

Form I.C.-120-BP
Purchase Grant
Regular Long-A
Revised 1-62

INDIANA STATE HIGHWAY COMMISSION
STATE OFFICE BUILDING
INDIANAPOLIS 4, INDIANA
RIGHT OF WAY GRANT

FUND S
PROJECT No. 778
SECTION (1)

PARCEL No. 27 & 27A

Sheet 1 of 2 Sheets

This indenture witnesseth that the undersigned, as grantors and sole owners of land in WAYNE 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. 16. 21, T. 17 N, R. 12 E PERM. R/W 0.400 ~~30000~~ 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.

STATION TO STATION ON CENTERLINE "PR"

520+49±PL TO 521+00
521+00 TO 523+00
524+00 TO 532+00±PL

LEFT
200 TO 60
60 TO 60
50

RIGHT

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 27 PERMANENT RIGHT OF WAY:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 12 EAST, WAYNE COUNTY, INDIANA; THENCE NORTHERLY 30.0 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE EASTERLY AT RIGHT ANGLES TO SAID SECTION LINE 16.5 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE NORTHERLY 144.8 FEET ALONG THE EAST BOUNDARY OF A COUNTY ROAD; THENCE SOUTH 25 DEGREES 42 MINUTES EAST, 165.5 FEET; THENCE SOUTH 82 DEGREES 03 MINUTES EAST, 202.1 FEET TO THE NORTH BOUNDARY OF STATE ROAD 38, HENCE ALONG SAID BOUNDARY BY THE FOLLOWING COURSES; THENCE NORTH 82 DEGREES 00 MINUTES WEST, 136.4 FEET; THENCE NORTH 83 DEGREES 30 MINUTES WEST, 65.6 FEET; THENCE NORTH 85 DEGREES 15 MINUTES WEST, 71.1 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.120 ACRES, MORE OR LESS.

ALSO:

PARCEL 27A PERMANENT RIGHT OF WAY

COMMENCING AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 17 NORTH, RANGE 12 EAST, WAYNE COUNTY, INDIANA; THENCE EASTERLY 474.4 FEET± ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTHERLY AT RIGHT ANGLES 40.9 FEET± TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE SOUTHEASTERLY 471.8 FEET ALONG AN ARC TO THE RIGHT AND HAVING A RADIUS OF 5,779.6 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 76 DEGREES 49 MINUTES EAST, AND A LENGTH OF 471.7 FEET; THENCE SOUTH 74 DEGREES 29 MINUTES EAST, 242.3 FEET TO A PROPERTY LINE OF THE GRANTOR'S LAND; THENCE SOUTHERLY 21.0 FEET ALONG SAID PROPERTY LINE TO THE NORTH BOUNDARY OF STATE ROAD 38; HENCE ALONG SAID BOUNDARY BY THE FOLLOWING COURSES; THENCE NORTH 74 DEGREES 46 MINUTES WEST, 199.0 FEET; THENCE NORTH 74 DEGREES 18 MINUTES WEST, 388.1 FEET; THENCE NORTH 75 DEGREES 11 MINUTES WEST, 61.5 FEET; THENCE NORTH 72 DEGREES 25 MINUTES WEST, 64.6 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.280 ACRES, MORE OR LESS.

J.H.N.
J.M.N.
2-15-63

R.F.W.
12-3-62
A.H. 2-25-63

5778(1)

PARCEL NO. 27 & 27A 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 5 days from the date first payment is received, and \$... 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 ONE THOUSAND & FIVE Dollars (\$1005.00), which sum shall be paid or held in escrow as specified to the order of JOHN H. NELSON & MARVEL M. NELSON R#3 HAGERSTOWN 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.

Mortgage: 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 130.00; Damages 875.00; Total consideration 1005.00

Signature list with names: John H. Nelson, Marvel M. Nelson, and their relationship as HUSBAND and WIFE. Includes 'ADULTS' bracket and multiple '(Grantor)' entries.

