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

INDIANA STATE HIGHWAY COMMISSION STATE OFFICE BUILDING

FUND.

INDIANAPOLIS 4, INDIANA RIGHT OF WAY GRANT

PROJECT	No.	778	
SECTION_		(1)	

24 PARCEL No.

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.	,	S1	PROJ.	No	778	SEC.	(1)	DATED	1962
SEC	17		, Т.	17 N	ļ	R. 12 E	PERM	., R	W	0.072 CA	CRES,	MORE OR	LESS, ACQ	UIRED

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 (6/L) "PR" 509 + 07±PL TO 510 + 00 510 + 00 TO 510 + 33±PL TO 53.3± MORE PARTICULARLY DESCRIBED AS FOLLOWS.

PARCEL 24 PERMANENT RIGHT OF WAY
A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 12

EAST, HENRY COUNTY, INDIANA, DESCRIBED AS FOLLOWS;
BEGINNING AT A POINT 225.0 FEET EAST AND 30.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID QUARTER,

QUARTER SECTION; SAID POINT BEING THE INTERSECTION OF THE WEST PROPERTY LINE OF THE GRANTOR'S LANDS AND THE NORTH BOUNDARY OF S. R. 38;

THENCE NORTHERLY 25.0 FEET ALONG THE WEST PROPERTY LINE OF THE GRANTOR'S LAND; THENCE SOUTH 89 DEGREES 17 MINUTES EAST, 94.1 FEET; THENCE SOUTH 86 DEGREES 25 MINUTES EAST, TO THE EAST PROPERTY LINE OF THE GRANTOR'S LAND; THENCE SOUTHERLY ALONG SAID EAST PROPERTY LINE TO THE NORTH BOUNDARY OF S. R. 38;

THENCE WESTERLY ALONG SAID BOUNDARY TO THE SOUTH OF THE SOUTH AND CONTAINING OF THE SAID FOR THE SOUTH AND THE SAID FOR THE THENCE WESTERLY ALONG SAID BOUNDARY TO THE POINT OF BEGINNING AND CONTAINING 0.072 ACRES, MORE OR LESS.

Henry County 7 1963 C. Cesau

0.W.B. 11-16-62

2940



PARCEL NO. 24 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 \$ _____ 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 Two Hundred FORTY — Dollars (\$ 240,000), which sum shall be paid or held in escrow as specified to the order of JOHN B SMITH & JESSIE SMITH 52 YORTH SYCAMORE ST. HARERSTOWN 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. (Give address of Payee) 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. GRANTOR'S The undersigned..... 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 120.00; Damages 120.00; Total consideration 240.9 (Grantor) (Grantor) (Grantor) (Grantor) Smith (Grantor) (Grantor) (Grantor) (Grantor) (Grantor) (Grantor) Adult-Wife Jessie Smith (Grantor) 2-20-63 (Grantor) (Grantor) (Grantor) (Grantor) 19, This instrument prepared and checked with project plans for Division of Land Acquisition. AMOUNT APPROVEDMALC THE ABOVE GRANT IS HEREBY ACCEPTED. BY O. W. Best 11-16-62 STATE OF INDIANA By Charles V DESCRIPTION 2-25-63 PAID BY Title Chief Div. Z/Q Indiana State Highway Commission WARRANT NOA(27062 BY Ah afrischy DATED 3-14 MAR 8 1963 DATE

