

INDIANA STATE HIGHWAY COMMISSION

FUND S

STATE OFFICE BUILDING
INDIANAPOLIS 4, INDIANA
RIGHT OF WAY GRANT

PROJECT No. 778

SECTION (1)

PARCEL No. 9 PERM

Sheet 1 of 2 Sheets

This indenture witnesseth that the undersigned, as grantors and sole owners of land in HENRY 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. 38 SEC. S PROJ. No. 778 SEC. (1) DATED 1962

SEC. 21, T. 17 N., R. 11 E. PERM. R/W 2,264 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/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.

STA. TO STA. ON (C/L) "PR"

PART OF LOT NUMBER 7, IN WORL'S FIRST SUB-DIVISION OF A PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 17 NORTH, RANGE 11 EAST, HENRY COUNTY, INDIANA.

291+35±PL TO 292+46±PL

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

50

PART OF LOT No. 7 IN WORL'S FIRST SUB-DIVISION, HENRY COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT No. 7, THE POINT OF BEGINNING OF PARCEL 9 PERMANENT

RIGHT OF WAY:
THENCE EASTERLY 120.0 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTHERLY 19.0 FEET ALONG THE EAST LINE OF SAID LOT; THENCE SOUTH 89 DEGREES 42 MINUTES WEST, 121.5 FEET TO THE WEST LINE OF SAID LOT; THENCE NORTHERLY 18.5 FEET ALONG THE WEST LINE OF SAID LOT TO THE POINT OF BEGINNING, CONTAINING 2,264 SQUARE FEET, MORE OR LESS.

J.P.W.
2-6-63

2872

RECEIVED FOR RECORD
DATE OF RECORDING
A. D. 1963 FEB 23
AND RECORDED IN RECORD
PAGE 201
Rayford Jackson

DULY ENTERED
FOR TAXATION

MAR 25 1963

Richard C. Bailey
Auditor Henry County

FEB 18 1963
[Signature]

R.W.
11/8/62

PARCEL NO. 9 PERM PROJECT NO. S-778(1) 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 _____ days from the date first payment is received, and \$ NONE 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 THREE HUNDRED FIFTY FOUR ~~AND NO~~ ^{AND NO} Dollars (\$ 354.00), which sum shall be paid or held in escrow as specified to the order of

JOHN R. WEAVER

RR 3

NEW CASTLE INDIANA

(Give address of Payee)

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 GRANTOR'S 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: NONE

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

Land and improvements 226.00; Damages 128.00; Total consideration 354.00

(Grantor)

John R. Weaver

(Grantor)

JOHN R. WEAVER

ADULT DIVORCED

(Grantor)

(Grantor)

NOT REMARRIED

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

2-11-63

JLO

Dated FEB 6, 1963

This instrument prepared and checked with project plans for Division of Land Acquisition.

BY R. L. Wilson 11/8/62
Date

AMOUNT APPROVED 2-23-63

BY [Signature]

THE ABOVE GRANT IS HEREBY ACCEPTED.
STATE OF INDIANA

BY Charles D. Sheets
Title
Chief Div. 2/a
Indiana State Highway Commission

DATE FEB 27 1963, 19

DESCRIPTION & FORM OK'D FEB 18 1963

BY [Signature]

PAID BY WARRANT NO A125275

DATED Mar. 5, 1963

[Signature]
2-25-63



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 _____

Notary Public.

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 _____

Notary Public.

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 _____

Notary Public.

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 _____

Notary Public.

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 _____

Notary Public.

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 _____

Notary Public.

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 _____

Notary Public.

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 _____

Notary Public.

State 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 _____

Notary Public.

State 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 _____

Notary Public.

