

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

FUND S
PROJECT No. 778
SECTION (1)

PARCEL No. 17

Sheet 1 of 3 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. 13, T. 17N, R. 11E TEMP. R/W 0.116 ~~XXXXXX~~
PERM. R/W 7.294 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
456+33±PL	TO 457+00	100 TO 60	
457+00	TO 458+50	60	
458+50	TO 459+00	60 TO 50	
459+00	TO 460+00	50 TO 50	
460+00	TO 461+00	50 TO 50	
461+00	TO 493+43.8±PL	50'	
456+33±PL	TO 467+38±PL		PL
467+38±PL	TO 470+00		50
470+00	TO 470+25		50 TO 90
470+25	TO 471+00		N BOUNDARY OF S.R. 38
470+75±R/W	TO 470+25		N. BOUNDARY OF S.R. 38
471+00	TO 471+50		N BOUNDARY OF S.R. 38 TO 50
471+50	TO 477+24.3±		50
477+24.3±	TO 482+40±		PL

THE FOLLOWING DESCRIBED RIGHT OF WAY NOT HEREIN BEFORE DESCRIBED AS PERMANENT RIGHT OF WAY IS TEMPORARY RIGHT OF WAY FOR CONSTRUCTION OF SAID HIGHWAY IMPROVEMENT ON SAID PROJECT AND WILL REVERT TO THE GRANTOR UPON THE COMPLETION OF SAID PROJECT.

459+00 TO 460+00 100 TO 100

MORE PARTICULARLY DESCRIBED AS FOLLOWS:
PARCEL 17 PERMANENT RIGHT OF WAY:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 11 EAST, HENRY COUNTY, INDIANA; THENCE NORTHERLY 165 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION; THENCE EASTERLY AT RIGHT ANGLES TO SAID QUARTER SECTION LINE 17.4 FEET± TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE NORTHERLY 141.7 FEET ALONG THE EAST BOUNDARY OF A PUBLIC ROAD; THENCE SOUTH 63 DEGREES 21 MINUTES EAST, 76.9 FEET; THENCE NORTHEASTERLY 150.8 FEET ALONG AN ARC TO THE RIGHT AND HAVING A RADIUS OF 11,519.2 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 85 DEGREES 50 MINUTES EAST, AND A LENGTH OF 150.8 FEET; THENCE SOUTH 82 DEGREES 24 MINUTES EAST, 51.2 FEET; THENCE NORTH 86 DEGREES 43 MINUTES EAST, 100.4 FEET; THENCE NORTH 87 DEGREES 30 MINUTES EAST, 100.4 FEET; THENCE EASTERLY 654.8 FEET ALONG AN ARC TO THE RIGHT AND HAVING A RADIUS OF 11,509.2 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 89 DEGREES 06 MINUTES EAST, AND A LENGTH OF 654.8 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES EAST, 2,449.6 FEET; THENCE EASTERLY 142.3 FEET ALONG AN ARC TO THE RIGHT AND HAVING A RADIUS OF 43,021.8 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 89 DEGREES 11 MINUTES EAST, AND A LENGTH OF 142.3 FEET TO THE EAST PROPERTY LINE OF THE GRANTOR'S LAND; THENCE SOUTH 00 DEGREES 07 MINUTES EAST, 29.8 FEET ALONG SAID PROPERTY LINE TO THE NORTH BOUNDARY OF STATE ROAD 38; THENCE NORTH 89 DEGREES 55 MINUTES WEST, 142.7 FEET, HENCE ALONG SAID BOUNDARY BY THE FOLLOWING COURSES; THENCE NORTH 89 DEGREES 58 MINUTES WEST, 200.0 FEET; THENCE NORTH 89 DEGREES 51 MINUTES WEST, 300.0 FEET; THENCE NORTH 89 DEGREES 51 MINUTES WEST, 200.0 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES WEST, 178.0 FEET; THENCE SOUTH 85 DEGREES 20 MINUTES WEST, 122.5 FEET; THENCE SOUTH 85 DEGREES 01 MINUTE WEST, 201.0 FEET; THENCE SOUTH 85 DEGREES 08 MINUTES WEST, 277.0 FEET, HENCE LEAVING SAID BOUNDARY BY THE FOLLOWING COURSE; THENCE NORTH 89 DEGREES 17 MINUTES WEST, 574.3 FEET; THENCE SOUTH 36 DEGREES 16 MINUTES WEST, 86.0 FEET TO THE NORTH BOUNDARY OF STATE ROAD 38; THENCE SOUTH 79 DEGREES 33 MINUTES WEST, 101.9 FEET ALONG SAID BOUNDARY; THENCE NORTH 27 DEGREES 24 MINUTES EAST, 55.7 FEET; THENCE NORTH 31 DEGREES 17 MINUTES WEST, 47.2 FEET; THENCE NORTH 89 DEGREES 17 MINUTES WEST, 249.6 FEET; THENCE WESTERLY 13.9 FEET ALONG AN ARC TO THE LEFT AND HAVING A RADIUS OF 11,409.2 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 89 DEGREES 19 MINUTES WEST, AND A LENGTH OF 13.9 FEET; THENCE SOUTHERLY 22.8 FEET TO THE SOUTH PROPERTY LINE OF THE GRANTOR'S LAND, HENCE ALONG SAID BOUNDARY BY THE FOLLOWING COURSES; THENCE NORTH 89 DEGREES 41 MINUTES WEST, 116.6 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES WEST, 120.6 FEET; THENCE SOUTH 89 DEGREES 14 MINUTES WEST, 290.1 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES WEST, 217.6 FEET; THENCE NORTH 88 DEGREES 42 MINUTES WEST, 59.1 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES WEST, 309.0 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.294 ACRES, MORE OR LESS.

