

Date by Warrant No. 155,208 **WARRANTY DEED**

Project RSG-3332(1)
Code 1705
Parcel 4

Dated May 22 1981
This Instrument Witnesseth, That

2885

BOOK 268 PAGE 112

Clyde K. Layman and Mabel Jean Layman (Adults
husband and wife)

ENTERED FOR RECORD

Duly entered for taxation this Feb

BOOK 268 JUN 19 1981

day of June 1981

Marville Abbott
RECORDER HENDRICKS COUNTY

Stinson J. Nash
AUDITOR HENDRICKS COUNTY

of Hendricks County, in the State of Indiana Convey and Warrant to

the STATE OF INDIANA for and in consideration of Four thousand two hundred and no/100 (4200.00) Dollars,

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

A part of the West Half of the Southwest Quarter of Section 21, Township 15 North, Range 2 West, Hendricks County, Indiana, described as follows: Commencing at the southwest corner of said section; thence North 0 degrees 08 minutes 24 seconds West 1,350.53 feet along the west line of said section to the prolonged southern boundary of a county road; thence North 76 degrees 21 minutes 00 seconds East 164.67 feet along the prolonged southern boundary and the southern boundary of said county road to the point of beginning of this description; thence South 62 degrees 27 minutes 48 seconds West 123.88 feet; thence South 0 degrees 09 minutes 00 seconds East 85.00 feet; thence South 5 degrees 51 minutes 38 seconds East 502.49 feet; thence South 0 degrees 09 minutes 00 seconds East 222.28 feet to the northwestern line of the right of way of the Cleveland, Cincinnati, Chicago and St. Louis Railway Company (Conrail); thence South 60 degrees 43 minutes 30 seconds West 17.26 feet along said northwestern line to the northeastern boundary of S.R. 75; thence North 28 degrees 35 minutes 00 seconds West 67.11 feet along the boundary of said S.R. 75; thence along said boundary Northwesterly 91.14 feet along an arc to the right and having a radius of 831.47 feet and subtended by a long chord having a bearing of North 25 degrees 26 minutes 35 seconds West and a length of 91.10 feet; thence North 0 degrees 06 minutes 51 seconds East 647.87 feet along said boundary to the southeastern boundary of the intersection of said S.R. 75 and said county road; thence North 23 degrees 26 minutes 00 seconds East 59.85 feet along the boundary of the intersection of said S.R. 75 and said county road to the southern boundary of said county road; thence North 76 degrees 21 minutes 00 seconds East 122.40 feet along the boundary of said county road to the point of beginning and containing 1.135 acres, more or less.

Also, a part of the West Half of the Southwest Quarter of Section 21, Township 15 North, Range 2 West, Hendricks County, Indiana, described as follows: Commencing at the northwest corner of the Southwest Quarter of the Northwest Quarter of said section; thence South 0 degrees 08 minutes 24 seconds East 2,520.21 feet (deduced from Deed Record 112, page 107) along the west line of said section to the northwest corner of the owners' land; thence South 89 degrees 41 minutes 43 seconds East 19.84 feet along the north line of the owners' land to the northeastern boundary of the intersection of a county road and S.R. 75 and the point of beginning of this description; thence South

Revised 3-9-81 LJ
MAY 7 1981
JWY

Page 1
This Instrument Prepared by John W. Brossart

Project RSC-3332(1)
Code 1705
Parcel 4

BOOK 268 PAGE 13

89 degrees 41 minutes 43 seconds East 40.26 feet along said north line; thence South 0 degrees 09 minutes 00 seconds East 21.04 feet; thence South 89 degrees 07 minutes 46 seconds East 100.26 feet to the northern boundary of said county road; thence South 76 degrees 21 minutes 00 seconds West 119.85 feet along the northern boundary of said county road to the northeastern boundary of the intersection of said county road and S.R. 75; thence North 25 degrees 02 minutes 48 seconds West 56.36 feet along the boundary of the intersection of said county road and S.R. 75 to the point of beginning and containing 0.062 acres, more or less.

MAY 7 1981

Revised
3-9-81 1j

Project RSG-3332(1)
Code 1705
Parcel 4

BOOK 268 PAGE 111

Land and improvements \$ 2395.00 Damages \$ 1805.00 Total consideration \$ 4200.00

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).

In Witness Whereof, the said Grantors,

have hereunto set ~~their~~ hands and seal o, this 22nd day of April 1981

.....	(Seal)	.....	(Seal)
<u>Clyde K. Layman</u>	(Seal)	<u>Mabel Jean Layman</u>	(Seal)
<u>Clyde K. Layman (Adult husband)</u>	(Seal)	<u>Mabel Jean Layman (Adult wife)</u>	(Seal)
.....	(Seal)	.....	(Seal)
.....	(Seal)	.....	(Seal)
.....	(Seal)	.....	(Seal)
.....	(Seal)	.....	(Seal)
.....	(Seal)	.....	(Seal)
.....	(Seal)	.....	(Seal)
.....	(Seal)	.....	(Seal)
.....	(Seal)	.....	(Seal)
.....	(Seal)	.....	(Seal)
.....	(Seal)	.....	(Seal)
.....	(Seal)	.....	(Seal)
.....	(Seal)	.....	(Seal)
.....	(Seal)	.....	(Seal)

STATE OF INDIANA, Hendricks County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd

day of April, A. D. 1981; personally appeared the within named

Clyde K. Layman and Mabel Jean Layman (Adults husband and 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 September 7 1984 Philip W. Wertenberger 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 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

WARRANTY DEED

FROM

TO

STATE OF INDIANA

Received for record this _____

day of _____, 19____

at _____ o'clock _____ m, and

Recorded in Book No. _____ page _____

Recorder _____ County _____

Endorsed NOT TAXABLE this _____

day of _____, 19____

Auditor _____ County _____

Division of Land Acquisition
Indiana State Highway Commission

My Commission expires _____

Witness my hand and official seal.

the _____ day of _____, 19____

above named and duly acknowledged the execution of the above release

Personally appeared before me _____

State of _____

County of _____

} ss: _____

(Seal) _____

(Seal) _____

action, this _____ day of _____, 19____

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-

My Commission expires _____

Notary Public _____

edged the same to be _____

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

voluntary act and deed, for the uses and purposes herein mentioned.

Grantor _____ in the above conveyance, and acknowl-

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: _____

My Commission expires _____

Notary Public _____

edged the same to be _____

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

voluntary act and deed, for the uses and purposes herein mentioned.

Grantor _____ in the above conveyance, and acknowl-

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: _____

My Commission expires _____

Notary Public _____

edged the same to be _____

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

voluntary act and deed, for the uses and purposes herein mentioned.

Grantor _____ in the above conveyance, and acknowl-

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: _____

Notary Public

1705

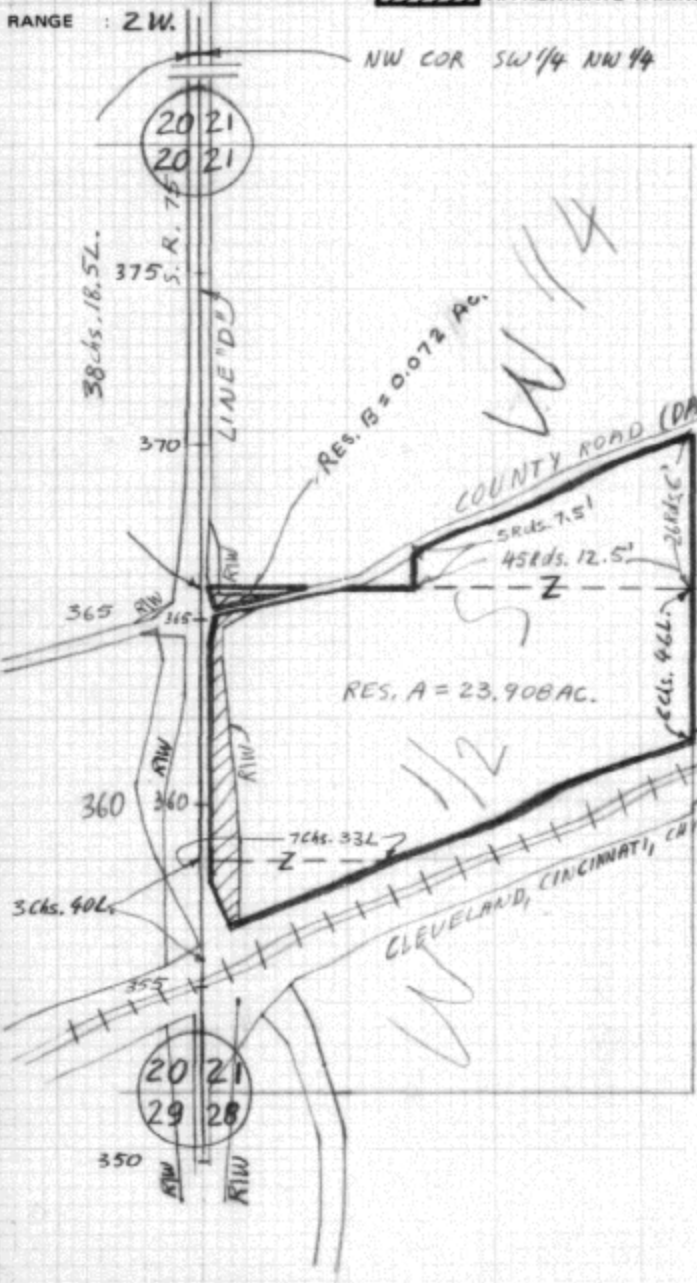
PARCEL NO. 4
PROJECT NO. RSG-3332(1)
ROAD NO. S. R. 75
COUNTY : HENDRICKS
SECTION : 21
TOWNSHIP: 15N.
RANGE : 2W.

OWNER LAYMAN, CLYDE K. ET UX.
DEED RECORD 169 PAGE 275-276 DATED 1/3/55

DRAWN BY: J. HASA 2/27/80
CHECKED BY: RON RANEY 3-20-80

 HATCHED AREA IS THE APPROXIMATE TAKING

SCALE: 1" = 400'



TOTAL AREA = 26.210 AC.
 RW EXISTING = 1.033
 NET TOTAL AREA = 25.177 AC.