Handwritten date 2-18-63 and initials JLO

Dated February 14, 1963

This instrument prepared and checked with project plans for Division of Land Acquisition. BY R. F. Wilson Date 12-3-62

AMOUNT APPROVED MAR 5 1963 BY Charles Sheets Chief, Div LIA

THE ABOVE GRANT IS HEREBY ACCEPTED. STATE OF INDIANA BY David Cohen

DESCRIPTION & FORM OK'D 2-25-63 BY JH Zfersch

PAID BY WARRANT NO. A127727 DATED March 18, 1963

Title Indiana State Highway Commission DATE, 19

Handwritten initials JLO and date 3-1-63

BOOK 310 PAGE 447
State of Indiana, County of Monroeville ss:
Personally appeared before me John H. Nelson
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 14th day of February, 1963.

Witness my hand and official seal.
My Commission expires September 28, 1971 Ann L. Lynch
Notary Public.

State of Indiana, County of Monroeville ss:
Personally appeared before me Marvel M. Nelson
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 14th day of February, 1963.

Witness my hand and official seal.
My Commission expires September 28, 1971 Ann L. Lynch
Notary Public.

RECORDED MAR 30 1963 8:30 am
HARRY R. KEPLER, JR., RECORDER WAYNE COUNTY

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.

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____.

(Seal) _____ (Seal)

(Seal) _____ (Seal)

State of _____ } ss:
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.

RECEIVED FOR RECORD
THE 30TH DAY OF
MARCH
A.D. 1963 AT 8:30
A.M.
HARRY R. KEPLER, JR.
RECORDER OF WAYNE CO., IND.

3547

on same date

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

March 22, 19 63

To John H. and Marvel M. Nelson
R. R.# 2
Hagerstown, Indiana

GENTLEMEN:

We enclose State Warrant No. 127727 3/18 1963
in settlement of the following vouchers:

DESCRIPTION	AMOUNT
Purchase of Right of Way	
<i>For the purchase of Right of Way on State Road</i>	
No. 38 in Henry	
County S Project 778	
Section (1) as per Grant dated	
February 14, 1963	
Parcel 27 and 27A	\$1,005.00

John H. & Marvel M. Nelson should be
Wayne County instead of Henry County.
PROJECT S-778-1
Parcel 27 & 27A

Received Payment: *John H. Nelson*
Date: *Apr 6 1963* *Marvel M. Nelson*

Control

APPRAISAL REVIEW

Project S-778 (1) Road SR 38 County Wayne Parcel No. 27
Property Owner John H. Nelson Address Apt. A-303
418 Medical Center
Morgantown, West Virginia
Address of Appraised Property RR #3, Hagerstown, Ind.

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 12-17-63:
(date)

(a) The fair market value of the entire property is: \$ 19,404.

(b) The fair market value of the property after the taking, assuming the completion of the improvement, is: \$ 18,399.

The total value of taking is: (a minus b) Total \$ 1,005

(1) Land and/or improvements \$ 130

(2) Damages \$ 875

J E Gallagher
Reviewing Appraiser

Date: 1-28-63

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- 278- (1) PARCEL # 27

OWNER John H Nelson PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER 418 Medical Center Drive Apt. 103 Morgantown

DATE ASSIGNED 1- 28- 63 West Virginia

DATE OF CONTACT 2- 7- 63

TIME OF CONTACT 9:30 P.M.

DATE OF PREVIOUS CONTACT _____

OFFER \$ 1005.⁰⁰

DETAIL CONTACT* Mr. Nelson called and ask me to send papers to be signed.

ACTION TAKEN** _____

SIGNED Ralph Galbraith

* 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 # 27

OWNER John Nelson PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER Morgantown West Virginia

DATE ASSIGNED 1-28-63

DATE OF CONTACT 2-8-63

TIME OF CONTACT 1:00 PM

DATE OF PREVIOUS CONTACT 2-7-63

OFFER \$ 1005.00

DETAIL CONTACT* Made out papers and sent them to West Virginia to be signed.

