 40 DEGREES 25 MINUTES 30 SECONDS EAST 27.30 FEET; THENCE SOUTH 50 DEGREES 40 MINUTES 04 SECONDS WEST 256.98 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.161 ACRES, MORE OR LESS, FOR THE PURPOSE OF CONSTRUCTING A DRIVEWAY FOR SERVICE TO THE GRANTORS' PRIVATE PROPERTY, WHICH EASEMENT WILL REVERT TO THE GRANTORS UPON THE COMPLETION OF THE ABOVE DESIGNATED PROJECT.

ALSO, AN EASEMENT IN AND TO THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: A PART OF THE SOUTHWEST HALF OF THE SOUTHWEST HALF OF SECTION 5, BURNETT'S RESERVE, TOWNSHIP 24 NORTH, RANGE 4 WEST, TIPPECANOE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWESTERN CORNER OF SAID SECTION; THENCE SOUTH 40 DEGREES 23 MINUTES 45 SECONDS EAST 1,628.86 FEET ALONG THE SOUTHWESTERN LINE OF SAID SECTION; THENCE NORTH 50 DEGREES 40 MINUTES 04 SECONDS EAST 256.98 FEET; THENCE NORTH 49 DEGREES 28 MINUTES 47 SECONDS EAST 20.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 40 DEGREES 25 MINUTES 30 SECONDS WEST 37.27 FEET; THENCE NORTH 49 DEGREES 34 MINUTES 30 SECONDS EAST 55.00 FEET; THENCE SOUTH 40 DEGREES 25 MINUTES 30 SECONDS EAST 37.18 FEET; THENCE SOUTH 49 DEGREES 28 MINUTES 47 SECONDS WEST 55.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.047 ACRES, MORE OR LESS, FOR THE PURPOSE OF THE REMOVAL OF A BUILDING WHICH ENCROACHES UPON THE LANDS HEREIN CONVEYED IN FEE SIMPLE, WHICH EASEMENT WILL REVERT TO THE GRANTORS UPON THE COMPLETION OF SAID BUILDING REMOVAL AND THE LEGAL RELEASE OF THIS EASEMENT IN THE OFFICE OF THE RECORDER OF THE AFORESAID COUNTY.

SUBJECT TO AN EASEMENT FOR ELECTRIC LINES, WHICH EASEMENT WAS CONVEYED JANUARY 16, 1939, BY J. A. TERMAN ET UX, TO L. V. LAYDEN BY VIRTUE OF AN EASEMENT RECORDED JULY 12, 1940, IN MISCELLANEOUS RECORD 4, PAGE 153, IN THE OFFICE OF THE RECORDER OF TIPPECANOE COUNTY, INDIANA.



STATE OF INDIANA, ..... County, ss:  
Before me, the undersigned, a Notary Public in and for said County and State, this .....  
day of ....., A. D. 19.....; personally appeared the within named .....

..... Grantor ..... in the above conveyance, and acknowl-  
edged the same to be ..... voluntary act and deed, for the uses and purposes herein mentioned.  
I have hereunto subscribed my name and affixed my official seal.  
My Commission expires ..... Notary Public

STATE OF INDIANA, ..... County, ss:  
Before me, the undersigned, a Notary Public in and for said County and State, this .....  
day of ....., A. D. 19.....; personally appeared the within named .....

..... Grantor ..... in the above conveyance, and acknowl-  
edged the same to be ..... voluntary act and deed, for the uses and purposes herein mentioned.  
I have hereunto subscribed my name and affixed my official seal.  
My Commission expires ..... Notary Public

STATE OF INDIANA, ..... County, ss:  
Before me, the undersigned, a Notary Public in and for said County and State, this .....  
day of ....., A. D. 19.....; personally appeared the within named .....

..... Grantor ..... in the above conveyance, and acknowl-  
edged the same to be ..... voluntary act and deed, for the uses and purposes herein mentioned.  
I have hereunto subscribed my name and affixed my official seal.  
My Commission expires ..... Notary Public

**QUITCLAIM DEED**

FROM

TO

**STATE OF INDIANA**

Received for record this 5

day of January, 1968

at 3:45 o'clock Pm, and

Recorded in Book No. 309 page 60

Recorder JACK R. LEFEBRE County  
RECORDER, TIPPECANOE CO.

Duly entered for taxation this .....

day of ....., 19 .....

Auditor's fee \$ .....

Auditor ..... County

**Division of Land Acquisition  
Indiana State Highway Commission**





# QUITCLAIM DEED

Project 1-65-6(15)178  
Code 0633  
Parcel 4B

This Indenture Witnesseth, That **BENEDICT BURKART, ADULT HUSBAND AND MARY E. BURKART, ADULT WIFE, CONTRACT BUYERS**

of **TIPPECANOE** County, in the State of **INDIANA** RELEASE AND QUITCLAIM to the STATE OF INDIANA for and in consideration of **TWENTY FOUR THOUSAND, SEVEN HUNDRED FIFTY (24,750.00)** Dollars,

the receipt whereof is hereby acknowledged, the following described Real Estate, together with all interests including any and all of the mineral rights and interests on, in, and under said Real Estate, in **TIPPECANOE** County, Indiana, to wit:

A PART OF THE SOUTHWEST HALF OF THE SOUTHWEST HALF OF SECTION 5, BURNETT'S RESERVE, TOWNSHIP 24 NORTH, RANGE 4 WEST, TIPPECANOE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTHWESTERN LINE OF SAID SECTION, SOUTH 40 DEGREES 23 MINUTES 45 SECONDS EAST 1,628.86 FEET FROM THE NORTHWESTERN CORNER OF SAID SECTION 5; THENCE NORTH 50 DEGREES 40 MINUTES 04 SECONDS EAST 256.98 FEET; THENCE NORTH 49 DEGREES 28 MINUTES 47 SECONDS EAST 111.56 FEET; THENCE NORTH 17 DEGREES 00 MINUTES 00 SECONDS WEST 400.00 FEET; THENCE NORTH 21 DEGREES 17 MINUTES 21 SECONDS WEST 200.56 FEET; THENCE NORTH 17 DEGREES 00 MINUTES 00 SECONDS WEST 400.00 FEET; THENCE NORTH 21 DEGREES 34 MINUTES 26 SECONDS WEST 250.80 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 19 SECONDS WEST 220.79 FEET TO THE SOUTHEASTERN LINE OF THE RIGHT OF WAY OF THE MONON RAILROAD; THENCE NORTHEASTERLY ALONG SAID LINE OF RIGHT OF WAY 237.11 FEET ALONG AN ARC TO THE RIGHT AND HAVING A RADIUS OF 5,843.49 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 36 DEGREES 25 MINUTES 22 SECONDS EAST AND A LENGTH OF 237.10 FEET TO THE NORTHEASTERN LINE OF THE GRANTORS' LAND; THENCE SOUTH 39 DEGREES 55 MINUTES 02 SECONDS EAST 480.09 FEET ALONG SAID NORTHEASTERN LINE; THENCE SOUTH 17 DEGREES 00 MINUTES 00 SECONDS EAST 262.30 FEET; THENCE SOUTH 11 DEGREES 17 MINUTES 22 SECONDS EAST 251.25 FEET; THENCE SOUTH 17 DEGREES 00 MINUTES 00 SECONDS EAST 530.00 FEET; THENCE NORTH 53 DEGREES 32 MINUTES 30 SECONDS EAST 428.87 FEET TO THE NORTHEASTERN LINE OF THE GRANTORS' LAND; THENCE SOUTH 39 DEGREES 55 MINUTES 00 SECONDS EAST 79.97 FEET ALONG SAID NORTHEASTERN LINE TO THE NORTHWESTERN BOUNDARY OF SWISHER ROAD; THENCE SOUTH 49 DEGREES 34 MINUTES 30 SECONDS WEST 1,081.97 FEET ALONG SAID NORTHWESTERN BOUNDARY TO THE SOUTHWESTERN LINE OF THE GRANTORS' LAND; THENCE NORTH 40 DEGREES 23 MINUTES 45 SECONDS WEST 107.60 FEET ALONG SAID SOUTHWESTERN LINE TO THE POINT OF BEGINNING AND CONTAINING 11.881 ACRES, MORE OR LESS.

