

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

FUND S

PROJECT No. 778

SECTION (1)

PARCEL No. 23 & 23 A

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. 17, T. 17 N, R. 12 E PERM. R/W 0.110 ~~50 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.

STATION TO STATION ON CENTERLINE "PR"

	LEFT	RIGHT
506+82±PL TO 508+00	50	
508+00 TO 509+00	50 TO 55	
509+00 TO 509+05.9±PL	55	

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 23 PERMANENT RIGHT OF WAY:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 12 EAST, HENRY COUNTY, INDIANA; THENCE EASTERLY 2357.9 FEET± ALONG THE SOUTH LINE OF SAID SECTION; THENCE NORTHERLY 52.1 FEET± ALONG THE WEST PROPERTY LINE OF THE GRANTOR'S LAND TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE SOUTH 89 DEGREES 17 MINUTES EAST, 119.1 FEET; THENCE NORTH 87 DEGREES 46 MINUTES EAST, 31.0 FEET; THENCE SOUTHERLY 21.7 FEET TO THE NORTH BOUNDARY OF STATE ROAD 38; THENCE NORTH 89 DEGREES 17 MINUTES WEST, 150.0 FEET ALONG THE NORTH BOUNDARY OF STATE ROAD 38 TO THE WESTERN PROPERTY LINE OF THE GRANTOR'S LAND; THENCE NORTH 00 DEGREES 07 MINUTES WEST, 20.1 FEET ALONG SAID PROPERTY LINE TO THE POINT OF BEGINNING AND CONTAINING 0.070 ACRES, MORE OR LESS.

ALSO:

PARCEL 23A PERMANENT RIGHT OF WAY:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 12 EAST, HENRY COUNTY, INDIANA; THENCE EASTERLY 2507.9 FEET± ALONG THE SOUTH LINE OF SAID SECTION; THENCE NORTHERLY 53.7 FEET± ALONG A WEST PROPERTY LINE OF THE GRANTOR'S LANDS TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE NORTH 87 DEGREES 54 MINUTES EAST, 69.1 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES EAST, 5.9 FEET TO AN EASTERN PROPERTY LINE OF THE GRANTOR'S LANDS; THENCE SOUTHERLY 25.0 FEET ALONG SAID PROPERTY LINE TO THE NORTHERN BOUNDARY OF STATE ROAD 38; THENCE NORTH 89 DEGREES 20 MINUTES WEST, 75.0 FEET ALONG SAID BOUNDARY; THENCE NORTHERLY 21.7 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.040 ACRES, MORE OR LESS.

Richard C. Bailey
Auditor Henry County

MAR 19 1963

DULY ENTERED
FOR TAXATION

#2690
Recorded 3-19-1963
9:00 A.M., Book 131A P. 200

Raydon Lydon
Recorder Henry County Indiana

RECEIVED FOR RECORD
THE 19 DAY OF March
A.D. 1963 AT 9:00 O'CLOCK A.M.
AND RECORDED IN RECORD 131A
PAGE 200 FEE \$ -0-
Raydon Lydon
Recorder Henry County

2690

Whisby
2-4-63

O.W.B.
11-26-62

LLH-MR24

PARCEL NO. 23 & 23 A 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 THOUSAND FOUR HUNDRED & FIFTY SIX Dollars (\$ 2,456.00), which sum shall be paid or held in escrow as specified to the order of SAM L. HIGINBOTHAM & MAXINE R. HIGINBOTHAM

R# 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: HENRY COUNTY BUILDING AND LOAN 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 \$138.00; Damages \$2,318.00; Total consideration 2,456.00

<u>Sam L. Higinbotham</u>	(Grantor)		(Grantor)
<u>Maxine R. Higinbotham</u>	(Grantor)		(Grantor)
	(Grantor)		(Grantor)
	(Grantor)		(Grantor)
	(Grantor)		(Grantor)
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	(Grantor)		(Grantor)
	(Grantor)		(Grantor)
	(Grantor)		(Grantor)
	(Grantor)		(Grantor)

Dated January 24, 1963

This instrument prepared and checked with project plans for Division of Land Acquisition.
BY O.W. Best 11-26-62
Date

AMOUNT APPROVED FEB 22 1963
BY Charles Shuts
Chief, Div. LPA

THE ABOVE GRANT IS HEREBY ACCEPTED.
STATE OF INDIANA

BY David Cohen
Title

DESCRIPTION & FORM OK'D 2-4-63
BY Sh Shuts

PAID BY WARRANT NO A125249
DATED Mar. 5, 1963

Indiana State Highway Commission
DATE _____, 19____

Jed 1/21/63
AP 2-21-63



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 Henry ss:

Personally appeared before me Sam S. Niginbotham + Maxine K. Niginbotham and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 24 day of January, 1963.