ACTION TAKEN** _____

SIGNED Ralph Galbreath

* 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 778-0 PARCEL # 27
OWNER John H. Nelson PHONE # _____
(Other interested parties and relationship)

ADDRESS OF OWNER R#3 Hagerstown Ind. Now with his son in West Virginia.
DATE ASSIGNED 1-28-63
DATE OF CONTACT 2-5-63
TIME OF CONTACT 10: PM
DATE OF PREVIOUS CONTACT _____

OFFER \$ 1005.00

DETAIL CONTACT* Talked to Mr Nelson on the phone. He is staying with his son in Morgantown West Virginia. He stated the light men had showed him where the line was from his house east to the cemetery but did not know about the corner cut on the west of the
ACTION TAKEN** county road. I explained what the take was and area taken. Made offer. He did not want to give me an answer at this time but would call back either to me or the office.

SIGNED Ralph Galbreath

* 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- PARCEL # 27
OWNER John H Nelson PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER Morgantown West Virginia
DATE ASSIGNED 1-28-63
DATE OF CONTACT 2-5-63
TIME OF CONTACT 10:00 AM
DATE OF PREVIOUS CONTACT —

OFFER \$ _____

DETAIL CONTACT* Called Morgantown. Mr Nelson is a doctor and was at the Hospital. was unable to talk to him.

ACTION TAKEN** _____

SIGNED Ralph Galbreath

* 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-778-05 PARCEL # 27

OWNER John H. Nelson PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER R#2 Hagers towny Ind

DATE ASSIGNED 1-28-63

DATE OF CONTACT 2-18-63

TIME OF CONTACT _____

DATE OF PREVIOUS CONTACT _____

OFFER \$ 1000.⁰⁰

DETAIL CONTACT* Received signed Grant from W. Virginia

ACTION TAKEN** Secured


SIGNED Ralph Galbreath

* 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.

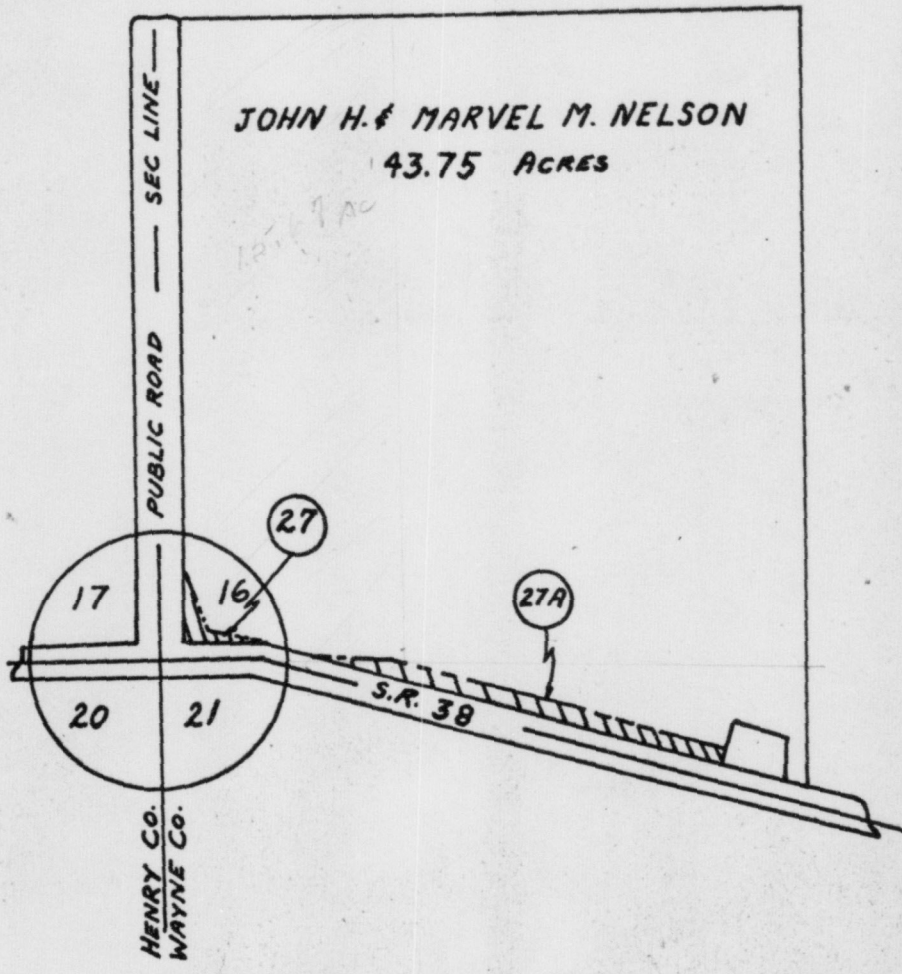
PARCEL NO. 27 & 27A
PROJECT NO. 5-778 (1)
ROAD S.R. 38

