

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

FUND S
PROJECT No. 778
SECTION (1)

PARCEL No. 2

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. S.R. 38 SEC. S PROJ. No. 778 SEC. (1) DATED 1962
SEC. 20, T. 17 N, R. 11 E TEMP. R/W 0.109 PERM. R/W 0.241 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) "P.R."

<u>IO</u>	<u>LEFT</u>	<u>RIGHT</u>
254 + 72.7±PL	260 + 25	50
260 + 25	262 + 50	50 TO 65
THE FOLLOWING DESCRIBED RIGHT OF WAY NOT HEREINBEFORE DESCRIBED AS PERMANENT RIGHT OF WAY IS TEMPORARY RIGHT OF WAY FOR CHANNEL CLEARANCE ON SAID PROJECT AND WILL REVERT TO THE GRANTOR UPON THE COMPLETION OF SAID PROJECT.		
260 + 25	260 + 65	50 TO 100
260 + 65	261 + 50	100
MORE PARTICULARLY DESCRIBED AS FOLLOWS: PARCEL 2 PERMANENT RIGHT OF WAY.		

COMMENCING AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 11 EAST, HENRY COUNTY, INDIANA; THENCE WESTERLY 1,336.7 FEET, +/-; THENCE SOUTHERLY 30 FEET, +/- TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

HENCE ALONG THE SOUTH BOUNDARY OF STATE ROAD 38 BY THE FOLLOWING COURSES: THENCE EASTERLY 353.5 FEET ALONG AN ARC TO THE RIGHT AND HAVING A RADIUS OF 171,857.5 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 89 DEGREES 18 MINUTES EAST, AND A LENGTH OF 353.5 FEET; THENCE NORTH 89 DEGREES 21 MINUTES EAST, 245.9 FEET; THENCE SOUTH 82 DEGREES 13 MINUTES EAST, 179.9 FEET; THENCE DEPARTING FROM SAID BOUNDARY; THENCE NORTH 87 DEGREES 17 MINUTES WEST, 225.5 FEET; THENCE SOUTH 88 DEGREES 54 MINUTES WEST, 552.3 FEET TO THE WEST PROPERTY LINE OF THE GRANTOR'S LAND; THENCE NORTHERLY 17.2 FEET ALONG SAID PROPERTY LINE TO THE POINT OF BEGINNING AND CONTAINING 0.241 ACRES, MORE OR LESS.

ALSO:

THE FOLLOWING DESCRIBED RIGHT OF WAY NOT HEREINBEFORE DESCRIBED AS PERMANENT RIGHT OF WAY IS TEMPORARY RIGHT OF WAY FOR CHANNEL CLEARANCE ON SAID PROJECT AND WILL REVERT TO THE GRANTOR UPON THE COMPLETION OF SAID PROJECT.

COMMENCING AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 11 EAST, HENRY COUNTY, INDIANA; THENCE WESTERLY 665.7 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE SOUTHERLY AT RIGHT ANGLES TO SAID SECTION LINE, 50.5 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE SOUTH 00 DEGREES 39 MINUTES EAST, 41.7 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES WEST, 85.0 FEET; THENCE NORTH 39 DEGREES 18 MINUTES WEST, 64.0 FEET; THENCE SOUTH 86 DEGREES 50 MINUTES EAST, 125.3 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.109 ACRES, MORE OR LESS.

R
M
**DULY ENTERED
FOR TAXATION**
MAR 25 1963
Richard C. Bailey
Auditor Henry County

RECEIVED FOR RECORD
THE 23 DAY OF MARCH
A.D. 1963 AT 9:42 O'CLOCK A.M.
AND RECORDED IN FEE \$.....
PAGE 2 OF 2
Ralph J. Gordon
Recorder Henry County

O.W.B.
12-17-62

FEB 18 1963

2874

PARCEL NO. 2 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 FIVE HUNDRED FORTY THREE — Dollars (\$ 543.00), which sum shall be paid or held in escrow as specified to the order of JOE M. & MARGARET E. HAMM
RR 3
NEW CASTLE IND.

(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 GRANTORS being duly sworn, says that he, she (is) or they (are) the sole owner(s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or options of any kind or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the Indiana State Highway Commission to pay them the amount herein stipulated.

