

69-409-10495

548
2

Form I.C.-120-BP
Purchase Grant
LIMITED ACCESS
Revised 5-61

INDIANA STATE HIGHWAY COMMISSION
STATE OFFICE BUILDING
INDIANAPOLIS 9, INDIANA
RIGHT OF WAY GRANT

0392
FUND S
PROJECT No. 705
SECTION (2)

PARCEL No. 17, 17A, 17B

Sheet 1 of 2 Sheets

This indenture witnesseth that the undersigned, as grantors and sole owners of land in VIGO 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 Indiana State Highway Commission. The description from said plans of said right of way hereby granted is as follows:

PLANS ON SR. NO. S.R. 46 SEC. S PROJ. No. 705 SEC. (2) DATED 1963
SEC. 29, T. 12 N, R. 8 W TEMP. R/W 0.085 ~~PERM.~~ TEMP. R/W FOR BLDG. REMOVAL
PERM. R/W 0.159 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/LS. (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.

Above explanation is applicable only if centerline description is used.

PARCEL 17 LIMITED ACCESS RIGHT OF WAY.	LEFT	RIGHT
STA. TO STA. ON C/L "C"		
101 + 80 TO 102 + 95±PL	72.25	
MORE PARTICULARLY DESCRIBED AS FOLLOWS:		
A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 12 NORTH, RANGE 8 WEST, VIGO COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH PROPERTY LINE OF THE OWNERS' LAND AND THE EAST BOUNDARY OF STATE ROAD 46, SAID INTERSECTION BEING 3,461.1 FEET SOUTHERLY (ALONG THE WEST LINE OF SAID SECTION) AND 37.0 FEET EASTERLY (AT RIGHT ANGLES TO SAID SECTION LINE) FROM THE NORTHWEST CORNER OF SAID SECTION; THENCE NORTH 0 DEGREES 05 MINUTES WEST 115.0 FEET ALONG THE EAST BOUNDARY OF STATE ROAD 46; THENCE NORTH 89 DEGREES 55 MINUTES EAST 51.3 FEET; THENCE SOUTH 0 DEGREES 05 MINUTES EAST 115.0 FEET TO THE SOUTH PROPERTY LINE OF THE OWNERS' LAND; THENCE WESTERLY 51.3 FEET ALONG SAID SOUTH PROPERTY LINE TO THE POINT OF BEGINNING AND CONTAINING 0.135 ACRES, MORE OR LESS.		

ALSO:

PARCEL 17A PERMANENT RIGHT OF WAY.
THE LIMITED ACCESS PROVISIONS DO NOT APPLY TO THE FOLLOWING DESCRIBED RIGHT OF WAY NOT HEREINBEFORE DESCRIBED AS LIMITED ACCESS RIGHT OF WAY.
STA. TO STA. ON C/L "C"
101 + 60±PL TO 101 + 80 72.25
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 12 NORTH, RANGE 8 WEST, VIGO COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH PROPERTY LINE OF THE OWNERS' LAND AND THE EAST BOUNDARY OF STATE ROAD 46, SAID INTERSECTION BEING 3,326.1 FEET SOUTHERLY (ALONG THE WEST LINE OF SAID SECTION) AND 37.4 FEET EASTERLY (AT RIGHT ANGLES TO SAID SECTION LINE) FROM THE NORTHWEST CORNER OF SAID SECTION; THENCE EASTERLY 51.3 FEET ALONG THE NORTH PROPERTY LINE OF THE OWNERS' LAND; THENCE SOUTH 0 DEGREES 05 MINUTES EAST 20.0 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES WEST 51.3 FEET TO THE EAST BOUNDARY OF STATE ROAD 46; THENCE NORTH 0 DEGREES 05 MINUTES WEST 20.0 FEET ALONG SAID EAST BOUNDARY TO THE POINT OF BEGINNING AND CONTAINING 0.024 ACRES, MORE OR LESS.

ALSO:

PARCEL 17B TEMPORARY RIGHT OF WAY.
THE FOLLOWING DESCRIBED RIGHT OF WAY NOT HEREINBEFORE DESCRIBED AS PERMANENT RIGHT OF WAY IS TEMPORARY RIGHT OF WAY FOR THE REMOVAL OF BUILDINGS FROM THE PERMANENT RIGHT OF WAY HEREINBEFORE DESCRIBED ON SAID PROJECT AND WILL REVERT TO THE GRANTOR UPON THE COMPLETION OF SAID BUILDING REMOVAL.
STA. TO STA. ON C/L "C"
101 + 89 TO 102 + 95±PL 107
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 12 NORTH, RANGE 8 WEST, VIGO COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH PROPERTY LINE OF THE OWNERS' LAND 3,461.1 FEET SOUTHERLY (ALONG THE WEST LINE OF SAID SECTION) AND 88.2 FEET EASTERLY (AT RIGHT ANGLES TO SAID SECTION LINE) FROM THE NORTHWEST CORNER OF SAID SECTION; THENCE NORTH 0 DEGREES 05 MINUTES WEST 106.0 FEET; THENCE NORTH 89 DEGREES 55 MINUTES EAST 34.8 FEET; THENCE SOUTH 0 DEGREES 05 MINUTES EAST 106.0 FEET TO THE SOUTH PROPERTY LINE OF THE OWNERS' LAND; THENCE SOUTH 89 DEGREES 55 MINUTES WEST 34.8 FEET ALONG SAID SOUTH PROPERTY LINE TO THE POINT OF BEGINNING AND CONTAINING 0.085 ACRES, MORE OR LESS.

*JSA 4/29/64
Wht.*

MAY 29 1964

[Signature]

E. Catz
JAN 29 1964

PARCEL NO. 17, 17A, 17B PROJECT NO. S-705(2) SHEET 2 of 2 SHEETS.

It is hereby agreed as part of the total consideration as shown below that possession of the buildings and the land constituting the homesite on the real estate above described will be surrendered within 30 days from the date first payment is received, and \$16000.00 will be held in Escrow until said possession is given. Possession of the balance of the real estate will be given upon receipt of the first payment in the amount indicated herein.

The above and foregoing grant is made in consideration of payment of the sum of sixteen thousand Dollars (\$16000.00), which sum shall be paid or held in escrow as specified to the order of Warren L Foy and Merchants Saving Association
Grace Foy
RR4 Box 399A
Terre Haute, Ind
(Give address of Payee)

The right of way hereby conveyed may be used, subject to the discretion of the grantee, for the establishment, construction, control and maintenance of a limited access facility as defined in the act of 1945 (Acts 1945, ch. 245, page 1113) and is subject to such regulations as therein provided and to such subsequent regulations or use as may be made, adopted or provided under or by law governing such facilities or highways in general.

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 Indiana State Highway Commission 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 unless otherwise specified for Highway purposes and shall be binding until specifically vacated by resolution by the Indiana State Highway Commission.

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 Indiana State Highway Commission to pay them the amount herein stipulated.

Grantor further agrees to assume for the property described above all taxes payable for current and prior years and any taxes now a lien on said property.

Mortgagee: MERCHANTS SAVINGS ASSOCIATION
This grant is to be and become effective and binding from and after its approval by the Indiana State Highway Commission.

