

STATE HIGHWAY DEPARTMENT OF INDIANA
STATE HOUSE ANNEX
INDIANAPOLIS 9, INDIANA

FUND F. I.
PROJECT No. 69
SECTION (28)
STR. No. _____

FILED

MAY 5 - 1954

RIGHT OF WAY GRANT

PARCEL 2

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:

(NAME) U.S. 41 ROAD, FROM Kentland TO Schneider

PLANS ON SR. No. U.S. 41 SEC. _____, F.I. PROJ. No. 69 SEC. (28) DATED 1953

SEC. 3, T. 28 N, R. 9 W SQ. FT. _____ ACRES, MORE OR LESS, ACQUIRED

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

Measured distances along plan centerline are indicated by Station Number and plus.
Widths of parcels are indicated in feet, measured at a right angle from plan centerline at designated Station Number and plus; however, when Station Number and plus is followed by the letters P.L.; F.L.; F.D.; L.L. or C/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 ON CENTERLINE (C/L) <u>D</u>	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
The following right of way is temporary right of way for the _____ feet		
construction of outlet ditches and will revert back to the permanent _____ feet		
right of way on completion of said project. _____ feet		
to _____	_____ feet	_____ feet
<u>955+95 P.L.</u> to <u>956+75</u>	<u>140</u> feet	_____ feet
<u>963+00</u> to <u>963+70</u>	<u>150</u> feet	_____ feet
to _____	_____ feet	_____ feet

The above and foregoing grant is made in consideration of payment of the sum of FREE Dollars (\$ _____),

which sum shall be paid to the order of
NAME GEORGE R. & KATHRYN B. CLARK
ADDRESS MOROCCO, INDIANA

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: Community State Bank, Brook, Indiana
This grant is to be and become effective and binding from and after its approval by the Chairman of the State Highway Department of Indiana.

George R. Clark (Grantor)
Kathryn B. Clark (Grantor)
Community State Bank, Brook, Indiana (Grantor)
Wm. W. ... (Grantor)

Dated FEBRUARY 26, 1954

CHECKED WITH PROJECT PLANS DATED _____ BY _____

AMOUNT APPROVED APR 5 54 BY Nyle ...

THE ABOVE GRANT IS HEREBY ACCEPTED. STATE OF INDIANA BY Albert J. Wedeking Chairman, STATE HIGHWAY DEPARTMENT OF INDIANA DATE 7/12 1954

DESCRIPTION & FORM OK'D MAR 25 1954 BY J. C. Skaltsas

PAID BY WARRANT No. _____ DATED _____ 19 _____

MAR 25 1954

STATE HIGHWAY DEPARTMENT OF INDIANA
STATE HOUSE ANNEX
INDIANAPOLIS 9, INDIANA
RIGHT OF WAY GRANT

FUND F. I.
PROJECT No. 69
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MAY 5 - 1954

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SEC. 3, T. 28 N, R. 9 W SQ. FT. _____
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The following right of way is temporary right of way for the _____ feet construction of outlet ditches and will revert back to the permanent _____ feet right of way on completion of said project. _____ feet		
to _____	_____ feet	_____ feet
<u>955+95 PL</u> to <u>956+75</u>	<u>140</u> feet	_____ feet
<u>963+00</u> to <u>963+70</u>	<u>150</u> feet	_____ feet
to _____	_____ feet	_____ feet

The above and foregoing grant is made in consideration of payment of the sum of _____ Dollars (\$ _____),

FREE

which sum shall be paid to the order of

NAME GEORGE R. & KATHRYN B. CLARK
ADDRESS MORRIS, INDIANA

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.

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George R. Clark (Grantor) Community State Bank, Brook, Ind (Grantor)
Kathryn B. Clark (Grantor) Wm. W. ... (Grantor)

(Grantor) (Grantor)

Dated FEBRUARY 26, 1954

CHECKED WITH PROJECT
PLANS DATED _____
BY _____

AMOUNT APPROVED APR 5 54
BY Nyle Levermore

THE ABOVE GRANT IS HEREBY ACCEPTED.
STATE OF INDIANA
BY Albert J. Wedeking
Chairman, STATE HIGHWAY DEPARTMENT OF INDIANA
DATE 7/13 1954

DESCRIPTION MAR 25 1954
& FORM OK'D
BY J. C. Skaltsas

PAID BY
WARRANT No. _____
DATED _____ 19 _____

MAR 25 1954

State of Indiana, County of NEWTON
ss: GEORGE R. CLARK & KATHRYN CLARK H&W
Personally appeared before me George R. Clark & Kathryn Clark H&W
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
facts therein are true, this 26th day of FEBRUARY, 1954 J
Witness my hand and official seal.
My Commission expires Dec. 15, 1957

Frank C. Konnersman
Notary Public, DECATUR COUNTY
Frank C. Konnersman

State of Indiana, County of _____
ss: _____
Personally appeared before me _____
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
facts therein are true, this _____ day of _____, 19____
Witness my hand and official seal.
My Commission expires _____

State of Indiana, County of _____
ss: _____
Personally appeared before me _____
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
facts therein are true, this _____ day of _____, 19____
Witness my hand and official seal.
My Commission expires _____