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

Mortgagee: 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 94.00; Damages 449.00; Total consideration 543.00

(Grantor)	<u>Joe M Hamm</u>	(Grantor)
(Grantor)	<u>JOE M. HAMM (ADULT HUSBAND)</u>	(Grantor)
(Grantor)	<u>Margaret E Hamm</u>	(Grantor)
(Grantor)	<u>MARGARET E. HAMM (ADULT WIFE)</u>	(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)
(Grantor)		(Grantor)

2-4-63
JHO

Dated January 30, 1963

This instrument prepared and checked with project plans for Division of Land Acquisition.
BY O.W. Best 12-17-62
Date

AMOUNT FEB 22 1963
APPROVED
BY James W. Townsend
Asst. Chief, Div. LIA

THE ABOVE GRANT IS HEREBY ACCEPTED.
STATE OF INDIANA

DESCRIPTION FEB 12 1963
& FORM OK'D
BY Sh. Hickey

PAID BY
WARRANT NO A125273
DATED March 5, 1963

BY Charles W. Shuck
Chief, Div. LIA Title
Indiana State Highway Commission
DATE FEB 22 1963, 19__

APB
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 _____ 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) _____

State of _____ }
County of _____ }
ss: _____

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. _____

My Commission expires 25 Nov 1963

Witness my hand and official seal.

facts therein are true, this 30 day of January, 1963

Personally appeared before me _____

(HUSBAND & WIFE)
Margaret E. Hanna

State of Indiana, County of _____ ss: _____

My Commission expires _____

Notary Public. _____

Witness my hand and official seal.

facts therein are true, this _____ day of _____, 19 _____

Personally appeared before me _____

State of Indiana, County of _____ ss: _____

My Commission expires _____

Notary Public. _____

Witness my hand and official seal.

facts therein are true, this _____ day of _____, 19 _____

Personally appeared before me _____

State of Indiana, County of _____ ss: _____

My Commission expires _____

Notary Public. _____

Witness my hand and official seal.

facts therein are true, this _____ day of _____, 19 _____

Personally appeared before me _____

State of Indiana, County of _____ ss: _____

My Commission expires _____

Notary Public. _____

Witness my hand and official seal.

facts therein are true, this _____ day of _____, 19 _____

Personally appeared before me _____

State of Indiana, County of _____ ss: _____

My Commission expires _____

Notary Public. _____

Witness my hand and official seal.

facts therein are true, this _____ day of _____, 19 _____

Personally appeared before me _____

State of Indiana, County of _____ ss: _____

A.D. 1963 RW

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

March 15, 1963

To Joe M. and Margaret E. Hamm
R. R.# 3
New Castle, Indiana

GENTLEMEN:

We enclose State Warrant No. A 125273 3/5 1963
in settlement of the following vouchers:

DESCRIPTION	AMOUNT
Purchase of Right of Way 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 30, 1963 Parcel 2	\$543.00

PLEASE RECEIPT AND RETURN

Received Payment: Joe M Hamm - Margaret E Hamm
Date: Mar 18, 1963

Continued

APPRAISAL REVIEW

Project S-778(1) Road SR 38 County Henry Parcel No. 2
Property Owner Joe M. Hamm 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 12-9-63 :
(date)

- (a) The fair market value of the entire property is: \$ 14,400.
- (b) The fair market value of the property after the taking, assuming the completion of the improvement, is: \$ 13,857.

The total value of taking is: (a minus b) Total \$ 543.

- (1) Land and/or improvements \$ 94
- (2) Damages \$ 449

JE Green
Reviewing Appraiser
Date: 1-22-63

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 778-1 PARCEL # 2
OWNER JOE HAMM PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER RR NEW CASTLE IND
DATE ASSIGNED 1-22
DATE OF CONTACT 1-30
TIME OF CONTACT 7:30
DATE OF PREVIOUS CONTACT 1-24

OFFER \$ _____

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 # 2
OWNER JOE HAMM PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER RR NEW CASTLE IND
DATE ASSIGNED 1-22
DATE OF CONTACT 1-29
TIME OF CONTACT 7:30
DATE OF PREVIOUS CONTACT 1-24