Land and improvements \$15938.00; Damages \$62.00; Total consideration \$16000.00

x Warren L. Foy (Grantor)
Warren L. Foy Adult Husband (Grantor)
x Grace Foy (Grantor)
Grace Foy Adult Wife (Grantor)
(Grantor) (Grantor)
(Grantor) (Grantor)
(Grantor) (Grantor)
(Grantor) (Grantor)
(Grantor) (Grantor)
(Grantor) (Grantor)
(Grantor) (Grantor)
(Grantor) (Grantor)
(Grantor) (Grantor)
(Grantor) (Grantor)
(Grantor) (Grantor)

5-7-64
JLO

Dated April 29, 1964

This instrument prepared and checked with project plans for Division of Right of Way.
BY [Signature] JAN 29 1964

AMOUNT APPROVED 6-16-64
BY [Signature]
A003562

THE ABOVE GRANT IS HEREBY ACCEPTED.
STATE OF INDIANA
BY [Signature]
Title

DESCRIPTION & FORM OK'D MAY 29 1964
BY [Signature]

PAID BY A003563
WARRANT NO. 6-23, 1964
DATED

Indiana State Highway Commission
DATE JUN 16 1964, 19

JAS
6-12-64

State of Indiana, County of _____
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 _____

Notary Public.

State of Indiana, County of _____

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 _____

Notary Public.

State of Indiana, County of _____

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 _____

Notary Public.

State of Indiana, County of _____

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____.

My 69-409 10495
Right-of-way

RECEIVED FOR RECORD
AT 11 O'CLOCK A.M.
RECORDED 334 PAGE 548-2
JUL 28 1964

WILLIAM F. COX
RECORDER VIGO CO.
cm

FILMED
INDEXED
COMPARED

Deed

make

State of Indiana, County of _____

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 _____

Notary Public.

State of Indiana, County of _____

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 _____

Notary Public.

State of Indiana, County of _____

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____.

State of _____
County of _____

Personally appeared before me _____
above named and duly acknowledged the execution of the above _____

release the _____ day of _____, 19____.

Witness my hand and official seal.

My Commission expires _____

Notary Public.

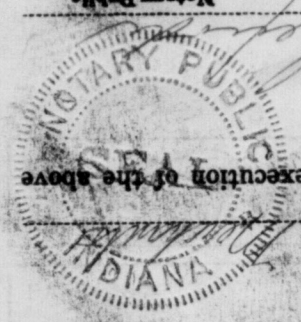
State of Indiana, County of _____

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 _____

Notary Public.



Jeanne Rexrode
Notary Public

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE
INDIANAPOLIS, INDIANA

July 1, 1964

To Warren L. & Grace Foy
R. R. 4, Box 399A
Terre Haute, Indiana

GENTLEMEN:

We enclose State Warrant No. A 003563 6-23- 1964
in settlement of the following vouchers:

DESCRIPTION	AMOUNT
Purchase	
<p><i>For the purchase of Right of Way on State Road</i> No. 46 in Vigo County S Project 705 Section (2) as per Grant dated May 20, 1964</p>	\$1,600.00
Parcel 17	

PLEASE RECEIPT AND RETURN

Received Payment: July 30, 1964 Warren L. Foy
Date: _____

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE
INDIANAPOLIS, INDIANA

June 30, 1964

To Warren L. & Grace Foy & Merchants Savings Assoc.
R. R. 4, Box 399A
Terre Haute, Indiana

GENTLEMEN:

We enclose State Warrant No. A 003562 1964
in settlement of the following vouchers:

DESCRIPTION	AMOUNT
Purchase	
For the purchase of Right of Way on State Road No. 46 in Vigo County S Project 705 Section (2) as per Grant dated April 29, 1964	\$14,400.00
Parcel 17	

PLEASE RECEIPT AND RETURN

Received Payment: *Warren L. Foy*
Date: *June 30 - 1964*

Control

APPRAISAL REVIEW

Project 5705(2) Road SR 46 County VIGO Parcel No. 17

Property Owner FOY, WILLIAM Address Riley, Indiana

Address of Appraised Property R.R. 5, Jura Haute, Ind (SR 46)

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

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

1. I have personally checked all Comparables and concur in the determinations made. _____
2. Planning and Detail Maps were supplied appraisers. ✓
3. The three approaches required (~~Income~~, Market Data and ~~Cost Replacement~~) were considered. ✓
4. Necessary Photos (3 prints of each) are enclosed. ✓
5. The appraisal is fully documented and supported as required by the State Highway Commission and the Federal Bureau of Roads. ✓
6. Plats drawn by the appraisers are attached. ✓
7. I have personally inspected the Plans. ✓
8. I have personally inspected the site and familiarized myself with the Parcel. ✓
9. I have carefully reviewed and checked the computations of this parcel and attest to their correctness. ✓

Comments _____

It is my opinion as of 4/21/64 :
(date)

(a) The fair market value of the entire property is:	\$	<u>16500</u>
(b) The fair market value of the property after the taking, assuming the completion of the improvement, is:	\$	<u>500</u>
The total value of taking is: (a minus b)	Total	\$ <u>16000</u>
(1) Land and/or improvements	\$	<u>15938</u>
(2) Damages	\$	<u>62</u>

R. Hammermith
Reviewing Appraiser
Date: 4/21/64

This is to certify that I have no present or contemplated future interest in this property, nor have I entered into collusion with the property owner or an agent of the property owner.
To the best of my knowledge, non-compensable items are not included in this appraisal.

This report to be completed in triplicate on each call. One copy to be inserted in parcel - one to be forwarded to office with weekly report - one copy to property owner.

BUYERS REPORT

PROJECT S-705-(2) PARCEL # 17
OWNER Warren L Foy husband PHONE # 894-2528
Grace Foy wife
(Other interested parties and relationship)
Merchants Savings Assn Terre Haute Ind.
ADDRESS OF OWNER RR 4 Box 399A Terre Haute Ind.
DATE ASSIGNED 4/27/64
DATE OF CONTACT 5/14/64
TIME OF CONTACT 5:30 PM
DATE OF PREVIOUS CONTACT 4/29/64

OFFER \$ 16000.00

DETAIL CONTACT* Phoned Mrs Foy and made appointment to meet
with her and her husband at their home at 5:30 PM. I
had them initial both copies of the Grant where I had
made an error in the escrow clause and had
corrected the error. While there I corrected their copy
ACTION TAKEN** of the Grant and placed my initials
beside the corrections.

SIGNED Lawrence Reel.

* Showed plans, walked over property, etc.

** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.

If area set out does not have space enough, please use back of sheet.

This report to be completed in triplicate on each call. One copy to be inserted in parcel - one to be forwarded to office with weekly report - one copy to property owner.

BUYERS REPORT

PROJECT S-705 (2) PARCEL # 17

OWNER Warren S Foy PHONE # 894-2528

Grace Foy

(Other interested parties and relationship)

Joseph Moser & wife Neutera
Merchants Savings Association Terre Haute Ind

ADDRESS OF OWNER RD 4 Terre Haute Box 399A

DATE ASSIGNED 4/27/64

DATE OF CONTACT 5/1/64

TIME OF CONTACT 10:00 AM.

DATE OF PREVIOUS CONTACT 4/29/64

OFFER \$ 16000.00

DETAIL CONTACT* Delivered Grant and Claim Voucher to Merchants Savings Assn. for mortgage release. No objections there, all at meeting out of town. Picked up properly signed papers today.

ACTION TAKEN** Parcel Secured.

SIGNED Lawrence Beere

* Showed plans, walked over property, etc.
** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.
If area set out does not have space enough, please use back of sheet.

This report to be completed in triplicate on each call. One copy to be inserted in parcel - one to be forwarded to office with weekly report - one copy to property owner.