TOGETHER WITH THE PERMANENT EXTINGUISHMENT OF ALL RIGHTS AND EASEMENTS OF INGRESS AND EGRESS TO, FROM, AND ACROSS THE LIMITED ACCESS FACILITY (TO BE KNOWN AS I-65 AND AS PROJECT I-65-6(15)178) TO AND FROM THE OWNERS' ABUTTING LANDS ALONG THE LINES DESCRIBED AS FOLLOWS: LINE 1: COMMENCING AT THE NORTHWESTERN CORNER OF SAID HALF-HALF SECTION; THENCE NORTH 49 DEGREES 50 MINUTES 09 SECONDS EAST 929.32 FEET ALONG THE NORTHWESTERN LINE OF SAID SECTION 5; THENCE SOUTH 40 DEGREES 09 MINUTES 51 SECONDS EAST 20.00 FEET TO THE SOUTHEASTERN BOUNDARY OF 9TH STREET ROAD; THENCE SOUTH 21 DEGREES 36 MINUTES 28 SECONDS EAST 240.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE SOUTH 32 DEGREES 03 MINUTES 19 SECONDS EAST 220.79 FEET; THENCE SOUTH 21 DEGREES 34 MINUTES 26 SECONDS EAST 250.80 FEET; THENCE SOUTH 17 DEGREES 00 MINUTES 00 SECONDS EAST 400.00 FEET; THENCE SOUTH 21 DEGREES 17 MINUTES 21 SECONDS EAST 200.56 FEET; THENCE SOUTH 17 DEGREES 00 MINUTES 00 SECONDS EAST 512.13 FEET TERMINATING IN THE NORTHWESTERN BOUNDARY OF SWISHER ROAD. LINE 2: COMMENCING AT THE NORTHWESTERN CORNER OF SAID HALF-HALF SECTION; THENCE NORTH 49 DEGREES 50 MINUTES 09 SECONDS EAST 1,084.16 FEET ALONG THE NORTHWESTERN LINE OF SAID SECTION 5; THENCE SOUTH 40 DEGREES 09 MINUTES 51 SECONDS EAST 20.00 FEET TO THE SOUTHEASTERN BOUNDARY OF 9TH STREET ROAD; THENCE SOUTH 39 DEGREES 55 MINUTES 00 SECONDS EAST 653.11 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE SOUTH 17 DEGREES 00 MINUTES 00 SECONDS EAST 262.30 FEET;

(CONTINUED ON PAGE 2)

*[Handwritten Signature]*  
OCT 20 1967



Land and improvements \$ 19,897.00 Damages \$ 4853.00 Total consideration \$ 24,750.00

The grantor shall clear and convey free of all leases, licenses, or other interests both legal and equitable, and all encumbrances of any kind or character on, in and under said land as conveyed.

It is understood between the parties hereto, and their successors in title, and made a covenant herein which shall run with the land, that all lands hereinbefore described (excepting any parcels specifically designated as easements or as temporary rights of way) are conveyed in fee simple and not merely for right of way purposes, and that no reversionary rights whatsoever are intended to remain in the grantor(s).

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 GRANTORS

have hereunto set THEIR hands and seal, this 5TH day of SEPTEMBER 1967

(FEE SIMPLE OWNERS)	(Seal)	(Seal)
John A. Terman	(Seal)	(Seal)
JOHN A. TERMAN, ADULT HUSBAND	(Seal)	(Seal)
Nellie A. Terman	(Seal)	(Seal)
NELLIE A. TERMAN, ADULT WIFE	(Seal)	(Seal)
	(Seal)	(Seal)
	(Seal)	(Seal)
	(Seal)	(Seal)
	(Seal)	(Seal)
	(Seal)	(Seal)

STATE OF INDIANA, KOSCIUSKO County, ss:

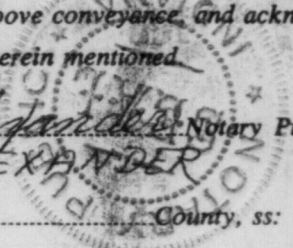
Before me, the undersigned, a Notary Public in and for said County and State, this 5TH day of SEPTEMBER, A. D. 1967; personally appeared the within named

JOHN A. TERMAN, ADULT HUSBAND & NELLIE A. TERMAN, ADULT WIFE

Grantor(s) in the above conveyance, and acknowledged the same to be THEIR voluntary act and deed, for the uses and purposes herein mentioned

I have hereunto subscribed my name and affixed my official seal.

My Commission expires June 27, 1970 Frank W. Alexander Notary Public



STATE OF INDIANA, \_\_\_\_\_ County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_; personally appeared the within named \_\_\_\_\_

Grantor(s) in the above conveyance, and acknowledged the same to be \_\_\_\_\_ voluntary act and deed, for the uses and purposes herein mentioned. I have hereunto subscribed my name and affixed my official seal.

My Commission expires \_\_\_\_\_ Notary Public

Duly entered for taxation  
GLYDE C. LEWIS, Auditor  
January 5 1968

This Instrument Prepared By:  
John W. Brassant  
Attorney

[Signature]  
OCT 20 1967



STATE OF INDIANA, ..... County, ss:  
Before me, the undersigned, a Notary Public in and for said County and State, this  
day of ....., A. D. 19.....; personally appeared the within named

..... Grantor ..... in the above conveyance, and acknowl-  
edged the same to be ..... voluntary act and deed, for the uses and purposes herein mentioned.  
I have hereunto subscribed my name and affixed my official seal.  
My Commission expires ..... Notary Public

STATE OF INDIANA, ..... County, ss:  
Before me, the undersigned, a Notary Public in and for said County and State, this  
day of ....., A. D. 19.....; personally appeared the within named

..... Grantor ..... in the above conveyance, and acknowl-  
edged the same to be ..... voluntary act and deed, for the uses and purposes herein mentioned.  
I have hereunto subscribed my name and affixed my official seal.  
My Commission expires ..... Notary Public

STATE OF INDIANA, ..... County, ss:  
Before me, the undersigned, a Notary Public in and for said County and State, this  
day of ....., A. D. 19.....; personally appeared the within named

..... Grantor ..... in the above conveyance, and acknowl-  
edged the same to be ..... voluntary act and deed, for the uses and purposes herein mentioned.  
I have hereunto subscribed my name and affixed my official seal.  
My Commission expires ..... Notary Public

The undersigned, owner of a mortgage and/or lien on the land herein conveyed, hereby releases from said mortgage  
and/or lien said conveyed land, and does hereby consent to the payment of the consideration therefor as directed in this trans-  
action, this ..... day of ....., 19.....

..... (Seal) ..... (Seal)  
..... (Seal) ..... (Seal)

State of ..... }  
County of ..... } ss:

Personally appeared before me .....

..... above named and duly acknowledged the execution of the above release  
the ..... day of ....., 19.....

Witness my hand and official seal.

My Commission expires ..... Notary Public

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**WARRANTY DEED**

FROM

TO

**STATE OF INDIANA**

Received for record this .....  
day of January, 1968  
at 3:45 o'clock P.m, and  
Recorded in Book No. 309 page 58

Recorder ..... JACK R. LEFEBRE ..... County  
RECORDER, TIPPECANOE CO.

Endorsed NOT TAXABLE this  
day of ....., 19.....

Auditor ..... County

**Division of Land Acquisition  
Indiana State Highway Commission**



137425

FLB 1-288  
Rev. 11-63

RELEASE OF MORTGAGE (DEED OF TRUST)

The Federal Land Bank of Louisville, a corporation with its principal office in the City of Louisville, State of Kentucky, organized and existing under an act of Congress known as the Federal Farm Loan Act, as amended,

DOES HEREBY CERTIFY: That it is the true and lawful holder of the note secured by a certain mortgage (deed of trust) dated August 24, 1955, made and executed by

JOHN A. TERMAN, et al.,

to The Federal Land Bank of Louisville, and recorded in the office of the Recorder of Tippecanoe County, Indiana in Book 252, page 118; that said note has been fully paid and satisfied, and the lien securing the same is hereby discharged and released of record.

IN WITNESS WHEREOF, The Federal Land Bank of Louisville has hereunto caused its corporate name to be subscribed by its Assistant Vice President, and its corporate seal to be affixed and attested by its Assistant Secretary, on November 30, 1967.