OFFER \$ _____

DETAIL CONTACT* ~~Said~~ Said he had a lot of things to do and come back tomorrow

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 # 2
OWNER JOE HAMM PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER RR NEW CASTLE
DATE ASSIGNED 1-22
DATE OF CONTACT 1-29
TIME OF CONTACT 7PM
DATE OF PREVIOUS CONTACT 1-24

OFFER \$ 543⁰⁰

DETAIL CONTACT* he said he had several things to do
and could only take 5 minutes of his time
and then come back

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 # 2

OWNER Joe Hamm PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER RR New Castle Ind

DATE ASSIGNED 1-22

DATE OF CONTACT 1-24

TIME OF CONTACT 1 PM

DATE OF PREVIOUS CONTACT —

OFFER \$ —

DETAIL CONTACT* Talked to Mrs Hamm. she said
her husband was away and would return
on week end or I could see 1/29 4:30 PM

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.

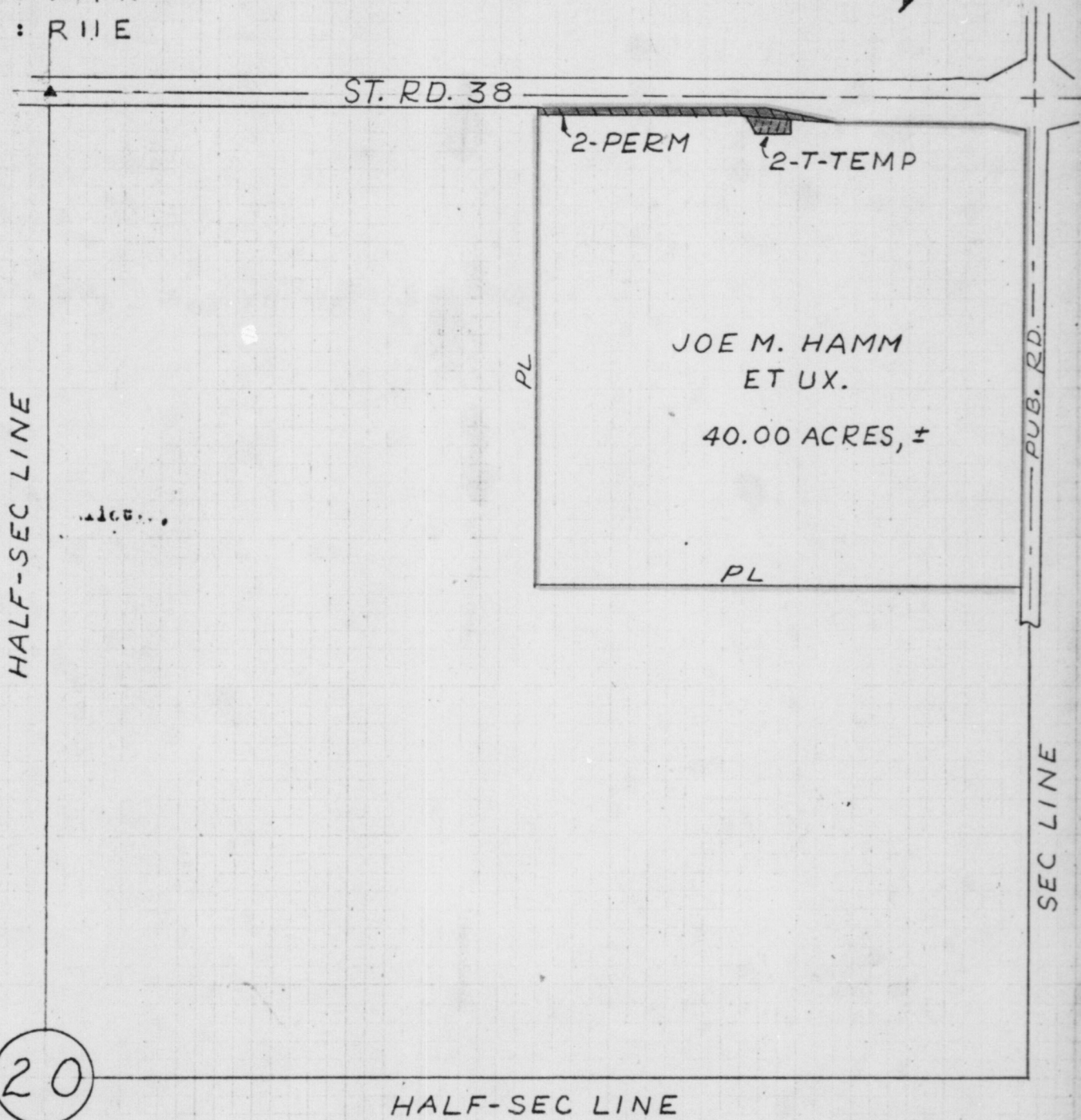
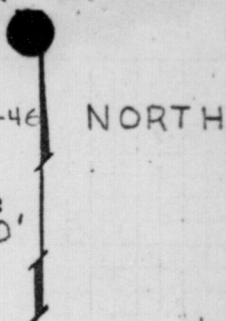
PARCEL NO: 2-~~RM~~ & 2T-TEMP
PROJECT NO. S-778(1)
ROAD SR 38