INDIANA STATE HIGHWAY COMMISSION
Division of Land Acquisition
ROOM 1105 • 100 NORTH SENATE AVENUE
INDIANAPOLIS, INDIANA

March 15, 1963

To John R. Weaver
R. R. # 3
New Castle, Indiana

GENTLEMEN:

We enclose State Warrant No. A 125275 3/5 1963
in settlement of the following vouchers:

DESCRIPTION	AMOUNT
Purchase of Right of Way - Permanent <i>For the purchase of Right of Way on State Road</i> <i>No. 38 in Henry</i> <i>County S. Project 778</i> <i>Section (1) as per Grant dated</i> <i>February 6, 1963</i> Parcel 9 Perm	\$354.00

PLEASE RECEIPT AND RETURN

Received Payment: *John R. Weaver*
Date: *3/21/63*

Continued

APPRAISAL REVIEW

Project S-778(1) Road SR 38 County Henry Parcel No. 9
Property Owner John R. Weaver Address RR 3, New Castle, Ind.
Address of Appraised Property Same

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 1-8-63 :
(date)

- (a) The fair market value of the entire property is: \$ 21600
- (b) The fair market value of the property after the taking, assuming the completion of the improvement, is: \$ 21246

The total value of taking is: (a minus b) Total \$ 354

- (1) Land and/or improvements \$ 226.
- (2) Damages \$ 128.

J E Gallagher
Reviewing Appraiser

Date: 1-22-63

tenant
tenant

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 S778-1 PARCEL # 9
OWNER JOHN WEAVER PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER RR 3 New Castle Ind

DATE ASSIGNED 1-22

DATE OF CONTACT 2-6

TIME OF CONTACT 4PM

DATE OF PREVIOUS CONTACT 1-30

OFFER \$ 354⁰⁰

DETAIL CONTACT* SECURED

ACTION TAKEN** _____

SIGNED Chris Specker

* 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 778-1 PARCEL # 9
OWNER JOHN WEAVER PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER RR NEW CASTLE MD
DATE ASSIGNED 1-22
DATE OF CONTACT 1-30
TIME OF CONTACT 3:30 PM
DATE OF PREVIOUS CONTACT —

OFFER \$ 354⁰⁰

DETAIL CONTACT* Went to John's home - he said he wanted his father to hear so we drove to his father's house. He said not enough money too close to home etc. said he wouldn't sign but also said he wouldn't go to court.

ACTION TAKEN** _____

SIGNED Chris Specker

* 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 778-1 PARCEL # 9
OWNER John Weaver PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER RR New Castle Ind
DATE ASSIGNED 1-22
DATE OF CONTACT - NONE
TIME OF CONTACT -
DATE OF PREVIOUS CONTACT -

OFFER \$ -

DETAIL CONTACT* No Contact
wanted to secure #6 fruit because
of difference in money

ACTION TAKEN** _____

SIGNED Chris Specter

* 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.

SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORT

PROJECT No. S-778 (1) STATE ROAD No. 38 PARCEL No. 9

RECORD OWNER John R. Weaver

FROM July 5, 1962 TO February 13, 1963

I have checked the following records in Henry 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>PAID NO. DEL.</u>

CHANGES SINCE DATE OF LAST ABSTRACT ARE AS FOLLOWS: _____

SIGNED Oda N. Collins
DATE 2-13-63

TITLE AND ENCUMBRANCE REPORT

479 1 9 Perm

DIVISION OF LAND ACQUISITION

INDIANA STATE HIGHWAY COMMISSION

S.R. 38 PROJ. S-778(i) COUNTY Henry

Names on Plans William and John Robert Weaver

Names in Trans. Book John R. Weaver

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Value
-------------------------	------	------	------	---------	----------------

Lot Number 7 Worl's Sub.					
Part NW 1/4	21	17	11	(Lot)	\$150 \$3570

Liberty Township

LAST OWNER OF RECORD

Deed Record 184 P. 339 Recorded 7-2-1962 Dated 6-23-62 Deed

Grantor Norma J. Weaver

Grantee John R. Weaver

Address of Grantee R R #3, New Castle, Ind.

MORTGAGE RECORD

Mortgage Recrd NONE P. Amount Dated

Mortgagor

Mortgagee

JUDGMENT RECORD Yes None LIS PENDENS RECORD Yes None

MISCELLANEOUS RECORD Yes None EASEMENT 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.

HENRY COUNTY ABSTRACT COMPANY, INC.