Witness my hand and official seal.

My Commission expires June 27 1965 Ralph Galbreath 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

25 day of January, 1963

(Seal)

(Seal)

Henry County Superior Court (Seal)
by: Maxine K. Niginbotham (Seal)

State of Indiana }
County of Henry } ss:

Personally appeared before me William H. Patton

above named and duly acknowledged the execution of the above release the 25 day of January, 1963.

Witness my hand and official seal.

My Commission expires June 27 1965 Ralph Galbreath Notary Public.

Ralph Galbreath

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

March 14, 1963

To Sam L. & Maxine R. Higinbotham and
Henry County Building & Loan Assoc.
R. R. # 3
New Castle, Indiana

GENTLEMEN:

We enclose State Warrant No. A 125249 3/5 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 No. 38 in Henry County S. Project 778 Section (1) as per Grant dated January 24, 1963</i> Parcel 23 and 23A	\$2,456.00

PLEASE RECEIPT AND RETURN

Received Payment: *Sam L. Higinbotham*

Date: *March 20th 1963*

Contract

APPRAISAL REVIEW

Project S-778(1) Road SR 38 County Henry Parcel No. 23 #23A

Property Owner Sam & Maxine Heginbotham 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 12-27-62 :
(date)

(a) The fair market value of the entire property is: \$ 16,895.

(b) The fair market value of the property after the taking, assuming the completion of the improvement, is: \$ 14,439.

The total value of taking is: (a minus b) Total \$ 2,456.

(1) Land and/or improvements \$ 138.

(2) Damages \$ 2,318

J. E. Gallagher
Reviewing Appraiser

Date: 1-7-63

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-278-05 PARCEL # 23

OWNER Sam Higimbotham PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER R#3 New Castle Ind

DATE ASSIGNED 1-22-63

DATE OF CONTACT 1-25-63

TIME OF CONTACT 9:30 AM

DATE OF PREVIOUS CONTACT 1-24-63

OFFER \$ _____

DETAIL CONTACT* Secured Mortgage release

ACTION TAKEN** _____

SIGNED Ralph G. Galt

* 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 5 778 (1) PARCEL # 23, 23A & 22

OWNER Mr. & Mrs. Geo. Dunnington PHONE # _____
Mr. & Mrs. Sam Higginbotham

(Other interested parties and relationship)

ADDRESS OF OWNER _____

DATE ASSIGNED _____

DATE OF CONTACT 1/25/63

TIME OF CONTACT 10:30 AM

DATE OF PREVIOUS CONTACT _____

OFFER \$ _____

DETAIL CONTACT* Contacted Henry County Building & Loan Assoc. at New Castle and obtained mortgage released for parcels noted above.

ACTION TAKEN** _____

SIGNED Dale E. Smiley

* 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 478 (1) PARCEL # 23 + 23A
OWNER Mr. & Mrs. Sam Neginbotham PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER RR #3 Hagerstown, Indiana

DATE ASSIGNED _____

DATE OF CONTACT 1/24/63

TIME OF CONTACT 4:30 PM

DATE OF PREVIOUS CONTACT 1/24/63

OFFER \$ 2456.⁰⁰

DETAIL CONTACT* Mrs. Gabrieth and I showed plans and explained take.

ACTION TAKEN** Secured

SIGNED Dale E. Smiley

* 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 0778-11 PARCEL # 23

OWNER Sam Higginbotham PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER R#3 New Castle Land

DATE ASSIGNED 1-22-63

DATE OF CONTACT 1-24-63

TIME OF CONTACT 3:00 PM 4:30 PM

DATE OF PREVIOUS CONTACT _____

OFFER \$ 2456.⁰⁰

DETAIL CONTACT* Called at home talked to Mrs Higginbotham made appointment for 4:30 PM

Met with Mr & Mrs Higginbotham

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.

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 778 (1) PARCEL # 23 + 23A

OWNER Sam Higinbotham Et U PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER SR 38 RR #3 Hagerstown Ind.