OWNER: JOE M. HAMM ET UX.
DRAWN BY WIXOM, R.F. CHECKED BY *rust*
DEED RECORD 136 PAGE 189-90 DTD 7-25-46

COUNTY : HENRY
SECTION : 20
T : T17N
R : R11E

 CROSSHATCHED
AREA IS
APPROX. TAKE

SCALE:
1" = 400'



SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORT

PROJECT No. S-778 (1) STATE ROAD No. 38 PARCEL No. 2 etc.

RECORD OWNER Joe M. Hamm and Margaret E. Hamm

FROM July 12, 1962 TO 2-7-63

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>" "</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 2-7-63

TITLE AND ENCUMBRANCE REPORT

41997-1

2 Perm

DIVISION OF LAND ACQUISITION

INDIANA STATE HIGHWAY COMMISSION

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

Names on Plans Joe M. Hamm etux

Names in Trans. Book Joe M. & Margaret E. Hamm

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Value
NE NE	20	17	11	40	\$2520 None

Liberty Township

LAST OWNER OF RECORD

Deed Record 136 P. 189-90 Recorded 7-26-1946 Dated 7-25-46 Deed

Grantor J. Fred Hamm and Martha Hamm, his wife

Grantee Joe M. Hamm and Margaret E. Hamm, husband and wife

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

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

* Easement shown at Entries 2 & 3 attached Search.

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 12th day of July 1962

Nelson D. Dyer
Abstractor President.

Prel. Approval of Title _____ Date _____

By _____
Deputy Attorney General

Final Approval of Title _____ Date _____

By _____
Deputy Attorney General

TITLE SEARCH

NO. 41997-1

Prepared for Indiana State Highway Commission

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

1. Names on Plans: Joe M. Harm, etux

Names on Transfer Book: Joe M. & Margeret E. Hamm

Description:

The Northeast Quarter of the Northeast quarter of Section
Twenty (20), Township Seventeen (17) North, Range Eleven (11)
East, containing Forty (40) acres, more or less.

EASEMENT

STATE OF INDIANA

2. COUNTY OF HENRY, SS: KNOW ALL MEN BY THESE PRESENTS, That we, I.N. Millikan and Marie Millikan, husband and wife, of the aforesaid county and state, grantors, in consideration of its services to rural residents of said county and other valuable consideration the receipt of which is hereby acknowledged, do hereby grant unto the Henry County Rural Electric Membership Corporation, grantee, its successors and assigns, the following easement or easements upon our lands hereinafter mentioned, towit:

ANCHORS

To place, maintain, repair or relocate one anchor and attendant guy wires and other appurtenances, at approximately the following place:

At south side of creek pasture about 25 feet from road fence and about 20 rods east of Flatrock creek. On north side of road A.10.

Each aforesaid easement includes the right at any time to enter upon grantors' land, with the necessary tools and equipment to do the acts mentioned.

The grantors own the land on which the aforesaid easements are granted and they have full right to grant such easements free of all encumbrances except taxes or assessments not yet due and except as hereinafter stated.

Said land is situated in the aforesaid county and state, in the west 1/2 of the southwest 1/4 of section 20, in Township 17 north of range 11 east.

There is no mortgage or other encumbrance upon the said land.