(SEAL)

ATTEST:

Helen A. Klein  
Assistant Secretary Helen A. Klein

THE FEDERAL LAND BANK OF LOUISVILLE

By R. E. French  
Assistant Vice President  
R. E. French

STATE OF KENTUCKY }  
COUNTY OF JEFFERSON } SS:

I, Mildred C. Mathison, a notary public in and for the State and County aforesaid, do certify that on November 30, 1967, before me appeared R. E. French and Helen A. Klein

to me personally known and who being by me duly sworn did say that they are the Assistant Vice President and Assistant Secretary, respectively, of The Federal Land Bank of Louisville, a corporation; that the seal affixed to the within instrument is the corporate seal of said corporation; that said instrument was signed, sealed and attested by them for and on behalf of said corporation under authority of its Board of Directors; and said Assistant Vice President and Assistant Secretary acknowledged said instrument to be their free act and deed as such officers, and the free and corporate act and deed of The Federal Land Bank of Louisville.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at Louisville in the County and State aforesaid, on the date last above written.

My commission expires: November 24, 1968

Mildred C. Mathison  
Mildred C. Mathison... Notary Public, Jefferson County, Ky.

This instrument was prepared by The Federal Land Bank of Louisville, a corporation, by August F. Celebrezze, its Principal Attorney, 224 East Broadway, Louisville, Kentucky.

August F. Celebrezze  
Principal Attorney

Received for Recor  
Recorder Tippecanoe Co., Inc.  
at \_\_\_\_\_ o'clock  
on \_\_\_\_\_ (Date)  
In Vol. \_\_\_\_\_ (Date)  
FEES PAID \$ \_\_\_\_\_

STATE OF  
RECEIVED FOR RECORD  
RECORDED IN RECORD  
NO Rel 47 PAGE  
TIME 11:00 A.M.-P.M.  
DEC 27 1967

THE FEDERAL  
BANK OF L  
RELEASE OF  
(DEED OF

99472



A.D. 100 RW

# INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition  
ROOM 1105 - 100 NORTH SENATE AVENUE  
INDIANAPOLIS, INDIANA 46209

To Benedict & Mary Burkart  
Lafayette, Indiana

Jan. 29, 1968 19

GENTLEMEN:

We enclose State Warrant No. A-191516  
in settlement of the following vouchers: 68-389 1-23- 19 68

Description		Amount
For <u>Relocation Expense</u> on State Road		
No. <u>79</u> in <u>Tippecanoe</u>		
County, Project <u>I-65-6(15)</u>		
Parcel No. <u>4</u> as per Grant/Warranty		
Deed, Dated <u>12-15-67</u>		
		\$262 00

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By Benedict Burkart  
Date March 26, 1968

## INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition  
 ROOM 1105 — 100 NORTH SENATE AVENUE  
 INDIANAPOLIS, INDIANA 46209

Dec. 8 19 67

To Benedict Burkart, John A. Terman  
 Federal Land Bank of Louisville  
 In Care of Benedict Burkart  
 R.R.12, Box 457  
 Lafayette, Indiana

## GENTLEMEN:

We enclose State Warrant No. A-183675 12-1- 19 67  
 in settlement of the following vouchers:

Transmittal #68-284

Description	Amount
For <u>Purchase</u> on State Road No. <u>I-65</u> in <u>Tippecanoe</u> County, Project <u>I-65-6 (15)</u> Parcel No. <u>4</u> as per Grant/Warranty Deed, Dated <u>9-5-67</u>	\$24,750.00

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By

By

Date

*Benedict Burkart*  
*John A. Terman*  
 Dec. 27, 1967



APPRAISAL REVIEW FORM  
 Division of Land Acquisition  
 Indiana State Highway Commission

*Control*

Project I-65-6(15)  
 Parcel No. 4  
 Road E-65  
 County Tippecanoe  
 Owner John A. Terman  
 Address \_\_\_\_\_  
 Address of Appraised Property:  
RR #2, Lafayette, Indiana

I have reviewed this parcel and appraisal report for the following items:

- |  |                       |
|--|-----------------------|
| 1. I have personally checked all comparables and concur in the determinations made.  | <u>yes</u>            |
| 2. Planning and Detail Maps were supplied appraisers.  | <u>yes</u>            |
| 3. The three approaches required (Income, Market Data, and Cost Replacement) were considered.  | <u>yes</u>            |
| 4. Necessary photos are enclosed.  | <u>yes</u>            |
| 5. The appraisal is fully documented and supported as required by the State Highway Commission and the requirements of P.P.M. 21-4.1 of the Federal Bureau of Roads. | <u>yes</u>            |
| 6. Plats drawn by the appraisers are attached.   | <u>yes</u>            |
| 7. I have personally inspected the Plans.  | <u>yes</u>            |
| 8. I have personally inspected the site and familiarized myself with the parcel on...  | <u>August 8, 1967</u> |
| 9. The computations of this parcel have been checked and reviewed.   | <u>yes</u>            |
| 10. The appraiser has complied with the Indiana State Highway Commission instructional outline and/or good appraisal practices.                                      | <u>yes</u>            |

I have made a determined effort to consider all competent information that I have secured and that is documented by the appraisers, including any comments by the property owner, along with any recent awards by condemnation juries that have been brought to my attention, that is relevant to this matter.

This is to certify that I have no present or contemplated future interest in this property, nor have I entered into collusion with the property owner or an agent of the property owner.

It is my opinion as of August 8, 1967 (Date):

Estimate of Appraisers:

	By: <u>Fisher</u>	By:	Approved By Reviewer
(a) The fair market value of the entire property before the taking is:	\$ 38,520.00	\$	\$ 38,520.00
(b) The fair market value of the property after the taking, assuming the completion of the improvement is:	\$ 13,770.00	\$	\$ 13,770.00
The Total Value of Taking Is: (a minus b) TOTAL	\$ 24,750.00	\$	\$ 24,750.00
(1) Land and/or improvements	\$ 19,897.00	\$	\$ 19,897.00
(2) Damages	\$ 4,853.00	\$	\$ 4,853.00
(3) Less non-compensable items	\$ -0-	\$	\$ -0-
(4) Estimated Total Compensation	\$ 24,750.00	\$	\$ 24,750.00

Approved	Date	Signed
<u>Act. Rev. Appr.</u>	<u>8-8-67</u>	<u>William D. Byrd</u>
<u>Asst. or Chief Appr.</u>	<u>8-9-67</u>	<u>Jay D. Luse</u>

(All comments and additional information will be shown on the reverse side of this page and/or by use of supplemental sheets.)

INDIANA STATE HIGHWAY COMMISSION  
Land Acquisition Division

PROJECT NO. 165-6(15)

BUYER'S REPORT NUMBER: \_\_\_\_\_ COUNTY Tipppecanoe PARCEL NO. 4

NAME & ADDRESS OF OWNER John A Ferman Etux  
R3 Charlevoix PHONE # \_\_\_\_\_

NAME & ADDRESS OF PERSON CONTACTED Federal Land Bank of Louisville  
2111 Seal Road Lafayette PHONE # \_\_\_\_\_  
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 8-10-67. DATE OF CONTACT 9-12-67

OFFER \$ 24,750.00 TIME OF CONTACT 10:20a.m.

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. \_\_\_\_\_ Checked abstract with owner? 2. \_\_\_\_\_ Any affidavits taken?
- 3. \_\_\_\_\_ Any mortgage(s)? 4. \_\_\_\_\_ Any other liens, judgements, etc.?
- 5. \_\_\_\_\_ Showed plans, explained take, made offer, etc.?
- 6. \_\_\_\_\_ Explained about retention of buildings, etc.? 7. \_\_\_\_\_ Any being retained?
- 8. \_\_\_\_\_ Walked over property with owner? (or with whom? \_\_\_\_\_)
- 9. \_\_\_\_\_ Arranged for owner to pay taxes? (Explain how in remarks)
- 10. \_\_\_\_\_ Secured Right of Entry? 11. \_\_\_\_\_ Secured Driveway Right of Entry?
- 12. \_\_\_\_\_ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. \_\_\_\_\_ Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. \_\_\_\_\_ Waivers, were any secured? 15. \_\_\_\_\_ Filled out RAAP Form?