Dated this 5th day of July 1962

Nelson D. [Signature]
Abstractor ~~President.~~

Prel. Approval of Title _____
Date

By _____
Deputy Attorney General

Final Approval of Title _____
Date

By _____
Deputy Attorney General

TITLE SEARCH

No. 47973-1

Prepared for Indiana State Highway Commission

1.

Project S-778 (i), Liberty Township, Henry County, Indiana

Names on Plans: William and John Robert Weaver

Names on Transfer Book: John R. Weaver

Description

Lot Number Seven (7) in Worl's First Sub-division of a part of the Northeast Quarter of the Northwest Quarter of Section Twenty-one (21) Township Seventeen (17) North, Range Eleven (11) East, as shown by the Plat thereof recorded in Plat Book 7, page 59, Henry County, Indiana.

John M. Worl and Sarah J. Worl, his wife
to

Frank S. Worl

2. Warranty Deed for and in consideration of love and affection dated November 10, 1898 and recorded December 1, 1898 in Deed Record 67, page 76.

Acknowledged before John M. Morris, Notary Public, Henry County, Indiana. (LS)

The east half of the northwest quarter of section twenty one (21) in township seventeen (17) North, range eleven (11) east, except a strip of sixty three (63) rods in width off of the north end thereof and four acres more or less out of the southwest corner of said tract used for cemetery purposes. Also the west half of the northwest quarter of section twenty one (21) and thirty three (33) acres off of the north end of the east half of said northwest quarter ($\frac{1}{4}$) of said section twenty one (21) all in township seventeen (17) North of range 11 east.

- - - - -

3. Received of the Indiana Bell Telephone Company Twenty five dollars in consideration of which we hereby grant unto said Company, its associated and allied companies, their respective successors, assigns, lessees and agents, the right privilege and authority to construct, reconstruct, operate and maintain lines of telephone and telegraph, consisting of such poles, wire, cables conduits, guys, anchors and other fixtures and appurtenances as the grantee may from time to time require, upon, across, over and/or under the property which we own or in which we have any interest in section in the Twp of Liberty, County of Henry and State of Indiana... and upon, along and/or under the roads, streets or highways adjoining the said property with the right to trim from time to time any trees along said lines so as to keep to wires and cables cleared at least thirty six inches and the right to permit the attachment of and/or carry in conduit wires and cables of any other company. The grantor for himself his heirs, executors, administrators and assigns hereby covenants that no inflammable structure will be erected or permitted on said property within 50 feet of said lines. Said sum being received in full payment for the rights herein granted.

In cutting trees all brush to be burned and logs hauled to orchard west of house.

Witness Our hand and seal this 29 day of Jan'y A.D. 1936
at N. Castle, Indiana.

Witness: E.J. Cogan

Frank S. Worl (seal)
Effie Worl (seal)

State of Indiana
Marion County, SS:

Before me, the undersigned a Notary Public in and for the County and State aforesaid, this 29 day of Jan. 1936 Frank S. and Effie Worl grantor, acknowledged the execution of the annexed deed.

IN Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(LS) E.J. Cogan Notary Public
My commission expires 12/28/36
Recorded February 22, 1936
Miscellaneous Record 21, page 494.

Henry County Abstract Company, Inc.

New Castle, Indiana

Frank S. Worl and Effie S. Worl, his wife
to

John Warren Worl and Nila W. Worl, as tenants in common.
Warranty Deed for \$1.00 love and affection dated December 24,
1946 and recorded January 2, 1947 in Deed Record 137 page 299.
Acknowledged before Paul C. Archibald, Notary Public, Henry
County, Indiana. (LS)

4.

The Northwest quarter of section 21, township 17 North,
range 11 east, EXCEPT Four (4) acres more or less, out of the
southwest corner of the east half of said northwest quarter section
used for cemetery purposes.

Grantees to pay taxes due and payable in May, 1947 and
thereafter.