REV. RW EXISTING, NET TOTAL AREA, §
 RES. B, 3-3-81, B. Wood

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 — 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46209

May 29 19 81

To Clyde K. and Mable Jean Layman
R.R. 1
Coatesville, Indiana 46121

GENTLEMEN:

We enclose State Warrant No. 4551208 May 22 19 81
in settlement of the following vouchers: Transmittal # 81-308

Description	Amount
For Purchase _____ on State Road No. 75 _____ in Hendricks _____ County, Project RSG-3332(1) _____ Parcel No. 4 _____ as per Grant/Warranty Deed, Dated April 22, 1981 _____	\$4,200 00

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received:

By

Clyde K. Layman
Mable Jean Layman

Date

June 2 - 1981

PAYEE NAME AND ADDRESS

Clyde K. Layman
Mabel Jean Layman
RR #1
Cutsville In 46121

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

Account Number: 400-861611-
State Agency: State Highway Commission 800
Appr. Name: Construction
State Share: \$ _____
Federal Share: \$ _____
Total Amt. of Check: \$ _____

DISTRIBUTION

DATE	Month: <u>4</u>	Day: <u>27</u>	Year: <u>81</u>	Project Number	Prefix: <u>204</u>	Number: <u>3332</u>	Part: <u>1</u>	
LOCATION CODE	5 0 0			Federal Code 1 or 2	Cost Account	Dr.=1 Cr.=2	Amount	
FUNCTION CODE	3 5			1	4711		227.00	
OBJECT CODE	6 1 1			1	4731		1905.00	
PARCEL NO.	4							
COUNTY NAME & NO.	Hennricks 32							
							Total	4200.00

Purpose of This Payment:

Purchase of Road

FOR HIGHWAY USE ONLY		
C/A	STATE	FEDERAL

Check Delivery Instructions: Yes (See reverse side)

Send when ready

CLAIMANTS

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

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

INTERNAL REVIEW, L.A. DIV.
APR 29 1981
DATE: _____
BY: _____

 Clyde K. Layman Signature if individual
 Clyde K. Layman Signature if individual

 Received Approval: _____
 Date: 4/29/81

LIENHOLDERS

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

_____ X _____ (If a firm or corporation, give name)
 _____ X By _____ Title
 Grant Approved as to Form and ~~Real Estate~~ Abstract Checked, Excepting Real Estate Description. Preliminary
Jeffrey A. Fisher 5/12/81
 Deputy Attorney General Date
 Payment Approved as to Account No. and Funds Available.
Stanley E. Nicol MAY 20 1981
 Contact Date

Approved: _____
 Member, Indiana State Highway Commission Date
 Vice Chairman, Indiana State Highway Commission Date

Approved: Donald E. Christy MAY 13 1981
 Chief, Division of Land Acquisition Date

Approved: John W. Broun MAY 13 1981
 CHIEF, DIV. L.A. Date



INDIANA STATE HIGHWAY COMMISSION
 100 North Senate Avenue
 Indianapolis, Indiana 46204

Room 1101, State Office Building
 317-232-5533

PH1-2-70

CLOSING STATEMENT

Project: BGS-3332(1)
 Parcel: 4
 Fee Owner: Clyde K. and Mable ^{g.} Layman
 Address of Property: R.R. 1
 Coatesville, Indiana 46121
 Purchase Price: \$ 4,200.00

Less 1st Mortgage to	_____	_____
Less 2nd Mortgage to	_____	_____
Less Assignment of Rents to	_____	_____
Less Barrett Law	_____	_____
Less Retained	_____	_____
Less Taxes	_____	_____
Less Judgements	_____	_____
Amount due to Contract Buyers	_____	_____
Amount due to Fee Owners	_____	_____

TOTAL DISBURSEMENTS _____ \$ 4,200.00

Acknowledge receipt of copy of this statement, and agree to the amounts shown above:

Fee Owners Clyde K. Layman Mabel Jean Layman
 Contract Buyers _____

I certify that the above are true and correct.

Name James R. Stork

Date JUN 01 1981

If you decide to accept the offer of \$ 4200.00 made by the Indiana State Highway Commission, sign your name below and mail this form to the address indicated above. An additional copy of this offer has been provided for your file.

ACCEPTANCE OF OFFER

* (We), Clyde K. Layman and Mabel Jean Layman,

landowner(s) of the above described property or interest in property, hereby accept the offer of \$ 4200.00 made by the Indiana State Highway Commission on this 22nd day of April, 19 41.

Clyde K. Layman

Mabel Jean Layman

NOTARY'S CERTIFICATE

STATE OF Indiana }
COUNTY OF Hendricks } SS:

Subscribed and sworn to before me this 22nd day of April, 19 41.

My Commission Expires: September 7 1944

Philip V. Wertenberger
(Signature)

Philip V. Wertenberger
(Printed) NOTARY PUBLIC

Re-Review

Control

1705

CERTIFICATE OF REVIEW APPRAISER AND CONCLUSION OF FAIR MARKET VALUE

Indiana State Highway Commission - Division of Land Acquisition

Project RS6 3332(1) Road SE 70 County HENDRICKS Owner CLYDE LAYMAN Parcel # 4

	1st APPRAISAL	2nd APPRAISAL	3rd APPRAISAL	4th APPRAISAL	REVIEWER'S
APPRaiser	<i>DARRELL BUNNELL</i>				VALUE IF DIFFERENT FROM APPRAISAL
FEE (F), STAFF (S), OWNER (O)	<i>STAFF</i>				
DATE OF APPRAISAL	<i>11/19/80</i>				
BEFORE VALUE	<i>\$54,406.⁰⁰</i>				<i>\$54,406.⁰⁰</i>
AFTER VALUE	<i>\$50,191.⁰⁰</i>				<i>\$50,206.⁰⁰</i>
DIFFERENCE	<i>\$4,215.⁰⁰</i>				<i>\$4,200.⁰⁰</i>
LAND &/OR IMPROVEMENTS	<i>\$2,410.⁰⁰</i>				<i>\$2,395.⁰⁰</i>
LOSS IN VALUE TO REMAINDER	<i>\$1,805.⁰⁰</i>				<i>\$1,805.⁰⁰</i>
ESTIMATED COMPENSATION (DUE PROPERTY OWNER)	<i>\$4,215.⁰⁰</i>				<i>\$4,200.⁰⁰</i>
NON-COMPENSABLE ITEM	<i>N/A</i>				<i>N/A</i>
CHECK (✓) IF APPROVED AS IS	<i>✓</i>				<i>✓</i>

REVIEWERS COMMENTS AND/OR CORRELATION (SEE ATTACHED SHEET)

I, the undersigned, certify that I have made a visual inspection of the subject and that I have inspected the comparables used in the appraisal (s). I also certify that I have no direct or indirect present or contemplated future personal interest in the subject property or in any benefit from its acquisition; and that my estimate of fair market value has been reached independently, based on appraisals and other factual data of record without collaboration or direction. Items compensable under State law, but not eligible for Federal reimbursement, if any, are set out in this review.

It is my understanding that the value estimate may be used in connection with a Federal-Aid highway project. I estimate the fair market value of the part taken, plus loss in value to the remainder (if any), as of 3/16/81 is \$ 4200.

DATE 3/16/81 SIGNED *Edward E. Taylor* DATE _____ SIGNED _____
 1st REVIEW APPRAISER 2nd REVIEW APPRAISER

DATE _____ APPROVED _____
 CHIEF REVIEW APPRAISER

APPROVED APPRAISAL AMT. FOR 1.197 A REQUIRED R/W \$ \$4,200.⁰⁰
 (AREA SIZE)

APPROVED APPRAISAL AMT. FOR _____ EXCESS LAND \$ _____
 (AREA SIZE)

I certify that the above tabulation contains all appraisals made and no changes or alterations have been made therein since the reviewer's determination of value was established, except as documented above, and with the knowledge of the original reviewer. This certification is prepared and submitted in accordance with Federal Highway Administration PPM-80-1, Section 5, Paragraph 3c.

SIGNED: *William D. White*
 TITLE: ASSISTANT CHIEF APPRAISER
 MAR 17 1981 INDIANA STATE HIGHWAY COMMISSION

HISTORIC DATA

APPRAISER'S NAME	APPRAISED AMOUNT			DATE OF APPRAISAL		DATE OF APPR REVIEW			AMOUNT PAID FOR BUILDINGS			PROPERTY USE	L.A. CODE			
	26	29	32	35	37	39	41	43	45	47	50			53	56	75	79
<i>DARRELL BUNNELL</i>			<i>4200⁰⁰</i>			<i>3/16/81</i>			<i>3/16/81</i>				<i>00</i>	<i>RUL</i>	<i>1705</i>	<i>71</i>

Re-review

INDIANA STATE HIGHWAY COMMISSION, DIVISION OF LAND ACQUISITION, INDIANAPOLIS, INDIANA
STATEMENT OF THE BASIS FOR JUST COMPENSATION

1. This is a written statement of, and summary of the basis for, the amount established through the appraisal process as just compensation for the purchase of this right of way for highway purposes. The amount set forth in Item 5 below represents fair market value and said amount is not less than the State's approved appraised value. P.L. 91-646 provides that said value disregards any decrease or increase in fair market value of the property prior to the date of valuation caused by the public improvement for which the property is acquired other than physical deterioration within reasonable control of the owner.

2. The legal description of this acquisition is set forth in the instrument of conveyance in the following identified parcel and this acquisition is identified in Highway Commission records as:

Project RS6 3332(1) Parcel 4 Road SR 75 County HENDRICKS
Owner(s) CLYDE K LAYMAN RTUX

3. Interest(s) being acquired: FEE SIMPLE
The amount in Item 5 below includes payment for the purchase of all interests in the real property and no separately held interest, if any, is being acquired separately in whole or part.

4. This acquisition is (check one): a. () -- A total taking of the real property.
b. () -- A partial taking of the real property.

5. The State's Offer: Just compensation has been determined by standard and accepted real property appraisal practices and procedures.

The State's offer for the purchase of this real property is: \$ 4200

6. The amount in Item 5 above includes damages such as loss in value to remainder land and/or improvements and other damages, if any. These values, if any, are as follows:

- a. Loss in value to remainder (severance damages) \$ 0
b. Other damages (Itemize) COST TO CURE \$ 1,405.⁰⁰
Total Damages: \$ 1,405.⁰⁰

7. Buildings: The amount in Item 5 above includes payment for the purchase of certain buildings and improvements and their ownership shall pass to the State. These buildings and improvements are identified as follows:

MA

8. Land Improvements, Fixtures, Equipment, Machinery, Signs, Etc.: The amount in Item 5 above includes payment for the purchase of the aforementioned items, and their ownership shall pass to the State. Unless otherwise stated below, said items are now owned by the landowner.

CUT TO CORE FENCE

9. Remarks: _____

3/16/91
Date

Sharon E. Taylor
Signature

Parcel

CERTIFICATE OF REVIEW APPRAISER AND CONCLUSION OF FAIR MARKET VALUE

Indiana State Highway Commission - Division of Land Acquisition

Project RS63332(1) Road SR75 County HENRICKS Owner CLYDE LAYMAN Parcel # 4

	1st APPRAISAL	2nd APPRAISAL	3rd APPRAISAL	4th APPRAISAL	REVIEWER'S
APPRaiser	BUNNELL				VALUE IF DIFFERENT FROM APPRAISAL
FEE (F), STAFF (S), OWNER (O)	STAFF				
DATE OF APPRAISAL	11/19/80				
BEFORE VALUE	\$54,406.00				
AFTER VALUE	\$52,191.00				
DIFFERENCE	\$4,215.00				
LAND &/OR IMPROVEMENTS	\$2,410.00				
LOSS IN VALUE TO REMAINDER	\$1,805.00				
ESTIMATED COMPENSATION (DUE PROPERTY OWNER)	\$4,215.00				
NON-COMPENSABLE ITEM	N/A				
CHECK (✓) IF APPROVED AS IS	✓				

REVIEWERS COMMENTS AND/OR CORRELATION (SEE ATTACHED SHEET)

I, the undersigned, certify that I have made a visual inspection of the subject and that I have inspected the comparables used in the appraisal (s). I also certify that I have no direct or indirect present or contemplated future personal interest in the subject property or in any benefit from its acquisition; and that my estimate of fair market value has been reached independently, based on appraisals and other factual data of record without collaboration or direction. Items compensable under State law, but not eligible for Federal reimbursement, if any, are set out in this review.