REMARKS: I called on Frederick Reichart, mgr  
of above to get partial release on  
mortgage of above. He called the  
Home Office at Louisville but they  
cannot arrange a release until  
we get John Ferman Etux signatures  
on the Partial Release Blank. Mr Ferman  
is in Europe until Oct 28, 1967 and  
cannot be reached until that time

Status of Parcel: ( ) - Secured, (X) - Bought, awaiting mortgage release, ( ) - Condemned  
( ) Other, awaiting what? Mortgage Release

Distribution Made  
(1) Parcel (1) Weekly Summary  
(X) Owner ( ) Other, Specify

Frank H. Alexander  
(Signature)



INDIANA STATE HIGHWAY COMMISSION  
Land Acquisition Division

PROJECT NO. I-65-6(15)

BUYER'S REPORT NUMBER: \_\_\_\_\_ COUNTY Tippecanoe PARCEL NO. 4

NAME & ADDRESS OF OWNER John Ferman Etux fee owners  
R 3 Charlevoix Mich PHONE # \_\_\_\_\_

NAME & ADDRESS OF PERSON CONTACTED Benedict Burkart Etux Contract  
R 2 Lafayette Ind. PHONE # \_\_\_\_\_  
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 8-10-67 DATE OF CONTACT 9-13-67

OFFER \$ 24,750.00 TIME OF CONTACT 8:00 P.M.

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. \_\_\_\_\_ Checked abstract with owner? 2. \_\_\_\_\_ Any affidavits taken?
- 3. \_\_\_\_\_ Any mortgage(s)? 4. \_\_\_\_\_ Any other liens, judgements, etc.?
- 5. \_\_\_\_\_ Showed plans, explained take, made offer, etc.?
- 6. \_\_\_\_\_ Explained about retention of buildings, etc.? 7. \_\_\_\_\_ Any being retained?
- 8. \_\_\_\_\_ Walked over property with owner? (or with whom? \_\_\_\_\_)
- 9. \_\_\_\_\_ Arranged for owner to pay taxes? (Explain how in remarks)
- 10. \_\_\_\_\_ Secured Right of Entry? 11. \_\_\_\_\_ Secured Driveway Right of Entry?
- 12. \_\_\_\_\_ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. \_\_\_\_\_ Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. \_\_\_\_\_ Waivers, were any secured? 15. \_\_\_\_\_ Filled out RAAP Form?

REMARKS: I called on above this date for  
Right of Entry.  
Mrs Burkart was very unpleasant.  
They said they were not going to sign  
anything more than they had already  
until they got their money.  
I told them it would be near Jan  
1968 before they got their money.  
She said we could get them their  
money by Nov-1st if we tried to.

Status of Parcel: ( ) - Secured, (X) - Bought, awaiting mortgage release, ( ) - Condemned  
( ) Other, awaiting what? \_\_\_\_\_

Distribution Made  
(1) Parcel (1) Weekly Summary  
(X) Owner ( ) Other, Specify

Frank St. Alexander  
(Signature)

INDIANA STATE HIGHWAY COMMISSION  
Land Acquisition Division

PROJECT NO. F65-6(15)

BUYER'S REPORT NUMBER: \_\_\_\_\_ COUNTY Tippecanoe PARCEL NO. 24

NAME & ADDRESS OF OWNER John A Ferman Esq

R3 Charlevoix Mich PHONE # \_\_\_\_\_

NAME & ADDRESS OF PERSON CONTACTED Fed Land Bank of Louisville

2111 Seal Rd. Lafayette Ind. PHONE # \_\_\_\_\_

(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 8/10/67 DATE OF CONTACT 9-7-67

OFFER \$ 24,750<sup>00</sup> TIME OF CONTACT 4 P.M.

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. \_\_\_\_\_ Checked abstract with owner? 2. \_\_\_\_\_ Any affidavits taken?
3. \_\_\_\_\_ Any mortgage(s)? 4. \_\_\_\_\_ Any other liens, judgements, etc.?
5. \_\_\_\_\_ Showed plans, explained take, made offer, etc.?
6. \_\_\_\_\_ Explained about retention of buildings, etc.? 7. \_\_\_\_\_ Any being retained?
8. \_\_\_\_\_ Walked over property with owner? (or with whom? \_\_\_\_\_)
9. \_\_\_\_\_ Arranged for owner to pay taxes? (Explain how in remarks)
10. \_\_\_\_\_ Secured Right of Entry? 11. \_\_\_\_\_ Secured Driveway Right of Entry?
12. \_\_\_\_\_ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. \_\_\_\_\_ Was 180 Day Notice Letter delivered or mailed to all parties?
14. \_\_\_\_\_ Waivers, were any secured? 15. \_\_\_\_\_ Filled out RAAP Form?

REMARKS: Called on above this date  
to get partial release of mortgage  
on above parcel.

The manager was out of town  
so shall see him next week

Status of Parcel: (~~Ⓢ~~)- Secured, (X)- Bought, awaiting mortgage release, ( )- Condemned

( ) Other, awaiting what? \_\_\_\_\_

Distribution Made

- (1) Parcel (1) Weekly Summary  
( ) Owner ( ) Other, Specify

Frank H. Alexander  
(Signature)



INDIANA STATE HIGHWAY COMMISSION  
Land Acquisition Division

PROJECT NO. I65-6(15)

BUYER'S REPORT NUMBER: \_\_\_\_\_ COUNTY Tippecanoe PARCEL NO. 4

NAME & ADDRESS OF OWNER R3 John A German Etus Fee owners

Bharlevous mich PHONE # \_\_\_\_\_

NAME & ADDRESS OF PERSON CONTACTED R2 Lafayette Ind. Benedict Burkart Etus Cont. Buy

PHONE # \_\_\_\_\_

(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 8-10-67. DATE OF CONTACT 7-6-67

OFFER \$ 24,750.<sup>00</sup> TIME OF CONTACT 8 P.M.

YES NO N/A (Circle N/A if all questions are not applicable)

1. ( ) ( ) ( ) Checked abstract with owner? (Affidavit taken?: Yes \_\_\_ No \_\_\_)
2. ( ) ( ) ( ) Showed plans, explained take, made offer, etc.?
3. ( ) ( ) ( ) Any Mortgage? (Any other Liens, Judgements? Yes \_\_\_ No \_\_\_)
4. ( ) ( ) ( ) Explained about retention of Bldgs. (any being retained? Yes \_\_\_ No \_\_\_)
5. ( ) ( ) ( ) Filled out RAAP Form?
6. ( ) ( ) ( ) Walked over property with owner? (or who? \_\_\_\_\_)
7. ( ) ( ) ( ) Arranged for payment of taxes? (Explain how in remarks)
8. ( ) ( ) ( ) Secured Right of Entry? (Secured Driveway R.O.E.? Yes \_\_\_ No \_\_\_ N/A \_\_\_)
9. ( ) ( ) ( ) Gave Owner Firm Offer & Eminent Domain Procedures Letter & Explained it?

REMARKS: I called on above this date.  
They signed both quit claim  
Deed & Blaim vouchers.

Status of Parcel: ( ) -Secured, (X) -Bought, awaiting mortgage release, ( ) -Condemned  
( ) Other, awaiting what? \_\_\_\_\_

Distribution Made

- (1) Parcel (1) Weekly Summary  
(X) Owner ( ) Other, specify: \_\_\_\_\_

Grant N. Alexander  
(Signature)

INDIANA STATE HIGHWAY COMMISSION  
Land Acquisition Division

I 65-6(15)  
4

PROJECT NO. 4

BUYER'S REPORT NUMBER: \_\_\_\_\_ COUNTY Tippecanoe PARCEL NO. 4

NAME & ADDRESS OF OWNER John A Ferman Et ux fee owners  
R3 Charlevoix Mich PHONE # \_\_\_\_\_

NAME & ADDRESS OF PERSON CONTACTED Same  
Pierceton, Ind. PHONE # \_\_\_\_\_

(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 8-10-67. DATE OF CONTACT 9-5-67

OFFER \$ 24,750 TIME OF CONTACT 11:30a.m.

YES NO N/A (Circle N/A if all questions are not applicable)

1. (X) ( ) ( ) Checked abstract with owner? (Affidavit taken?: Yes \_\_\_ No X)
2. (X) ( ) ( ) Showed plans, explained take, made offer, etc.?
3. (X) ( ) ( ) Any Mortgage? (Any other Liens, Judgements? Yes \_\_\_ No X)
4. ( ) ( ) (X) Explained about retention of Bldgs. (any being retained? Yes \_\_\_ No \_\_\_)
5. ( ) ( ) (X) Filled out RAAP Form?
6. ( ) (X) ( ) Walked over property with owner? (or who? \_\_\_\_\_)
7. ( ) (X) (X) Arranged for payment of taxes? (Explain how in remarks)
8. ( ) (X) ( ) Secured Right of Entry? (Secured Driveway R.O.E.? Yes \_\_\_ No \_\_\_ N/A \_\_\_)
9. ( ) (X) ( ) Gave Owner Firm Offer & Eminent Domain Procedures Letter & Explained it?

