STATE HIGHWAY DEPARTMENT OF INDIANA

STATE HOUSE ANNEX INDIANAPOLIS 9, INDIANA

65

FUND_ PROJECT No. SECTION (28)

STR. No.

RIGHT OF WAY GRANT

Boyd T. Smart

PARCEL

This indenture witnesseth that the undersigned, as grantors and sole owners of land in Newton
County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the State of Indiana to improve, hereby grant, bargain, warrant and convey to the State of Indiana, for Right of Way, lands as described below and located by surveys and shown on plans on file in the office of the State Highway Department of Indiana. The description from said plans of said right of way hereby granted is as follows:

ROAD, FROMKentland, Ind. ToSchneider, Ind. F.I. PROJ. No. 69 SEC. (28) DATED 1953 PLANS ON SR. NO. 41 45 ACRES, MORE OR LESS, ACQUIRED

Descriptions are of parcels of land lying between the plan centerline and the plan right of way line on the above designated project.

Measured distances along plan centerline are indicated by Station Number and plus.

Widths of parcels are indicated in feet, measured at a right angle from plan centerline at designated Station Number and plus; however, when Station Number and plus is followed by the letters P.L.; F.L.; F.D.; L.L. or C/L.S. (indicating property line, Fence Line, Field Division, Lot Line and Centerline of Stream respectively) or other identifying notations, it shall mean that the boundary line follows said identified line from plan centerline to plan right of way line.

FROM STATION to STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE		
ON CENTERLINE (C/L) B		an emport careful to be seen		
1192+96 PL to 1200+00	87 feet	feet		
1200+00 / to 1201+00	87 to 110 feet	feet		
1201+00 to 1201+95 PL	110feet	feet		
to	feet	feet		
The State agrees to constr	uct a commerétal crofes	ver at feet		
Station 11970404, in conside	ration-for-which above	Right of way feet		
is granted to	feet	feet		
to	feet	feet		
to	feet	feet		
to	feet	feet		
to	feet	feet		
to	feet	feet		
to	feet	feet		
to	feet	feet		
to	feet	feet		
to	feet	feet		
to	feet	feet		
to	feet	feet		

The above and foregoing grant is made in consideration of payment of the sum of.... ...Dollars (\$..... None, see above condition. which sum shall be paid to the order of

NAME Boyd T. Smart and Olive Smart Morocco, Indiana ADDRESS.

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

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

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

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

are binding.

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

The undersigned Grantors being duly sworn, says that he, she (is) or they (are) the sole owner(s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or options of any kind or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the State Highway Department of Indiana to pay them the amount herein stipulated.

Mortgagee: Newton County Lo This grant is to be and become effecti Department of Indiana.	an and Saving tronger and binding from	ags Assn. m and after its appro-	val by the Chairman	of the State Highway
Mile wholen a See	(Grantor)	BEXE .	Smerts ma	Set (Grantor)
I was believed to be being the	(Grantor)	Olive P.	Smart	(Grantor)

(Grantor) (Grantor) (Grantor) (Grantor) (Grantor) (Grantor)

(Grantor) (Grantor) April 14 19.54

CHECKED WITH PROJECT PLANS DATED BY	AMOUNT APPROVED BY ALE Teverbaugh
PROGRESSION MAY 6 4064	PAID BY

F 1954

WARRANT No. DATED. 19 THE ABOVE GRANT IS HEREBY ACCEPTED. INDIANA AY DEPARTMENT OF INDIANA DATE

Newton Newton	TO THE SECTION	65
State of Indiana, County of Newto		& Olive P. Smart, his wife
and acknowledged the execution of the	above agreemen	t, and being duly sworn, upon their oath stated the
facts therein are true, this 14th	day of	ADF14, 19.94
Witness my hand and official seal.	5 1057	Frank C. Konnersman
My Commission expires December 1		Frank C. Konzersman Notary Public. Decatur County
State of Indiana, County of	SS	
Personally anneared before me		
facts therein are true, this		
Witness my hand and official seal.		
My Commission expires		Naton Dable
		Notary Public.
State of Indiana, County of		
Personally appeared before me and acknowledged the execution of the	above agreemen	t, and being duly sworn, upon their oath stated the
facts therein are true, this		
Witness my hand and official seal.		
My Commission expires	1	
	a state of the contract	Notary Public.
State of Indiana, County of	ss	
Personally appeared before me	ahova agreemen	t, and being duly sworn, upon their oath stated the
facts therein are true, this		
	uay VI	
Witness my hand and official seal. My Commission expires		
My Commission expires		Notary Public.
State of Indiana, County of	SS	:
Personally appeared before me		
and acknowledged the execution of the	above agreemen	t, and being duly sworn, upon their oath stated the
facts therein are true, this	day of	RECEIVED FOR RECORD At 8:30 o'clock Q. M. Recorded In Dec Record No. 8 4 Page 525-526 Notary Public.
Witness my hand and official seal.	2856	At 8:30 o'clock (J. M. Recorded
My Commission expires		JUN 1 9 1954 Notary Public.
State of Indiana, County of	ss	CLARICE HUFTY
Parsonally anneared before me		
and acknowledged the execution of the	e above agreemen	at, and being duly sworn, upon their oath stated the
facts therein are true, this	day of	, 19
Witness my hand and official seal.		
My Commission expires		Notary Public.
in the attached grant, is conveyed, her	reby releases from	n on the land of which the right of way described in said mortgage and/or lien said granted right of
		nsideration therefor as directed in said grant, this
23rd day of April		MEWION CO. LOAN & SAV'S ASS'N. GOODLAND, INDIANA (Seal)
***************************************		Maladeline (Seal)
		(Dear)
State of Indiana	ss:	(taken)
County of Newton		
		eyer, Secretary
		d and duly acknowledged the execution of the above
release the 23rd day of Apri	1	, 19.5.4
Witness my hand and official seal.		- 01