It is my understanding that the value estimate may be used in connection with a Federal-Aid highway project. I estimate the fair market value of the part taken, plus loss in value to the remainder (if any), as of 11/19/80 is \$ 4,215.00.

DATE 1/22/81 SIGNED Samuel E. White DATE _____ SIGNED _____
 1st REVIEW APPRAISER 2nd REVIEW APPRAISER
 DATE _____ APPROVED _____
 CHIEF REVIEW APPRAISER

APPROVED APPRAISAL AMT. FOR 1.205 Ac. REQUIRED R/W \$ 4,215.00
 (AREA SIZE)

APPROVED APPRAISAL AMT. FOR _____ EXCESS LAND \$ _____
 (AREA SIZE)

I certify that the above tabulation contains all appraisals made and no changes or alterations have been made therein since the reviewer's determination of value was established, except as documented above, and with the knowledge of the original reviewer. This certification is prepared and submitted in accordance with Federal Highway Administration PPM-80-1, Section 5, Paragraph 3c.

SIGNED: William P. White
 TITLE: ASSISTANT CHIEF APPRAISER
 1-26-81 INDIANA STATE HIGHWAY COMMISSION

HISTORIC DATA

APPRAISER'S NAME	APPRAISED AMOUNT			DATE OF APPRAISAL			DATE OF APPR REVIEW			AMOUNT PAID FOR BUILDINGS			PROPERTY USE	L.A. CODE
	26	29	32	35	37	39	41	43	45	47	50	53	56	75
BUNNELL			4,215.00	11	19	80	1	22	81				00	RURL 1705

INDIANA STATE HIGHWAY COMMISSION, DIVISION OF LAND ACQUISITION, INDIANAPOLIS, INDIANA
STATEMENT OF THE BASIS FOR JUST COMPENSATION

1. This is a written statement of, and summary of the basis for, the amount established through the appraisal process as just compensation for the purchase of this right of way for highway purposes. The amount set forth in Item 5 below represents fair market value and said amount is not less than the State's approved appraised value. P.L. 91-646 provides that said value disregards any decrease or increase in fair market value of the property prior to the date of valuation caused by the public improvement for which the property is acquired other than physical deterioration within reasonable control of the owner.

2. The legal description of this acquisition is set forth in the instrument of conveyance in the following identified parcel and this acquisition is identified in Highway Commission records as:

Project R56-3332(1) Parcel 4 Road SR 75 County HENDRICKS

Owner(s) CLYDE LAYMAN ET VX

3. Interest(s) being acquired: 1-FE SIMPLE
The amount in Item 5 below includes payment for the purchase of all interests in the real property and no separately held interest, if any, is being acquired separately in whole or part.

4. This acquisition is (check one): a. () -- A total taking of the real property.
b. (✓) -- A partial taking of the real property.

5. The State's Offer: Just compensation has been determined by standard and accepted real property appraisal practices and procedures.
The State's offer for the purchase of this real property is: \$ 4,215.00

6. The amount in Item 5 above includes damages such as loss in value to remainder land and/or improvements and other damages, if any. These values, if any, are as follows:

- a. Loss in value to remainder (severance damages) \$ -0-
b. Other damages (Itemize) COST-TO-CURE \$ 4,805.00
Total Damages: \$ 4,805.00

7. Buildings: The amount in Item 5 above includes payment for the purchase of certain buildings and improvements and their ownership shall pass to the State. These buildings and improvements are identified as follows:

N/A

8. Land Improvements, Fixtures, Equipment, Machinery, Signs, Etc.: The amount in Item 5 above includes payment for the purchase of the aforementioned items, and their ownership shall pass to the State. Unless otherwise stated below, said items are now owned by the landowner. COST-TO-CURE FENCE

9. Remarks: N/A

1/22/81
Date

[Signature]
Signature

Cont'd

CERTIFICATE OF REVIEW APPRAISER AND CONCLUSION OF FAIR MARKET VALUE

Indiana State Highway Commission - Division of Land Acquisition

Project R56 3332(1) Road SR75 County HENDRICKS Owner CLYDE LAYMAN Parcel # 4

	1st APPRAISAL	2nd APPRAISAL	3rd APPRAISAL	4th APPRAISAL	REVIEWER'S VALUE IF DIFFERENT FROM APPRAISAL
APPRAISER	BUNNELL				
FEE (F), STAFF (S), OWNER (O)	STAFF				
DATE OF APPRAISAL	11/19/80				
BEFORE VALUE	\$54,406.00				
AFTER VALUE	\$52,191.00				
DIFFERENCE	\$4,215.00				
LAND &/OR IMPROVEMENTS	\$2,410.00				
LOSS IN VALUE TO REMAINDER	\$4,805.00				
ESTIMATED COMPENSATION (DUE PROPERTY OWNER)	\$4,215.00				
NON-COMPENSABLE ITEM	N/A				
CHECK (✓) IF APPROVED AS IS	✓				

REVIEWERS COMMENTS AND/OR CORRELATION (SEE ATTACHED SHEET)

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DATE 1/22/81 SIGNED Samuel E. White DATE _____ SIGNED _____
1st REVIEW APPRAISER 2nd REVIEW APPRAISER

DATE _____ APPROVED _____
CHIEF REVIEW APPRAISER

APPROVED APPRAISAL AMT. FOR 1.205 A. REQUIRED R/W \$ 4,215.00
(AREA SIZE)

APPROVED APPRAISAL AMT. FOR _____ EXCESS LAND \$ _____
(AREA SIZE)

I certify that the above tabulation contains all appraisals made and no changes or alterations have been made therein since the reviewer's determination of value was established, except as documented above, and with the knowledge of the original reviewer. This certification is prepared and submitted in accordance with Federal Highway Administration PPM-80-1, Section 5, Paragraph 3c.

SIGNED: William P. White
TITLE: ASSISTANT CHIEF APPRAISER
INDIANA STATE HIGHWAY COMMISSION
1-26-81

APPRAISER'S NAME	APPRAISED AMOUNT			DATE OF APPRAISAL			DATE OF APPR REVIEW			AMOUNT PAID FOR BUILDINGS			PROPERTY USE	L.A. CODE
	26	29	32	35	37	39	41	43	45	47	50	53	56	75
BUNNELL			4,215.00	11	19	80	1	22	81				00	RURL 1705

INDIANA STATE HIGHWAY COMMISSION, DIVISION OF LAND ACQUISITION, INDIANAPOLIS, INDIANA
STATEMENT OF THE BASIS FOR JUST COMPENSATION

1. This is a written statement of, and summary of the basis for, the amount established through the appraisal process as just compensation for the purchase of this right of way for highway purposes. The amount set forth in Item 5 below represents fair market value and said amount is not less than the State's approved appraised value. P.L. 91-646 provides that said value disregards any decrease or increase in fair market value of the property prior to the date of valuation caused by the public improvement for which the property is acquired other than physical deterioration within reasonable control of the owner.

2. The legal description of this acquisition is set forth in the instrument of conveyance in the following identified parcel and this acquisition is identified in Highway Commission records as:

Project R56-3332(1) Parcel 4 Road SR 75 County HENDRICKS
Owner(s) CLYDE LAYMAN ET UX

3. Interest(s) being acquired: FREE SIMPLE
The amount in Item 5 below includes payment for the purchase of all interests in the real property and no separately held interest, if any, is being acquired separately in whole or part.

4. This acquisition is (check one): a. () -- A total taking of the real property.
b. () -- A partial taking of the real property.

5. The State's Offer: Just compensation has been determined by standard and accepted real property appraisal practices and procedures.
The State's offer for the purchase of this real property is: \$ 4,215.00

6. The amount in Item 5 above includes damages such as loss in value to remainder land and/or improvements and other damages, if any. These values, if any, are as follows:

- a. Loss in value to remainder (severance damages) \$ -0-
b. Other damages (Itemize) COST-TO-CURE \$ 1,805.00
Total Damages: \$ 1,805.00

7. Buildings: The amount in Item 5 above includes payment for the purchase of certain buildings and improvements and their ownership shall pass to the State. These buildings and improvements are identified as follows:

N/A

8. Land Improvements, Fixtures, Equipment, Machinery, Signs, Etc.: The amount in Item 5 above includes payment for the purchase of the aforementioned items, and their ownership shall pass to the State. Unless otherwise stated below, said items are now owned by the landowner. COST-TO-CURE FENCE

9. Remarks: N/A

1/22/81
Date

[Signature]
Signature

SHORT FORM

APPRAISAL REPORT FOR THE INDIANA STATE HIGHWAY COMMISSION

(X) Partial Take () Total Take Page 1 of 6

Type of Property Agriculture
 Location Two miles north of Costesville on State Road 75 Project R3G-3332(1)
 Owner Glyde Layman Parcel No. 4
 Mail Address R.R. #1, Costesville, Indiana 46121 Road State Road 75
 Contract Buyer N/A County Hendricks
 Mail Address N/A Owner Glyde Layman
 Tenant N/A Address N/A Code: 1705
 Land Area: Before 25.203 acres After 23.998 acres Take 1.205 acres
 Temp R/W N/A Provisional R/W N/A Abutters Rights N/A

PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate the fair market value of the subject property, the fair market value of the part taken as permanent right-of-way (land, land improvements, building improvements), the cost-to-cure items of physical damage to the residue, if any, and the amount of compensation for use of temporary and provisional right-of-way. The interest appraised is "Fee Simple Estate" unless otherwise stated.

CERTIFICATE OF APPRAISER

I hereby certify:

That I have personally inspected the property herein appraised and that I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed herein are based is correct, subject to the limiting conditions herein set forth.

That I understand that such appraisal may be used in connection with the acquisition of right-of-way for a highway to be constructed by the State of INDIANA with the assistance of Federal aid highway funds, or other Federal funds.

That such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.

The owner or his designated representative was given an opportunity to accompany the appraiser during his inspection of the property.

Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded in determining the compensation for the property. (P.L. 91-646)

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the State highway department of said State or officials of the Federal Highway Admin. and I will not do so until so authorized by State officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That my opinion of fair market value for the property taken and minor cost-to-cure damage, if any, as of the 19th day of November 1980, which is the effective date of this appraisal and my last date of inspection, is \$ 4,215.00 based upon my independent appraisal and the exercise of my professional judgment.