DATE ASSIGNED _____

DATE OF CONTACT 1/24/63

TIME OF CONTACT 10 AM

DATE OF PREVIOUS CONTACT _____

OFFER \$ 2456.⁰⁰

DETAIL CONTACT* Mr. Galbraith and I contacted Mrs. Higinbotham and made appointment for 4:30 PM 1/24/63 when Mr. Higinbotham would be home.

ACTION TAKEN** _____

SIGNED Dale E. Smiley

* 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. 23-PERM + 23A PERM OWNER: SAM HIGINBOTHAM ET UX.

PROJECT NO. 778(1)

DRAWN BY WIXOM, R.F. CHECKED BY *R. F. Wixom*

ROAD S.R. 38

DEED RECORD

PAGE

DTD.,

168
180

352
34

6-25-56
9-27-60

COUNTY : HENRY



CROSSHATCHED
AREA IS
APPROX. TAKE

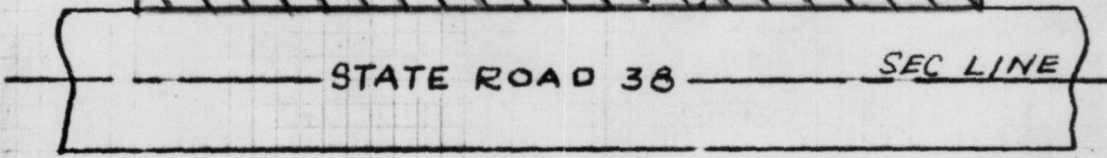
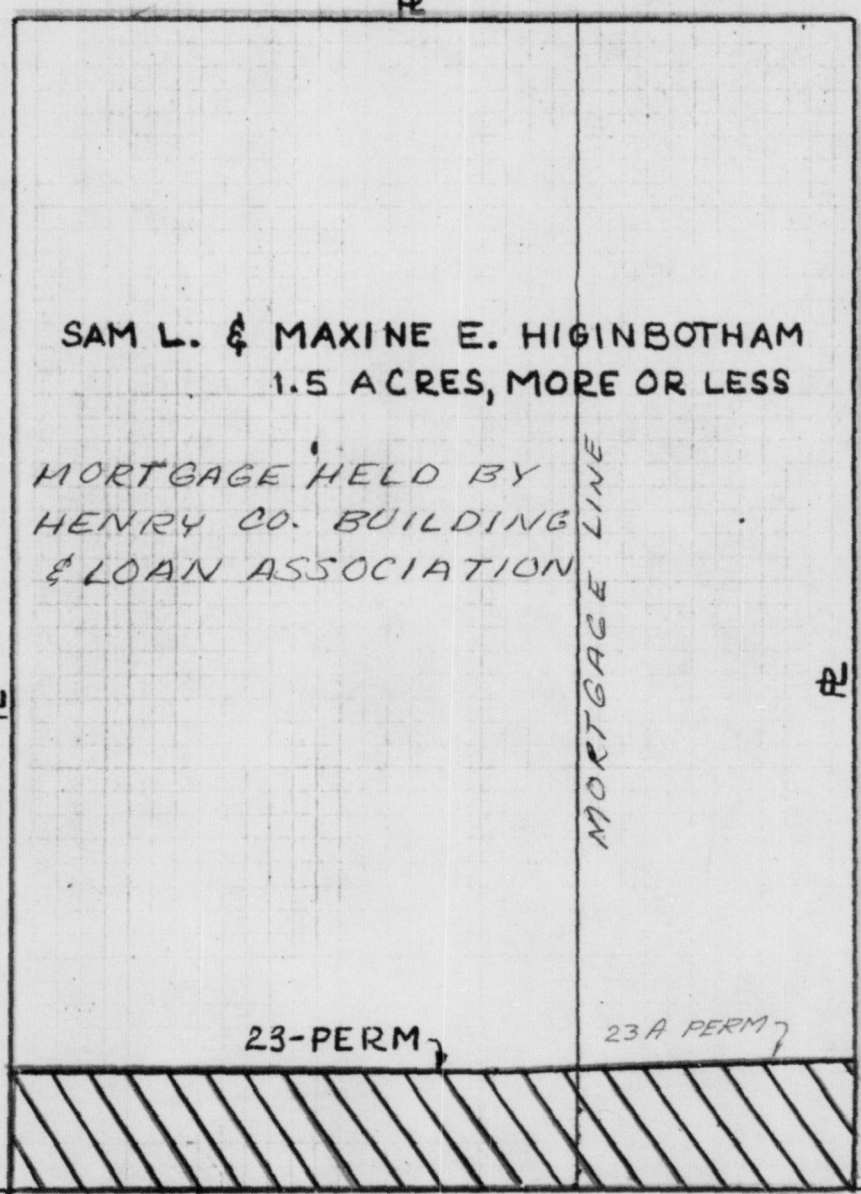
SCALE:
1" = 50'