WORL'S SUBDIVISION

We, J. Warren Worl and Nila W. Worl, husband and wife, owners
of the land described in the annexed plat hereby make and approve
the annexed plat as Worl's First Subdivision of a part of the
northeast quarter of the northwest quarter of section 21, township
17 North, range 11 east, Henry County and dedicate the roads and
easements as shown thereof.

Said subdivision is laid out residential use only and no
trailer, shack, tent or out building other than a residence and
a garage shall be permitted thereon. No more than one residence
with accompanying garage shall be permitted on any lot in said
subdivision (except playhouse for child). No home shall be
constructed on any of said lots which shall cost less than
\$12,000.00 exclusive of lot except in the event that the cost of
living figures published by the Federal Government changes, then
in that event the ratio of \$12,000.00 to the cost of living in
comparison to the time of this plat.

5.

Dated this 30th day of August, 1954.

J. Warren Worl
J. Warren Worl

Nila W. Worl
Nila W. Worl

State of Indiana
Henry County, SS:

Before me, the undersigned a Notary Public in and for said
county and state, personally appeared J. Warren Worl and Nila
Worl, husband and wife and acknowledged the execution of the
annexed plat.

Witness my hand and notarial seal this 30th day of August,
1954.

(LS)

Karl S. Holwager
Karl S. Holwager

My commission expires
December 31, 1954

Recorded August 30, 1954
Plat Book 7, page 59.

Henry County Abstract Company, Inc.

New Castle, Indiana

John Warren Worl and Nila W. Worl, husband and wife
to

7. Robert E. Stokes and Corrine F. Stokes, husband and wife
Warranty Deed for \$1.00, dated July 3, 1956 and recorded
July 9, 1956 in Deed Record 168 page 421. Acknowledged before
Karl S. Holwager, Notary Public, Henry County, Indiana.(LS)

Lot number 7 in Worl's First Subdivision of a part of the
northeast quarter of the Northwest quarter of section 21, township
17 north, range 11 east as shown by the plat thereof recorded in
Plat Book 7, page 59, Henry County, Indiana.

Subject to the taxes due and payable in November 1956 and
thereafter.

- - - - -

Robert E. Stokes and Corrine F. Stokes, husband and wife
to

8. George E. Goodpaster and Gladys Irene Goodpaster,
husband and wife
Warranty Deed for \$1.00, dated January 29, 1957 and recorded
January 30, 1957 in Deed Record 170 page 167. Acknowledged before
Mary G. Mers, Notary Public, Henry County, Indiana.(LS)

Lot number 7 in Worl's Sub-division of a part of the northeast
quarter of the Northwest quarter of section 21, township 17 north
range 11 east, shown by the plat thereof recorded in Plat Book 7,
page 59, Henry County, Indiana.

Subject to taxes due in November 1957 and thereafter.

- - - - -

George E. Goodpaster and Gladys Irene Goodpaster,
husband and wife

9. to
Citizens Building & Loan Association
Mortgage for \$12,000.00, dated March 23, 1957 and recorded
March 26, 1957 in Mortgage Record 188 page 226.
Lot Number Seven (7) in Worl's Sub-division of a part of the
northeast quarter of the northwest quarter of Section 21, town-
ship 17 North Rangell East, shown by the plat thereof recorded
in plat Book 7, page 59, Henry County, Indiana.

- - - - -

Satisfaction

On the margin of Mortgage Record 188 page 226 is written the
following satisfaction, towit:

10. The debt secured by the annexed mortgage having been fully
paid, this mortgage is hereby released this 2 day Feb. 1961.

CITIZENS SAVINGS AND LOAN ASSOCIATION

By E.W. Swayzee, Pres.

Attest: Adelia W. Worley
Recorder of Henry County, Indiana

ARTICLES OF AMENDMENT
of the
ARTICLES OF INCORPORATION
of
CITIZENS BUILDING AND LOAN ASSOCIATION
New Castle, Indiana

11. E.W. Swayzee, President and Harriet L. Caine, Secretary of the above named corporation respectfully show that:-

1. The above named corporation was organized on Dec. 22, 1919 under the provisions of an Act entitled "An act for the Incorporation of Building, Loan-Fund and Savings Associations", in force April 21, 1911, and the various acts amendatory thereof and supplementary thereto.