BUYERS REPORT

PROJECT S-705 C21 PARCEL # 17
OWNER Warren L Foy husband PHONE # 894-2528
Grace Foy wife
(Other interested parties and relationship)
Judith Moser & wife
Merchants Savings Association Terre Haute Ind
ADDRESS OF OWNER RR 4 Terre Haute Box 399A
DATE ASSIGNED 4/27/64
DATE OF CONTACT 4/29/64
TIME OF CONTACT 5:00 PM
DATE OF PREVIOUS CONTACT None

OFFER \$ 16000.00

DETAIL CONTACT* Met with Mr and Mrs Warren Foy at their home and explained prints and answered their questions about the NW 1/4 state events to acquire. The state offer was made and accepted.

ACTION TAKEN** Secured.

SIGNED Lawrence Reese

* Showed plans, walked over property, etc.

** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.

If area set out does not have space enough, please use back of sheet.

This report to be completed in triplicate on each call. One copy to be inserted in parcel - one to be forwarded to office with weekly report - one copy to property owner.

BUYERS REPORT

PROJECT P-705 (2) PARCEL # 17

OWNER Warren J Foy PHONE # 894-2528
Grace Foy

(Other interested parties and relationship)
Mr and Mrs. Joseph Moser Renters

ADDRESS OF OWNER RR4 Terre Haute Ind Box 399A

DATE ASSIGNED 4/27/64

DATE OF CONTACT 5/1/64

TIME OF CONTACT 10:30 AM

DATE OF PREVIOUS CONTACT None

OFFER \$ 16000.00

DETAIL CONTACT* Met with Mr and Mrs Joseph Moser at their home and had Reas form filled out and signed. They are both students and plan to leave Indiana middle of June.

ACTION TAKEN**

SIGNED Lawrence Rees

* Showed plans, walked over property, etc.
** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.
If area set out does not have space enough, please use back of sheet.

This report to be completed in triplicate on each call. One copy to be inserted in parcel - one to be forwarded to office with weekly report - one copy to property owner.

BUYERS REPORT

PROJECT S 705- (2) PARCEL # 17
OWNER Warren J Foy PHONE # 894-2528

(Other interested parties and relationship)

ADDRESS OF OWNER Riley, Ind.
DATE ASSIGNED 4/27/64
DATE OF CONTACT 4/27/64
TIME OF CONTACT 7:30 PM
DATE OF PREVIOUS CONTACT None

OFFER \$ _____

DETAIL CONTACT* Phoned Mr. Foy and made appointment to meet with Recond His wife April 29th at 4:30 PM at their home.

ACTION TAKEN** _____

SIGNED Lawrence Reece

* Showed plans, walked over property, etc.

** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.

If area set out does not have space enough, please use back of sheet.

R E S O L U T I O N

WHEREAS, The Indiana State Highway Commission of Indiana has heretofore acquired by Grant ✓ Dated 4-29-64 ✓ executed by the STATE OF INDIANA and Warren Foy ✓ a con. bl house att garage ✓

including trees, shrubs and fence, if any, on Road # 46 ✓ located within the limits of the proposed improvements to be made on said highway. The parcel of real estate is situated in Vigo ✓ County, Indiana, and more particularly described as follows:

Pt. NW 1/4 ✓ SW 1/4 ✓ SEC 29 ✓ TWP 12N ✓ Rge 8W ✓

WHEREAS, the parcel of real estate heretofore described was so procured by the Indiana State Highway Commission for construction of Road 46 ✓ through the County, and

WHEREAS, the above mentioned buildings and improvements located on right of way of said proposed construction project designated as S-705 (2) ✓ and

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

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

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

ADOPTED and PASSED by the Indiana State Highway Commission of Indiana this 21st day of May, 1964.

Offices of the Indiana State Highway Commission of Indiana.

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


IN WITNESS WHEREOF, I, Roy Whitton, Secretary of the Indiana State Highway Commission of Indiana, hereto place my hand and seal of said Commission on this 21st day of May, 1964.

Roy F. Whitton
Secretary

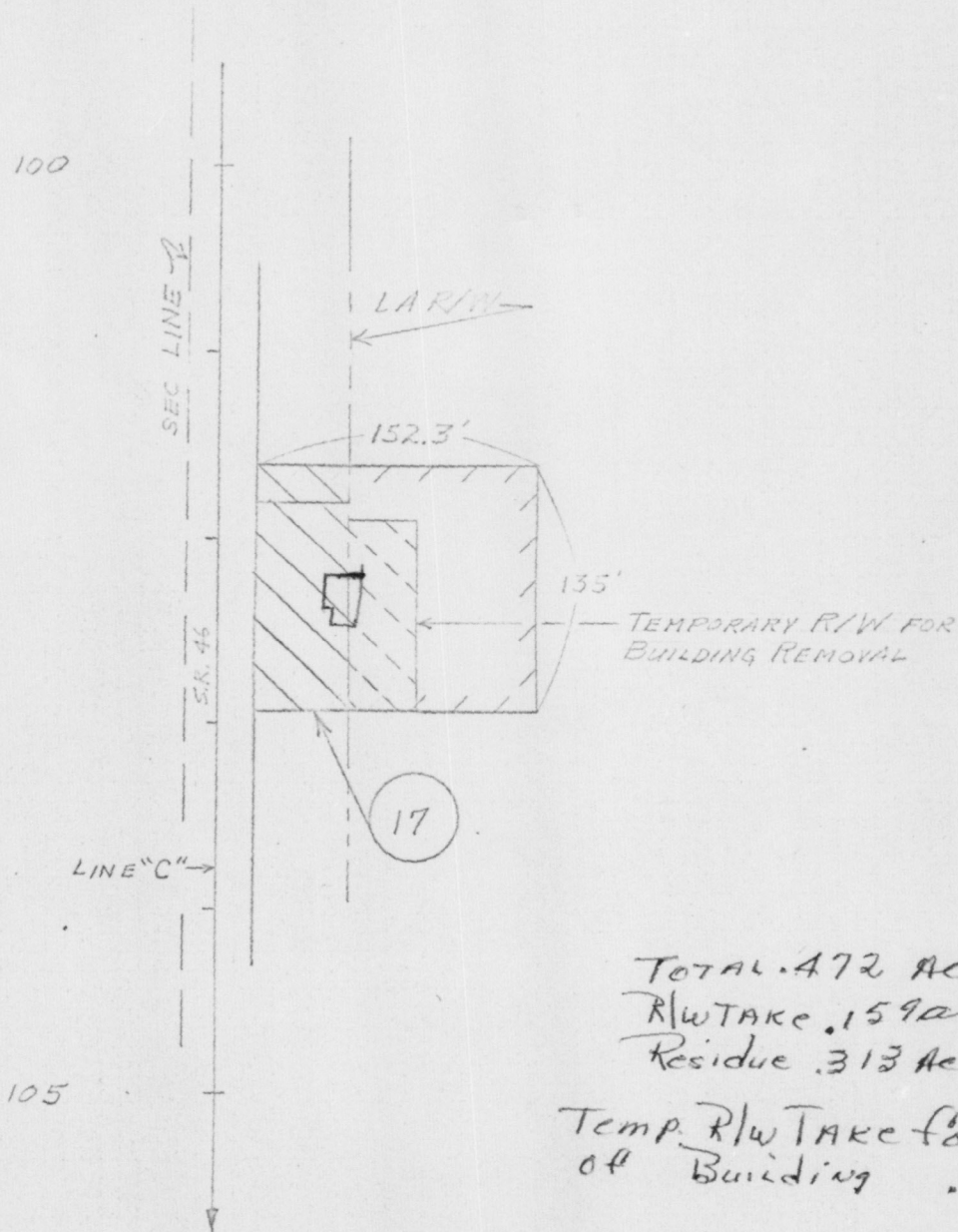
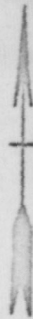
SEAL:

PARCEL NO. 17
PROJECT NO. S 105(2)
ROAD NO. SR. 46
COUNTY : Vigo
SECTION : 29
TOWNSHIP: 12 N
RANGE : 8 W

OWNER: Foy, WARREN L. ET AL. DRAWN BY: D.E. [unclear]
DEED RECORD 294 PAGE 404 DATED 2-15-56 CHECKED BY: [unclear]

 HATCHED AREA IS THE APPROXIMATE TAKING

SCALE: 1"=100'



TOTAL .472 AC.
R/W TAKE .159 AC.
Residue .313 AC.
Temp. R/W TAKE for Removal
of Building .085 AC.

SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORT

PROJECT No. S-705 (2) STATE ROAD No. 46 PARCEL No. 17

RECORD OWNER Warren L. and Grace Foy

FROM September 20, 1963 TO May 26, 1964

I have checked the following records in Vigo 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>Tax Paid - none delinquent</u>

CHANGES SINCE DATE OF LAST ABSTRACT ARE AS FOLLOWS: _____

SIGNED Oda N. Collins
Oda N. Collins--Abstractor
DATE May 26, 1964

TITLE AND ENCUMBRANCE REPORT

RIGHT OF WAY DEPARTMENT STATE HIGHWAY DEPARTMENT OF INDIANA

S. R. _____ PROJ. S-705 (2) COUNTY Vigo

Names on Plans Warren L. & Grace Foy

Names in Trans. Book Warren L. & Grace Foy

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Value
Pt SW (See abstract)	29	12 N	8 W		Land \$100.00 Imp \$2710.00

LAST OWNER OF RECORD

Deed Record 294 p. 404 Recorded 2/16/56 Dated 2/15/56 Deed
 Grantor William E. Lambert and Lydia M. Lambert, husband and wife
 Grantee Warren L. Foy and Grace Foy, husband and wife
 Address of Grantee _____

MORTGAGE RECORD

Mortgage Record L-15 p. 979 Amount \$8500.00 Dated 8/14/62
 Mortgagor Warren L. Foy and Grace Foy, husband and wife
 Mortgagee Merchants Savings Association

JUDGMENT RECORD Yes None LIS PENDENS RECORD Yes None
 MISCELLANEOUS RECORD Yes None EASEMENTS Yes None

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

TAXES Current Paid Delinquent

CERTIFICATE

I, the undersigned certify that the above and the attached copies include all transfers of the above described real estate as shown by the records in the office of Recorder of the above county from the date of the earliest entry shown in this search to date, except as otherwise noted, and that all liens, judgments and other matter of record hereinbefore requested for the same period are set forth,

HENDRICH ABSTRACT CO., INC.
 CHARLES M. EGGLESTON, SECY.

Dated this 20 day of Sept. 1963 Charles M. Eggleston, Secy
 Abstractor

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

Final approval of Abstract of Title _____ Date _____ By _____
 Deputy Attorney General

Following:
 135 feet off the south side of the
 Ninety five one hundredths (95/100)
 acres in the southwest corner of
 Twenty five (25) acres off the north
 side of the northwest quarter of the
 southwest quarter of Section 29,
 Township 12 North, Range 8 West, in
 Lost Creek Township, Vigo County,
 Indiana, the same being more particul-
 arly described as follows: Commencing
 at the intersection of the east right
 of way line of State Road #46 with the
 south line of the above described
 twenty five (25) acres of land, thence
 running north with said east line of
 said State Highway #46 two hundred
 sixty seven (267) feet, thence running
 east one hundred fifty two and three
 tenths (152.3) feet, thence south two
 hundred sixty seven (267) feet to the
 south line of the above described two-
 ty five (25) acre tract, thence runn-
 ing west with said south line of said

AN ABSTRACT
 [Slip /]
 Made by Hendrich Abstract Co.
 FROM 7 o'clock A.M. June 7, 1935 to date
 OF THE CONVEYANCES, MORTGAGES
 AND INCUMBRANCES OF RECORD
 UPON THE FOLLOWING REAL ESTATE
 SITUATED IN VIGO COUNTY, INDIANA

~~In continuation of Abstract No.~~

twenty five (25) acre tract, one hundred fifty two and three tenths (152.3) feet to the point of beginning, containing ninety five and one hundredths (95/100) acre more or less.

Subject to right of way grant to the State of Indiana, dated June 21, 1941 and recorded October 21, 1941 in Deed Record 222 page 511 of the Records in the Recorder's Office of Vigo County, Indiana.

Callie B. Fraza,
an unmarried woman
TO

Instrument, Edward J. Hein
Warranty Deed

Consideration, \$1.00 and other valuable
considerations

Revenue Stamp, \$4.00

Gross Income Tax Stamp,

Dated, June 6, 1935

Recorded, June 7, 1935

Acknowledged, June 6, 1935
before Fairy M. Umstot, N.P., Vigo Co., Ind.

(Notary Seal)

Commission Expires, April 25, 1939

DESCRIPTION

The following Real Estate in Vigo County in the State of Indiana,

to-wit: Twenty five (25) acres off the
north end of the northwest quarter ($\frac{1}{4}$) of
Section Twenty nine (29), Township
Twelve (12) North, of Range eight (8)
West, also the following described
real estate situated in Vigo
County, Indiana, to-wit:
Commencing fifty (50) rods south
of the northeast corner of the west
half ($\frac{1}{2}$) of the southwest quarter ($\frac{1}{4}$)
of Section twenty nine (29), Township
Twelve (12) North, Range eight (8)
West, running thence west forty two

(42) rods, thence south fifty nine and nine nineteenth (59 9/19) rods, thence east forty two (42) rods, thence north fifty nine and nine nine nineteenth (59 9/19) rods, to the place of beginning, Subject to the Pole rights of the Durand Coal Company, recorded in Miscellaneous Record 67, page 178 of the records of the Recorder's Office of Vigo County, Indiana. Also subject to the taxes of 1935 due and payable in 1936 and all subsequent taxes.

Signed: Callie B. Fraza (Seal)

Acknowledged by Callie B. Fraza.

-over-

This indenture witnesseth, that the owners of land in Vigo 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 Commission of Indiana. the Description from said plans of said right of way hereby granted is as follows:

Plans on State Road No. 46, Project No. 705, Sec. A., Str. No. -----
 Pt. SW 4, Sec. 29 and 30 T. 12, N.R. 8 W., 0.76 A Plans Dated-----

STATE HIGHWAY COMMISSION OF INDIANA
 STATE HOUSE ANNEX
 Indianapolis, Indiana
 RIGHT OF WAY GRANT

Deed Record 222
 Page 511

[Sur 3]

----- Proj. No. 705
 Section A
 Str. No. -----
 Paid by Warrant No. 204234
 Dated 6/21/1941

M

From Station to Station
18 7 05 to 34 7 60

Distance in Feet is from center line as shown on the above designed plans to the new Right of way line hereby granted.

Left Side of Center Line	Right Side of Center Line
40 feet	_____ feet

Amt. approved 6/11/41

By W. E. H.