NORTH

SECTION : 17

T 17 : N

R 12 : E



STATE ROAD 38

SEC LINE

SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORT

PROJECT No. S-778 (1) STATE ROAD No. 38 PARCEL No. 23

RECORD OWNER Sam L. & Maxine R. Higginbotham, H. & W.

FROM 7-5-62 TO 1-30-63

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>SEE ITEM #1 MGT. RELEASE</u>
MISCELLANEOUS RECORD	<u>NO CHANGE</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 DEL.</u>

CHANGES SINCE DATE OF LAST ABSTRACT ARE AS FOLLOWS: _____

ITEM #1

Bertha & Garner Howell, H. & W. Mortgage Release
Mortgage Record Book 124
To Page 466

Brick Church Cementary Ass'n.
Church of the Brethern of
Wayne County, Indiana

The debt secured by the annexed mortgage is hereby released
this 25th day of January, 1963.

Brick Church Cementary Ass'n.
By: Clarence B. Stout, Sec. Tres.
Attest - Roydon Gordon, Recorder

SIGNED

Oda M. Collins

DATE

1-30-63

TITLE AND ENCUMBRANCE REPORT

4-86-3

DIVISION OF LAND ACQUISITION

INDIANA STATE HIGHWAY COMMISSION

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

Names on Plans Sam L. & Maxine R. Higinbotham

Names in Trans. Book Sam L. & Maxine R. Higinbotham

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Value
In SE $\frac{1}{4}$ SE $\frac{1}{4}$	17	17	12	1.50	\$100 \$2580

Liberty Township

LAST OWNER OF RECORD

Deed Record 168 180 P. 352 34 Recorded 6-25-1956 10-4-1960 Dated 6-25-56 9-27-60 Deed

Grantor Bertha Howell

Grantee Sam L. Higinbotham & Maxine R. Higinbotham, husband and wife

Address of Grantee R R #3 New Castle, Indiana

MORTGAGE RECORD

Mortgage Recrd 124 186 P. 466 174 Amount \$1400.00 \$12500.00 Dated 2-20-1941 9-15-1956

Mortgagor Bertha Howell
Sam L. Higinbotham & Maxine R. Higinbotham

Mortgagee Brick Church Cemetery Association Church of the Brethern
Henry County Building & Loan Association

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 Diggins
Abstractor President.

Prel. Approval of Title _____ Date _____

By _____
Deputy Attorney General

Final Approval of Title _____ Date _____

By _____
Deputy Attorney General

TITLE SEARCH

No. 47886-3

Prepared for Indiana State Highway Commission.

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

Name on Plans: Sam L. Higinbotham &
Maxine R. Higinbotham

Name on Transfer Book: Sam L. and Maxine E. Higinbotham

1.

Description:

Part of the Southeast Quarter of the Southeast Quarter of Section Seventeen (17) Township Seventeen (17) North, Range Twelve (12) East, commencing at the Southwest corner of said quarter-quarter section and running thence North Twenty (20) Rods thence East Two Hundred twenty five (225) feet; Thence South Twenty (20) Rods; thence West Two Hundred twenty five (225) feet to the place of beginning, containing One and one half (1½) acre more or less.

2.

Effie 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.

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 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 Effie 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 descendants of any deceased children, nor any deceased children.

3.

Bertha Howell and Garner Howell, husband and wife

to

Brick Church Cemetery 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 Southeast 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 appraisal 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.

4. 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 pro-
perty 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
to

Sam L. Higinbotham and Maxine R. Higinbotham, husband and wife
Warranty Deed for \$1.00 dated June 25, 1956 and recorded
June 25, 1956 in Deed Record 168, page 352. Acknowledged before
Franklyn George, Notary Public, Henry County, Indiana. (LS)

Beginning at the Southwest corner of the Southeast Quarter of
the Southeast Quarter of Section 17, Township 17 North, Range 12
East, and running thence north 20 rods; thence east 150 feet;
thence south 20 rods; thence west 150 feet to the place of beginn-
ing, containing one acre, more or less, in Henry County, Indiana

The North line of said parcel shall extend to the north line
of the land of George Dunnington, et ux, lying immediately west
of the parcel herein conveyed.