REMARKS: I called on above at corner  
of SR 13 E 21S30.  
They signed deed and claim  
vouchers as fee owners.

Status of Parcel: ( ) -Secured, (X) -Bought, awaiting mortgage release, ( ) -Condemned  
( ) Other, awaiting what? \_\_\_\_\_

Distribution Made  
(1) Parcel (1) Weekly Summary  
(X) Owner ( ) Other, Specify:

Frank A. Alexander  
(Signature)



INDIANA STATE HIGHWAY COMMISSION  
Land Acquisition Division

PROJECT NO. I65-6(15)

BUYER'S REPORT NUMBER: \_\_\_\_\_ COUNTY Lapeer PARCEL NO. 4

NAME & ADDRESS OF OWNER John A Ferman Esq (see owners)  
R3 Charlevoix, Mich PHONE # Esq (contract)

NAME & ADDRESS OF PERSON CONTACTED Benedict Burkart (buyers)  
R2 Lafayette, Ind. PHONE # \_\_\_\_\_

(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 8-10-67 DATE OF CONTACT 8-30-67

OFFER \$ 24,750<sup>00</sup> TIME OF CONTACT 7:30 P.M.

- | YES    | NO  | N/A | (Circle N/A if all questions are not applicable)                          |
|--------|-----|-----|---|
| 1. ( ) | ( ) | ( ) | Checked abstract with owner? (Affidavit taken?: Yes ___ No ___)           |
| 2. ( ) | ( ) | ( ) | Showed plans, explained take, made offer, etc.?                           |
| 3. ( ) | ( ) | ( ) | Any Mortgage? (Any other Liens, Judgements? Yes ___ No ___)               |
| 4. ( ) | ( ) | ( ) | Explained about retention of Bldgs. (any being retained? Yes ___ No ___)  |
| 5. ( ) | ( ) | ( ) | Filled out RAAP Form?   |
| 6. ( ) | ( ) | ( ) | Walked over property with owner? (or who? _____)                          |
| 7. ( ) | ( ) | ( ) | Arranged for payment of taxes? (Explain how in remarks)                   |
| 8. ( ) | ( ) | ( ) | Secured Right of Entry? (Secured Driveway R.O.E.? Yes ___ No ___ N/A ___) |
| 9. ( ) | ( ) | ( ) | Gave Owner Firm Offer & Eminent Domain Procedures Letter & Explained it?  |

REMARKS: Called on above this date.

They accepted my firm offer  
without retention of residence.

Shall see them 9-6-67 to have  
them sign deed.

Status of Parcel: ( ) Secured (X) Bought, awaiting mortgage release, ( ) Condemned  
( ) Other, awaiting what? \_\_\_\_\_

Distribution Made  
(1) Parcel (1) Weekly Summary  
(X) Owner ( ) Other, Specify: \_\_\_\_\_

Frank St. Alexander  
(Signature)

INDIANA STATE HIGHWAY COMMISSION  
Land Acquisition Division

PROJECT NO I65-6(15)

BUYER'S REPORT NUMBER: \_\_\_\_\_ COUNTY Jasper PARCEL NO. 4

NAME & ADDRESS OF OWNER Benedict Burkart contract Buyer  
R 2 Lafayette Ind PHONE # \_\_\_\_\_

NAME & ADDRESS OF PERSON CONTACTED \_\_\_\_\_

PHONE # \_\_\_\_\_

(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 8-10-67 24,750.00 DATE OF CONTACT 8-28-67

OFFER \$ \_\_\_\_\_ TIME OF CONTACT 7:30 P.M.

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. \_\_\_\_\_ Checked abstract with owner? 2. \_\_\_\_\_ Any affidavits taken?
- 3. \_\_\_\_\_ Any mortgage(s)? 4. \_\_\_\_\_ Any other liens, judgements, etc.?
- 5. \_\_\_\_\_ Showed plans, explained take, made offer, etc.?
- 6. \_\_\_\_\_ Explained about retention of buildings, etc.? 7. \_\_\_\_\_ Any being retained?
- 8. \_\_\_\_\_ Walked over property with owner? (or with whom? \_\_\_\_\_)
- 9. \_\_\_\_\_ Arranged for owner to pay taxes? (Explain how in remarks)
- 10. \_\_\_\_\_ Secured Right of Entry? 11. \_\_\_\_\_ Secured Driveway Right of Entry?
- 12. \_\_\_\_\_ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. \_\_\_\_\_ Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. \_\_\_\_\_ Waivers, were any secured? 15. \_\_\_\_\_ Filled out RAAP Form?

REMARKS: I called on above this date in regards to above parcel.

He hasn't had enough time to get information on his parcel.

He said he would let me know 8-30-67. at which time I shall call on him.

Status of Parcel: ( ) - Secured, ( ) - Bought, awaiting mortgage release, ( ) - Condemned  
( ) Other, awaiting what? \_\_\_\_\_

Distribution Made  
(1) Parcel (1) Weekly Summary  
( ) Owner ( ) Other, Specify

Grant A. Alexander  
(Signature)



INDIANA STATE HIGHWAY COMMISSION  
Land Acquisition Division

PROJECT NO. I65-6(15)

BUYER'S REPORT NUMBER: \_\_\_\_\_ COUNTY Tippacance PARCEL NO. 4

NAME & ADDRESS OF OWNER John A Ferman Etux fee owners  
R3 Charlevoix Mich PHONE # \_\_\_\_\_

NAME & ADDRESS OF PERSON CONTACTED Benedict Burkart Etux Buyers  
R2 Lafayette Ind. PHONE # \_\_\_\_\_

(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 8-10-67 DATE OF CONTACT 8-22-67

OFFER \$ 24,750.00 TIME OF CONTACT 8 P.M.

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. yes Checked abstract with owner? 2. None Any affidavits taken?
- 3. yes Any mortgage(s)? 4. None Any other liens, judgements, etc.?
- 5. yes Showed plans, explained take, made offer, etc.?
- 6. yes Explained about retention of buildings, etc.? Probable Any being retained?
- 8. no Walked over property with owner? (or with whom? None)
- 9. n/a Arranged for owner to pay taxes? (Explain how in remarks)
- 10. n/a Secured Right of Entry? 11. n/a Secured Driveway Right of Entry?
- 12. yes Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. yes Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. None Waivers, were any secured? 15. n/a Filled out RAAP Form?

REMARKS: I called this date on above. They  
said offer was satisfactory but are  
interested in retaining the residence.  
Will get retention value 8/24 while in  
office.

Fee owners are leaving soon for  
Europe so must get action quick  
so this parcel can be closed before  
they leave.

Status of Parcel: ( ) - Secured, ( ) - Bought, awaiting mortgage release, ( ) - Condemned  
( ) Other, awaiting what? \_\_\_\_\_

Distribution Made  
(1) Parcel (1) Weekly Summary  
(X) Owner ( ) Other, Specify

Frank H. Alexander  
(Signature)

INDIANA STATE HIGHWAY COMMISSION  
Land Acquisition Division

PROJECT NO I65-6(15)

BUYER'S REPORT NUMBER: \_\_\_\_\_ COUNTY Jippocance PARCEL NO. 4

NAME & ADDRESS OF OWNER Benedict Burkart Etux Buyer

R2 Lafayette Ind. PHONE # 567-2201

NAME & ADDRESS OF PERSON CONTACTED Same

PHONE # \_\_\_\_\_

(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 8-10-67 DATE OF CONTACT 8-21-67

OFFER \$ \_\_\_\_\_ TIME OF CONTACT 7 P.M.