2. The above named corporation upon the proposal of its Board of Directors by resolution duly adopted by said Board of Directors setting forth the proposed amendment- and directing that the same be submitted to a vote of the shareholders entitled to vote in respect thereof at a designated meeting of such shareholders and upon adoption thereof by said shareholders at said meeting as provided by law and as hereinafter more specifically set out does now hereby by E.W. Swayzee its President and Harriet L. Caine its Secretary execute and acknowledge the following:-

ARTICLES OF AMENDMENT OF ITS ARTICLES OF INCORPORATION

3. (a) (Set out exact Text of Amendment.)

That the name of this corporation be changed from CITIZENS BUILDING AND LOAN ASSOCIATION to that of CITIZENS SAVINGS AND LOAN ASSOCIATION.

The above amendment was adopted in the following manner and by the following vote, that is to say:

The Board of Directors of said corporation, at a regular meeting of said board held on January 12, 1960 at the office of said Association, in New Castle, Indiana adopted the following resolution of Articles of Amendment of the Articles of Incorporation of said Corporation:

BE IT RESOLVED, that Section _____ of the Articles of Incorporation of the Citizens Building and Loan Association, New Castle, Indiana, shall be amended to read as follows:

"That the name of this corporation be changed from CITIZENS BUILDING AND LOAN ASSOCIATION to that of "CITIZENS SAVINGS AND LOAN ASSOCIATION."

BE IT FURTHER RESOLVED, that this proposed amendment be submitted to a vote of the shareholders entitled to vote thereon at a Special Meeting, to be held on the 9th day of February, 1960, at the offices of the association, 112 South Main Street, New Castle, Indiana.

12. BE IT FURTHER RESOLVED, that a special meeting of the shareholders entitled to vote thereon is hereby called for 4:00 P.M., February 9, 1960, at 112 South Main Street, New Castle, Indiana, and the Secretary is hereby directed to give notice thereof as required by law.

BE IT FURTHER RESOLVED, that the foregoing resolutions be first submitted to the Department of Financial Institutions for its approval, pursuant to the provisions of Section 104 of the Indiana Financial Institutions Act, as amended, before the same are submitted to a vote of the Shareholders of this corporation at a meeting called for the purposes therein indicated.

EXCERPT OF MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE CITIZENS BUILDING AND LOAN ASSOCIATION, HELD ON FEBRUARY 9, 1960

That President then stated that pursuant to the resolutions passed by the Board of Directors in its regular meeting held January 12, 1960, wherein it was authorized therein that the name of this corporation be changed to that of CITIZENS SAVINGS AND LOAN ASSOCIATION, and wherein it was directed that such proposed amendment to the Articles of Incorporation of this corporation to make such change of name be submitted to a vote of the shareholders entitled to vote thereon at a special meeting thereof to be held for that purpose at 4:00 o'clock P.M., on February 9, 1960, at the offices of this association at 112 South Main Street, in the City of New Castle, Indiana, after such resolutions passed by this association on January 12, 1960, as aforesaid were first submitted to the Department of Financial Institutions for its approval, pursuant to the Indiana Financial Institutions Act, as amended, before the same could

13. be submitted to a vote of the shareholders of this corporation at such meeting called for that purpose, the proper petitions for the approval of such proposed amendment were submitted to the Department of Financial Institutions on January 15, 1960; that the Attorney General of the State of Indiana approved same on January 18, 1960, and the Department of Financial Institutions made approval thereof on February 3, 1960; that such final approval from both of said offices were required and had to be received by this corporation before a ten days' notice, as required by law, could be published in local newspapers directed to the shareholders of this corporation of the specially called meeting thereof called for the purpose of finally acting upon the proposed change in the name of this corporation, as aforesaid, and that when the approval was finally received by this corporation from the aforesaid offices, it was too late to publish a ten days' notice to the shareholders for the holding of such meeting, and that a future shareholders' meeting would have to be called and held for the purposes aforesaid.