#2739

Recorded March 21 1962
9:00 A.M., Book 131A P. 201

Rayton Gordon
Recorder of Henry County, Indiana

X *[Signature]* 2-12-63
O.W.B.
12-9-62 *[Signature]*

ALSO:

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

PARCEL 17 T TEMPORARY RIGHT OF WAY:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 11 EAST, HENRY COUNTY, INDIANA; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 269.0 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID SECTION LINE 2996.6 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE NORTH 03 DEGREES 32 MINUTES WEST, 50.0 FEET; THENCE NORTH 86 DEGREES 43 MINUTES EAST, 100.9 FEET; THENCE SOUTH 03 DEGREES 02 MINUTES EAST, 50.0 FEET; THENCE SOUTHWESTERLY 100.4 FEET ALONG AN ARC TO THE LEFT AND HAVING A RADIUS OF 11,509.2 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 86 DEGREES 43 MINUTES WEST, AND A LENGTH OF 100.4 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.116 ACRES, MORE OR LESS.

AS 2-12-63

O.W.B.

12-4-62

X mmb

R.H.S.

PARCEL NO. 17 PROJECT NO. S-778(1) SHEET 3 of 3 SHEETS.

HIGHWAY ROAD SIGN REMOVED

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 30 days from the date first payment is received, and \$200.00 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 THOUSAND SEVEN HUNDRED SIXTY Dollars (\$5760.00), which sum shall be paid or held in escrow as specified to the order of D. WOODROW BOWMAN + MAEDORIS M. BOWMAN

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: CITIZENS STATE BANK OF NEW CASTLE

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

Land and improvements \$2939.00; Damages 2821.00; Total consideration 5760.00

D. Woodrow Bowman
Maedoris M. Bowman

(Grantor) (Grantor)
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(Grantor) (Grantor)

1-31-63
JLL

Dated January 31, 1963

This instrument prepared and checked with project plans for Division of Land Acquisition.
BY *O.W. Best* 12-9-62
Date

AMOUNT APPROVED FEB 28 1963
BY *Charles Shultz*

THE ABOVE GRANT IS HEREBY ACCEPTED.
STATE OF INDIANA

DESCRIPTION & FORM OK'D 2-12-63
BY *[Signature]*

PAID BY A 125269
WARRANT NO A125270
DATED Mar. 5, 1963

BY *David Cohen*
Title
Indiana State Highway Commission
DATE _____, 19__

JLL
7-77-63



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 R. Woodrow Bowman & Madeline M. Bowman and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 31 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

31st day of Jan, 1963

(Seal)

(Seal)

CITIZENS STATE BANK
NEW CASTLE, IND.

L. Edward Clift U.P.

(Seal)
(Seal)

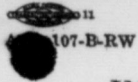
State of Indiana }
County of Henry } ss:

Personally appeared before me L. Edward Clift

_____ above named and duly acknowledged the execution of the above release the 31 day of January, 1963.

Witness my hand and official seal.

My Commission expires March 15, 1964 Ruth J. Hall Notary Public.