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. \_\_\_\_\_ Checked abstract with owner? 2. \_\_\_\_\_ Any affidavits taken?
- 3. \_\_\_\_\_ Any mortgage(s)? 4. \_\_\_\_\_ Any other liens, judgements, etc.?
- 5. \_\_\_\_\_ Showed plans, explained take, made offer, etc.?
- 6. \_\_\_\_\_ Explained about retention of buildings, etc.? 7. \_\_\_\_\_ Any being retained?
- 8. \_\_\_\_\_ Walked over property with owner? (or with whom? \_\_\_\_\_)
- 9. \_\_\_\_\_ Arranged for owner to pay taxes? (Explain how in remarks)
- 10. \_\_\_\_\_ Secured Right of Entry? 11. \_\_\_\_\_ Secured Driveway Right of Entry?
- 12. \_\_\_\_\_ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. \_\_\_\_\_ Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. \_\_\_\_\_ Waivers, were any secured? 15. \_\_\_\_\_ Filled out RAAP Form?

REMARKS: I called at above residence this date but no one was home.

I called back on Phone in evening and made an appointment for 8 P.M. 8-22-67 at their residence.

Status of Parcel: ( ) - Secured, ( ) - Bought, awaiting mortgage release, ( ) - Condemned  
( ) Other, awaiting what? \_\_\_\_\_

Distribution Made  
(1) Parcel (1) Weekly Summary  
(X) Owner ( ) Other, Specify

Frank H. Alexander  
(Signature)



SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORT

PROJECT NO. I-65-6 (15) STATE ROAD NO. I-65 PARCEL NO. 4

RECORD OWNER John A. Terman.

FROM November 19, 1965 TO October 2, 1967

I have checked the following records in Tippecanoe. County, Indiana, for the Caption Property as described in the original T. & E. Report.

=====

DEED RECORD	<u>No Change.</u>
MORTGAGE RECORD	<u>"</u>
MISCELLANEOUS RECORD	<u>"</u>
OLD AGE ASSISTANCE RECORD	<u>"</u>
TAX LIEN RECORD	<u>"</u>
JUDGMENT RECORD	<u>"</u>
LES PENDENS RECORD	<u>"</u>
TAX DUPLICATE	<u>Current taxes paid - None delinquent.</u>

CHANGES SINCE DATE OF LAST ABSTRACT ARE AS FOLLOWS: None.

SIGNED

Ted Myers  
Ted Myers-Abstractor.

DATE

October 2, 1967

#4

TITLE AND ENCUMBRANCE REPORT

DIVISION OF LAND ACQUISITION

INDIANA STATE HIGHWAY COMMISSION

S.R. I-65 PROJ. I-65-6 (15) COUNTY Tippecanoe

Names on Plans John A. Terman

Names in Trans. Book John A. Terman c/o Benedict and Mary E. Burkhardt

Description or Addition	Sec.	Twp.	Rge.	Acreage	Political Twp Tippecanoe	
					Assessed Value	Land Improvements
Pt. W-W Bur. Res.	5	24	4	35.20 A.	\$2010.00	\$2230.00

LAST OWNER OF RECORD

QUIT CLAIM

Deed Record 198 P. 321 Recorded Oct. 11, 1943 Dated Aug. 13, 1943 Deed

Grantor Otto E. May, Trustee to Convey

Grantee John A. Terman

Address of Grantee c/o Benedict and Mary E. Burkhardt, R. R. #3

MORTGAGE RECORD

Mortgage Record 252 P. 118 Amount \$10,000.00 Dated Aug. 24, 1955

Mortgagor John A. Terman and Nellie A. Terman, his wife

Mortgagee The Federal Land Bank of Louisville

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

MISCELLANEOUS RECORD Yes ( ) None (X) EASEMENT Yes (X) None ( )

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.

MITCHELL TITLE INSURANCE & ABSTRACT CO.,

By F B Parker Secretary

Dated this 19th Day of Nov. 1965 at 8:00 A.M.

Abstractor

Prel. Approval of Title Date

By

Final Approval of Title Date

By Deputy Attorney General



CAPTION

-1-

Continuation of Abstract of Title to:

A part of the South West half of the South West half of Section five (5), in Burnett's Reserve below the mouth of Tippecanoe River, in Township twenty-four (24) North, Range four (4) West, described as follows, to-wit:

Beginning on the South West line of Section five (5) at a point thirty-two and 72/100 (32.72) rods South East from the North West corner of said Section; and running thence with said line South forty (40) degrees East seventy-three and 24/100 (73.24) rods to a stone in the public highway; thence along said highway North fifty (50) degrees East sixtyfive and 54/100 (65.54) rods to the North East line of said South West half of said South West half of said Section; thence with said line North forty (40) degrees West, ninety-four and 50/100 (94.50) rods to the South East line of the grounds occupied by the Chicago, Indianapolis and Louisville Railway; and thence in a South Westerly direction along said right of way line sixty-nine and 25/100 (69.25) rods to the place of beginning, containing thirty-five and 20/100 (35.20) acres, more or less.

ALSO a right of way across a tract of six and 50/100 (6.50) acres which lies North West of said railway track, which serviant tract is owned by William S. and Emma Washburn.

Prepared for: State Highway Department of Indiana

Deed Record  
187, Page 505  
Inst. #24582  
Sept. 2, 1938  
Recorded  
Sept. 2, 1938

Selma T. Taylor and  
James M. Taylor,  
husband and wife

to  
John A. Terman and  
Florence E. Terman,  
husband and wife.

WARRANTY DEED  
Revenue Stamps \$1.00

-2-

A part of the South West half of the South West half of Section five (5) in Burnett's Reserve below the mouth of Tippecanoe River, in Township Twenty-four (24) North, Range Four (4) West, described as follows, to-wit:

Beginning on the South West line of Section Five (5) at a point Thirty-two and 72/100 (32.72) rods south east from the north west corner of said Section; and running thence with said line south forty (40) degrees east seventy-three and 24/100 (73.24) rods to a stone in the public highway; thence along said highway north fifty (50) degrees east sixty-five and 54/100 (65.54) rods to the north east line of said south west half of said south west half of said section; thence with said line north 40° west, ninety-four and 50/100 (94.50) rods to the south east line of the grounds occupied by the Chicago, Indianapolis and Louisville Railway; and thence in a South Westerly direction along said right of way line sixty-nine and 25/100 (69.25) rods to the place of beginning, containing thirty-five and 20/100 (35.20) acres, more or less.

-1-



Also a right of way across a tract of six and 50/100 (6.50) acres which lies north west of said railway track, which serviant tract is owned by William S. and Emma Washburn. All of the above described real estate located in Tippecanoe County, State of Indiana.

Acknowledged before Cecil E. Davidson, Notary Public, Tippecanoe County, Indiana. (Seal) Commission expires 8/24/41.

Miscellaneous  
Record 4, Page 153  
Instr.#14309  
Jan. 16, 1939  
Recorded  
July 12, 1940

Florence E. Terman EASEMENT

John A. Terman  
(husband and wife,)

to

L. V. Layden, Unmarried.

STATE OF INDIANA, TIPPECANOE COUNTY, SS:

"KNOW ALL MEN BY THESE PRESENTS, that the undersigned Florence E. Terman and John A. Terman (husband and wife) for a good and valuable consideration the receipt whereof is hereby acknowledged, does hereby grant unto, L. V. Layden, unmarried, whose Post Office Address is Lafayette, Indiana R. R. 1, and to his heirs or assigns, the right to enter upon the lands of the undersigned, situated in the County of Tippecanoe, State of Indiana, and more particularly described as follows:

A tract of about 121 acres situated in the Burnetts Reserve in Sec. 5 in Twp \_\_\_\_\_ Range \_\_\_\_\_, in Tippecanoe County, Indiana about 2 miles South from the town of Battle Ground and lying between the farm of Burkhart Bros on the S. W. and the farm of Wm. Straub, on the N. E. and to place, construct, operate, repair, maintain, relocate and replace thereon, and in or upon all streets, roads, or highways abutting said lands, an electric transmission or distribution line or system, or any part thereof, and to cut and trim trees and shrubbery to the extent necessary to keep the said electric line or system free and clear therefrom, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall and near enough to strike the wires if such trees should fall.

In granting this easement, it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location and the poles will be such as to form the least possible interference to farm operations, as long as it does not materially increase the cost of construction. Reservation of the full use and enjoyment of said land insofar as it shall not interfere with the easement hereby granted is hereby expressly made.

The undersigned covenant that he is the owner of the lands on which this easement is granted and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons: Federal Land Bank of Louisville.

The aforesaid easement includes, the right at any time to enter upon the said lands, with the necessary tools and equipment to do the acts mentioned.