SUMMARY OF ESTIMATES

BEFORE VALUE	Supported () Observed (X)	\$ <u>54,406.00</u>
Land Taken	\$ <u>2,410.00</u>	
Land Improvements	\$ <u>-0-</u>	
Improvements	\$ <u>-0-</u>	
Cost-To-Cure	\$ <u>1,805.00</u>	
Temp.-Prov. R/W	\$ <u>-0-</u>	
Total Due Owner	\$ <u>4,215.00</u>	
REMAINDER (Before Value Less Total Due)	\$ <u>50,191.00</u>	

Signature Darrell E. Bunnell
 Name Typed Darrell E. Bunnell
12-1-80 B-34173
 Date Signed 12-1-80 Broker No. B-34173

Reviewed ()
 Reviewed and ()
 Approved for Negotiations ()

Reviewer _____ Date _____

THIS APPRAISAL HAS NOT BEEN
 REVIEWED AS OF DEC 9 - 1980
 TRANSMITTED BY: William P. White

PROJECT RSG-3332(1) ROAD S.R. 75 COUNTY Hendricks PARCEL NO. 4

NARRATIVE DESCRIPTION OF TRACT, PART TO BE ACQUIRED, AND REMAINDER(S), if any: (Include neighborhood, location, size, site, description of improvements, land improvements, etc. as pertinent)

The subject property is located approximately two miles north of Coatesville on State Road 75. The property is north of the bridge that passess over the Conrail tracks. Located on the eastside of the highway the area where the subject property is located is composed primarily of agriculture and rural residential properties. The total area of the subject property is 25.203 acres more or less. The shape of the land is rectangular, while the topography is rolling. The property is bounded by the railroad on the south, State Road 75 on the west and County Road 250 South on the north. The land was being utilized for corn crop and has been harvested. There are no improvements on the property and the only land improvement is some fencing. For the proposed bridge project the State Highway Commission would like to acquire a tract of land that intersects the railroad and County Road 250 south. The size of this tract is 1.135 acres. There is also a small tract in the northeast quadrant of S.R. 75 and C.R. 250 south that will be acquired, this totals some .070 acres. Total land to be acquired equals 1.205 acres more or less. Also included in the take would be part of the fencing.

EXISTING USE AND HIGHEST AND BEST USE: (Explain if the two are different)

The existing use of the subject property is agricultural cropland. It is the opinion of this appraiser that the highest and best use would be the same.

OWNER CONTACT: The Layman's were contacted on 10/17/80. The Layman's declined the invitation to inspect with this appraiser their property involved in this acquisition. The property was inspected on 10/24/80, with a final inspection on 11/19/80.

ZONING AND LEGAL DESCRIPTION: (Be brief)

The area that the subject property is located is zoned general business. See legal description on page 6.

FIVE-YEAR SALES HISTORY	From	To	Date	Book	Page	Price	Verified	Indicated
	None							

BEFORE VALUE ESTIMATE FOR ENTIRE PARCEL: () Total Take

\$ 54,406.00

(Briefly explain your estimate if partial take)

The value for farmland such as the subject is \$2,000/ac., supported by comparables on page 3. A rough estimate for the value of the fence would be \$4,000, using the cost information on page 4 and taking into account depreciation.

$$\$2,000/ac. \times 25.203 = \$50,406 + \$4,000 \text{ for fence} = \$54,406.00$$

*** STATUS REPORT ***

STATE ROAD NO. 75

PROJECT RSG 3332 (1)

COUNTY Hendricks

PARCEL 4

DATE 4-24-81

THIS PARCEL WAS PURCHASED AS FOLLOWS:

NAME OF OWNER Clay K. Layman and Mabel Jean Layman (H&W)
ADDRESS RR #1 Coatesville In 46124

THIS IS A: ()-TOTAL TAKE, -PARTIAL TAKE, ()-TEMPORARY R/W ONLY
()-ACCESS RIGHTS ONLY, ()-TOTAL TAKE WITH EXCESS LAND

- 1. LAND AND IMPROVEMENTS-----\$ 2395.00
- 2. DAMAGES-----\$ 1805.00
- 3. TOTAL CONSIDERATION PAID-----\$ 4200.00
- 4. SALVAGE VALUE OF RETAINED IMPROVEMENTS-----\$ NONE
- 5. APPROVED APPRAISAL OFFER-----\$ 4200.00

DESCRIPTION OF BUILDINGS, STRUCTURES, SIGNS, AND LAND IMPROVEMENTS IN RIGHT-OF-WAY:

NONE

ADDRESS OR LOCATION OF ABOVE LISTED ITEMS IN THE RIGHT-OF-WAY: _____

NA

APPROVED [Signature]
4-28-81

Signed [Signature]
(Negotiator)

1705

Project RSG 3322 (1)
 Parcel 4
 County Herkinds
 Code 1705

Notice To: Relocation Section
 Property Management Section

NOTICE OF ITEMS TO BE TREATED AS PERSONAL PROPERTY

The following items have been retained at salvage value as personal property, the offer adjusted accordingly, and are not eligible for moving allowance:

ITEM:

Quantity	Description of Item
	<i>NONE</i>

The following items which have been appraised as real estate have been re-classified as personal property and the offer adjusted accordingly. These items are deemed to be eligible for moving costs provided that the cost of moving does not exceed their value.

Quantity	Description of Item	Appraised Value
	<i>NONE</i>	

BUYER

Philip J. ...

CC: Control ✓
 Parcel File
 Relocation

INDIANA STATE HIGHWAY COMMISSION, DIVISION OF LAND ACQUISITION, RELOCATION SECTION

Project RTG 3332 (1)
Parcel 4
State Road # 75
County Hendricks
Code 1705
() Total Take (X) Partial Take

DAILY NOTICE

TO: Chief, Relocation Section

1. The Initiation of Negotiations for this parcel began on (Date) 2-9-81

2. Name of Owner: Clyde K Layman and Noel Jean Layman (his w)

Address RR #1 Loomisville In 46121 PHONE: 1-317-3867247

3. Owners (X) Contract Buyer () Tenant () _____

Address above PHONE: _____
(Use reverse side if more space is needed to show all owners, Contract Buyers, or Tenants)

4. Address (or Location) of Property in the Right of Way: _____
above

5. Describe Buildings or Structures "In Right of Way" _____
NONE

6. Relocation Assistance: (Check Appropriate Space)
a. _____ This parcel DOES NOT involve any Relocation Assistance.
b. X This parcel DOES contain occupants and/or personal property.
c. If "b" checked, described in general what parcel contains (Remarks):

7. Signs in Right of Way (Requiring Relocation Assistance) (Describe): _____
NONE

8. Remarks in General: _____
NONE

Original to Relocation Central Office
Copy to Control Proj Mgmt. 3-9-81
Copy to Parcel

DATE: 2-9-81
Philip J. [Signature]
AGENT
RAAP FORM #5

Parcel 1

STATE OF INDIANA



B F M - 5-2a - 7-77

INDIANAPOLIS

INDIANA STATE HIGHWAY COMMISSION

100 North Senate Avenue
Indianapolis, Indiana 46204

Room 1101, State Office Building
317-232-5533

UNIFORM LAND OR EASEMENT ACQUISITION OFFER

Updated OHR

PROJECT: RS6 332 (1)
 PARCEL: 4 CODE: 1705
 ROAD: S.R. 75
 COUNTY: Hendricks

TO: Clyde K. Layman
Mabel Jean Layman
RR #1
Cootecoville In 46121

The State of Indiana, acting by and through the Indiana State Highway Commission (hereinafter referred to as the Indiana State Highway Commission) is authorized by Indiana law to obtain your land or an easement across your land for certain public purposes. The Indiana State Highway Commission needs (your land) ~~(your land)~~ S.R. 75 for a public highway improvement S.R. 75

and needs to take the land ~~(your land)~~ (right) as described on the attached legal description.

It is our opinion that the fair market value of the (property) ~~(your land)~~ we want to acquire from you is \$ 4200.00 and, therefore, the Indiana State Highway Commission offers you \$ 4200.00 for the above described (property) ~~(your land)~~. You have twenty-five (25) days from this date to accept or reject this offer. If you accept this offer, you may expect payment in full within ninety (90) days after signing the documents accepting this offer and executing the easement, and provided there are no difficulties in clearing liens or other problems with title to land. Possession will be required thirty (30) days after you have received your payment in full.

HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:

1. By law, the Indiana State Highway Commission is required to make a good faith effort to purchase (your property) (~~an~~ ~~assess~~ ~~your~~ ~~property~~).
2. You do not have to accept this offer.
3. However, if you do not accept this offer, and we cannot come to an agreement on the acquisition of (your land) (~~an~~ ~~assess~~ ~~ment~~), the Indiana State Highway Commission has the right to file suit to condemn and appropriate the (land) (~~assess~~ ~~ment~~) in the county in which the real estate is located.
4. You have the right to seek advice of an attorney, real estate appraiser or any other person of your choice on this matter.
5. You may object to the public purpose and necessity of this project.
6. If the Indiana State Highway Commission files a suit to condemn and appropriate (your land) (~~assess~~ ~~ment~~), and the court grants its request to condemn, the court will then appoint three appraisers who will make an independent appraisal of the (land) (~~assess~~ ~~ment~~) to be appropriated.
7. If we both agree with the court appraisers' report, then the matter is settled. However, if either of us disagrees with the appraisers' report to the court, either of us has the right to ask for a trial to decide what should be paid to you for the (land) (~~assess~~ ~~ment~~) condemned.
8. If the court appraisers' report is not accepted by either of us, then the Indiana State Highway Commission has the legal option of depositing the amount of the court appraisers' evaluation with the court. And if such a deposit is made with the court, the Indiana State Highway Commission is legally entitled to immediate possession of the (land) (~~assess~~ ~~ment~~). You may, subject to the approval of the court, make withdrawals from the amount deposited with the court. Your withdrawal will in no way affect the proceedings of your case in court, except that, if the final judgment awarded you is less than the withdrawal you have made from the amount deposited, you will be required to pay back to the court the amount of the withdrawal in excess of the amount of the final judgment.

9. The trial will decide the full amount of damages you are to receive. Both of us will be entitled to present legal evidence supporting our opinions of the fair market value of the land or easement. The court's decision may be more or less than this offer. You may employ, at your cost, appraisers and attorneys to represent you at this time or at any time during the course of the proceeding described in this notice. The offer of \$ 4200.00 made herein is a total offer for the entire acquisition and is intended to justly compensate you and all parties of interest.