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

March 14, 19 63

To D. Woodrow Bowman, Maedoris M. Bowman, &
 Citizens State Bank of New Castle
 R. R. # 3
 New Castle, Indiana

GENTLEMEN:

We enclose State Warrant No. A 125269 3/5 19 63
 in settlement of the following vouchers:

DESCRIPTION	AMOUNT
Purchase of Right of Way <i>For the purchase of Right of Way on State Road</i> No. 38 in Henry County S Project 778 Section (1) as per Grant dated January 31, 1963 Parcel 17	\$5,560.00

PLEASE RECEIPT AND RETURN

Received Payment *D. Woodrow Bowman*
 Date 3-18-63 *Maedoris M. Bowman*

A. W-B-RW

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA

March 14, 1963

To D. Woodrow & Maedoris Bowman, and
Citizens State Bank of New Castle
R. R. # 3
New Castle, Indiana

GENTLEMEN:

We enclose State Warrant No. A 125270 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 31, 1963</i> Parcel 17	\$200.00

PLEASE RECEIPT AND RETURN

Received Payment: *D. Woodrow Bowman*

Date: *3-18-63*

Maedoris M. Bowman

Control

APPRAISAL REVIEW

Project 5-778(1) Road SR 38 County Henry Parcel No. 17
Property Owner Woodrow Bowman 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 If the Temporary R/W is taken as Permanent R/W an additional \$14⁰⁰ should be added to the total value of the taking making a new total of \$5774⁰⁰

It is my opinion as of 12-18-62 :
(date)

- (a) The fair market value of the entire property is: \$ 53,735.
- (b) The fair market value of the property after the taking, assuming the completion of the improvement, is: \$ 47,975.

The total value of taking is: (a minus b) Total \$ 5,760

- (1) Land and/or improvements \$ 2939
- (2) Damages \$ 2821

J.E. Gallagher
Reviewing Appraiser

Date: 1-21-63

This report to be completed in triplicate on each call. One copy to be inserted in parcel - one to be forwarded to office with weekly report - one copy to property owner.

BUYERS REPORT

PROJECT S-278-1 PARCEL # 17
OWNER D Woodrow Bowman PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER 173 New Castle Ind.

DATE ASSIGNED 1-22-63

DATE OF CONTACT 1-31-63

TIME OF CONTACT 1:30 PM

DATE OF PREVIOUS CONTACT 1-29-63

OFFER \$ 5760.00

DETAIL CONTACT* Mr Bowman agreed to remove signs from R/W. \$200.00 was held in escrow until sign is removed.

ACTION TAKEN** Secured

SIGNED Ralph Gelbratt

* 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 5778 (1) PARCEL # 17
OWNER Woodrow Bowman Et Ux PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER RR # 3 New Castle Indiana

DATE ASSIGNED _____

DATE OF CONTACT 1/31/63

TIME OF CONTACT 1 P.M.

DATE OF PREVIOUS CONTACT 1/29/63

OFFER \$ \$5760.00

DETAIL CONTACT* Mr Galbreath & I talked with Mr. & Mrs. Bowman and explained plans again.

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 5778 (1) PARCEL # 17

OWNER Woodrow Bowman & Ux PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER RR # 3 New Castle Indiana

DATE ASSIGNED _____

DATE OF CONTACT 1/29/63

TIME OF CONTACT 330 PM

DATE OF PREVIOUS CONTACT _____

OFFER \$ 5660.00

DETAIL CONTACT* Mr. Galbreath & I contacted Mr. & Mrs.

Bowman in his insurance office located in
Hagerstown. We showed plans & explained take.
Their reaction seemed favorable after we offered
another \$100 if they removed ad sign themselves

ACTION TAKEN** Made appointment for 1/31/63 afternoon.

SIGNED

Wale 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 8-278-1 PARCEL # 17

OWNER Woodrow Bowman PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER R#3 New Castle Ind

DATE ASSIGNED 1-22-63

DATE OF CONTACT 1-29-63

TIME OF CONTACT 3:00 PM

DATE OF PREVIOUS CONTACT _____

OFFER \$ 5660.⁰⁰

DETAIL CONTACT* Met with Mr Bowman ^{at his office in Nagustown} and his wife

Showed plans & explained take. Made offer.

Mr Bowman stated he was sure he could get the

sign located on R#s involved. Wanted to talk it

over and would let me know Thurs. 11:00 AM

ACTION TAKEN** Thurs 1-31-63

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.