After a discussion of the matter, upon motion duly made by Dr. John E. Fisher, and seconded by Thomas B. Millikan, which unanimously carried, the following supplemental resolution was unanimously adopted:

"That the proposed amendment to the Articles of Incorporation of the Citizens Building and Loan Association, to change the name thereof to that of Citizens Savings and Loan Association be submitted to a vote of the shareholders entitled to vote thereon at a Special Meeting, called for that purpose which is hereby called for 4:00 o'clock P.M., on March 8, 1960, at the temporary offices of the association, located at 1306 Race Street, New Castle Indiana, and the Secretary is hereby directed to give not less than a ten days' notice thereof by newspaper publication to the shareholders of this corporation entitled to vote thereon, as required by law."

(b) At the shareholders' meeting the shareholders entitled to vote in respect of said amendment to the Articles of Incorporation upon the call and notice required by law, did adopt the above amendment by the affirmative vote of the holders of at least a majority and/or such greater proportion as required by its Articles of Incorporation, of the outstanding shares entitled to vote thereon. (herein set out 6 items marked not applicable)

IN WITNESS WHEREOF, the undersigned E.W. Swayzee, President and Harriet L. Caine, Secretary respectively of said corporation have hereunto set their hands and seals this 9th day of March, 1960.

E.W. Swayzee, President
Harriet L. Caine, Secretary

14.

State of Indiana, County of Henry, ss:

Before me, Mary Rose Thomas, a Notary Public in and for said County and State, personally appeared E.W. Swayzee and Harriet L. Caine, well known to me to be the President and Secretary respectively of the above named corporation and severally acknowledged the execution of the foregoing Articles of Amendment.

Witness my hand and notarial seal this 9th day of March, 1960.

(LS)

Mary Rose Thomas,
Notary Public

My commission expires:
October 3, 1960.

Approved by the Department for Financial Institutions of the State of Indiana Date Mar. 16, 1960. Joe McCord, Director

Approved as To Legality and Form March 11 1960. Edwin K. Steers by F.F. Knachel, Chief Deputy Atty. General

Approved and Filed Mar. 17, 1960 John R. Walsh, Secretary of State of Indiana.

Recorded March 24, 1960

Miscellaneous Record 42 pages 20-24

George E. Goodpaster and Gladys Irene Goodpaster,
husband and wife

to
Citizens Savings and Loan Association

15. Mortgage for \$15,000.00, dated January 30, 1961 and recorded
January 31, 1961 in Mortgage Record 205 page 140.

Lot Number 7 in Worl's sub-division of a part of the north-
east quarter of the northwest quarter of Section 21, Township 17
north, Range 11 East, shown by the plat thereof recorded in Plat
Book 7, page 59, Henry County, Indiana.

Signed thus: George E. Goodpaster
Glaëys Irene Goodpaster

Prepared by: E.W. Swayzee

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Satisfaction

On the margin of Mortgage Record 205 page 140 is written the
following satisfaction, towit:

16. The debt secured by the annexed mortgage having been fully
paid, this mortgage is hereby released this 28th day Sept. 1961.

CITIZENS SAVINGS AND LOAN ASSOCIATION

By Harriet L. Caine, Secy.

Attest: Adelia W. Worley
Recorder of Henry County, Indiana.

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George E. Goodpaster and Gladys Irene Goodpaster,
husband and wife

to
John R. Weaver and Norma J. Weaver, husband and wife

17. Warranty Deed for \$1.00, dated September 22, 1961 and re-
corded September 26, 1961 in Deed Record 182 page 316. Acknowled-
ged before Paul E. Smith, Notary Public, Henry County, Indiana.
(LS)

Lot Number 7 in Worl's First Sub-division of a part of the
Northeast Quarter of the Northwest Quarter of Section Twenty One
(21), Township Seventeen (17) North, Range Eleven (11) East, as
shown by the plat thereof recorded in Plat Book 7, page 59, Henry
County, Indiana.

Subject to first mortgage to the Citizens Savings and Loan
Association in the principal amount of \$15,000.00, which the
grantees assume and agree to pay.