This easement is granted to and accepted by the grantee upon the express understanding that the grantee shall, in consideration of the grant herein contained, within two (2) years after the date hereof, assign and transfer all his right, title and interest hereunder to Tippecanoe-Montgomery Co. R. E. M. C., A cooperative corporation to be incorporated under the laws of the State of Indiana, and in any event within sixty days after such incorporation.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be



construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, this easement is signed as to the 16th day of Jan., 1939.

Florence E. Terman

John A. Terman

Acknowledged by Florence E. Terman and John A. Terman, before Cecil Ray, Notary Public, Tippecanoe County, Indiana. (Seal) Commission expires January 4, 1943.

#### A S S I G N M E N T

STATE OF INDIANA

COUNTY OF \_\_\_\_\_ SS:

For Value Received I, L. V. Layden, an unmarried person, hereby assign, transfer and set over, unto the TIPMONT Rural Electric Membership Corporation, an Indiana Corporation, its successors and assigns, all right, title and interest, which I have or may have in or by reason of the foregoing easement.

IN WITNESS WHEREOF, I hereunto subscribe my name this 30 day of June, 1939.

L. V. Layden

Acknowledged by L. V. Layden, before Mary E. Shanklin, Notary Public, Montgomery County, Indiana. (Seal) Commission expires July 7, 1942.

Deed Record  
198, Page 320  
Instr. #5398  
Aug. 13, 1943  
Recorded  
Oct. 11, 1943

John A. Terman and  
Florence E. Terman,  
husband and wife,  
to  
Otto E. May,  
Trustee to Convey.

#### QUIT CLAIM DEED

A part of the Southwest half ( $\frac{1}{2}$ ) of the Southwest half ( $\frac{1}{2}$ ) of Section Five (5) in Burnetts Reserve below the mouth of the Tippecanoe River in Township Twenty-four (24) North, Range Four (4) West, described as follows, to-wit:

Beginning on the Southwest line of Section Five (5) at a point 32.72 rods Southeast from the Northwest corner of said Section and running thence with said line south 40 degrees East 73.24 rods to a stone in the public highway; thence running along said highway north 50 degrees East 65.54 rods to the Northeast line of said Southwest half ( $\frac{1}{2}$ ) of said Southwest half ( $\frac{1}{2}$ ) of said section; thence with said line North 40 degrees West 94.50 rods to the Southeast line of the ground occupied by the Chicago, Indianapolis and Louisville Railway, and thence in a southwesterly direction along said right of way line 69.25 rods to the place of beginning, containing Thirty-four and thirty-six hundredths acres (34.36) more or less.

ALSO, a right of way across a tract of 6.50 acres which lies northwest of said railway tract, which servient tract is owned by William S. and Emma Washburn.

Acknowledged before Morris R. Parks, United States Commissioner, Tippecanoe County, Indiana. (SEAL)



Deed Record  
198, Page 321  
Instr. #5399  
Aug. 13, 1943  
Recorded  
Oct. 11, 1943

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Otto E. May,  
Trustee to Convey,  
to  
John A. Terman.

QUIT CLAIM DEED

A part of the Southwest half ( $\frac{1}{2}$ ) of the Southwest half ( $\frac{1}{2}$ ) of Section Five (5) in Burnetts Reserve below the mouth of the Tippecanoe River in Township Twenty-four (24) North, Range Four (4) West, described as follows, to-wit:

Beginning on the Southwest line of Section Five (5) at a point 32.72 rods Southeast from the Northwest corner of said section and running thence with said line South 40 degrees East 73.24 rods to a stone in the public highway; thence running along said highway North 50 degrees East 65.54 rods to the Northeast line of said Southwest half ( $\frac{1}{2}$ ) of said Southwest half ( $\frac{1}{2}$ ) of said section; thence with said line North 40 degrees West 94.50 rods to the Southeast line of the ground occupied by the Chicago, Indianapolis and Louisville, Railway, and thence in a Southwesterly direction along said right of way line 69.25 rods to the place of beginning, containing Thirty-four and thirty-six hundredths (34.36) acres, more or less. (And other land described)

Also a right of way across a tract of 6.50 acres which lies northwest of said railway tract, which servient tract is owned by William S. and Emma Washburn; containing in all One Hundred twenty and thirty-six hundredths (120.36) acres, more or less.

Acknowledged before Morris R. Parks, United States Commissioner, Tippecanoe County, Indiana. (Seal)

Deed Record  
263, Page 191  
Instr. #2419  
Feb. 24, 1956  
Recorded  
Mar. 20, 1959

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John A. Terman and  
Nellie A. Terman,  
husband and wife,  
Parties of the First Part,  
and  
Herbert Hammer and  
Mildred Hammer,

CONTRACT AND AGREEMENT

husband and wife, Parties of the Second Part.

WITNESSETH: Parties of the first part agree to sell and parties of the second part agree to purchase the following described real estate situate in the County of Tippecanoe, Indiana, bounded as follows:

NOTE: The land here described being identical and the same as described in Deed shown at No. 7 of this Abstract of Title.

For and in consideration of the full amount of Sixteen Thousand and no/100 Dollars (\$16,000.00), paid and to be paid as follows: The sum of One Thousand and no/100 Dollars (\$1000.00) cash in hand paid, upon the execution of this contract, the receipt of which is hereby acknowledged; and the balance of \$15,000.00 to be paid as follows: To be paid in monthly installments, beginning on April 1, 1956 at the rate of \$62.50 and continuing through March 1, 1957, on the first day of each month, the sum of \$62.50 which constitute the interest, at the rate of 5% per annum, and a payment on the principal on March 1, 1957, at not less than \$840.00, which shall be due and payable on or before March 1, 1957, continuing at the rate of \$840.00 or any amount in excess of this amount, to be due and payable on the first day of each March hereafter until the entire amount unpaid under this contract shall



be paid in full, that the monthly installments to be paid on the first day of each month, which shall vary according to the amount of interest due on the principal amount to be computed at the rate of 5% per annum on the unpaid balance herein. It being understood herein that the parties of the second part are granted the privilege of paying any amount in excess of the monthly interest payment or the annual payment of \$840.00 on principal, if they so desire.

(See Record for further details of this Contract)

Subscribed and sworn to before Mabel F. Gillian,  
Notary Public, Tippecanoe County, Indiana. (Seal)  
Commission expires June 18, 1958.

Deed Record  
263, Page 198  
Instr. #2460  
March 21, 1959  
Recorded  
March 23, 1959

Herbert Hammer and  
Mildred Hammer,  
husband and wife,  
to  
John A. Terman and  
Nellie A. Terman,  
husband and wife.

QUIT CLAIM DEED \$1682.18

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A part of the South West half of the South West half of Section Five (5) in Burnetts Reserve below the mouth of Tippecanoe River in Township Twenty-four (24) North, Range Four (4) West, described as follows, to-wit:

Beginning on the South West line of Section Five (5) at a point Thirty-two and 72/100 (32.72) rods south east from the Northwest corner of said Section; and running thence with said line south forty (40) degrees east seventy-three and 24/100 (73.24) rods to a stone in the public highway; thence along said highway north fifty (50) degrees east sixty-five and 54/100 (65.54) rods to the northeast line of said southwest half of said South West half of said section; thence with said line north 40 degrees west ninety-four and 50/100 (94.50) rods to the south east line of the ground occupied by the Chicago, Indianapolis and Louisville Railway, and thence in a south westerly direction along said right of way line sixty-nine and 25/100 (69.25) rods to the place of beginning, containing thirty-five and 20/100 (35.20) acres, more or less.

ALSO, a right of way across a tract of six and 50/100 (6.50) acres, which lies North West of said Railway track, which serviant tract is owned by William S. and Emma Washburn.

Acknowledged by \_\_\_\_\_ before Lloyd W. Littell,  
Notary Public, \_\_\_\_\_ County, Indiana. (Seal)  
Commission expires Sept. 16, 1961.

Prepared by the law office of Martin & Littell,  
Member of Indiana Bar Association.

Deed Record  
263, Page 199  
Instr. #2461  
March 21, 1959  
Recorded  
March 23, 1959

John A. Terman and  
Nellie A. Terman,  
husband and wife,  
and  
Benedict Burkart, and  
Mary Elizabeth Burkart,,  
husband and wife.