State of Indiana, County ofss:	A
Personally appeared before me	oath stated the
facts therein are true, thisday of	
Witness my hand and official seal.	
My Commission expires	
	Notary Public.
State of Indiana, County ofss:	
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, thisday of, 19,	
Witness my hand and official seal.	
My Commission expires.	Notary Public.
EABSONE A ALS, SA #3 44	
State of Indiana, County ofss:	
Personally appeared before me	
	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 Wayne ss: Hand w	
Personally appeared before me John B Smith and Jessie Smith	
and acknowledged the execution of the above agreement, and being duly sworn, upon their	
facts therein are true, this 19 day of 716, 1963.	
Witness my hand and official seal.	Y'RODIZ
My Commission expires march 1 - 1965 Caland 7 Wilson	6
CLAUD . F. WILSON.	Notary Public.
State of Indiana, County ofss:	
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, thisday of, 19,	
Witness my hand and official seal.	
My Commission expires	Notary Public.
State of Indiana, County ofss:	
Personally appeared before me	
facts therein are true, thisday of, 19	outil butter the
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 in the attached grant, is conveyed, hereby releases from said mortgage and/or lien said grant, and do hereby consent to the payment of the consideration therefor as directed in said grant.	ranted right of
day of	
(Seal)	(Seal)
(Seal)	(Seal)
State of	
State of	
Personally appeared before me.	
above named and duly acknowledged the execution	
	or the above
release the day of 19 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 20,	19 6	1111
To John B. & Jessie Smi 52 N. Sycamore Stree Hagerstown, Indiana			
GENTLEMEN: We enclose State Warrant No. in settlement of the following von		3/14 19 63	
DESCRIPTION		AMOUNT	
Purchase of Right of	. Way		
For the purchase of Right of W	ay on State Road		
No. 38 in Henry	-		
County	778		
Section (1)	s per Grant dated		
February 19, 1963			
Parcel 24		\$240.00	
PLEASE RECE	CIPT AND RETUR	N	
Received Payment: 37 Date 3 - 21-63	#2,40,00		

APPRAISAL REVIEW

Project_S	5-778 (1) Road SR 38 County Henry Parcel No. 24
Property	Owner John B. Smith Address 52 N. Sycamore, Hagerstown
	of Appraised Property RR, New Castle, Ind.
that I ha any comme condemnat	de a determined effort to consider all competent information we secured and that is documented by the appraisers including ents by the property owner along with any recent awards by sion juries, that have been brought to my attention, that is to this matter.
I have re	viewed 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.
	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.
	I have carefully reviewed and checked the computations of this parcel and attest to their correctness.
Comments_	
It is my	opinion as of $\frac{12-18-62}{\text{(date)}}$:
(a)	The fair market value of the entire property is: \$ 1200.
(b)	The fair market value of the property after the taking, assuming the completion of the improvement, is:
The total	value of taking is: (a minus b) Total \$ 240
(1)	Land and/or improvements \$ 120.
(2)	Damages \$ 120.
	Reviewing Appraiser
	Date: 1-22-63

PROJECT S 778 ()	PARCEL # 24
OWNER John B Smith	PHONE # 2 02/ Hagerstown
Jussie Smith	
(Other interested parties and relations)	nip)
H and W	
ADDRESS OF OWNER 52 N Sycas	nore et Hagerstown In
DATE ASSIGNED 2-19-63	
DATE OF CONTACT $2-19-63$	
TIME OF CONTACT 5,30 PM	
DATE OF PREVIOUS CONTACT	
OFFER \$ 240.00	
DETAIL CONTACT* & Call on my	-mrs John B Smith y would sign yount huy said yes.
was as muse y	y want sign grand
for 140.00 and 11	my said yes.
ACTION TAKEN**	
	The state of the s
	SIGNED 67/1/ilson

^{*} 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.

PROJECT S 778 -0	PARCEL # 24
OWNER John B Smith	PHONE # PH 2021 Hagerstown
Jessie Smith (Other interested parties and relationsh	The second
(Other interested parties and relationsh H and W.	ip)
ADDRESS OF OWNER 52 N Sycamo	re: It Hagerstown Ind
DATE ASSIGNED 2 - 19 - 1963	
DATE OF CONTACT 2-19 -63	
TIME OF CONTACT 1 P M	
DATE OF PREVIOUS CONTACT	
OFFER \$	
DETAIL CONTACT* I call at the	Henry county court house Let Record of mortgage L. c. emetry assin
Recorder affice and g	est Record of mortgage,
Release of Brick Church	l. cemetry assin
	0
ACTION TAKEN**	
	· · · · · · · · · · · · · · · · · · ·
	The state of the s
	SIGNED 67Wilson

^{*} 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.