State of Indiana, County of _____
ss: _____
Personally appeared before me _____
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
facts therein are true, this _____ day of _____, 19____
Witness my hand and official seal.
My Commission expires _____

State of Indiana, County of _____
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and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
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and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
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and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
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ss: _____
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and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
facts therein are true, this _____ day of _____, 19____
Witness my hand and official seal.
My Commission expires _____



The undersigned owner of a mortgage and/or lien on the land of which the right of way described
in the attached grant, is conveyed, hereby releases from said mortgage and/or lien said granted right of
way, and do hereby consent to the payment of the consideration therefor as directed in said grant, this
_____ day of _____, 19____
Witness my hand and official seal.
My Commission expires _____

State of Indiana, County of _____
ss: _____
Personally appeared before me _____
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the
facts therein are true, this _____ day of _____, 19____
Witness my hand and official seal.
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My Commission expires _____

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My Commission expires _____

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TITLE AND ENCUMBRANCE REPORT



RIGHT OF WAY DEPARTMENT

STATE HIGHWAY DEPARTMENT OF INDIANA

S.R. 4541 PROJ. F.I. 69 SEC. (28) WASHINGTON TWP. NEWTON CO.

Name on Plans Geo. R. & Kathryn Clark

Name in Trans. Book _____

DESCRIPTION OR ADDITION	SEC.	TWP.	RGE.	ACREAGE	ASSESSED VAL.	
	BLK.	LOT	LOT		TOWN	LAND
<u>S.W. 1/4 of T6 N.W. 14</u>	<u>3</u>	<u>28N</u>	<u>9W.</u>	<u>40</u>		<u>2230 2900</u>

DEED RECORD: _____

DEED RECORD 84 P. 10 Recorded 6-26-53 Quit-Claim Deed.

To George R. Clark and Kathryn B. Clark H.W.

From Leonard S. Clark and Olive Clark, H.W., Clifford Clark and Carrie

Subject to G. Clark, H.W., and Charlotte Clark widow of Geo. T. Clark.

Profit DEED RECORD 13 P. 522 Recorded April 20 1942 Deed.

To Charlotte Clark appointed admn. of the estate of

From George S. Clark.

Subject to _____

DEED RECORD 40 P. 559 Recorded 9-1-1899 war. Deed.

To George S. Clark

From Josiah P. Thompson and Mary J. Thompson.

Subject to _____

MORTGAGE RECORD: _____

MORTGAGE RECORD 69 P. 330 Amount \$4,600.00 Date 6-9-1953

Mortgagor George R. Clark and Kathryn B. Clark.

Mortgagee Community State Bank.

Street Address _____ City Brook State Indiana County Newton

MORTGAGE RECORD _____ P. _____ Amount _____ Date _____

Mortgagor _____

Mortgagee _____

Street Address _____ City _____ State _____ County _____

JUDGMENT RECORD: ✓

JUDGMENT DOCKET _____ P. _____ Amount _____ Rendered _____

Judg. Defendant _____ Cause No. _____

Judg. Plaintiff _____ O. B. _____ P. _____

MISCELLANEOUS RECORD: ✓

Record _____ P. _____ Amount _____ Date _____

TAXES: ✓

TAXES PAID _____ Taxes Delinquent Year _____ Amount _____

(See reverse of sheet for deed description, mortgage description, explanations, etc.)