OWNER: NELSON, JOHN ^{ET UX.}
DRAWN BY WIXOM R. F.
CHECKED BY BEST
DEED RECORD 192
PAGE 48
DTD., 6-5-37

COUNTY : WAYNE
SECTION : 16 & 21
T : 17N
R : 12E

 CROSSHATCHED
AREA IS
APPROX. TAKE

SCALE:
1" = 400'



27 Perm

TITLE AND ENCUMBRANCE REPORT

DIVISION OF LAND ACQUISITION

INDIANA STATE HIGHWAY COMMISSION

S.R. 38 PROJ. S-778 (1) COUNTY Wayne

Names on Plans Same

Names in Trans. Book John H. & Marvel M. Nelson

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Value
Pt.	21	17	12	3.75	Land \$22.00
	16			40A	Imp. \$25.90
					Total \$47.90

LAST OWNER OF RECORD

Deed Record 192 P. 48 Recorded 6-5-37 Dated 6-5-37 Deed
 Grantor Ray C. Sherry, et al
 Grantee John H. & Marvel M. Nelson
 Address of Grantee

MORTGAGE RECORD

Mortgage Recrd 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
 Fall inst. \$116.88
 CERTIFICATE

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

Dated this 12th day of June 1962 [Signature] Abstractor

Prel. Approval of Title Date By Deputy Attorney General

Final Approval of Title Date By Deputy Attorney General

C A P T I O N

The West $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southwest Quarter of Section 16, Township 17 North, Range 12 East, containing 40 acres, more or less.

Also, the following described piece of Land to-wit:
Commencing at the Northeast corner of the West $\frac{1}{2}$ of the Northwest Quarter of Section 21, Township 17 North, Range 12 East, running thence West with the Section line 72 ¹¹⁸⁸ poles; thence Southeast with the State Road along the center thereof to the East line of said 40 acres; thence North to the place of beginning, containing 3 acres and 138 poles more or less. = 3.862 Ac
Excepting that part of the lost described piece of land now reserved and occupied as a cemetery by St. Jacobs Evangelical Church.

Handwritten scribble

C O N V E Y A N C E S

GRANTOR
See Below

INST. Warranty Deed

REVENUE STAMPS \$6.00

GRANTEE
John H. & Marvel M. Nelson

DEED RECORD 192 PAGE 48

INST. #3771

DATED 6-5-37

RECORDED 6-5-37

Real Estate Conveyed same as caption.

The Grantors Ray C. Sherry, Josie M. Scruggs, Effie E. Hoover & Bertha Howell herewith represents that they are the children and as such the sole and only heirs at law of Michael Sherry who died intestate on 11-4-33 and Mary J. Sherry who died intestate on 11-23-34, That no administration was had on her estate but all debts and liabilities have been paid.

Signed by all Grantors and their spouses.