TITLE AND ENCUMBRANCE REPORT

39766-1

17 Perm

DIVISION OF LAND ACQUISITION

INDIANA STATE HIGHWAY COMMISSION

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

Names on Plans Woodrow and Marcella M. Bowman

Names in Trans. Book D. Woodrow Bowman and Meadoris M. Bowman

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Value
In SW	17	17	12	26.50	\$1330 None
In S SE	13	17	11	71.2	\$3560 \$2660

Liberty Township

LAST OWNER OF RECORD

Deed Record 139 P. 356 Recorded 9-18-1947 Dated 9-17-47 Deed

Grantor Eliza A. Holaday

Grantee D. Woodrow Bowman & Meadoris M. Bowman, husband and wife

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

MORTGAGE RECORD

Mortgage Record 209 P. 175 Amount \$16000.00 Dated 2-27-62

Mortgagor D. Woodrow Bowman and Meadoris M. Bowman, husband and wife

Mortgagee Citizens State Bank, of New Castle

JUDGMENT RECORD Yes None LIS PENDENS RECORD Yes None

MISCELLANEOUS RECORD Yes None EASEMENT Yes None

* Easement set out at Entries 3 & 4 of 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 196 2

Nelson Rupp
Abstractor President.

Prel. Approval of Title _____ Date _____

By _____
Deputy Attorney General

Final Approval of Title _____ Date _____

By _____
Deputy Attorney General

TITLE SEARCH

NO. 39766-1

Prepared for Indiana State Highway Commission

Project S-778(1) Liberty Township, Henry County, Indiana

1. Names on Plans: Woodrow and Marcella M. Bowman

Names on Transfer Book: D. Woodrow Bowman
Maedoris M. Bowman

Description:

Commencing at a stone at the northwest corner of the South half of the Southeast quarter of Section 13, township 17 North, Range 11 east, and running thence East 2716.4 feet to the range line between Ranges 11 and 12 thence South along said line 1166.5 feet to a stone at the Southwest corner of Section 17, Township 17 north, Range 12 East, thence south $85\frac{1}{2}$ degrees west 1366.2 feet thence south 79.2 feet to the south line of Section 13 aforesaid thence west on said line 223 feet to the southeast corner of the School House Lot thence North 165 feet, thence West 528 feet to the Northwest corner said School House Lot, thence south 165 feet to the Section line, thence West 604.8 feet to the southwest corner of said southeast quarter, thence north 1341 feet to the place of beginning, 77.87 acres. ALSO all that part of the following tract lying north of the center line of Indiana State Road #38 commencing at the southwest corner of Section 17, Township 17 North, Range 12 east, thence north 1166.5 feet along the range line, thence east 1016.55 feet to the east line of the fractional southwest quarter of said Section 17, thence south 1182.5 feet to the south line of said section; thence west 1021 feet to the beginning 27.44 acres more or less. EXCEPT a part of the South half of the southeast quarter of Section thirteen (13) Township Seventeen (17) North, Range Eleven (11) east, Henry County, Indiana, beginning at the iron pipe set at the southwest corner of the southeast quarter of said above section thirteen (13), and running thence east 604.8 feet; thence north one hundred sixty five (165) feet; thence West 604.8 feet thence south one hundred sixty five (165) feet to the place of beginning containing in said exception Two and three tenths (2.3) acres more or less.

Mary E. Schweikhardt, unmarried, Trustee for the
sole purpose of reconveyance
to

Eliza A. Holaday

2.

Warranty Deed for \$1.00, dated July 5, 1932 and recorded July 6, 1932 in
Deed Record 113 page 441. Acknowledged before Ruth H. Ratliff, Notary
Public, Henry County, Indiana. (LS)

A part of south half of the southeast quarter of Section thirteen (13)
in Township Seventeen (17) North, Range Eleven (11) East and described as
follows, towit: Commencing at the northwest corner of section twenty (20)
township seventeen (17) range twelve (12) east; thence south eighty-one (81)
degrees west eighty two (82) poles and six (6) links to a stake; thence south
four and one-half ($4\frac{1}{2}$) degrees east four (4) perches and twenty (20) links to
a rock corner; thence westwardly along the section line to the half mile cor-
ner; thence north along said half mile line to the northwest corner of the
said south half; thence east along the line dividing the north and south halves
of said southeast quarter to the range line; thence south along said range
line to the place of beginning, containing seventy-six (76) acres, more or
less.