Subject to the taxes due and payable in May of 1962 and
thereafter.

Signed thus: George E. Goodpaster
Gladys Irene Goodpaster

Prepared by: J.E. Holwager, Attorney

Henry County Abstract Company, Inc.

New Castle, Indiana

Norma J. Weaver, former wife of John R. Weaver,
grantee herein, unmarried and of legal age

to

John R. Weaver

18. Warranty Deed for \$1.00, dated June 23, 1962 and recorded
July 2, 1962 in Deed Record 184 page 339. Acknowledged before
Loys W. Green, Notary Public, Henry County, Indiana.(LS)

The undivided one-half (1/2) interest in and to the following
Lot number Seven (7) in Worl's First Sub-division of a part of
the Northeast Quarter of the Northwest Quarter of Section Twenty
one (21), Township Seventeen (17) North, Range Eleven (11) East,
as shown by the Plat thereof recorded in Plat Book 7, page 59,
Henry County, Indiana.

Subject to any and all indebtedness and taxes which the
grantee assumes and agrees to pay.

This conveyance is made in compliance with the certain pro-
perty settlement made and had between the grantor and the grantee
in Cause No. 35441, Henry Circuit Court, and being the sole con-
sideration therefor, is not subject to the payment of Indiana
Gross Income Tax.

Signed thus: Norma J. Weaver

Prepared by: Loys W. Green

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Judgment Examination

Judgment Examination, as covered by the attached Certificate, made as against the following name or names, only, to-wit:

21. John Warren Worl and Nila W. Worl (as tenants by entirety and not individually) from and including the date of July 5, 1962 to and including the date of July 9, 1956.
Robert E. Stokes and Corrine F. Stokes (as tenants by entirety and not individually) from and including the date of July 5, 1952 to and including the date of January 30, 1957.
George E. Goodpaster and Gladys Irene Goodpaster (as tenants by entirety and not individually) from and including the date of July 5, 1952 to and including the date of September 26, 1961.
John R. Weaver and Norma J. Weaver (as tenants by entirety and not individually) from and including the date of July 5, 1952 to and including the date of July 2, 1962.
John R. Weaver for the period of ten years last past.

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NOTE

22. We limit the judgment search covered by this certificate to the date of June 27, 1962 at 7:00 A.M., this being the last date on which orders have been placed in the Civil Order Books in the Henry Circuit Court.

Abstractor.

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Old Age Assistance Lien Search

Search has been made for Old Age Assistance Liens filed and recorded in the "Recorder's Abstract of Old Age Assistance Certificates Filed," of Henry County, Indiana, pursuant to the "Welfare Act of 1936," as amended by Chapter 144, Acts of 1947, approved March 12th, 1947, and said Search shows no assistance has been granted and no Old Age Assistance Liens filed against the person or persons hereinafter named, except and unless set out at prior entry or entries in this abstract. Said Search being made and is expressly limited to the following name or names, and not otherwise, viz.

23. John Warren Worl
Nila W. Worl
Robert E. Stokes
Corrine F. Stokes
George E. Goodpaster
Gladys Irene Goodpaster
John R. Weaver
Norma J. Weaver

C E R T I F I C A T E

The Henry County Abstract Company, Inc., hereby Certifies that the above and foregoing Search includes all transfers of the Real Estate described at Entry No. One herein as shown by the records in the office of the Recorder of Henry County, Indiana, and likewise all liens and mortgages executed by or filed against the owners shown herein of said real estate within the period of Twenty years immediately prior to the date of this Search, and judgments rendered by the Henry Circuit Court of said County and State, against the record owners as set forth in the Judgment Examination in this Search.

This Certificate and Search covers Entries No. One (1) to Twenty-three (23) inc., and the period of Twenty years last past; any entries shown prior to that time are hereby certified as correct.

Dated at New Castle, Indiana, this the 5th day of July A.D. 1962 at Seven O'clock A.M.

HENRY COUNTY ABSTRACT COMPANY, INC.
By *Nelson Higgs* President.
(Nelson Higgs)

Henry County Abstract Company, Inc.

New Castle, Indiana

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