The above and foregoing grant is made in consideration of payment of the sum of One Hundred Dollars (\$100.00), which sum shall be paid to the order of Edward J. Hein, R. R. 6, Terre Haute, Ind.

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.

H.I.J. 6/12/41.

6/19/41

Indiana.

Chairman, State Highway Commission

By James D. Adams,

State of Indiana

The above granted is hereby accepted.

Dated 5/28/1941

(Grantor)

Edward J. Hein

Highway Commission of Indiana.

approval by the chairman of the State

and binding from and after its

This grant is to be and become effec-

ated. None.

to pay them the amount herein stipul-

the State Highway Commission of Indiana

tion for the purpose of inducing

low, and that they make this represen-

lands as conveyed except as shown be-

of any kind or character on said

encumbrances, leases, liens or options

further represent that there are no

ty property, and said grantors

owner(s) of the above described proper-

he, she (is) or they (are) the sole

grantors being duly sworn, says that

or destroy such timber. The undersigned

or or if he or they object, may sell

ing lands of the grantors, or success-

from the right of way onto the adjoin-

contractor may remove such timber

notified the State Highway or its

to do so for five days after being

same from said right of way and falling

the grantors shall promptly remove the

to be removed from said right of way,

Commission shall designate any timber

representatives, wherever the State Highway

Commission, through its authorized repre-

designated by the State Highway Commi-

that which from time to time is

from said granted right of way except

No timber shall be cut or removed

[Seal]

M

Form & Descept OK'D

6/12/41

By P. T. Schaeffer

STATE OF INDIANA

SS:

COUNTY OF VIGO

Personally appeared before me,
Edward J. Hein (single) and acknowledged the execution of the above agreement and being duly sworn upon their oath, stated the facts therein are true, this 28 day of May, 1941.

Witness my hand and official seal.

J. L. Choiniere

Notary Public

(Notary Seal)

My commission expires: 4/15/44.

Recorded October 21, 1941.

Deed Record 273 Page 184

[Slur 5]

Edward J. Hein,
an unmarried adult

TO

Edmund E. Farr and
Norma Jean Farr,
husband and wife.
Warranty Deed

Instrument,
Consideration, \$1.00 and other good and
valuable consideration
Revenue Stamp, \$2.20
Gross Income Tax Stamp,

Dated, August 18, 1952

Recorded, Sept. 4, 1952

Acknowledged, August 18, 1952
before Hilda I. White, N.P., Vigo Co. Ind.

(Notary Seal)

Commission Expires, January 3, 1953

DESCRIPTION

The following Real Estate in Vigo County in the State of Indiana,
to-wit:

Ninety five one hundredths (95/100)
acres in the southwest corner of
twenty five (25) acres off the north
side of the northwest quarter (NW $\frac{1}{4}$) of
the southwest quarter (SW $\frac{1}{4}$), Section
29, Township 12 North, Range 8 West,
in Lost Creek Township, Vigo County,
Indiana, the same being more particul-
arly described as follows: Commencing
at the intersection of the east
right of way line of State Road #46,
with the south line of the above
described twenty five (25) acres of
-over-

land, thence running northwithsaid
east line of said State Highway #46
two hundred sixty seven (267) feet,
thence running east one hundred fifty
two and three tenths (152.3) feet, th-
ence running south two hundred sixty
seven (267) feet to the south line
of the above described twenty five (25)
acre tract, thence running west with
said southline of said twenty five
(25) acre tract one hundred fifty two
and three tenths (152.3) feet to the
point of beginning, containing ninety
five one hundredths (95/100) acres,
more or less.

Signed: Edward J. Hein (Seal)
Edward J. Hein

That the plaintiff is the owner of them during their married life. and furnishings accumulated by interest in certain household goods each the owners of a one half That plaintiff and defendant are should be restored.

and that her former name of Lambert decreed a divorce from the defendant and that the plaintiff should be defendant upon his cross complaint complaint are true and against the that the allegations of the plaintiff's the plaintiff on her complaint and advised in the premises finds for the court and the court being fully Evidence is introduced and heard by upon defendant's cross complaint.

complaint, and the issues formed the issues formed on plaintiff's for finding, judgment and decree upon to the court for trial by agreement cause being at issue is now submitted was served upon the defendant and this date of issuance of the summons which on file more than sixty days from the Attorney and this cause having been the defendant in person, and by his and by her Attorney, and comes now Comes now the plaintiff in person

O.B. 70/454 1/2

May 8, 1953

Sum. Ret. 1/5/53

Filed 12/16/52

Divorce

Edmond E. Farr

VS.

Norma Jean Farr

No. 28428

Vtgo Superior No. 2 Court

[Sur 6]

certain wedding presents and gifts now in her possession.

That plaintiff and defendant are the owners of the following described real estate as tenants by the entireties:

Ninety five one hundredths (95/100) acres in the southwest corner of twenty five (25) acres off the north side of the northwest quarter of the southwest quarter of Section 29, Township 12 North, Range 8 West, in Lost Creek Township, Vigo County, Indiana, the same being more particularly described as follows: Commencing at the intersection of the east right of way line of State Road #46 with the south line of the above described twenty five (25) acres of land, thence running north with said east line of said State Highway #46 two hundred sixty seven (267) feet, thence running east one hundred fifty two and three tenths (152.3) feet, thence running south two hundred sixty seven (267) feet to the south line of the above described twenty five (25) acres tract, thence running west with said south line of said twenty five (25) acre tract, one hundred fifty two and three tenths (152.3) feet to the point of beginning, containing ninety five one hundredths (95/100) acres, more or less.

That plaintiff and defendant and each are the owners of one half interest in certain buildings supplies and materials purchased and paid for before the filing of this divorce suit and to be ^{used} in the improvement of the real estate

herein described. That plaintiff is entitled to recover costs and plaintiff's attorney should be paid a reasonable attorney fee of One Hundred twenty five dollars (\$125.00). IT IS THEREFORE, considered and adjudged by the court that the bonds of matrimony heretofore existing between plaintiff and defendant be dissolved. That the plaintiff be and she is hereby granted an absolute divorce from the defendant and that plaintiff's former name of Lambert be restored.

That plaintiff and defendant are each the owners of a one half interest in certain household furniture and furnishings purchased by plaintiff and defendant during their married life. That plaintiff is the owner of certain wedding presents and gifts now in her possession. That plaintiff and defendant are each the owners of a one half interest of certain building supplies and materials purchased and paid for before the filing of this action and to be used in the improvement of certain real estate owned by plaintiff and defendant as tenants by the entties.

That the plaintiff should recover costs and that the defendant should pay plaintiff's attorney a reasonable attorney fee of one hundred twenty five dollars (\$125.00), which the court finds has been paid.

Record Signed: Albert R. Owens,
Judge.

[Sup 2]

Vigo Superior Court

No. 44843

Norma Jean Lambert

VS

Edmond E. Farr

Terre Haute Savings Bank

Partition

Filed 6/3/53

Sum. Ret. 6/17/53

March 16, 1954

O.B. 118/347

Comes now the plaintiff, Norma Jean Lambert, by her attorneys Everett

and Everett, and comes now the defend-

ant, Edmond E. Farr, by his attorney,

Hunter Von Leer, and comes now defend-

ant, Terre Haute Savings Bank, by

its attorneys Dewey and Natkemper

plaintiff files her second amended

complaint, which is in words and

figures as follows, (here insert)

defendant, Edmond E. Farr, files answer

to plaintiff's second amended complaint

which is in words and figures as

follows, (here insert), defendant

Terre Haute Savings Bank, files

answers to plaintiff's second amended

complaint in two paragraphs, which

is in words and figures as follows,

(here insert) and this cause being

at issue is now submitted to the court

for trial, findings and judgment,

and the court having heard the eviden-

ce and being sufficiently advised in

the premises finds that the plaintiff,

Norma Jean Lambert, and the defendants

Edmond E. Farr, are the owners of the

real estate described in plaintiff's

second amended complaint, and that

said real estate is indivisible and

cannot be divided without damage and the court finds that the interests therein and liens thereon are as follows:

1. That the plaintiff, Norma Jean Lambert, and the defendant, Edmond E. Farr, are owners in fee simple as tenants in common of the real estate described in plaintiff's second amended complaint.