10. If you have any questions concerning this matter, you may contact us at:

The Indiana State Highway Commission
 Division of Land Acquisition
 State Office Building, Room 1105
 100 North Senate Avenue
 Indianapolis, Indiana 46204
 Attn: Buying Section
 Phone: 317-232-5050

This offer was made to owner(s):

Clyde A. Layman of Hendricks County on 3-29-81 (Date)
Hebel Jean Layman of Hendricks County on 3-29-81 (Date)
 _____ of _____ on _____ (Date)
 _____ of _____ on _____ (Date)

BY: Philip V. Weitenberger
 (Signature)

Philip V. Weitenberger
 (Printed Name and Title)

Parcel

STATE OF INDIANA

B F M - 5-2a - 7-77



INDIANAPOLIS

INDIANA STATE HIGHWAY COMMISSION

100 North Senate Avenue

Indianapolis, Indiana 46204

Room 1101, State Office Building

317-232-5533

UNIFORM LAND OR EASEMENT ACQUISITION OFFER

PROJECT: 436 3332 (1)PARCEL: 4 CODE: 1765ROAD: SR 75COUNTY: Hamilton

Vot

TO: Clyde R. [unclear]Michael [unclear]R. [unclear]Richard [unclear]

The State of Indiana, acting by and through the Indiana State Highway Commission (hereinafter referred to as the Indiana State Highway Commission) is authorized by Indiana law to obtain your land or an easement across your land for certain public purposes. The Indiana State Highway Commission needs (your land) (an easement across your land) for a public highway improvement SR 75

and needs to take the land (easement) (right) as described on the attached legal description.

It is our opinion that the fair market value of the (property) (easement) we want to acquire from you is \$ 2215.00, and, therefore, the Indiana State Highway Commission offers you \$ 2215.00 for the above described (property) (easement). You have twenty-five (25) days from this date to accept or reject this offer. If you accept this offer, you may expect payment in full within ninety (90) days after signing the documents accepting this offer and executing the easement, and provided there are no difficulties in clearing liens or other problems with title to land. Possession will be required thirty (30) days after you have received your payment in full.

HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:

1. By law, the Indiana State Highway Commission is required to make a good faith effort to purchase (your property) (~~an easement across your property~~).
2. You do not have to accept this offer.
3. However, if you do not accept this offer, and we cannot come to an agreement on the acquisition of (your land) (~~an easement~~), the Indiana State Highway Commission has the right to file suit to condemn and appropriate the (land) (~~easement~~) in the county in which the real estate is located.
4. You have the right to seek advice of an attorney, real estate appraiser or any other person of your choice on this matter.
5. You may object to the public purpose and necessity of this project.
6. If the Indiana State Highway Commission files a suit to condemn and appropriate (your land) (~~an easement~~), and the court grants its request to condemn, the court will then appoint three appraisers who will make an independent appraisal of the (land) (~~easement~~) to be appropriated.
7. If we both agree with the court appraisers' report, then the matter is settled. However, if either of us disagrees with the appraisers' report to the court, either of us has the right to ask for a trial to decide what should be paid to you for the (land) (~~easement~~) condemned.
8. If the court appraisers' report is not accepted by either of us, then the Indiana State Highway Commission has the legal option of depositing the amount of the court appraisers' evaluation with the court. And if such a deposit is made with the court, the Indiana State Highway Commission is legally entitled to immediate possession of the (land) (~~easement~~). You may, subject to the approval of the court, make withdrawals from the amount deposited with the court. Your withdrawal will in no way affect the proceedings of your case in court, except that, if the final judgment awarded you is less than the withdrawal you have made from the amount deposited, you will be required to pay back to the court the amount of the withdrawal in excess of the amount of the final judgment.

9. The trial will decide the full amount of damages you are to receive. Both of us will be entitled to present legal evidence supporting our opinions of the fair market value of the land or easement. The court's decision may be more or less than this offer. You may employ, at your cost, appraisers and attorneys to represent you at this time or at any time during the course of the proceeding described in this notice. The offer of \$ 425,000 made herein is a total offer for the entire acquisition and is intended to justly compensate you and all parties of interest.

10. If you have any questions concerning this matter, you may contact us at:

The Indiana State Highway Commission
 Division of Land Acquisition
 State Office Building, Room 1105
 100 North Senate Avenue
 Indianapolis, Indiana 46204
 Attn: Buying Section
 Phone: 317-232-5050

This offer was made to owner(s):

Clyde K. Korman of Hendricks County on 2-9-81 (Date)

Noel Jean Loper of Hendricks County on 2-9-81 (Date)

_____ of _____ on _____ (Date)

_____ of _____ on _____ (Date)

BY: *Philip V. Westendorfer*
 (Signature)

Philip V. Westendorfer
 (Printed Name and Title)

Agent of: The Indiana State Highway Commission

PROJECT RS6-3332(1) PARCEL 4

If you decide to accept the offer of \$ 4215.00 made by the Indiana State Highway Commission, sign your name below and mail this form to the address indicated above. An additional copy of this offer has been provided for your file.

ACCEPTANCE OF OFFER

I (We), _____

landowner(s) of the above described property or interest in property, hereby accept the offer of \$ _____ made by the Indiana State Highway Commission on this _____ day of _____, 19____.

VOID

NOTARY'S CERTIFICATE

STATE OF _____
COUNTY OF _____

SS:

Subscribed and sworn to before me this _____ day of _____, 19____.

My Commission Expires: _____

(Signature)

(Printed) NOTARY PUBLIC

INDIANA STATE HIGHWAY COMMISSION
LAND ACQUISITION DIVISIONRECEIPT OF WARRANTY DEED

The undersigned being a Land Agent for the State Highway Commission of the State of Indiana, does hereby acknowledge receipt this date of one Warranty Deed signed by _____

Clyde K. Layman and Mabel Jean Layman (his wife)

and conveying certain real estate in Hendricks County to the State of Indiana for highway purposes and which is identified as

Parcel # 4 on Highway Project # R5G 33324.

I further acknowledge that said deed has been executed and acknowledged by the grantors without payment by me of any consideration and that I am transmitting such deed to the appropriate highway authority for review subject to approval.

It is understood and agreed that this deed will either be returned to the grantor not approved or the State of Indiana through its proper agencies will cause such deed to be processed for payment in the amount of \$ 4200.00.

INDIANA STATE HIGHWAY COMMISSION

Philip V. Winkler
Land Agent

Date

4/27/81

STATE OF INDIANA



INDIANAPOLIS

INDIANA STATE HIGHWAY COMMISSION
100 North Senate Avenue
Indianapolis, Indiana 46204

Room 1101, State Office Building
317-232-5533

TO: Clyde K. Gayman
Robert Jean Gayman
RR #1 Custerwile Ind 121

Project ASG 3332(1)
Parcel 4
State Road 75
County Hendricks
Code 1700
Date 4-22-81

SUBJECT: Real Estate Taxes

The address (or location) of the above referenced real estate is:
RR #1 @ Custerwile

Said real estate was purchased (as a total acquisition) (as a ~~subsequent~~
partial acquisition) by the State of Indiana on (date) 4-22-81
for highway purposes.

Please be advised that real estate taxes for the year 1980
payable in the year 1981 were not paid by you as part of this transaction. The
reason they were not paid is that the new tax rates and the amount to be paid
were not known at the time of this transaction. Please be advised that when
you receive the tax statements for the May and November installments concerning
the aforementioned taxes you should consult with your County Auditor and Treasurer
concerning your responsibility to pay the same. The State of Indiana does not
assume responsibility for paying the aforementioned taxes.

Philip W. [Signature]
(signature)

PROJECT NO. R56 3332-C1

COUNTY Hendricks PARCEL NO. 4 CODE NO. 1705

NAME & ADDRESS OF OWNER Chas. J. Layman and Mabel Jean Layman (Wife)
RR#1 Connersville IN 46124 PHONE 1-317-386-7247

NAME & ADDRESS OF PERSON CONTACTED above
PHONE _____

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

DATE ASSIGNED 3-23-81 DATE OF CONTACT 4-22-81 TIME OF CONTACT 2:00 PM

OFFER \$ 4100.00 TYPE OF CONTACT: (X) - PERSONAL VISIT, () - TELEPHONE CALL
Write, YES, NO or N/A (for Not Applicable), as appropriate, in each numbered blank space:

- | | |
|--|--|
| 1. <u>NO</u> Checked Abstract with owner? | 13. <u>NO</u> Sent Daily Notice to Relocation Section? |
| 2. <u>NO</u> Any affidavits taken? | |
| 3. <u>NO</u> Any mortgage(s)? | LEFT FOLLOWING PAPERS WITH OWNERS: |
| 4. <u>NO</u> Any other liens, judgments, etc.? | 14. <u>NO</u> Written offer? |
| 5. <u>NO</u> Showed plans? Explained take? | 15. <u>NO</u> Land Acquisition Brochure? |
| 6. <u>NO</u> Explained about retentions? | 16. <u>NO</u> Retention Letter? |
| 7. <u>NO</u> Any major item retained? | 17. <u>NO</u> Statement of Just Compensation? |
| 8. <u>NO</u> Any minor items retained? | 18. <u>YES</u> Tax memo (interim period)? |
| 9. <u>NO</u> Walked over property? | 19. <u>YES</u> Receipt of Deed? |
| 10. <u>NO</u> Arranged for owner to pay taxes? | 20. <u>YES</u> Copy of Deed? |
| 11. <u>NO</u> Secured Right-of-Entry? | 21. <u>NO</u> Private appraisal letter? |
| 12. <u>NO</u> Secured driveway Right-of-Entry? | 22. <u>NO</u> Brochure, "Relocation & You"? |

REMARKS: The property owners accepted our offer and executed the Acceptance of Offer form, the warranty deed and claim voucher.

I told them the state requires a maximum of 90 days to make payment

Status of Parcel: (X) - Secured, () - Condemned, () - Other (Explain):

Distribution Made
{ } Parcel
{ } Owner
{ } Broker
{ } Weekly Summary
{ } Attorney
{ } Other, Specify

Chas J Layman
(Signature)

PROJECT NO. RS 3332 (1)

COUNTY Hendricks PARCEL NO. 4 CODE NO. 1705

NAME & ADDRESS OF OWNER Clyde K. Layman and Mabel Jean Layman (h/w)
RR#1 Coatesville IN 46121 PHONE 137-38-7247

NAME & ADDRESS OF PERSON CONTACTED above

PHONE

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

DATE ASSIGNED 3-25-81 DATE OF CONTACT 3-29-81 TIME OF CONTACT 5:00 PM

OFFER \$ 4200.00 TYPE OF CONTACT: -PERSONAL VISIT, () -TELEPHONE CALL
Write, YES, NO or N/A (for Not Applicable), as appropriate, in each numbered blank space:

- | | |
|--|--|
| 1. <u>prev</u> Checked Abstract with owner? | 13. <u>prev</u> Sent Daily Notice to Relocation Section? |
| 2. <u>no</u> Any affidavits taken? | |
| 3. <u>no</u> Any mortgage(s)? | LEFT FOLLOWING PAPERS WITH OWNERS: |
| 4. <u>no</u> Any other liens, judgments, etc.? | 14. <u>yes</u> Written offer? |
| 5. <u>yes</u> Showed plans? Explained take? | 15. <u>prev</u> Land Acquisition Brochure? |
| 6. <u>no</u> Explained about retentions? | 16. <u>no</u> Retention Letter? |
| 7. <u>no</u> Any major item retained? | 17. <u>yes</u> Statement of Just Compensation? |
| 8. <u>no</u> Any minor items retained? | 18. <u>no</u> Tax memo (interim period)? |
| 9. <u>prev</u> Walked over property? | 19. <u>no</u> Receipt of Deed? |
| 10. <u>no</u> Arranged for owner to pay taxes? | 20. <u>no</u> Copy of Deed? <u>yes</u> <u>copy on file</u> |
| 11. <u>no</u> Secured Right-of-Entry? | 21. <u>prev</u> Private appraisal letter? |
| 12. <u>no</u> Secured driveway Right-of-Entry? | 22. <u>no</u> Brochure, "Relocation & You"? |

REMARKS: Herewith our updated offer which has been reduced from \$4215.00 to \$4200.00 because of a reduction in the acquisition from 1.205 acres to 1.197 acres; which revision was caused by a review of our survey of 3-18-80. This updated offer is supported by the state's offering letter dated 3/25/81, copy of Warranty Deed describing the reduced acquisition as revised 3-9-81 and a copy of the re-issuance of the offer as reflected on the attached Statement of the Basis For Just Compensation dated 3/16/81. There are no other changes on this parcel as discussed w/you on 2-9-81.