Grantees herein agree to build a fence at their expense on
the east side and north end of the real estate herein conveyed
and thereafter the grantor and grantees agree to maintain their
respective statutory portions of said fence at their expense

Subject to 1956 taxes payable in 1957, which the grantees
assume and agree to pay.

7. Sam L. Higinbotham and Maxine Higinbotham, husband and wife
to
Henry County Building and Loan Association
Mortgage for \$12,000.00 dated July 31, 1956 and recorded
August 3, 1956 in Mortgage Record 185, page 422. Acknowledged
before Mary Hayes, Notary Public, Henry County, Indiana. (LS)
Beginning at the Southwest corner of the Southeast quarter
of the Southeast quarter of Section 17, Township 17 North, Range
12 east, and running thence north 330 feet, thence east 150 feet,
thence south 330 feet, thence west 150 feet to the place of beginn-
ing, containing 1 acre, more or less, in Henry County, Indiana.
With other real estate.

8. Satisfaction

On the margin of Mortgage Record 185, page 422 is written
the following satisfaction, towit:

The debt secured by the annexed mortgage having been fully
paid, this mortgage is hereby released this 19 day of Sept. 1956.

THE HENRY COUNTY BUILDING AND LOAN ASSOCIATION
By Marie Koons, Asst. Secy.

Attest: Horace L. Allison
Recorder of Henry County, Indiana.

9. Sam L. Higinbotham and Maxine R. Higinbotham, husband and wife
to
Henry County Building and Loan Association
Mortgage for \$12,500.00 dated September 15, 1956 and recorded
September 19, 1956 in Mortgage Record 186, page 174. Acknowledged
before Mary Hayes, Notary Public, Henry County, Indiana. (LS)
Beginning at the Southwest corner of the Southeast quarter
of the Southeast quarter of Section 17, Township 17 North, Range
12 east, and running thence north 330 feet, thence east 150 feet,
thence south 330 feet, thence west 150 feet to the place of
beginning, containing 1 acre, more or less, in Henry County,
Indiana.
With other real estate.
Secure bond of even date herewith due and payable in monthly
installments with interest.

10.

Bertha Howell, unmarried and of legal age
to

Sam L. Higinbotham and Maxine R. Higinbotham, husband and wife
Warranty Deed for \$1.00 dated September 27, 1960 and recorded
October 4, 1960 in Deed Record 180, page 34. Acknowledged before
Franklyn George, Notary Public, Henry County, Indiana. (LS)

Beginning 150 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 20 rods; thence
east 75 feet; thence south 20 rods; thence west 75 feet to the
place of beginning, containing one half ($\frac{1}{2}$) acre, more or less.

The north line of said parcel shall extend to the north line
of the land of the grantees herein, lying immediately west of the
parcel herein conveyed.

Grantees herein agree to build a fence at their expense on
the east side and the north end of the real estate herein conveyed
and thereafter, the grantor and grantees agree to maintain their
respective statutory portions of said fence at their expense.

This real estate is subject to 1960 taxes due and payable in
1961, which the grantees assume and agree to pay.

11.

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.

11. 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 Commission.

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 Administrative 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:

12.	Sam L. and Maxine R. Higinbotham			
	Liberty Township			
	S.E.S.E. 17-17-12	1 Acre	\$50.00	\$2580.00
	S.E.S.E. 17-17-12	.50Acre	50.00	None
	Exemptions		\$1000.00	
	Delinquent Taxes		None	

1961 Taxes payable May, 1962: Paid April 10, 1962.
 1961 Taxes payable Nov, 1962:

Judgment Examination

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

13. Bertha Howell, from and including the date of July 5, 1952 to and including the date of October 4, 1960.

Sam L. Higinbotham and Maxine R. Higinbotham (as tenants by entirety and not individually) for the period of ten years last.

14.

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.

Abstracter.

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:

15.

Bertha Howell

Sam L. Higinbotham
Maxine R. Higinbotham

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 Fifteen (15) 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. 19 62 at Seven O'clock A.M.

HENRY COUNTY ABSTRACT COMPANY, INC.

By

Nelson Digger
President