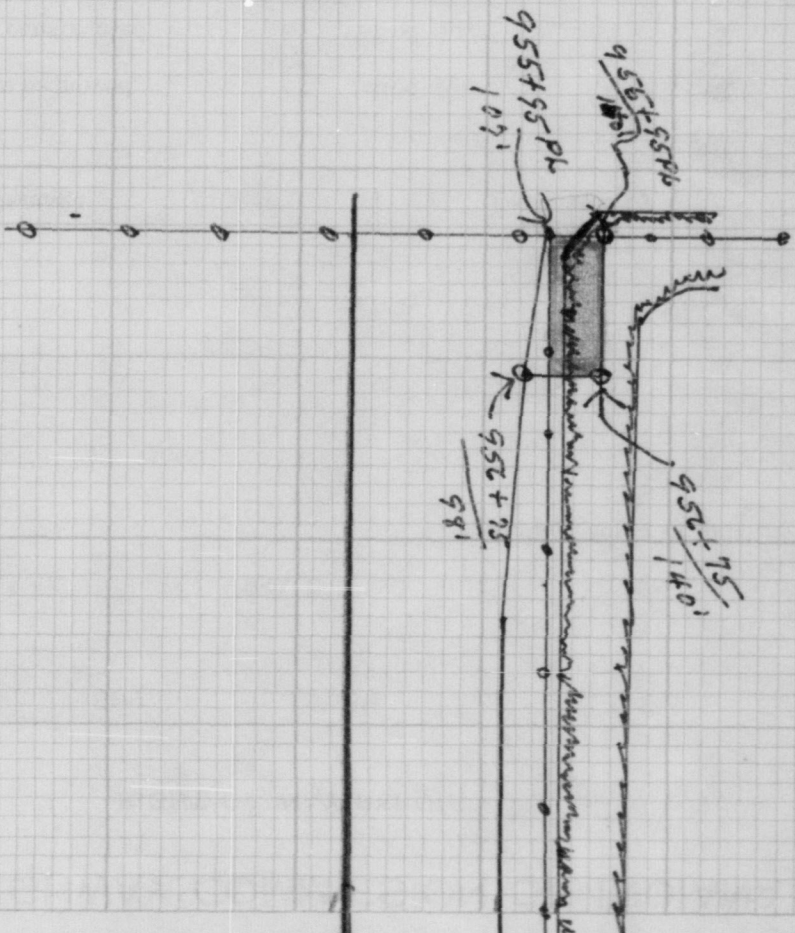
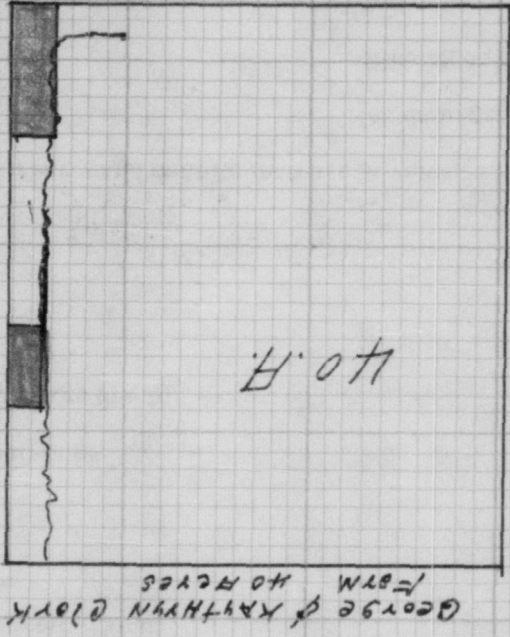
Title checked by Morris Ungar Jr Date 2-16-1954

MORTGAGE RECORD

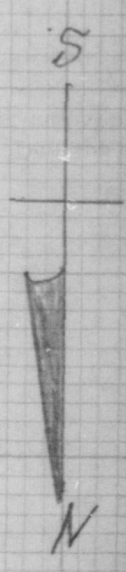
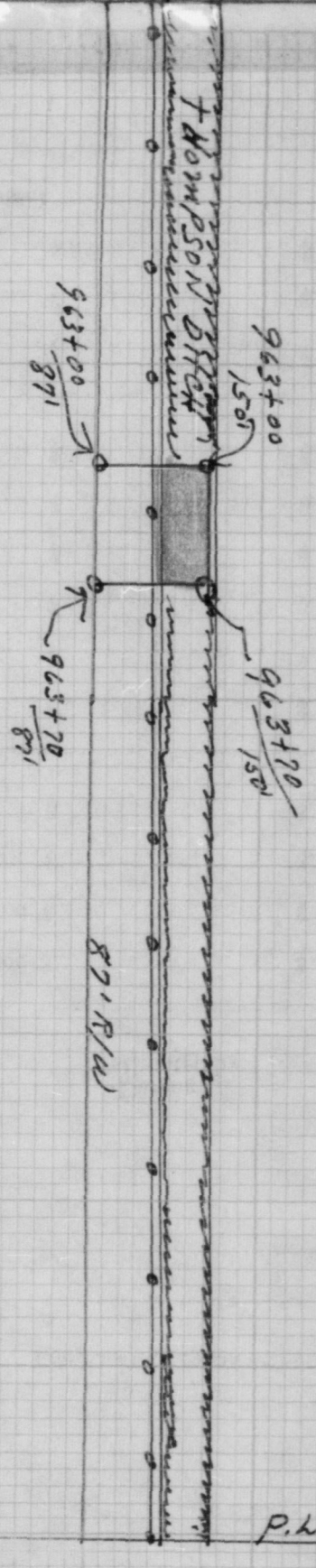
P. _____

The last three 1/4 of the N.W. 1/4 of Section 3, Twp 28
 North, Range 9 West,
 Also, all interest of grantor in and to the fractions
 A. E. 1/4 of the N.E. 1/4 of Sec. 4, Twp 28 N. Range 9 West,
 lying east of the present U.S. Highway 41 in
 it was acquired in 1953

DEED RECORD 84 P. 10



SKETCH OF THE ENTIRE FARM OR PLAT OF GROUND TO SCALE SHOWING
 SIZE AND SHAPE, LOCATION OF BUILDINGS, EXISTING ROADS, AND NEW
 ROAD, AND ANY OTHER MAJOR INFLUENCING ITEMS.



George R. & Kathryn Clark
 Sec 3, Twp. 29 North, R. 9c West
 Washington Twp.
 Newton County,
 Scale 1" = 100'

LINE "D"

SKETCH OF THE ENTIRE FARM OR PLAT OF GROUND TO SCALE SHOWING
 SIZE AND SHAPE, LOCATION OF BUILDINGS, EXISTING ROADS, AND NEW
 ROAD, AND ANY OTHER MAJOR INFLUENCING ITEMS.