PROJECT 3- 978-(1)	PARCEL # 24
OWNER John 13 Smith	PHONE #
(Other interested parties and relati	onship)
ADDRESS OF OWNER 52 Worth S	yeamore Hagerstown Jud.
DATE ASSIGNED Jan 22-63/	
DATE OF CONTACT 2-4-63	
TIME OF CONTACT 5:30 PM.	
DATE OF PREVIOUS CONTACT 1-28-	63
OFFER \$ 240,00	
DETAIL CONTACT* Contacted	Mr. & Mrs. Smith at their
home in Magerston	Smith stated that he had
talked to some per	1 1 1 1 1 1 1 1
Think he was	being offered enough for
ACTION TAKEN ** The Take	
(Action TAREN) Co	ndenned.
	SIGNED Halfol Gallreath
	SIGNED / alph Julieall

^{*} 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.

PROJECT S-278-(1)	PARCEL #	24	1	
OWNER John B Smith	PHONE #			
(Other interested parties and relation	onship)			
2/ 4 0	, ()			
ADDRESS OF OWNER Hagerstown In	nd.			
DATE ASSIGNED 1-22-63				
DATE OF CONTACT _/ - 28 - 63				
TIME OF CONTACT 4:30 PM 6.	30PM			
DATE OF PREVIOUS CONTACT				
OFFER \$ 240.00				
DETAIL CONTACT* Contacted Mr.	Smith at.	his hon	ne. Explan	ned
Take. Wade offer. Mr. Smit	, , , , ,	^	1/11	
In this lot! ask me to	.00	1) 1)	//	7 1
art home from work.	2		/	
Talked to Mat Mrs Su	ith. They	ask il	I could e	Selain
ACTION TAKEN ** The Meets & Bow	nds descrie	Thon & a	On chec	king
The departition of her	0 1118501	mistas	en te	usaind
The description I found	haba	l have	A roll	70
One of would rate of	voin un	-nau	is conce	acc.
			100-414-10	
	QTAN	FD ASIL	Salbreak	X
	OLUN	LE / / BUYTUT	110000	U

^{*} 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.

BUYERS REPORT

OWNER tola Smith Etlly	PARCEL #
four mich cell	PHONE #
(Other interested parties and relationship	ip)
ADDRESS OF OWNER 52 Sycomou	St. Hageston D. O.
DATE ASSIGNED	The spectation of the s
DATE OF CONTACT 1/28/63	
TIME OF CONTACT 4 PM	
DATE OF PREVIOUS CONTACT	
OFFER \$ 240°	
DETAIL CONTACTS TO Galla !!	and I showed Mr. Smith
The second of th	161 to the state of the state o
plans & explained amount	of take he property is
a vacant lat on SR 38	
feet. Mr. Smith said he t	limited to be also do
	would talk it over with
worth \$300 " but said her	would talk it over with
worth \$300 " but said her	would talk it over with
worth \$300 " but said her	would talk it over with
worth \$300 " but said her	would talk it over with
worth \$300 " but said her	would talk it over with
worth \$300 " but said her	

* 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. 24-PERM PROJECT NO. S-778 (1)