Also, a part of the southwest quarter of section seventeen (17) in Town-
ship Seventeen (17) North, range Twelve (12) East and bounded thus: Commencing
at the southwest corner of said quarter section and at a point where the
Hagerstown and Chicago Turnpike intersects the range line dividing range
eleven (11) and twelve (12); thence running north along said range line to a
point where a line dividing the north and south halves of said quarter sec-
tion intersect said range line; thence east sixty (60) rods; thence south
to the south line of the said quarter section; thence west along said line
to the place of beginning, being that part of the sixty (60) acre tract of
land in said section deeded by Martin Kinsey and wife to Moses Schmuck on
the 25th day of August, 1877, which lies south of the north line extended
east of Mathew W. Robertson's land in Section thirteen (13) in said township
and Range eleven (11).

Also Lot number six (6) in Taylor's Addition to Newcastle, Henry County
Indiana.

EASEMENT

STATE OF INDIANA
COUNTY OF HENRY, SS:

3. KNOW ALL MEN BY THESE PRESENTS, That we, Charles Holiday and Eliza A. Holiday, 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, to-wit:

TREE TRIMMING

To trim any trees standing upon or overhanging our land at any place and particularly on the east side of the highway known as R. 23, between State Road #38 and Penn. R.R.

Such trimming is to be limited to that necessary to prevent interference with any part of the grantee's electric energy system.

POLES

To place, maintain, repair or relocate one pole with its incident supports and other appurtenances, at approximately the following place: About ten rods south of northwest corner of farm in wood lot along fence.

Each aforesaid easement includes the right at any time to enter upon grantor's 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 south 1/2 of the southeast quarter of Section 13 (Thirteen) in Township 17 North of Range 11 east.

4. There is a mortgage or other encumbrance upon the said land held by Prudential Insurance of Indianapolis.

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

In witness whereof grantors sign this easement as of the 15th day of June 1937.

Charles Holaday
Eliza A. Holaday

State of Indiana
County of Henry, ss:

Before me, the undersigned a notary public in and for said county and state on the 15th day of June, 1937, personally appeared Charles Holaday and Eliza A. Holaday, and duly acknowledged the execution of foregoing easement.

(LS) Edward E. Brumback, Notary Public

My commission expires May 24, 1941
Recorded March 5, 1938 at 4:00 P.M. Ed Sanders R.H.C.I.
Miscellaneous Record 23 page 485.

Eliza A. Holaday and Charles E. Holaday, her husband
to

5. Anna L. Myer (not individually but as Trustee for the sole purpose of conveying) to Charles H. Holaday and Eliza A. Holaday, husband and wife
Quit Claim Deed for \$1.00, dated October 9, 1942, and recorded October 9, 1942 in Deed Record 126 pages 404-05. Acknowledged before Paul Mendenhall, Notary Public, Henry County, Indiana.(LS)

Commencing at a stone at the northwest corner of the south half of the southeast quarter of section 13, Township 17 North, range 11 east, and running thence east 2716.4 feet to the range line between Ranges 11 and 12, thence south along said line 1166.5 feet to a stone at the southwest corner of Section 17, township 17 north, range 12 east; thence south $85\frac{1}{2}$ degrees west 1366.2 feet; thence south 79.2 feet to the south line of Section 13 aforesaid; thence west on said line 223 feet to the southeast corner of the School House Lot; thence north 165 feet; thence west 528 feet to the northwest corner of said School Lot; thence south 165 feet to the Section line; thence west 604.8 feet to the southwest corner of said southeast quarter; thence north 1341 feet to the place of beginning, containing 73.50 acres, more or less.

Also commencing at the southwest corner of section 17, township 17 north range 12 east and running thence north 1166.5 feet along the range line; thence east 1016.5 feet to the east line of the fractional southwest quarter of said section 17; thence south 1182.5 feet to the south line of said Section 17, thence west 1021 feet to the beginning, containing 26.50 acres, more or less.

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Anna L. Myer (not individually but as Trustee for the sole purpose of conveying this real estate to grantees pursuant to deed to grantor of even date herewith)

to

6. Charles H. Holaday and Eliza A. Holaday, husband and wife

Warranty Deed for \$1.00, dated October 9, 1942 and recorded October 9, 1942 in Deed Record 126 pages 405-06. Acknowledged before Paul Mendenhall, Notary Public, Henry County, Indiana.(LS)