CONTRACT OF SALE

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WITNESSETH: That the Sellers promise and agree to sell and convey to the Purchasers and the Purchasers promise and agree to purchase of and from the Sellers the real estate located in Tippecanoe Township, Tippecanoe County, Indiana, being described as follows, to-wit:



A part of the South West half of the South west half of Section five (5) in Burnett's reserve below the mouth of Tippecanoe River, in Township Twenty-four (24) North, Range Four (4) West, described as follows, to-wit:

Beginning on the South West line of Section Five (5) at a point Thirty-two and 72/100 (32.72) rods south east from the North west corner of said section; and running thence with said line south Forty (40) degrees east seventy-three and 24/100 (73.24) rods to a stone in the public highway; thence along said highway North fifty (50) degrees east Sixty-five and 54/100 (65.54) rods to the north east line of said south west half of said south west half of said section; thence with said line north 40 degrees west, ninety-four and 50/100 (94.50) rods to the south east line of the grounds occupied by the Chicago, Indianapolis and Louisville Railway; and thence in a south westerly direction along said right of way line sixty-nine and 25/100 (69.25) rods to the place of beginning, containing thirty-five and 20/100 acres more or less.

Also a right of way across a tract of six and 50/100 (6.50) acres which lies north west of said railway track, which serviant tract is owned by William S. and Emma Washburn. All of the above described real estate located in Tippecanoe County, State of Indiana.

The Sellers and Purchasers further mutually covenant and agree as follows:

I. Purchase Price: The Purchasers agree to purchase said real estate and pay therefor the sum of Fifteen Thousand Five Hundred (\$15,500.00) ----, as follows:

(a) Two thousand dollars (\$2,000.00) cash paid upon the execution of this agreement, receipt of which is hereby acknowledged.

(b) The balance of \$13,500.00 to be paid as follows: To be paid in monthly installments, beginning on May 1, 1959, at the rate of \$56.25, and continuing through April 1, 1960, on the first day of each month, the sum of \$56.25, which constitutes the interest, at the rate of 5% per annum, and a payment on the principal on April 1, 1960, at not less than \$840.00, which shall be due and payable on or before April 1, 1960; continuing at the rate of \$840.00, or any amount in excess of this amount, to be due and payable on the first day of each April hereafter until the entire amount unpaid under this contract shall be paid in full; with the monthly installments to be paid on the first day of each month, which shall vary according to the amount of interest due on the principal amount to be computed at the rate of 5% per annum on the unpaid balance herein. It being understood herein that the parties of the second part are granted the privilege of paying any amount in excess of the monthly interest payment, or the annual payment of \$840.00 on principal, if they so desire.

2. Place of Payment: All installments of payments made hereunder shall be paid to the Sellers at Rural Route #3, Flippin, Arkansas, unless otherwise directed in writing by the said Sellers.

3. Possession: (a) of the farm land is simultaneous with this agreement. (b) of the house and buildings on or before May 1, 1959.

4. Warranty Deed: The Sellers agree to execute their Warranty Deed and deliver the same to the purchasers at the time of the final payment by the Purchasers under this contract, subject to the taxes from the date of said final payment and subject also to the restrictions and easements of record at said time.

5. Abstract of Title: The Sellers represent that they have good title to said real estate and agree to submit the abstract of title to the subject premises, with the same continued to date at the time of the final payment of the Purchasers and allow the Purchasers time to have said abstract of title examined prior to said date of final payment.



6. Insurance: The Purchasers agree to obtain and keep in effect a policy of casualty, fire and windstorm insurance with some reputable insurance company covering the improvements on the subject premises in an amount equal at all times to the Sellers equity therein, with the Sellers' name appearing on said policy covering their interest as the same may appear.

(7) Taxes: The Sellers agree to pay the 1958 taxes due and payable in May and November, 1959, and the Purchasers agree and assume to pay the 1959 taxes and all subsequent taxes.

(8) Maintenance and Changes: The Purchasers agree to keep the premises in as good a state of repair as they are at present, ordinary wear and the ravages of weather excepted; the Purchasers further agree that they will effect no external changes in the improvements on said premises without the written permission of the Sellers; that the Sellers agree that the Purchasers may make whatever improvements the Sellers desire and may make any interior alteration on any of the presently existing improvements without the written consent of the Sellers.

(9) Assignment: There shall be no assignment of this agreement without the written consent of the Sellers.

(10) Default: It is expressly understood and agreed that if the Purchasers default on any of their obligations hereunder or fail to make the installments as set out in Clause I above, for a period of thirty (30) days, all right, title and interest of the Purchasers in and to said real estate and improvements under this agreement shall terminate, at the option of the Seller upon (10) ten days written notice of such default being given the Purchasers, unless within such period the Purchasers shall cure such default, and upon such real estate, expel the Purchasers therefrom without in any manner being trespassers and shall have the right to retain and hold benefits of all previous payments heretofore made by the Purchasers as liquidated damages and not as a penalty.

(11) Successors: The covenants and agreements herein contained shall extend to and be binding upon the parties and their successors.

Executed the day hereinbefore first written.

John A. Terman	Benedict Burkartt
Nellie A. Terman	Mary Elizabeth Burkartt.
Sellers	Purchasers

State of Indiana  
County of Tippecanoe SS:

Before me, the Undersigned, a Notary Public in and for said County and State personally appeared John A. Terman and Nellie A. Terman, husband and wife and Benedict Burkart and Mary Elizabeth Burkart, husband and wife and executed the foregoing Contract of Sale of Real Estate to be their voluntary act and deed.

Witness my hand and notarial seal this 21st day of March, 1959  
Lloyd W. Littell, Notary Public,

(Seal)

My commission expires: September 16, 1961.

Mortgage Record  
252, Page 118  
Instr. #49614  
Aug. 24, 1955  
Recorded  
Sept. 2, 1955

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John A. Terman and  
Nellie A. Terman,  
his wife,

MORTGAGE

to  
THE FEDERAL LAND BANK OF LOUISVILLE.

A part of the southwest half of the southwest half of Section 5 in Burnett's Reserve below the mouth of Tippecanoe River, in township 24 north, range 4 west, described as follows, to-wit:

Beginning on the southwest line of section 5 at a point 32.72 rods southeast from the northwest corner of said section; and running thence with said line south 40 degrees east 73.24 rods to a stone in the public highway; thence along said highway north 50 degrees east 65.54 rods to the northeast line of said southwest half of said southwest half of said section; thence with said line north 40 degrees west 94.50 rods to the southeast line of the ground occupied by the Chicago, Indianapolis and Louisville Railway; and thence in a southwesterly direction along said right of way line 69.25 rods to the place of beginning, containing 35.20 acres, more or less.

ALSO a right of way across a tract of 6.50 acres which lies northwest of said railway tract, which serviant tract is owned by William S. and Emma Washburn.

(And other land described)

Containing in all the above described land 146.30 acres, more or less, but subject to all legal highways.

THIS MORTGAGE is given to secure the payment of a mortgage note of even date herewith executed and delivered by the Mortgagor to the Mortgagee in principal sum of TEN THOUSAND Dollars with interest on said principal sum or the unpaid balance thereof, at the rate of four (4%) per centum per annum payable semi-annually, said principal being payable on an amortization plan, in semi annual installments, the last installment being due on the first day of March, 1989 without any relief whatever from valuation or appraisal laws, and the Mortgagor further promises and agrees to pay reasonable attorneys fees.

The right is expressly reserved to the holder thereof to extend the time of payment.

Acknowledged before Elizabeth M. Heslar, Notary Public, Tippecanoe County, Indiana. (Seal) Commission expires January 12, 1957.



Old Age  
Assistance Search

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

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:

Herbert Hammer  
and  
Mildred Hammer  
jointly and  
not individually

from November 19, 1955  
to March 23, 1959

John A. Terman

for the 10 years last past  
and against none other.

John A. Terman  
and  
Nellie A. Terman,  
jointly and  
not individually

for the 10 years last past  
and against none other.

Benedict Burkart and  
Mary Elizabeth Burkart,  
jointly and  
not individually

for the 10 years last past  
and against none other.

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Taxes for the year 1963 and prior years paid in full.

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Taxes for the year 1964 on the real estate for which this Abstract is prepared are assessed in the name of John A. Terman and are due and payable on or before the first Mondays in May and November of 1965.

May Installment	\$88.83	PAID
November Installment	\$88.83	PAID

Assessed Valuation:

Land \$2010.00    Improvements \$2230.00    Exemption -----

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Taxes for the year 1965 now a lien.