Status of Parcel: () -Secured, () -Condemned, -Other (Explain) new updated offer

- Distribution Made
- | | |
|--|---|
| <input checked="" type="checkbox"/> Parcel | <input type="checkbox"/> Weekly Summary |
| <input checked="" type="checkbox"/> Owner | <input type="checkbox"/> Attorney |
| <input checked="" type="checkbox"/> Broker | <input type="checkbox"/> Other, Specify |

Philip J. Vertenburger
(Signature)

Page 1 of 2

REMARKS (Continued)

We reviewed the estimate Verencing and our offer for this item was considered to be equitable. Mr. Layman said that he had placed some back dirt for rip rap and repairs to the ditch and asked if he could remove it but I told him that our offer included the ditch and material in the ditch.

We also discussed the location of the access from S.R. 75 and the location was accepted on the basis of grade and distance to the intersection.

I'll leave the offer with them and can call them in about 2 weeks for their response.

Richard W. Kertinberger
Signature

Date

3/29

PROJECT NO. R26-3332 (1)

COUNTY Hendricks PARCEL NO. 4 CODE NO. 1705

NAME & ADDRESS OF OWNER Clyde K. Layman et ux
RR # 1 Coatesville In PHONE 1-386-7247

NAME & ADDRESS OF PERSON CONTACTED above
PHONE _____

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

DATE ASSIGNED ^{ic} 3-23-81 DATE OF CONTACT ^{ic} 3-23-81 TIME OF CONTACT _____

OFFER \$ 4200.00 TYPE OF CONTACT: ()-PERSONAL VISIT, (X)-TELEPHONE CALL
Write, YES, NO or N/A (for Not Applicable), as appropriate, in each numbered blank space:

- | | |
|---|--|
| 1. <u>NA</u> Checked Abstract with owner? | 13. <u>NA</u> Sent Daily Notice to Relocation Section? |
| 2. <u>/</u> Any affidavits taken? | 14. <u>/</u> LEFT FOLLOWING PAPERS WITH OWNERS: Written offer? |
| 3. <u>/</u> Any mortgage(s)? | 15. <u>/</u> Land Acquisition Brochure? |
| 4. <u>/</u> Any other liens, judgments, etc.? | 16. <u>/</u> Retention Letter? |
| 5. <u>/</u> Showed plans? Explained take? | 17. <u>/</u> Statement of Just Compensation? |
| 6. <u>/</u> Explained about retentions? | 18. <u>/</u> Tax memo (interim period)? |
| 7. <u>/</u> Any major item retained? | 19. <u>/</u> Receipt of Deed? |
| 8. <u>/</u> Any minor items retained? | 20. <u>/</u> Copy of Deed? |
| 9. <u>/</u> Walked over property? | 21. <u>/</u> Private appraisal letter? |
| 10. <u>/</u> Arranged for owner to pay taxes? | 22. <u>/</u> Brochure, "Relocation & You"? |
| 11. <u>/</u> Secured Right-of-Entry? | |
| 12. <u>/</u> Secured driveway Right-of-Entry? | |

REMARKS: This parcel returned following a revision in the offer from \$4215.00 to \$4200.00 as a result of a reduction in the acquisition from 1.205 acres to 1.197 acres.

Called Mr Layman who gave me an opportunity for about 4:00 PM monday 3/30/81 to make the revised offer.

Status of Parcel: ()-Secured, ()-Condemned, (X)-Other (explain): Follow-up
Distribution Made
() Parcel () Weekly Summary
() Owner () Attorney
() Broker () Other, Specify
Philip J. [Signature]
(Signature)

PROJECT NO. 23332 (1)

COUNTY Hendricks PARCEL NO. 4 CODE NO. 1705

NAME & ADDRESS OF OWNER Clyde K. Layman et ux
Coatesville In PHONE 1-386-7247

NAME & ADDRESS OF PERSON CONTACTED above
PHONE _____

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

DATE ASSIGNED 2-2-81 DATE OF CONTACT 3-9-81 TIME OF CONTACT 9:51A

OFFER \$ - TYPE OF CONTACT: ()-PERSONAL VISIT, (X)-TELEPHONE CALL
Write, YES, NO or N/A (for Not Applicable), as appropriate, in each numbered blank space:

- | | |
|---|--|
| 1. <u>NA</u> Checked Abstract with owner? | 13. <u>NA</u> Sent Daily Notice to Relocation Section? |
| 2. <u>/</u> Any affidavits taken? | |
| 3. <u>/</u> Any mortgage(s)? | LEFT FOLLOWING PAPERS WITH OWNERS: |
| 4. <u>/</u> Any other liens, judgments, etc.? | 14. <u>/</u> Written offer? |
| 5. <u>/</u> Showed plans? Explained take? | 15. <u>/</u> Land Acquisition Brochure? |
| 6. <u>/</u> Explained about retentions? | 16. <u>/</u> Retention Letter? |
| 7. <u>/</u> Any major item retained? | 17. <u>/</u> Statement of Just Compensation? |
| 8. <u>/</u> Any minor items retained? | 18. <u>/</u> Tax memo (interim period)? |
| 9. <u>/</u> Walked over property? | 19. <u>/</u> Receipt of Deed? |
| 10. <u>/</u> Arranged for owner to pay taxes? | 20. <u>/</u> Copy of Deed? |
| 11. <u>/</u> Secured Right-of-Entry? | 21. <u>/</u> Private appraisal letter? |
| 12. <u>/</u> Secured driveway Right-of-Entry? | 22. <u>/</u> Brochure, "Relocation & You"? |

REMARKS: Called to learn from Mrs Layman that he was in the hospital and would call me again in about a week.

I told her that their parcel had been recalled by engineering and as soon as it was returned to me I'd call for an appointment

Status of Parcel: ()-Secured, ()-Condemned, (X)-Other (Explain) Relay-4
Distribution Made
(X) Parcel Owner (X) Weekly Summary (X) Attorney (X) Broker (X) Other, Specify
Philip W. Wintersburg
(Signature)

PROJECT NO. R56 3332(1)

COUNTY Hendricks PARCEL NO. 4 CORE NO. 1705

NAME & ADDRESS OF OWNER Clyde K. Layman and Mabel Jean Layman (brw)
RR#1 Coatesville In 46121 PHONE 1-317-386-7247

NAME & ADDRESS OF PERSON CONTACTED above

PHONE

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

DATE ASSIGNED 2-2-81 DATE OF CONTACT 2-9-81 TIME OF CONTACT 2:00 PM

OFFER \$ 4215.00 TYPE OF CONTACT: -PERSONAL VISIT, ()-TELEPHONE CALL
Write, YES, NO or N/A (for Not Applicable), as appropriate, in each numbered blank space:

- | | |
|--|---|
| 1. <u>YES</u> Checked Abstract with owner? | 13. <u>YES</u> Sent Daily Notice to Relocation Section? |
| 2. <u>NO</u> Any affidavits taken? | |
| 3. <u>NO</u> Any mortgage(s)? | LEFT FOLLOWING PAPERS WITH OWNERS: |
| 4. <u>NO</u> Any other liens, judgments, etc.? | 14. <u>YES</u> Written offer? |
| 5. <u>YES</u> Showed plans? Explained take? | 15. <u>YES</u> Land Acquisition Brochure? |
| 6. <u>NO</u> Explained about retentions? | 16. <u>NO</u> Retention Letter? |
| 7. <u>NO</u> Any major item retained? | 17. <u>YES</u> Statement of Just Compensation? |
| 8. <u>NO</u> Any minor items retained? | 18. <u>NO</u> Tax memo (interim period)? |
| 9. <u>YES</u> Walked over property? | 19. <u>NO</u> Receipt of Deed? |
| 10. <u>NO</u> Arranged for owner to pay taxes? | 20. <u>YES</u> Copy of Deed? <u>Xerox</u> |
| 11. <u>NO</u> Secured Right-of-Entry? | 21. <u>YES</u> Private appraisal letter? |
| 12. <u>NO</u> Secured driveway Right-of-Entry? | 22. <u>NO</u> Brochure, "Relocation & You"? |

REMARKS: With the aid of the Plan & Profile sheets discussed the project in general as a rebuilding of the coal tracks on S.R. 75 at approx station 355+23 (containing) and more particularly the need to acquire 4.205 acres of perm R/W from this property in two tracts as reflected on the attached Land Plat and described on the attached Warranty Deed. Discussed the 2 yield recesses of compacted earth to be provided from the roadway to the property line @ of approx station 363+00 ft from S.R. 75 end @ of approx station 51+00 on the left X from the County Road; also discussed the construction of the special

Status of Parcel: ()-Secured, ()-Condemned, ()-Other (Explain): none other

- Distribution Made
- | | |
|--|---|
| <input checked="" type="checkbox"/> Parcel | <input type="checkbox"/> Weekly Summary |
| <input type="checkbox"/> Owner | <input type="checkbox"/> Attorney |
| <input checked="" type="checkbox"/> Broker | <input type="checkbox"/> Other, Specify |

Philip V. Antkowiak
(Signature)

REMARKS (Continued) 3' bottom ditch to be constructed in the R/W
on the left of the county road. Presented the states offer
of \$225.00 for this acquisition; being \$210.00 for the land
and \$15.00 for cost-to-cure fence damages, as reflected
in the states offering letter and the attached statement of
The Basis For Just Compensation

The property owner's will be out of town
until March 3, 1981 following which I can call
them for their reaction and/or any questions
they may have regarding the project/acquisition.