Commencing at a stone at the northwest corner of the south half of the southeast quarter of Section 13, Township 17 north, range 11 east, and running thence east 2716.4 feet to the range line between Ranges 11 and 12; thence south along said line 1166.5 feet to a stone at the southwest corner of Section 17, Township 17 North, range 12 east; thence south $85\frac{1}{2}$ degrees west 1366.2 feet; thence south 79.2 feet to the south line of Section 13 aforesaid thence west on said line 223 feet to the southeast corner of the School House Lot; thence north 165 feet; thence west 528 feet to the northwest corner of said School Lot; thence south 165 feet to the Section line; thence west 604.8 feet to the southwest corner of said southeast quarter; thence north 1341 feet to the place of beginning, containing 73.50 acres, more or less. Also commencing at the southwest corner of section 17, township 17 north, range 12 east and running thence north 1166.5 feet along the range line thence east 1016.5 feet to the east line of the fractional southwest quarter of said section 17; thence south 1182.5 feet to the south line of said section 17, thence west 1021 feet to the beginning, containing 26.50 acres more or less.

Last Will and Testament of

Charles H. Holaday

7.

I, Charles H. Holaday, of Henry County, Indiana, do make and publish this my last will and testament, hereby revoking any and all former wills by me at any time made.

ITEM I

I hereby direct that all of my just debts and expenses of last sickness and funeral be paid by my Executor herein named, as soon as convenient after my decease.

ITEM 2.

I hereby order and direct that my executor erect at my grave a monument for myself and my wife, to cost not less than \$450.00 and not more than \$600.00.

ITEM 3.

All the rest, residue and remainder of my estate, real, personal and mixed, I hereby will, devise and bequeath unto my beloved wife, Eliza Alice Holaday, absolutely.

Witness my hand this 14th day of March 1945.

Charles H. Holaday
Testator

The above last will and testament of Charles H. Holaday was signed by us at his request, as witnesses, in presence of said testator and in the presence of each other, this 14th day of March, 1945.

Paul C. Archibald
Frank A. Edwards

8.

State of Indiana, Henry County, ss:

In open Court before me John H. Morris Judge of the Circuit Court of the County of Henry, in the State of Indiana, personally came Paul C. Archibald subscribing witnesses to the foregoing instrument of writing, who being by me first duly sworn upon oath, depose and say that Charles Holaday the testator named in the instrument of writing purporting to be his LAST WILL AND TESTAMENT did sign, seal, publish and declare the same to be his last Will and Testament, on the day of the date thereof; that the said testator was, at the same time, of the full age of twenty-one years and of sound and deposing mind and memory and that he was not under coercion, compulsion or restraint, and that he was competent to devise his property. And that the said testator so signed, sealed, published and declared the same to be his last WILL AND TESTAMENT, in manner and form aforesaid, in the presence of affiant, and of Frank A. Edwards, the other subscribing witness thereto; and that they each attested the same, and subscribed their names as witnesses thereto; in the presence and at the request of said testator, and in the presence of each other, and that said testator departed this life testate as he believes on the 2nd day of April 1946.

Paul C. Archibald

SUBSCRIBED AND SWORN TO BEFORE ME, In witness of which I hereunto affix the seal of said Court, and subscribe my name at New Castle, this 9th day of April, A.D. 1946.

Crawford F. Parker, Clerk

State of Indiana, Henry County, ss:

9. I, Crawford F. Parker, Clerk of the Circuit Court of the County of Henry, in the State of Indiana, do certify that the foregoing last Will and Testament of Charles Holaday has been duly admitted to Probate before me.

That the same was proven by the examination under oath of Paul C. Archibald the subscribing witness thereto; and that a full and complete record of the said Will, and of the proof and examination by the witness by whom the same was proven, has been made, and is now on record in Will Record "0" of said County, on pages 38 and 39.

IN TESTIMONY WHEREOF, I have hereunto affixed the seal of said Court, and subscribed my name, at New Castle, this 9th day of April A.D. 1946.

Crawford F. Parker

Clerk Henry Circuit Court

I hereby certify that the above and foregoing is a full, true and complete copy of the Last Will and Testament of Charles Holaday, deceased, as the same appears of record and is filed in this office and in my custody.

Crawford F. Parker, Clerk

Will Record "0" pages 38-39.

In Re: Estate of
Charles H. Holaday, deceased

Henry Circuit Court
April Term 1946
No. 24239
PROBATE OF WILL

10.