ROAD S. R. 38

OWNER: JOHN B. SMITH ETUX

DRAWN BY CHECKED BY OTO., PAGE

DEED RECORD 183

1-30-62 NORTH

COUNTY : HENRY

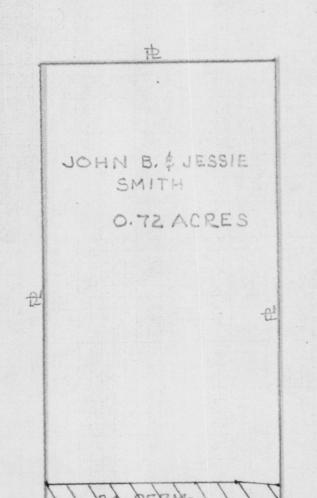
SECTION : 17

T 17: N R 12 : E

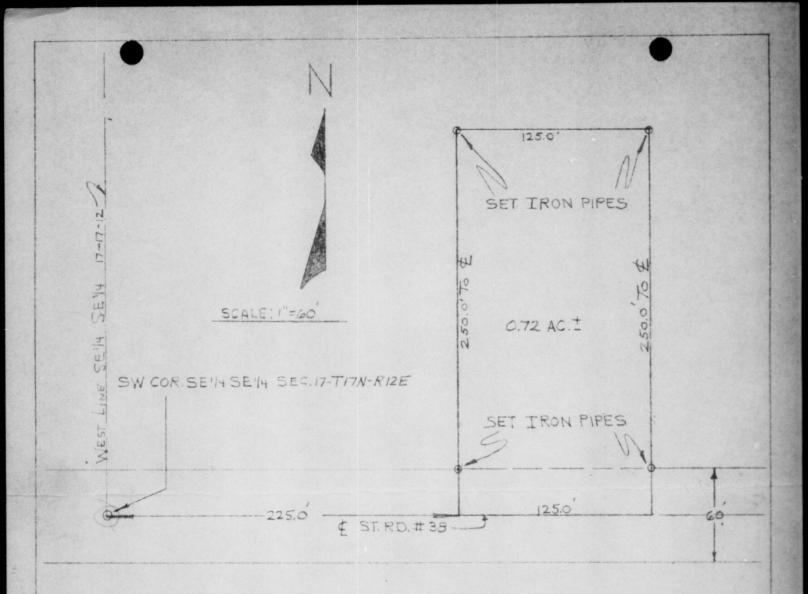
CROSSHATCHED AREA IS APPROX. TAKE

SCALE:

1"=50"



S.R. 38



DESCRIPTION:
A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17TOWNSHIP 17 NORTH-RANGE 12 EAST, HENRY COUNTY, INDIANA, MORE PARTICULARY
DESCRIBED AS FOLLOWS, TOWIT:

BEGINNING AT A POINT 225.0 FELT EAST OF THE SOUTHWEST CORNER OF THE SOUTH-EAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP AND RANGE AFORESAID, AND RUNNING THENCE NORTH 250.0 FEET; THENCE EAST 125.0 FEET; THENCE SOUTH 250.0 FEET; THENCE WEST 125.0 FEET TO THE POINT OF BEGINNING, AND CONTAINING .72 ACRE, MORE OR LESS.

SURVEYED AND STAKED BY ME ON DECEMBER 14TH. 1962. WITNESS MY SEAL AND SIGNATURE THIS 17TH. DAY DECEMBER, 1962.

DONALD M. WOODS, INDIANA REGISTERED LAND SURVEYOR # 8890

GUYER, GUYER, WOODS 114 SOUTH MAIN STREET NEW CASTLE, INDIANA

SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORT

PROJECT No. S-778 (1) STATE I	ROAD No. 38	PARCEL No. 24	
RECORD OWNER John B. and Jess	ie Smith		
FROM July 5, 1962	TO Fe	bruary 21, 1963	
I have checked the following record Indiana, for the Caption Property			COUNTY,
DEED RECORD	NO CHA	NGE	
MORTGAGE RECORD	"	II .	
MISCELLANEOUS RECORD			
OLD AGE ASSISTANCE RECORD			
TAX LIEN RECORD			_
JUDGMENT RECORD			
LES PENDENS RECORD			_
TAX DUPLICATE	PAID		
CHANGES SINCE DATE OF LAST ABSTRACT	ADE AS FOLLOW		

DATE 2-21-63

TITLE AND ENCUMBRANCE REPORT

DIVISION	OF	LAND	ACQUISITION

INDIANA STATE HIGHWAY COMMISSION

S.R. 38	PROJ	r. S-7	78(1)	COUNTY Henry		
Names on Plans	Bertha H	lowell				
Names in Trans.Book Jo	ohn B. &	Jessie S	Smith			
Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed	Value
In SEB ¹ / ₄ SE ¹ / ₄	17	17	12	0.72	\$50	None
Liberty Township	LAS	T OWNER	OF RECOR	RD.		
Deed Record 183	_P	522	Reco	orded 3-24-	1962 Date	1-30-62Dee
Grantor Bertha Howell .						
Grantee John B. Smith and Jessie Smith, husband and wife						
Address of Grantee	Not of	record			`	
MORTGAGE RECORD						
Mortgage Record 124	P	466	Amou	mt \$1400.	00 Date	d 2-20-1941
Mortgagor Bertha Howell and Garner Howell						
Mortgagee Brick Church Cemetery Association Church of the Brethern						
JUDGMENT RECORD Yes () None () LIS PENDENS RECORD Yes () None ()						
MISCELLANEOUS RECORD Yes (None (X) EASEMENT Yes (None (X)						
If answer to any of above is yes, clarify on back of sheet or on attached sheet.						
TAXES Current Paid (X) Delinquent ()						
CERTIFICATE						
I, the undersigned certificansfers of the above de office of Recorder of the shown in this search to be judgments and other matter are set forth. Dated this	escribed e above c date, exc er of rec	real est county fr ept as c ord here	cate as a com the cotherwise inbefore	shown by the dare of the e noted, and e requested	e records a earliest of that all for the season and the season are	in the entry
Prel. Approval of Title				Ry	orney Gener	ral
Final Approval of Title	Date			By	orney Cener	pn1 1.