Philip W. Armstrong
Signature Date 2/8

PROJECT NO. R5G 3332 (1)

COUNTY Hendricks PARCEL NO. 4 CODE NO. 1705

NAME & ADDRESS OF OWNER Clyde L. Layman et ux
RR #1 Coatsville In 46121 PHONE 386-7247

NAME & ADDRESS OF PERSON CONTACTED above

PHONE

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

DATE ASSIGNED 2-2-81 DATE OF CONTACT 2-2-81 TIME OF CONTACT 10:30 A

OFFER \$ 4215.00 TYPE OF CONTACT: ()-PERSONAL VISIT, (X)-TELEPHONE CALL
Write, YES, NO or N/A (for Not Applicable), as appropriate, in each numbered blank space:

- | | |
|---|--|
| 1. <u>NA</u> Checked Abstract with owner? | 13. <u>NA</u> Sent Daily Notice to Relocation Section? |
| 2. <u>/</u> Any affidavits taken? | LEFT FOLLOWING PAPERS WITH OWNERS: |
| 3. <u>/</u> Any mortgage(s)? | 14. <u>/</u> Written offer? |
| 4. <u>/</u> Any other liens, judgments, etc.? | 15. <u>/</u> Land Acquisition Brochure? |
| 5. <u>/</u> Showed plans? Explained take? | 16. <u>/</u> Retention Letter? |
| 6. <u>/</u> Explained about retentions? | 17. <u>/</u> Statement of Just Compensation? |
| 7. <u>/</u> Any major item retained? | 18. <u>/</u> Tax memo (interim period)? |
| 8. <u>/</u> Any minor items retained? | 19. <u>/</u> Receipt of Deed? |
| 9. <u>/</u> Walked over property? | 20. <u>/</u> Copy of Deed? |
| 10. <u>/</u> Arranged for owner to pay taxes? | 21. <u>/</u> Private appraisal letter? |
| 11. <u>/</u> Secured Right-of-Entry? | 22. <u>/</u> Brochure, "Relocation & You"? |
| 12. <u>/</u> Secured driveway Right-of-Entry? | |

REMARKS: Mr Layman gave me an appointment for Monday 2-9-81 time to be confirmed by phone that morning.

Status of Parcel: ()-Secured, ()-Condemned, (X)-Other (Explain): meq app't
Distribution Made
() Parcel () Weekly Summary
() Owner () Attorney
() Broker () Other, Specify
Shelby W. Stuttenberg
(Signature)

INDIANA STATE HIGHWAY COMMISSION

INDIANAPOLIS, INDIANA 46204

INTER-DEPARTMENT COMMUNICATION

COUNTY HeadricksPROJECT R56-3332 (1)ROAD NO. S.R. 75PARCEL 4

SUBJECT: Recommendation For: -Review: ()-Change: ()-Correction: ()-Other.
 From: Buying Section, L. A. Div. To: Bill Wood Land Ass Engr Date: 3-9-81

Retained as requested

Shipp V. Hertenberger
 (Buyer)

John D. Jewell
 (Supervisor)

From:

To: Buying Section,
L. A. Div.


Date:

Comment:

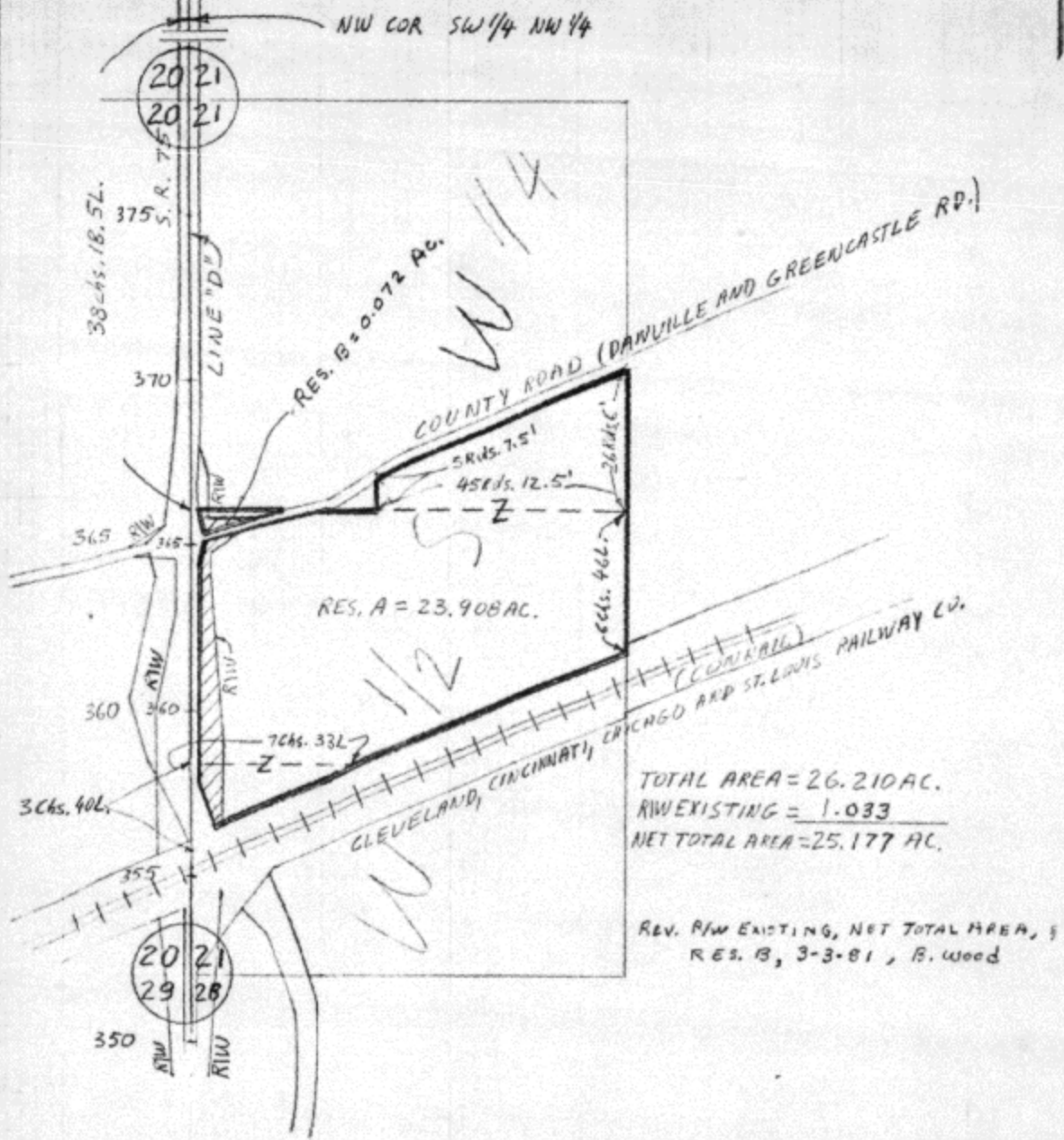
(Signature)

PARCEL NO. 1
PROJECT NO. RSG-3332(1)
ROAD NO. S. R. 75
COUNTY : HENDRICKS
SECTION : 21
TOWNSHIP: 15 N.
RANGE : 2 W.

OWNER: LAYMAN, CLYDE K. ET UX. DRAWN BY: J. HOSKINS 2/27/80
DEED RECORD 169 PAGE 275-276 DATED 1/3/55 CHECKED BY: RON RANEY 3-20-80

 HATCHED AREA IS THE APPROXIMATE TAKING

SCALE: 1" = 400'



TOTAL AREA = 26.210 AC.
RW EXISTING = 1.033
NET TOTAL AREA = 25.177 AC.

REV. RW EXISTING, NET TOTAL AREA, 5
RES. B, 3-3-81, B. Wood

INDIANA STATE HIGHWAY COMMISSION
INDIANAPOLIS, INDIANA 46204
INTER-DEPARTMENT COMMUNICATION

MEMORANDUM FOR THE FILE

Second Memo

DATE March 18, 1981
PROJECT RSG 3332 (1)
PARCEL #4

TO: *Buying Section*
Relocation File
Control

THIS PARCEL HAS NO RELOCATION.

CHECK ONE:

THE 90 DAY LETTER HAS BEEN SENT _____

THE 90 DAY LETTER IS NOT REQUIRED Bare Land

L. C. Hansen
Relocation Agent

INDIANA STATE HIGHWAY COMMISSION

INDIANAPOLIS, INDIANA 46204

INTER-DEPARTMENT COMMUNICATION

MEMORANDUM FOR THE FILE

DATE January 27, 1981

PROJECT RSG 3332 (1)

PARCEL #4

TO: Buying Section ✓
Relocation File
Control

THIS PARCEL HAS NO RELOCATION.

CHECK ONE:

THE 90 DAY LETTER HAS BEEN SENT _____

THE 90 DAY LETTER IS NOT REQUIRED Bare Land

L.C. Wilson
Relocation Agent

Indiana State Highway Commission
Land Acquisition Division

Project RDG 3332 (1)Parcel 4

LAND AGENT'S CERTIFICATE

This certificate is executed in compliance with paragraph 5f (2), Federal Aid Highway Program Manual, Volume 7, Chapter 2, Section 3, dated September 4, 1974.

I, the undersigned land agent, do hereby certify as follows:

- (1) That I purchased (secured) the above referenced parcel.
- (2) That the written agreement secured embodies all of the considerations agreed upon between myself and property owner(s).
- (3) That the agreement was reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party.
- (4) That I understand that this parcel is to be secured for use in connection with a Federal-Aid highway project.
- (5) That I have no direct or indirect present or contemplated future personal interest in the parcel or in any benefit from the acquisition of such property.

DATE: 4-24-81

Philip W. Mersberger
SIGNATURE OF LAND AGENT

SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORT

1705

Abstracted by James W. Price

PROJECT NO. RSG 3332 (1) STATE ROAD NO. 75 PARCEL NO. 4

RECORD OWNER Clyde K. Layman and Mabel Jean Layman

FROM May 30, 1979 TO May 1, 1981

I have checked the following records in Hendricks 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 Paid - None Delinquent</u>

CHANGES SINCE DATE OF LAST ABSTRACT ARE AS FOLLOWS: _____

SIGNED Donald L. Perrigo
Donald L. Perrigo
DATE: May 1, 1981

4

TITLE AND ENCUMBRANCE REPORT

DIVISION OF LAND ACQUISITION

INDIANA STATE HIGHWAY COMMISSION

S.R. 75 PROJ. RSG 3332 (1) COUNTY HENDRICKSNames on Plans CLYDE K. AND MABEL J. LAYMANNames in Trans. Book CLYDE K. AND MABEL JEAN LAYMAN

Description or Addition	Sec.	Twp.	Rge.	Acreage	Political Twp.	MARION	
						Assessed Value	
						Land	Improvements
Pr. SW SW	21	15N	2W	.96			COMBINED
Pt. W $\frac{1}{2}$ SW	21	15N	2W	19.45	1390		0
Pt. NW SW	21	15N	2W	5.25			COMBINED

LAST OWNER OF RECORDDeed Record 169 Page 275-276 Dated 1/3/55 Recorded 1/3/55 Type Deed WARRANTYGrantor CHARLES G. WALTON, SINGLEGrantee CLYDE K. LAYMAN AND MABEL JEAN LAYMAN, HUSBAND AND WIFEAddress of Grantee R.R. #1 COATSVILLE, IN 46121MORTGAGE RECORDMortgage Record NONE Page Amount Dated Mortgagor Mortgagee JUDGMENT RECORD Yes None X LIS PENDENS RECORD Yes None XMISCELLANEOUS RECORD Yes X None EASEMENT Yes X None

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

TAXES SEE ENTRY #3 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.