My Commission expires December 15, 1957

Frank C. Komersman Notary Public.
Decatur County

TITE AND ENCUMBRANCE REPORT



RIGHT OF WAY DEPARTMENT

STATE HIGHWAY DEPARTMENT OF INDIANA

Name on Plans Grory Co	Janne	W 6 HA	ma Na	22	uly		4.6	w.		
Name on Plans Gcorse &					-					
Name in Trans. Book Boys	1 7.	SM ZYT.								
DESCRIPTION	OR ADI	OITION	-	SEC. TWP. RGE. ACREAGE BLK. LOT LOT TOWN			ASSESSED VAL			
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Pf S.E. Kof N.E.	14_		16	2	270	74	33.	T Y	470	100
				+						-
				+						
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Subject to										
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To Boyd + Smart										
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Subject to										
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From Raymond C. M.	ach	ing of ma	belle d	4	ma	shis	100	V. qu	2.	
Subject to										
MORTGAGE RECORD:										
MORTGAGE RECORD	p	Amount_					Date			
					. 43			o and sign	21 1/2 2	1000 200
Mortgagor										
MortgageeStreet Address		City	State				Cour	itv		
Street Address MORTGAGE RECORD	B	Amount	- Otate				Date			
Mortgage RECORD										
Mortgagee										
MortgageeStreet Address										
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JUDGMENT RECORD:										
JUDGMENT DOCKET										
Judg. Defendant								ause No		
Judg. Plaintiff						.O. B		P		
MISCELLANEOUS REC	ORD:	-	_							
Record			_Amount				_Date_			
TAXES:										
TAYES PAID		_Taxes Delinquent	Year				An	nount		
		et for deed description	m mortenere des	min	tion e	volanat	inna etc			
(See revers	se or shee	of for deed description	in, mortgage desc	CILP	mon, c	Apidilai	aono, eu.,	0 .0	, ,,	

MORTGAGE RECORD. may so how. 902 feet to the found of degenning continuer 35 cours Thus north 1320 feet, thus and 1320 feet; There south them west 521 Jul: thous south 418 put; theme west 799 flut; of the S. Corner of S. R. L. of the N.E. he of Excellen 16. and unming discribed to follow; Communicing at a point HIS put north PA S. 8. 14 of the Ke Ke Scatier 16 Test 354, 19 9 W. But stone may Deed Record 81- P273 I com mon or fro. a distance of #54 feet to Paint of Eugenning, Containing It hather, " those work along the north his of soid he Ere. northwester his interests with north live of said a northwestendy direction 531 feet to a found where Soil Is testion 1 running there doubt 220 put, there in Commence at a foint 30 fut went of the nil. Come of Soil north and Range 9 west, I described as follows. Afort of the S.R. Es of the M.D. 14 of Lection 16- Tup 29 DEED RECORD J& b.

STATE HIGHWAY COMMISSION OF INDIANA

RIGHT OF WAY REPORT

Property of Boyd + Smart				
Length of widening 899 f				
Length of relocation				
Total acres in farm. 3-5				
Assessed valuation per acre				
Fair market value per acre				
Type of existing road				
Estimate of Damage			Damage Estimated by	Damage Estimated by
Rodsfence to be moved	Ro	d \$. \$
Rodsfence to be constructed	Ro	d \$. \$
Land in right of wayacresacres		\$		\$
Buildings to be moved (kind, size, etc.)				
Trees, shrubbery, etc. (kind)				
Drainage		\$		\$
Well		\$		\$
Proximity to buildings		\$		\$
Consequential damage due to		\$		\$
Other damage		\$		\$
			•••••	••••••••
Total	•••••	\$		\$
Probability of an early and definite increase in value		\$		\$
Net dam	age	\$. \$
(Sketch	on other sid	le)		

354. Boyd L. Smart 1001=11005 Bearer two Newton Bounty 560 16 TWA 29 N. RSC. 7 West Boyd to SMRXt. Summinum Annum Ann Bearer ereek williams WILLIAM WILLIAM