TITLE SEARCH

No. 47886-2

Prepared for Indiana State Highway Commission.

Project S-778 (i), Liberty Township, HenryCounty, Indiana.

Name on Plans:

1.

Bertha Howell

Names on Transfer Book: John B. & Jessie Smith

Description

Beginning 225 feet East of the Southwest corner of the South East quarter of the Southeast Quarter of Section 17, Tow nship 17 North, Range 12 East and running thence North 250 feet; thence East 125 feet; thence South 250 feet; thence West 125 feet to the place of beginning, containing .72 acre.

Effic E. Hoover and Ora I. Hoover, her husband, of Henry County, and Josie M. Scruggs and Forest E. Scruggs, her husband, Ray C. Sherry & Ruth P. Sherry, his wife, all of Wayne County. 2. to Bertha Howell and Garner Howell, husband and wife
Warranty Deed for \$1.00 and other consideration dated February
16, 1939 and recorded February 17, 1939 in Deed Record 120, page
342. Acknowledged before M.F. Steffenson, Notary Public, Wayne

County, Indiana. (LS)
All of their undivided interest in the following: The South-

All of their undivided interest in the following: The Southeast quarter of the Southeast quarter of Section 17, Township 17
North, Range 12 East, containing forty acres more or less.

Subject to November, 1938 taxes due and payable in November
1939 and thereafter, which grantees assume and agree to pay.

The grantors Effic Hoover, Josie M. Scruggs, Ray C. Sherry and the grantee Bertha Howell are the children and sole and only heirs at law of Michael Sherry and Mary J. Sherry, who are now deceased. That the said Michael Sherry and Mary J. Sherry left no other heirs at law. nor any descendents of any deceased no other heirs at law, nor any descendents of any deceased children, nor any deceased children.

Bertha Howell and Garner Howell, husband and wife to

Brick Church Cenetary Association Church of the Brethern
Mortgage for \$1400.00 dated February 20, 1941 and recorded
February 21, 1941 in Mortgage Record 124, page 466. Acknowledged
before Ralph B. Worl, Notary Public, Wayne County, Indiana. (LS)
The Southeast quarter of the scutheast quarter of section
17 Township 17 North, Range 12 East, containing forty acres more

or less.

And the mortgagors expressly agrees to pay the sum of money above secured, without relief from valuation or appraisement laws; and upon failure to pay any one of said notes, or any part thereof at maturity or the interest thereon, or any part thereof, when due or the taxes or insurance as hereinafter stipulated, then all of said notes are to be due and collectible, and this mortgage may be foreclosed accordingly. And it is further expressly agreed, that until all of said notes are paid, said mortgagors will keep all legal taxes and charges against said premises paid as they become due, and will keep the buildings thereon insured for the benefit of the mortgagee, as they interest may appear and the policy duly assigned to the mortgagee to the amount of Fourteen Hundred Dollars Dollars, and failing to do so, said mortgagee may pay said taxes or insurance, and the amount so paid, with 5 per cent interest thereon, shall be a part of the debt secured by this mortgage. by this mortgage.

Mortgage Record / 24 Page 46 h is endorsed; The debt secured by the annexed mortgage having been fully paid, this mortgage is hereby released

this day Church By Clarence B Koydon Hordon

Attest Recorder of Henry County, Indiana Certified Hunry County Abstract Campany, Inc.

Henry County Abstract Company,

3.