Dated this 30TH Day of MAY 1979

James W. Price
 Abstractor
 JAMES W. PRICE

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

C A P T I O N

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN HENDRICKS COUNTY, IN THE STATE OF INDIANA, TO WIT:

A PART OF THE NORTH WEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 21 IN TOWNSHIP 15 NORTH OF RANGE 2 WEST AND BOUNDED AS FOLLOWS TO-WIT: BEGINNING AT A POINT IN THE CENTER OF THE DANVILLE AND GREENCASTLE ROAD WHICH POINT IS 26 RODS AND 6 FEET NORTH OF THE SOUTH EAST CORNER OF SAID QUARTER QUARTER THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER 26 RODS AND 6 FEET TO THE SOUTH EAST CORNER OF SAID QUARTER QUARTER THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER 45 RODS AND 12 AND $\frac{1}{2}$ FEET THENCE NORTH 5 RODS AND 7 AND $\frac{1}{2}$ FEET TO THE CENTER OF THE DANVILLE AND GREENCASTLE ROAD THENCE NORTH EAST ALONG AND WITH THE CENTER OF SAID ROAD TO THE PLACE OF BEGINNING ESTIMATED TO CONTAIN 5 AND $\frac{1}{4}$ ACRES MORE OR LESS.

ALSO A PART OF THE SOUTH WEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 21 TOWNSHIP 15 NORTH OF RANGE 2 WEST AND DESCRIBED AS FOLLOWS, BEGINNING WHERE THE SECTION LINE RUNNING NORTH AND SOUTH OF THE WEST SIDE OF SECTION 21 CROSSES THE NORTH LINE OF THE RIGHT OF WAY OF THE C.C.C. & St. L.R.R. AND RUNNING THENCE NORTH 3 CHAINS AND 40 LINKS TO A STONE THENCE EAST 7 CHAINS AND 33 LINKS TO A STONE ON THE NORTH SIDE OF THE C.C.C. & St. L.R.R. THENCE SOUTH WEST ALONG THE NORTH LINE OF THE RIGHT OF WAY OF THE SAID RAILROAD TO THE PLACE OF BEGINNING EXCEPTING 25 FEET OF THE SOUTH SIDE OF SAID TRACT OF LAND AND RUNNING FULL LENGTH OF SAME ESTIMATED TO CONTAIN $\frac{96}{100}$ OF AN ACRE MORE OR LESS.

*From NE 1/4
2,509.386*
ALSO A PART OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 21 TOWNSHIP 15 NORTH OF RANGE 2 WEST AND DESCRIBED AS FOLLOWS TO-WIT: BEGINNING 38 CHAINS AND 21 LINKS SOUTH OF THE CENTER OF THE NORTH WEST QUARTER OF SAID SECTION 21 AND RUNNING THENCE TO SECTION LINE THENCE SOUTH ALONG SECTION LINE 11 CHAINS AND 74 LINKS THENCE EAST 7 CHAINS AND 33 LINKS TO THE NORTH LINE OF THE C.C.C. & St. L.R.R. THENCE NORTH EAST ALONG THE CENTER OF THE SOUTH WEST QUARTER OF SAID SECTION 21, THENCE NORTH 6 CHAINS AND 46 LINKS TO THE PLACE OF BEGINNING ESTIMATED TO CONTAIN 20 ACRES MORE OR LESS.

CONTIGUOUS PROPERTY

A SEARCH OF THE RECORDS DISCLOSES NO CONTIGUOUS PROPERTY WITHIN A ONE MILE RADIUS.

CHAIN OF TITLE

ENTRY #1

GRANTOR: C.G. WALTON AND MARY A. WALTON

RIGHT-OF-WAY GRANT #6902

GRANTEE: STATE OF INDIANA.

NO DATE

DEED RECORD 235, PAGE 583
RECORDED FEBRUARY 29, 1975

CONVEYS: RIGHT OF WAY. NO COPY

DULY ACKNOWLEDGED

SIGNED: GRANTOR

ENTRY #2
(CAPTION)

GRANTOR: CHARLES G. WALTON, SINGLE

WARRANTY DEED #4262

GRANTEE: CLYDE K. LAYMAN AND MABLE
JEAN LAYMAN, HUSBAND AND WIFE

DEED RECORD 169, PAGE 275-276

DATED JANUARY 3, 1955

RECORDED JANUARY 3, 1955

CONVEYS: CAPTION REAL ESTATE. DEED ATTACHED.

DULY ACKNOWLEDGED

SIGNED: GRANTOR

ENTRY #3

TAXES:

TAXES ARE ASSESSED IN MARION TOWNSHIP, HENDRICKS COUNTY,
IN THE NAME OF CLYDE K. AND MABEL J. LAYMAN.

<u>DIP</u>		<u>EACH INSTALLMENT</u>
#21-15		
#21-18	COMBINED	\$32.67
#21-16		

1977 PAYABLE 1978. PAID IN FULL.

1978 PAYABLE 1979. NOT POSTED.

No. 4262 ✓ CHARLES G. WALTON TO CLYDE K. LAYMAN ET UX

This Indenture Witnesseth, That Charles G. Walton (single) of Hendricks County, in the State of Indiana

Convey and Warrant to Clyde K. Layman & Mabel Jean Layman (husband & wife) of Hendricks County in the State of Indiana for and in consideration of One Dollar and other valuable considerations Dollars the receipt whereof is hereby acknowledged, the following described Real Estate in Hendricks County in the State of Indiana, to-wit:

A Part of the North West Quarter of the south west quarter of section 21 in township 15 North of Range 2 west and bounded as Follows to-wit: Beginning at a point in the center of the Danville and Greencastle Road which point is 26 rods and 6 feet north of the south east corner of said quarter quarter thence south along the east line of said quarter quarter 26 rods and 6 feet to the south east corner of said quarter quarter thence west along the south line of said quarter quarter 45 rods and 12 and $\frac{1}{2}$ feet

thence north 5 rods and 7 and $\frac{1}{2}$ feet to the center of the Danvill_ and Greencastle road
Thence north east along and with the center of said road to the place of beginning
estimated to contain 5 and $\frac{1}{4}$ acres more or less.

Also a part of the south west quarter of the south west quarter of section 21 township
15 north of range 2 west and described as follows, beginning where the section line
running north and south of the west side of section 21 crosse_ the north line of the
right of way of the C.C.C.* ST.L.R.R. and runnign thence north 3 chains and 40 links
to a stone thence east 7 chains and 33 links to a stone on the north side of the C.C.C.
& ST.L.R.R. thence south west along the north line of the right of way of the said
railroad to the place of beginning excepting 25 feet of of the south side of said tract
of land and running full length of same estimated to contain $\frac{96}{100}$ of an acre more
or less.

Also a part of the west half of the south west quarter of section 21 township 15 north
of range 2 west and described as follows to-wit: Beginning 38 chains and 21 links south
of the center of the north west quarter of said section 21 and running thence ^{WEST} to section
line thence south along section line 11 chains and 74 links thence east 7 chains and
33 links to the north line of the C.C.C. & ST.L.R.R. thence north east along the center
of the south west quarter of said section 21, thence north 6 chains and 46 links to the
place of beginning Estimated to contain 20 acres more or less. } The Grantee assumes one
half of the 1954 taxes.

"WEST"
ADDED
9/12/80
M.W. MYERS

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 Charles G. Walton (single) has hereunto set his hand and seal, this 3rd day of January, 1955.

Charles G. Walton (Seal.)
(Charles G. Walton)

State of Indiana, Hendricks County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of January, A.D. 1955, personally appeared the within named Charles G. Walton Grantor in the above conveyance, and acknowledged the same to be his voluntary act and deed, for the uses and purposes herein mentioned.

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

(SEAL) My Commission expires Dec. 13, 1957

Irvine A Bennett Notary Public

Transferred Jan. 3, 1955
Entered for record Jan. 3, 1955 at 3:02 P.M.
Revenue stamps affixed and cancelled \$3.30.

Irvine A Bennett
R.H.C.

THIS INDENTURE WITNESSETH, That Robert E. Watts and Sallie E. Watts his wife of Hendricks County, in the State of Indiana Convey and Warrant to Jesse I. McIntyre and Agnes McIntyre, husband and wife, of Hendricks County, in the State of Indiana for the sum of Thirty three hundred and seventy-five dollars. the receipt of which is hereby acknowledged. the following Real Estate, in Hendricks County in the State of Indiana, to-wit:

A part of the South West quarter of the North West quarter and a part of the North West quarter of the South West quarter of section twenty-one (21) township fifteen (15) North, of Range two (2) West and bounded and described as follows, to-wit: Beginning at a point on the east line of said north west quarter of the South West quarter of said section which is 126 rods and 11, 1/10 links south of the North East corner of said south west quarter of said north west quarter and where the center line of the Danville and Greencastle road intersects the same; and running thence north on the east line of said quarters quarters 76 rods and 2 links and to a point which is 12 chains and 58 links south of the center of the North West quarter of said section 21; and thence west 80 rods and to the west line of said section, thence south on the west line of said section to a point which is 16 rods north of the South West corner of the South west quarter of

said north west quarter of said section, thence east 10 rods, thence south 16 rods; thence west 10 rods, thence south on the West line of said section to a point which is 38 chains and $18\frac{1}{2}$ links south of the north west corner of the south west quarter of the North west quarter of said section, thence east parallel with section bearing 34 rods and $6\frac{2}{10}$ links and to a point which is 45 rods and $12\frac{1}{2}$ feet west of the east line of said north west quarter of said south west quarter, thence north 5 rods and $7\frac{1}{2}$ feet to the center of the Danville and Greencastle road, thence in a northeasterly direction on and along the center line of said road 49 rods and to the place of beginning, estimated to contain forty-five (45) acres more or less:

This deed is made subject to a mortgage of \$1500.00 bearing date of October 26" 1911 recorded November 14" 1911 in mortgage record 57 page 396 executed by the grantors herein and payable to Henry Hadley, which said mortgage and debt thereby secured with interest accrued and to accrue thereon, together with the taxes on the above described real estate for the year 1912, payable in 1913, the grantees herein assumes and agrees to pay.

IN WITNESS WHEREOF, The said Robert E. Watts and Sallie E. Watts, his wife have
hereunto set their hands and seals, this 4th day of March A.D. 1912.

. . .

Robert E. Watts. (LS)

Sallie E. Watts. (LS)

State of Indiana, Hendricks County, SS:

Before me the undersigned a notary public in and for said County, this 4th day of
March 1912 personally appeared Robert E. Watts and Sallie E. Watts, his wife and ac-
knowledged the execution of the annexed Deed.

Witness, my hand and notarial seal,

Anna M. Harrison (SEAL)

Notary Public.

My commission expires March 13th 1912.

Entered for record December 9th, 1912, at 7.30 A.M.

John S. Duckworth
R.H.C.