Grantors reserve to themselves full use and enjoyment of said land insofar as it shall not interfere with the easements hereby granted.

3. In Witness Whereof grantors sign this easement as of the 18 day of June, 1937.

I.N. Millikan
Marie B. Millikan

State of Indiana, County of Henry, ss:

Before me, the undersigned notary public in and for said county and state on the 18 day of June 1937, personally appeared I.N. Millikan and Marie B. Millikan and duly acknowledged the execution of foregoing easement.

(LS) Edward E. Brumback
Notary Public

My commission expires:
May 24, 1941

Recorded November 29, 1937 at 11:00 A.M. Ed Sanders R.H.C.I.
Miscellaneous Record 23 page 262.

John R. Millikan and Irene W. Millikan, his wife;
Louise M. Stanley and Claude Stanley, her husband;
Martha J. Birmingham and Francis Birmingham, her husband
to

Isaac N. Millikan

4. Warranty Deed for \$25,000.00, dated May 18, 1925 and recorded May 19, 1925 in Deed Record 107 pages 31-32. Acknowledged by John R. Millikan and Irene W. Millikan, Louise M. Stanley and Claude Stanley before Goldie Kessler, Notary Public, Henry County Indiana.(LS) Also acknowledged by Martha J. Birmingham and Francis Birmingham before Catherine J. Barry, Notary Public, Providence County, Rhode Island.(LS)

The east half of the northwest quarter, and the west half of the northeast quarter of section 20 (except 10 acres of land commencing at the southwest corner of the east half half of the north west quarter of said section 20, thence running north 14 rods; thence east 114 rods and 7 links thence south 14 rods; thence west to beginning, and 40 acres off of the north end of the east half of the northeast quarter of section 20; also 10 acres in the southeast corner of the east half of the southwest quarter of section 17; 40 rods square; all in township 17 north range 11 east and containing in all 200 acres more or less. (With other real estate.)

The said John R. Millikan, Louise M. Stanley and Martha J. Birmingham are the children and only heirs at law of Thomas B. Millikan deceased, except his widow Maude B. Millikan said widow having heretofore conveyed her interest in said real estate to said children by deed recorded in Deed Record 101 page 528 of the records of Henry County, Indiana.

Isaac N. Millikan and Narcissa B. Millikan, his wife
to

The Prudential Insurance Company of America

Mortgage for \$16,000.00, dated June 25, 1940 and recorded June 28, 1940 in Mortgage Record 122 page 556.

5. Forty (40) acres off of the North end of the East half of the Northeast Quarter of Section 20, Township 17 North, Range 11 East.(With other real estate)

DEED OF PARTIAL RELEASE

6. Whereas, Isaac N. Millikan and Narcissa B. Millikan, his wife executed a certain mortgage unto THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, of Newark, New Jersey, dated June 25th 1940, to secure the payment of a note of even date with said mortgage, in the sum of Sixteen thousand (\$16,000.00) Dollars, recorded in Henry County, Indiana, in Mortgage Record No. 122 pages 556-558.

KNOW ALL MEN BY THESE PRESENTS, that said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, at the request of the said Isaac N. Millikan and in consideration of the sum of Thirty two hundred (\$3200.00) Dollars unto it paid at the execution and delivery hereof, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said Isaac N. Millikan, et ux their heirs and assigns, the following described real estate, being in the County of Henry and State of Indiana, towit:

Forty acres off of the North end of the east half of the Northeast Quarter (E1/2 NE 1/4) of Section 20, Township 17 North, Range 11 East in Liberty Township, Henry County, Indiana. TO HAVE AND TO HOLD the same with the appurtenances unto the said Isaac N. Millikan, et ux their heirs and assigns, forever freed, exonerated and discharged of and from the lien of said mortgage and every part thereof, provided always, nevertheless, that nothing herein contained shall in any wise affect, alter or diminish the lien or encumbrance of the aforesaid mortgage on the remaining part of said real estate described in said mortgage or the remedies at law for recovering from the said Isaac N. Millikan et ux their heirs, executors, administrators and assigns, the balance of said principal sum with interest secured by said mortgage.