Comes now Paul C. Archibald and files in the office of the Clerk of the Henry Circuit Court the last Will and Testament of Charles H. Holaday, late of said County, Indiana, which Last Will and Testament is as follows, to wit: (HI), and now Paul C. Archibald, one of the subscribing witnesses thereto, being duly sworn upon his oath deposes and testifies as follows, to wit: (HI) and said Will together with the proofs thereof, are now submitted to the Court and the Court having seen and examined the same and being well advised in the premises, finds that said decedent died testate at Henry County on the 2nd day of April 1946, and that on the 14th day of March, 1945, said testator executed his last Will and testament herein, and at the time of the execution thereof said testator was of full age, that is more than twenty-one years of age and of sound and disposing mind and memory and fully competent to devise his property.

IT IS FURTHER ORDERED BY THE COURT that the said Charles H. Holaday died at Henry County on the 2nd day of April, 1946, and that on the 14th day of March 1945, he executed his Last Will and Testament as filed herein and at the time of the execution thereof, said testator was of full age, that is more than twenty one years of age and of sound and disposing mind and memory and fully competent to devise his property.

IT IS FURTHER ORDERED BY THE COURT that the said Last Will and Testament of Charles H. Holaday be and the same is hereby admitted to probate in the Henry Circuit Court and that the same be spread of record upon the proper will Record of Henry County.

April 6, 1946
Probate Order Book 57 page 506.

Eliza A. Holladay, unmarried
(signed Eliza A. Holaday)
to

D. Woodrow Bowman and Maedoris M. Bowman, husband and wife

11. Warranty Deed for \$1.00, dated September 17, 1947 and re corded September 18, 1947 in Deed Record 139 page 356. Acknowledged before Chester M. DeWitt, Notary Public, Henry County, Indiana. (LS)

Commencing at a stone at the northwest corner of the South half of the Southeast quarter of Section 13, Township 17 North, Range 11 east, and running thence east 2716.4 feet to the range line between ranges 11 and 12 thence south along said line 1166.5 feet to a stone at the Southwest corner of Section 17 Township 17 North, Range 12 East, thence south $85\frac{1}{2}$ degrees west 1366.2 feet, thence south 79.2 feet to the south line of Section 13, aforesaid, thence west on said line 223 feet to the southeast corner of the School House Lot, thence north 165 feet, thence west 528 feet to the northwest corner said School House Lot, thence south 165 feet to the Section line, thence west 604.8 feet to the southwest corner of said southeast quarter, thence north 1341 feet to the place of beginning, 77.87 acres.

Also commencing at the southwest corner of Section 17, township 17 north range 12 east, thence north 1166.5 feet along the range line, thence east 1016.55 feet to the east line of the fractional southwest quarter of said Section 17; thence south 1182.5 feet to the South line of said section 17; thence west 1021 feet to the beginning 27.44 acres more or less. In all 105.31 acres.

The grantees assume and agree to pay the taxes falling due and payable in November 1947 and thereafter.

D. Woodrow (signed D. Woodrow Bowman) and
Maedoris Bowman, husband and wife
to

Citizens State Bank of New Castle, Indiana

12. Mortgage for \$12,000.00, dated September 16, 1947 and recorded November 17, 1947, in Mortgage Record 147 pages 296-97.

Commencing at a stone at the northwest corner of the south half of the southeast quarter of section 13, township 17 north range 11 east and running thence east 2716.4 feet to the range line between ranges 11 and 12, thence south along said line 1166.5 feet to a stone at the southwest corner of section 17 township 17 north range 12 east, thence south $85\frac{1}{2}$ degrees west 1366.2 feet thence south 79.2 feet to the south line of section 13 aforesaid, thence west on said line 223 feet to the southeast corner of the School House Lot; thence north 165 feet thence west 528 feet to the northwest corner said school House lot, thence south 165 feet to the section line, thence west 604.8 feet to the southwest corner of said southeast quarter, thence north 1341 feet to the place of beginning 77.87 acres. Also commencing at the southwest corner of section 17, township 17 north, range 12 east, thence north 1166.5 feet along the range line, thence east 1016.5 feet to the east line of the fractional southwest quarter of said section 17, thence south 1182.5 feet to the south line of said section 17, thence west 1021 feet to the beginning, 27.44 acres more or less in all 105.31 acres. A part of the northwest quarter of section 16, township 17 north, range 12 east, bounded and described as follows, beginning on the west line of said quarter 58.96 rods south of the northwest corner of said quarter; thence south on the section line 41.78 rods; thence east 162.59 rods to

the east line of said quarter section; thence north on the quarter section line 41.78 rods; thence west 162.59 rods to the place of beginning, containing 42.45 acres more or less.

Satisfaction

On the margin of Mortgage Record 147 page 296 is written the following satisfaction, to-wit:

13.