2. That plaintiff, Norma Jean Lambert is the owner of an undivided one half interest in said real estate and that the defendant, Edmond E. Farr, is the owner of an undivided one half interest in said real estate.

3. That the defendant, Terre Haute Savings Bank, holds a mortgage on the real estate described in plaintiff's complaint which is a valid and substituting lien superior to all other liens except that of taxes. That there is due, owing and unpaid on said mortgage the principal sum of Two Thousand dollars (\$2000.00), interest in the sum of \$140.55 and attorney fee for Terre Haute Savings Bank attorneys \$100.00 making a total due, owing and unpaid on said mortgage \$2240.55.

4. That the plaintiff and the defendant are entitled to have said real estate partitioned and sold and the proceeds divided.

IT IS THEREFORE CONSIDERED, ADJUDGED AND DECREED by the court, that said real estate, to-wit:

Ninety five one hundredths (95/100) acres in the southwest corner of twenty five (25) acres off the north side of the northwest quarter of the

IT IS FURTHER ORDERED, that said Commissioner hereinafter named, sell said real estate free and clear of the mortgage lien of the defendant, Terre Haute Savings, Bank, and subject to taxes which the purchaser shall pay. That the lien of mortgage shall be transferred to the proceeds of the sale.

IT IS FURTHER CONSIDERED AND ADJUDGED that Harold J. Bitzegaio be and he is hereby appointed Commissioner to make sale of said real estate and that before proceeding as said Commissioner, he file oath and bond, bond to be in the sum of \$5000.00, with surety to be approved by the court.

Record Signed: Thomas P. Gallagher
Judge.

May 19, 1954 O.B. 118/451
ORDER APPROVING COMMISSIONER'S SALE
OF REAL ESTATE.

Comes now Harold J. Bitzegaio, the duly appointed and qualified Commissioner to make sale of the real estate in the above entitled cause, and files an appraisal of said real estate and files the following verified report of sale of said real estate, together with the proofs of posting ~~together with the proofs~~ and publication of notice of such sale, which appraisal and verified report and proofs of publication and posting are in the words and figures as follows, to-wit: (here insert) from which it appears that and the court so finds, that after having said real estate duly appraised as provided by law and after giving notice of the sale

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southwest quarter of Section 29,

Township 12 North, Range 8 West, in

Lost Creek Township, Vigo County,

Indiana, the same being more particu-

larly described as follows: Commencing

at the intersection of the east right

of way line of State Road #46 with

the south line of the above described

twenty five (25) acres of land thence

running north with said east line of

said State Highway #46 two hundred

sixty seven (267) feet, thence running

east one hundred fifty two and three

tenths (152.3) feet thence running

south two hundred sixty seven (267) feet

to the south line of the above describ-

ed twenty five (25) acre tract, thence

running west with said south line of

said twenty five (25) acre tract

one hundred fifty two and three tenths

(152.3) feet to the point of beginning,

containing ninety five one hundredths

(95/100) acre, more or less.

be appraised as provided by law and

as property is appraised upon execution

and sold at private sale for not less

than the full appraised value thereof,

on such terms as hereinafter provided

and for cash.

IT IS FURTHER ORDERED, that the

Commissioner hereinafter named to

make sale of said real estate, give

notice of the time, terms and place

of sale by posting written or

printed notice at the south door of

the Vigo County Court House and by

publishing one publication of said

notice in the Terre Haute Tribune

or Terre Haute Star, said notice to

be posted and published ten day prior

to said sale.

authorized in this cause to distribute as soon as possible the cash proceeds of such sale among the parties hereto in proportion to their respective interests in said real estate and upon such payment and distribution being made, said Commissioner is required to make due report thereof to this court and file therewith proper vouchers as evidence of such payment.

And this cause is continued for report of said commissioner.

Record Signed: Thomas P. Gallagher
Judge.

June 28, 1954

O.B. 118/512

Comes now Harold J. Bitzegaio, Commissioner appointed by this court and files his final report of distribution which reports reads as follows, to-wit:

COMMISSIONERS FINAL REPORT

The undersigned, Commissioner appointed by this court to make sale of real estate sought to be partitioned herein; respectfully reports that Charles E. Lambert and Ivel Lambert, purchasers of said real estate, have paid the purchase money in full; that he has received of said purchasers the sum of Four thousand (\$4000) dollars that he has made and delivered to said purchasers a Commissioners Deed to said property, said deed having been approved by this court.

That certain abstractor's fees remained unpaid by the parties hereto and certain abstractor's fees have accrued as a result of this partition suit, which fees have been paid by said Commissioner from the proceeds of said sale.

of said real estate as required by the order of this court authorizing such sale, said Commissioner sold the same at private sale to Charles E. Lambert and Ivel Lambert, husband and wife, for the sum of Four thousand dollars (\$4,000.00) that being the highest and best bid received therefor and the full appraised value thereof.

The court further finds that said purchasers paid to said Commissioner the sum of Four thousand dollars (\$4,000.00) in cash for said real estate and they have complied with all the terms of said sale of said real estate.

The court being sufficiently advised in the premises and being satisfied that the said sale of said real estate ought to be approved, now in all things approves said report and ratifies and confirms said sale and said Commissioner is now ordered to execute to said purchasers his deed as such commissioner conveying said real estate to said purchasers.

And said Commission now reports and submits said deed and the same being examined, is approved by the court and ordered delivered to said purchasers and the court now, upon proof heard, allows said Commissioner for his services the sum of \$100.00 and orders the same taxed and paid as a part of the costs of this proceeding.

The court further ordered and directs said Commissioner, after payment of all expenses and costs of said sale and the costs of this action and the payment of liens as heretofore

-over-

That said Commissioner has paid Indiana Gross Income Tax on said sale as evidenced by the Certificate of Clearance attached hereto.

That he charges himself as follows: Amount realized from sale of real estate . . . \$1,000.00

That he has paid out on costs of sale and to the parties entitled to received the same, as shown by vouchers attached hereto, as follows:
 1. Terre Haute Savings Bank \$2,240.55
 Satisfaction of mortgage, with interest and attorney fees *
 10. Court costs 22.48
 Total expenditures \$3,163.36
 Amount left for Distribution \$836.64

DISTRIBUTION

11. Norma Jean Lambert - $\frac{2}{3}$ share 418.32
 12. Edmond B. Farr - $\frac{1}{3}$ share 418.32
 Total 836.64
 Amount left in Commissioners hands 00.00

WHEREFORE, said Commissioner asks that this, his final report, be in all things approved, that he be discharged from his duties herein that his bondsmen be released.
Harold J. Bitzgerato
Commissioner

Subscribed and sworn to before me, this 28th day of June, 1954.
Jack H. Markin
Notary Public
 (Notary Seal)

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My commission expires: February 19,
1957.