7. IN WITNESS WHEREOF, the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA has caused these presents to be signed by a Vice President and attested by an Assistant Secretary, and its corporate seal to be hereto affixed, in Newark, New Jersey, this 25th day of October, A.D. 1944.

(Corp. Seal) THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By J.A. Amerman
Vice President

Signed, sealed and Delivered
in the presence of us
Helen W. Wolfe
J.B. Lone

State of New Jersey
County of Essex, ss:

On this 25th day of October, 1944, before me the undersigned, a Notary Public of New Jersey, personally appeared J.A. Amerman and G.H. Bostock, to me personally known and known to me to be the Vice President and Assistant Secretary, respectively of The Prudential Insurance Company of America, a corporation organized under the laws of the State of New Jersey, and also known to me to be the identical persons whose names are subscribed to the foregoing instrument as Vice President and Assistant Secretary, respectively of the above mentioned corporation, who, being by me duly sworn did acknowledge and say that they are a Vice President and Assistant Secretary, respectively of the Prudential Insurance Company of America, the corporation described in and which executed the foregoing instrument and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that, being informed of its contents of said instrument, they signed, sealed and delivered the same, as such officers, in behalf of said corporation by authority of its Board of Directors

Henry County Abstract Company, Inc.
New Castle, Indiana

8. and that they executed the said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of the said corporation for the uses, purposes and consideration therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City of Newark, the day and year first above written.

(LS) J.B. Lone
Notary Public in and for
New Jersey

My commission expires January 25, 1948

Recorded Oct. 31, 1944 at 10:30 A.M. Everette Button R.H.C.I.
Release Record 10page 550.

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Isaac N. Millikan and Narcissa B. Millikan, husband and wife
to

J. Fred Hamm and Martha Hamm, husband and wife

9. Warranty Deed for \$1.00, dated October 18, 1944 and recorded November 3, 1944 in Deed Record 131 pages 208-09. Acknowledged before Paul C. Archibald, Notary Public, Henry County, Indiana.
(LS)

The northeast quarter of the northeast quarter of section 20, township 17 north, range 11 east, containing 40 acres more or less.

Subject to \$3200.00 of the mortgage indebtedness due The Prudential Insurance Company of America, which grantees assume as a part of purchase price hereof.

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J. Fred Hamm and Martha Hamm, husband and wife
to

Citizens State Bank of New Castle, Indiana.

10. Mortgage for \$2500.00, dated October 11, 1944 and recorded November 3, 1944 in Mortgage Record 133 page 568.

The Northeast quarter of the northeast quarter of Section 20, township 17 North, Range 11 East, containing 40 acres, more or less.

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Satisfaction

On the margin of Mortgage Record 133 page 568 is written the following satisfaction, towit:

11. The debt secured by the annexed mortgage having been fully paid, this mortgage is hereby released this 1 day of Nov. 1945.

Citizens State Bank
By Ora Morris, V. President

Attest: Gladys Button
Recorder of Henry County, Indiana.

J. Fred Hamm and Martha Hamm, his wife
to

Joe M. Hamm and Margaret E. Hamm, husband and wife
Warranty Deed for \$1.00, dated July 25, 1946 and recorded
July 26, 1946 in Deed Record 136 pages 189-90. Acknowledged before
12. Glen McGrew, Notary Public, Henry County, Indiana.(LS)

The northeast quarter of the northeast quarter of section
20, township 17 north, range 11 east, containing 40 acres more
or less;

Subject to the second installment of taxes for 1946 due in
November 1947.

Grantees shall be entitled to possession of the east 10
acres of said tract on January 1, 1947 and shall be entitled to
possession of the balance of said premises on January 1, 1948.

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.

13. 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:

14. Joe M. and Margaret E. Hamm
Liberty Township

NENE	20-17-11	40A	\$2520.00	None
Exemptions		None		
Delinquent Taxes		None		
1961 taxes payable	May 1962	\$46.62	paid	4/17/1962
1961 taxes payable	Nov. 1962	\$46.64		

Judgment Examination

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

15. Joe M. Hamm and Margaret E. Hamm (as tenants by entirety and not individually) for the period of ten years last past.

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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.

16. Joe M. Hamm
Margaret E. Hamm

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 Sixteen (16) 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 12th day of July
A.D. 1962 at Seven O'clock A.M.

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