The debt secured by the annexed mortgage having been fully paid, this mortgage is hereby released this 5th day June 1962.

Citizens State Bank of New Castle
By L. Edward Clift V.P.

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

Maedoris M. Bowman and D. Woodrow Bowman, husband and wife
to

Citizens State Bank of New Castle

Mortgage for \$3500.00, dated August 17, 1951 and recorded August 17, 1951, in Mortgage Record 161 page 258.

14.

Commencing at a stone at the northwest corner of the south half of the southeast quarter of Section 13, Township 17 north, range 11 east, and running thence east 2716.4 feet to the range line between ranges 11 and 12, thence south along said line 1166.5 feet to a stone at the southwest corner of section 17, township 17 north, range 12 east, thence south 85½ degrees west 1366.2 feet, thence south 79.2 feet to the south line of section 13, aforesaid, thence west on said line 223 feet to the southeast corner of the School House Lot, thence north 165 feet thence west 528 feet to the northwest corner said School House Lot, thence south 165 feet to the section line, thence west 604.8 feet to the southwest corner of said southeast quarter, thence north 1341 feet to the place of beginning, 77.87 acres.

Also commencing at the southwest corner of section 17, township 17 north, range 12 east, thence north 1166.5 feet along the range line, thence south 1016.5 feet to the east line of the fractional southwest quarter of said section 17, thence south 1182.5 feet to the south line of said section 17 thence west 1201 feet to the beginning 27.44 acres, more or less in all 105.33 acres.

Satisfaction

On the margin of Mortgage Record 161 page 258 is written the following satisfaction, towit:

15. The debt secured by the annexed mortgage having been fully paid, this mortgage is hereby released this 27 day Feb. 1962.

Citizens State Bank of New Castle
By V.B. Redd, Ass't. Cashier

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

D. Woodrow Bowman and Maedoris M. Bowman, husband and wife
to

Citizens State Bank of New Castle

Mortgage for \$16,000.00, dated February 27, 1962 and recorded February 27, 1962 in Mortgage Record 209 page 175. Acknowledged before Ruth J. Hall, Notary Public, Henry County, Indiana. (LS)

16. Commencing at a stone at the northwest corner of the south half of the southeast quarter of section 13, township 17 north, range 11 east, and running thence east 2716.4 feet to the range line between ranges 11 and 12, thence south along said line 1166.5 feet to a stone at the southwest corner of section 17, township 17 north range 12 east, thence south $85\frac{1}{2}$ degrees west 1366.2 feet thence south 79.2 feet to the south line of section 13 aforesaid thence west on said line 223 feet to the southeast corner of the School House Lot, thence north 164 feet, thence west 528 feet to the northwest corner said school house lot, thence south 165 feet to the section line, thence west 604.8 feet to the southwest corner of said southeast quarter, thence north 1341 feet to the place of beginning 77.87. Also commencing at the southwest corner of Section 17, township 17 north, range 12 east, thence north 1166.5 feet along the range line, thence east 1016.5 feet to the east line of the fractional southwest quarter of said section 17, thence south 1182.5 feet to the south line of said section 17, thence west 1021 feet to the beginning 27.44 acres, more or less in all 105.31 acres Except beginning at the southwest corner of the southeast $\frac{1}{4}$ of said Section 13 and running thence East 604.8 feet; thence North 165 feet, thence west 604.8 feet, thence south 165 feet to the place of beginning.

Secures one promissory note dated February 27, 1962 due five years after date with interest at the rate of $5\frac{1}{2}$ per cent.

Signed thus: D. Woodrow Bowman
Maedoris M. Bowman

Prepared by: L. Edward Clift.

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.

17.

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:

18.	D. Woodrow and Maedoris M. Bowman	R.#3, New Castle		
	Liberty Township			
	In SW 17-17-12	26.50A	\$1330.00	None
	In SSE 13-17-11	71.2 A	3560.00	\$2660.00
	Exemptions	\$1000.		
	Delinquent Taxes	None		
	1961 taxes payable May 1962	\$121.17	paid 4/25/1962	
	1961 taxes payable Nov. 1962	\$121.17		

Judgment Examination

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

19.

D. Woodrow Bowman and
Maedoris M. Bowman (as tenants by entirety and not
individually) for the period of ten years last past.

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.

D. Woodrow Bowman
Maedoris M. Bowman

20.

C E R T I F I C A T E

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

This Certificate and Search covers Entries No. One (1) to Twenty (20) 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*
(Nelson Higgs) President.