The court having examined said
report approves same, and orders
Commissioner discharged, bond and
surety released.

Record Signed: Thomas P. Gallagher
Judge.

described twenty five (25) acre tract,
 feet, to the south line of the above
 south two hundred sixty seven (267)
 east one hundred fifty three (152.3) feet, thence running
 said State Highway #46, thence running
 running North with said East line of
 twenty five (25) acres of land, thence
 the south line of the above described
 of way line of the above described
 at the intersection of the East right
 Indiana, the same being as follows: Commencing
 Lost Creek Township, Vigo County, in
 Township 12, North, Range 8 West, in
 southwest quarter of Section 29, in
 side of the northwest quarter of the
 twenty five (25) acres of the north
 acres in the southwest corner of
 to-wit: Ninety five hundredths (95/100)

situated in Vigo County, Indiana,
 00) the following described real estate,
 sum of Four thousand dollars (\$4,000.
 Vigo County, State of Indiana, for the
 Ivelle Lambert, husband and wife, of the
 conveys to Charles E. Lambert and
 number _____, as such Commissioner
 in Order Number _____, page
 Court in Book Number _____, Cause No.
 44843, in said cause made and entered
 Terre Haute Savings Bank, Cause No.
 Jean Lambert vs. Edmund E. Farr and
 case pending in the State of Indiana, in a
 Vigo County, therein entitled Norma
 appointed by the Superior Court of
 Harold J. Bitzgero, Commissioner,

COMMISSIONER'S DEED

Deed Record 283
 [Surp 12]
 Page 443

thence running west with said south line of said twenty five (25) acre tract one hundred fifty two and three tenths (152.3) feet to the point of beginning, containing ninety five one hundredths (95/100) acre, more or less.
Subject to a right of way grant to the State of Indiana, dated June 21, 1941 and recorded October 21, 1941 in Deed Record 222 page 511 of the Records of the Recorder's Office of Vigo County, Indiana.

Subject to 1953 taxes, due and payable in 1954, which taxes purchaser shall pay.

IN WITNESS WHEREOF, the said Harold J. Bitzegaio, Commissioner as aforesaid, has hereunto set his hand and seal, this 10th day of May, 1954.

Harold J. Bitzegaio
Harold J. Bitzegaio
Commissioner.

STATE OF INDIANA

SS:

COUNTY OF VIGO

Before me, the undersigned, a Notary Public, in and for said County and State, this 10th day of May, 1954, personally appeared Harold J. Bitzegaio Commissioner, and acknowledged the execution of the annexed Deed.
Witness my handⁿ and Notarial.

Margaret G. Schneider
Notary Public

(Notary Seal)
My commission expires:
January 25, 1955

Approved in open court this 19
day of May, 1954.
Thomas P. Gallagher
Judge of the Superior
Court of Vigo County.
Recorded May 21, 1954.

[Sup 13 1]

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[Slur 14]

Deed Record Page 444 283

Charles E. Lambert and Ivel Lambert, husband and wife.

TO

William E. Lambert and Lydia M. Lambert, husband and wife.

Instrument,

Warranty Deed

Consideration, \$1.00 and other valuable

consideration

Revenue Stamp, \$7.40

Gross Income Tax Stamp,

Dated, May 20, 1954

Recorded, May 21, 1954

Acknowledged, May 20, 1954 before

Harold J. Bitzegan, N.P., Vigo Co.,

Ind.

(Notary Seal)

Commission Expires, February 19, 1957

DESCRIPTION

The following Real Estate in Vigo County in the State of Indiana,

to-wit:

Ninety five one hundredths (95/100)

acres in the southwest corner of

twenty five (25) acres off the north

side of the northwest quarter of the

southwest quarter of Section 29,

Township 12 North, Range 8 West, in

Lost Creek Township, Vigo County,

Indiana, the same being more particu-

larly described as follows:

Commencing at the intersection of

the east right of way line of State

Road No. 46 with the south line of

-over-

the above described twenty five (25) acres of land, thence running north with said east line of said State Highway No. 46, 267 feet, thence running east 152.3 feet; thence running south 267 feet to the south line of the above described twenty five (25) acre tract, thence running west with said south line of said 25 acre tract, 152.3 feet to the point of beginning, containing 95/100 acre, more or less. Subject to a right of way grant to the State of Indiana dated June 21, 1941, and recorded October 21, 1941 in Deed Record 222, page 511 of the Records of the Recorder's Office of Vigo County, Indiana

Signed: Charles E. Lambert (Seal)
Ivele Lambert (Seal)

Acknowledged by Charles Lambert and
Ivele Lambert.

Deed Record 289 Page 538

Edmund E. Farr and

Erma L. Farr,

husband and wife,

TO

William E. Lambert and

Lydia M. Lambert,

husband and wife.

Instrument, Quit Claim Deed

Consideration,

\$1.00

Revenue Stamp,

Gross Income Tax Stamp,

Dated,

October 15, 1954

Recorded,

May 17, 1955

Acknowledged,

October 15, 1954

before

Byron L. Brown, N.P., Vigo Co., Ind.

(Notary Seal)

Commission Expires, January 24, 1958

DESCRIPTION

The following Real Estate in Vigo County in the State of Indiana,

Ninety five one hundredths (95/100)

acres in the southwest corner of

twenty five (25) acres of the north

side of the northwest quarter of the

southwest quarter of Section 29,

Township 12 North, Range 8 West, in

Lost Creek Township, Vigo County,

Indiana, the same being more particu-

larly described as follows: Commencing

at the intersection of the east right

of way line of State Road No. 46

with the south line of the above des-

cribed twenty five (25) acres of land,

-over-

thence running north with said east line, of said State Highway No. 46, 267 feet; thence running east 152.3 feet; thence running south 267 feet; to the south line of the above described twenty five (25) acre tract, thence running west with said south line of said 25 acre tract, 152.3 feet to the point of beginning, containing 95/100 acres, more or less, Subject to a right of way grant to the State of Indiana, dated June 21, 1941 and recorded October 21, 1941, in Deed Record 222, page 511 of the records of the Recorder's Office of Vigo County, Indiana.

The purpose of this deed is to correct a flaw in title.

Signed: Edmund E. Farr (Seal)
Erma L. Farr (Seal)

Deed

Record 289 Page 539

William E. Lambert and
Lydia M. Lambert,
husband and wife.

TO

Joseph A. Sturgeon and
Barbara Ann Sturgeon,
husband and wife.

Instrument,

Warranty Deed

Consideration, \$1.00 and other valuable
consideration

Revenue Stamp, \$9.90

Gross Income Tax Stamp,

Dated,

May 2, 1955

Recorded,

May 17, 1955

before

Acknowledged May 2, 1955

Byron L. Brown, N.F., Vigo Co., Ind.

(Notary Seal)

Commission Expires,

January 24, 1958

DESCRIPTION

The following Real Estate in Vigo County in the State of Indiana,

to-wit:

Ninety five one hundredths (95/100)
acres in the south west corner of
twenty five (25) acres off the north

side of the northwest quarter of the
southwest quarter of Section 29,
Township 12 North, Range 8 West, in

Lost Creek Township, Vigo County,
Indiana, the same being more particu-
larly described as follows: Commencing

at the intersection of the east right
of way line, of State Road #46,

with the south line of the above
described twenty five (25) acre of

land, running thence north with said

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east line of said State Highway
#46 two hundred sixty seven (267)
feet, thence running east one hundred
fifty two and three tenths (152.3)
feet, thence running south two hundred
sixty seven (267) feet to the south
line of the above described twenty
five (25) acre tract, thence running
west with said south line of said
twenty five acre tract one hundred
fifty two and three tenths (152.3)
feet to the point of beginning,
containing ninety five one hundredths
(95/100) acre, more or less,
except 135 feet off the south side
of said tract.