Garner Howell, husband of the grantee herein, of Delaware County to
Bertha Howell

Warranty Deed for \$1.00 dated July 31, 1948 and recorded September 18, 1948 in Deed Record 143, page 101. Acknowledged before Franklin George, Notary Public, Henry County, Indiana. (LS) The Southeast quarter of the Southeast quarter of Section 17, Township 17 North, Range 12 East, containing forty acres more

or less.
Subject to all liens, taxes and incumbrances thereon which

the grantee assumes and agree to pay.

The purpose of this conveyance is to settle all of the property rights and alimony between the parties thereto.

5.

DIVORCE

Bertha Howell vs Garner Howell

Henry Circuit Court September Term, 1948 Number 25831 Divorce

Divorce granted September 18, 1948. Costs paid. Civil Order Book 119, page 117.

6.

Bertha Howell, unmarried and of legal age

John B. Smith and Jessie Smith, husband and wife

Warranty Deed for \$1.00 dated January 30, 1962 and recorded March 24, 1962 in Deed Record 183, page 522. Acknowledged before Franklyn George, Notary Public, Henry County, Indiana. (LS)

Beginning 225 feet East of the Southwest corner of the South east quarter of the Southeast quarter of Section 17, Township 17 North, Range 12 East and running thence North 250 feet; thence East 125 feet; thence South 250 feet; thence west 125 feet to the place of beginning, containing .72 acre.

Subject to 1961 taxes payable in 1962, and all taxes accruing thereafter, which the grantees assume and agree to pay.

Signed: Bertha Howell

This deed prepared by Franklyn George, Atty, New Castle, Indiana

Planning Commission Ordinance

A printed copy of the Henry County, Indiana, Planning Commission Ordinance No. 1, Revised, consisting of pages numbered 1 to 54 inclusive, certified to by the Auditor of Henry County, Indiana. was recorded June 5th, 1956, and appears of record in Miscellaneous Record 38, pages 170 to 198 inclusive, all of which is made a part of this abstract by reference.

Said Ordinance affects all rural area of Henry County, Indiana, all unincorporated communities and such incorporated communities as may be placed under the administration of the Henry County Planning Com-

mission.

7.

8.

For details of this Ordinance and how the same affects Caption Real Estate, if within such jurisdiction, attention is directed to such record and to The Building Commissioner of Henry County, Indiana, who is the Administraive Officer of said Planning Commission.

Attention is likewise directed to the New Castle Planning Commission as to Land Use, Zoning, etc. of Real Estate within the jurisdiction of said Planning Commission.

This Abstract and the subsequent Certificate does not Cover Zoning or Land Use of any tract or lot in Henry County, Indiana; for such information it is necessary to contact the proper administrative officer of the Planning Commission having jurisdiction of Caption Real Estate.

This Abstract and the subsequent Certificate does not cover any governmental limitation or regulation respecting access to abutting streets, roads or highways.

Taxes

An examination has been made and is limited to the Current Tax Duplicate of Henry County, Indiana, for taxes, both delinquent and current, against the Caption Land of this Abstract, (assessed in some instances with other Real Estate.) Such examination does not cover taxes on personal property, Auditor's Assessments, nor future taxes which may be a lien but not computed and extended on the Current Tax Duplicate.

Such examination reveals taxes against caption land assessed in the Name, Taxing Unit, Description and Amount or Amounts, as follows:

Bertha Howell
Liberty Township
SE.SE. 17-17-12
Exemptions
Delinquent Taxes

38.50A

\$1860.00 \$1230.00 None

1961 Taxes payable May, 1962: 38.67: Paid 3-15-1962 1961 Taxes payable Nov, 1962: 38.67:

Judgment Examination Judgment Examination, as covered by the attached Certificate, made as against the following name or names, only, to-wit: Bertha Howell, from and including the date of July 5, 1952 to and including the date of March 24, 1962. 9. John B. Smith and Jessie Smith (as tenants by entirety and not individually) for the period of ten years last past. 10. Note We limit the judgment search covered by this certificate to the date of June 23, 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. 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. 11. Bertha Howell John B. Smith Jessie Smith

CERTIFICATE

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) Eleven (11) 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. 19 62at Seven O'clock A.M.

HENRY COUNTY ABSTRACT COMPANY, INC.

By President

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