Subject to a right of way grant
to the State of Indiana, dated June
21, 1941 and recorded October 21,
1941, in Deed Record 222, page 511
of the records of the Recorder's
Office of Vigo County, Indiana.

Subject to the taxes due and payable
in the spring of the year 1956.

Signed: William E. Lambert (Seal)
William E. Lambert

Lydia M. Lambert (Seal)
Lydia M. Lambert

M

[Stamp / 7]

Deed Record 294 Page 404

William E. Lambert and

Lydia M. Lambert,

husband and wife.

to

Warren L. Foy and

Grace Foy,

husband and wife.

Instrument, Warranty Deed

Consideration, \$1.00 and other valuable

consideration

Revenue Stamp, \$2.75 .

Gross Income Tax Stamp,

Dated,

February 15, 1956

Recorded,

Feb. 16, 1956

before

Acknowledged, February 15, 1956

Byron L. Brown, N.P., Vigo Co., Ind.

(Notary Seal)

Commission Expires, January 24, 1958

DESCRIPTION

The following Real Estate in Vigo County in the State of Indiana,

to-wit:

135 feet off the south side of the following:

Ninety five one hundredths (95/100)

acres in the southwest corner of

Twenty five (25) acres off the north

side of the northwest quarter of the

southwest quarter of Section 29,

Township 12 North, Range 8 West, in

Lost Creek Township, Vigo County,

Indiana, the same being more particul-

arly described as follows: Commencing

the intersection of the eastright of

way line of State Road #46 with the

-over-

south line of the above described twenty five (25) acres of land, thence running north withsaid east line of said State Highway #46 two hundred sixty seven (267) feet, thence running east one hundred fifty two and three tenths (152.3) feet, thence south two hundred sixty seven (267) feet to the south line of the above described twenty five (25) acre tract, thence running west with said south line of said twenty (25) acre tract, one hundred fifty two and three tenths (152.3) feet to the point of beginning, containing ninety five ~~and~~ one hundredths (95/100) acre, more or less.

Subject to right of way grant to the State of Indiana, dated June 21, 1941 and recorded October 21, 1941 in Deed Record 222 page 511 of the Records of the Recorder's Office of Vigo County, Indiana.

Subject to the unpaid balance of a twenty three hundred (\$2300.00) Dollar mortgage to the Central Federal Savings and Loan Association dated May 23, 1955, recorded in Mortgage Record U-13, page 456. Records of the Recorder's Office of Vigo County, Indiana, which the grantees assumed and agreed to pay.

Subject to the taxes of the year 1956, due and payable in the year 1957.

Signed: William E. Lambert (Seal)
William E. Lambert

Lydia M. Lambert (Seal)
Lydia M. Lambert

Mortgage Record L-15 Page 979
Warren L. Foy and
Grace Foy,
husband and wife.
TO

Merchants Savings Association

Instrument, Mortgage

Consideration, \$8500.00

Revenue Stamp,

Gross Income Tax Stamp,

Dated, Aug. 14, 1962

Recorded, Aug. 17, 1962

Acknowledged, Aug. 14, 1962
before
Jeanne Rexrode, N.P., Vigo Co., Ind.

(Notary Seal)

Commission Expires, July 11, 1965

DESCRIPTION

The following Real Estate in Vigo County in the State of Indiana,

to-wit:

135 feet off the south side of
the following: Ninety five one
hundredths (95/100) acres in the

southwest corner of Twenty five (25)
acres off the north side of the

northwest 1/4 of the southwest 1/4
of Section 29, Township 12 North,

Range 8 West, in Lost Creek Township
Vigo County, Indiana, the same being

more particularly described as

follows: Commencing at the intersection
of the east right of way line of

State Road #46 with the south line

-over-

M

of the above described 25 acres of land, thence running north with said east line of said State Highway #46 267 feet, thence running east 152.3 feet, thence running south 267 feet, to the south line of the above described 25 acre tract, thence running west with said south line of said 25 acre tract 152.3 feet to the point of beginning, containing 95/100 acres, more or less.

Subject to a right of way Grant to the State of Indiana, dated June 21, 1941, and recorded October 21, 1941 in Deed Record 222, page 511 of the records of the Recorder's Office of Vigo County, Indiana.

Signed: Warren L. Foy (Seal)
Warren L. Foy

Grace Foy (Seal)
Grace Foy

This instrument prepared by
James P. Andrews.

[Star 19]

Taxes for 1962

Tax Duplicate for *East Bank Corp.*

Vigo County, Indiana, Page *245*

Listed in name of *William F + Dora E. Coy*

Description *Pat NE 1/4 NW 1/4 SW 29-12-8*

49A.

First Installment

18 56

Current Year

18 56

Delinquent Tax of former years

Penalty

Total

37 12

Assessed Value, $\$100.00$ Land $\$2710.00$ Improvements

Exemption $\$1000.00$ *MSA*
 $\$1170.00$ *Rolling + Blind Persons Credits*

5/6/63

18 56

Taxes for 1963 are a lien, but the Duplicates are not yet in Treasurer's office.

[Slip 20]

No. 109946

Terre Haute, Ind. Sept. 20, 1963

7 o'clock A. M.

The Hendrich Abstract Co., Inc.

Herby Certifies, That the foregoing continuation

of No. _____

dated _____ o'clock _____ M.

is a correct Abstract from _____ 7, 1963

A. M. to date of the United States Entries, Patents,

Conveyances, Mortgages, Leases for Three Years and

longer, and Mechanics Liens, upon the Real Estate de-

scribed on the Title Page, as the same appear of rec-

ord in the Recorder's office in Vigo County. Lis

Pendens, Foreclosures of Mortgages, Partitions, Eject-

ments, Executors, Administrators, Guardians, and

Sheriff's Sales, Judgments against any of the parties

as named herein within ten years last past, and which

are deemed liens on said lands, Decrees, Transcripts

of this and foreign states, Justices of the Peace, and

record in the Recorder's and Clerk's office of Vigo

County, Ind., and Proceedings involving the title to

said Real Estate, as the same appear of record in the

Order Books, Judgment and Execution Dockets of

the Superior, Superior No. 2, Circuit, Probate, Com-

mon Pleas, and Criminal Circuit Courts of Vigo

County, Tax Sales, Delinquent Taxes and Taxes for

the Current year as shown by the Duplicates in the

Treasurer's offices. Excepting from this certificate all

proceedings of the Federal and Supreme Courts of

Indiana; also excepting any proceedings of which the

records are incomplete at this date in the Superior or

Circuit Courts of Vigo County, also judgments which

have been received on the records by the Clerk, or by

the Plaintiffs, their Attorneys or Assignees, and ex-

cept separate judgments against husband and wife

When the title is held by them as tenants by entirety.

Also except replevin bailis taken and not indexed; also

any memoranda made upon this Abstract of Con-

tinuation by persons not in the employ of this Com-

pany.

This abstract remains the property of the Company

until the same is paid for and receipted on this Abstract.

Hendrich Abstract Co., Inc.

John M. Hendrich Sec'y.

This Continuation Abstract contains slips con-

secutively numbered from _____ to _____

Abstract No. 109946

Fee, \$ 35.00 Rec'd Payment