

INDIANA STATE HIGHWAY COMMISSION

FUND 5

STATE OFFICE BUILDING
INDIANAPOLIS 4, INDIANA

PROJECT No. 778

RIGHT OF WAY GRANT

SECTION (1)

PARCEL No. 1

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. 11 E. TEMP. R/W 0.421 ~~0.421~~ ACRES, MORE OR LESS, ACQUIRED
PERM. R/W 1.631

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/L.S. (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 "C" | LEFT | RIGHT |
|--|----------|-------|
| 241+66.5±PL TO 244+76.6 | 50 | |
| EQUATION: P.C. 244+76.6 CENTERLINE "C" = P.O.T. 244+76.6 CENTERLINE "P.R." | | |
| CENTERLINE "P.R." | | |
| 244+76.6 TO 260+00 | 50 | |
| 260+00 TO 261+00 | 50 TO 65 | |
| 261+00 TO 263+00 | 65 | |
| 263+00 TO 263+50 | 65 TO 50 | |
| 263+50 TO 267+50 | 50 | |
| 267+50 TO 267+90±PL | 50 TO 90 | |

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

| | |
|------------------|-----------|
| 259+75 TO 261+80 | 50 TO 160 |
| 261+80 TO 262+50 | 160 |
| 262+50 TO 263+00 | 160 TO 65 |

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 PERMANENT RIGHT OF WAY:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 11 EAST, HENRY COUNTY, INDIANA; THENCE NORTHERLY 30.0 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE NORTH 1 DEGREE 06 MINUTES WEST, 20.0 FEET ALONG THE WEST PROPERTY LINE OF THE GRANTOR'S LANDS; THENCE NORTH 88 DEGREES 54 MINUTES EAST, 1,833.5 FEET; THENCE NORTH 80 DEGREES 23 MINUTES EAST, 101.1 FEET; THENCE NORTH 88 DEGREES 55 MINUTES EAST, 150.1 FEET; THENCE NORTH 88 DEGREES 56 MINUTES EAST, 49.9 FEET; THENCE SOUTH 74 DEGREES 21 MINUTES EAST, 52.2 FEET; THENCE EASTERLY 400.3 FEET ALONG AN ARC TO THE RIGHT AND HAVING A RADIUS OF 68,804.9 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 89 DEGREES 09 MINUTES EAST, AND A LENGTH OF 400.3 FEET; THENCE NORTH 45 DEGREES 24 MINUTES EAST, 57.6 FEET TO THE WEST BOUNDARY OF PUBLIC ROAD 500E; THENCE SOUTH 00 DEGREES 57 MINUTES WEST, 69.8 FEET ALONG SAID BOUNDARY TO THE NORTH BOUNDARY OF STATE ROAD 38, HENCE ALONG SAID BOUNDARY AS FOLLOWS: THENCE SOUTH 89 DEGREES 14 MINUTES WEST, 952.5 FEET; THENCE SOUTH 89 DEGREES 08 MINUTES WEST, 1,670.7 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.631 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 CLEARING CHANNEL ON SAID PROJECT AND WILL REVERT TO THE GRANTOR UPON THE COMPLETION OF SAID PROJECT.

PARCEL 1-T TEMPORARY RIGHT OF WAY:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 11 EAST, HENRY COUNTY, INDIANA; THENCE EASTERLY 1,808.5 FEET; THENCE NORTHERLY 56.4 ± TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE NORTH 60 DEGREES 41 MINUTES EAST, 232.6 FEET; THENCE NORTH 88 DEGREES 54 MINUTES EAST, 70.0 FEET; THENCE SOUTH 28 DEGREES 52 MINUTES EAST, 107.4 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES WEST, 49.9 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES WEST, 150.1 FEET; THENCE SOUTH 80 DEGREES 23 MINUTES WEST, 101.1 FEET; THENCE SOUTH 88 DEGREES 54 MINUTES WEST, 25.0 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.421 ACRES, MORE OR LESS.

8541

RECEIVED FOR RECORD
THE 16 DAY OF Aug.
A.D. 1963 AT 2:00 O'CLOCK a.m.
AND RECORDED IN RECORD 121-4
PAGE 206 FEE \$

Raydon Gordon
Recorder Henry County

CLERK
MAY 16 1963
G. W.
C. W. 4-16-63
J. E. F.
G. M. F.

JUL 5 1963

Al H. H. H. H.

MEH

Ch. H.
3/22/63

PARCEL NO. 1 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 \$ NONE 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 FOUR THOUSAND AND ⁰⁰/₁₀₀ Dollars (\$ 4000⁰⁰), which sum shall be paid or held in escrow as specified to the order of JANE M & JOHN E FISHER
THE MUTUAL BENEFIT LIFE
INSURANCE CO
1135 WOODLAWN AV
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: THE MUTUAL BENEFIT LIFE INSURANCE COMPANY
This grant is to be and become effective and binding from and after its approval by the Indiana State Highway Commission.
Land and improvements \$698⁰⁰; Damages 3302⁰⁰; Total consideration 4000⁰⁰

| | | |
|-----------|-------------------------------------|-----------|
| (Grantor) | | (Grantor) |
| (Grantor) | | (Grantor) |
| (Grantor) | <u>John E. Fisher</u> | (Grantor) |
| (Grantor) | <u>JOHN E. FISHER ADULT HUSBAND</u> | (Grantor) |
| (Grantor) | <u>Jane M. Fisher</u> | (Grantor) |
| (Grantor) | <u>JANE M. FISHER ADULT WIFE</u> | (Grantor) |
| (Grantor) | <u>Orbin White</u> | (Grantor) |
| (Grantor) | <u>ORBIN WHITE ADULT HUSBAND</u> | (Grantor) |
| (Grantor) | <u>Grace White</u> | (Grantor) |
| (Grantor) | <u>GRACE WHITE ADULT WIFE</u> | (Grantor) |
| (Grantor) | | (Grantor) |
| (Grantor) | | (Grantor) |
| (Grantor) | | (Grantor) |
| (Grantor) | | (Grantor) |
| (Grantor) | | (Grantor) |
| (Grantor) | | (Grantor) |
| (Grantor) | | (Grantor) |

JA 7/3/63

Dated APRIL 16, 1963

This instrument prepared and checked with project plans for Division of Land Acquisition.
BY C. Hedjazi 3-22-63
Date

AMOUNT APPROVED JUL 10 1963
BY Charles W. Shuck
Chief Clerk

THE ABOVE GRANT IS HEREBY ACCEPTED.
STATE OF INDIANA

DESCRIPTION JUL 5 1963
& FORM OK'D
BY AB Hirsch

PAID BY A145681 (mort relief)
WARRANT NO. A145680
DATED 7-18, 1963

BY Harold Cohen
Title
Indiana State Highway Commission
DATE July 10, 1963

MEH AB 7-9-63



State of Indiana, County of _____
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 _____.

State of Indiana, County of _____
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 _____.

State of Indiana, County of _____
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 _____.

State of Indiana, County of _____
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 _____.

State of Indiana, County of HENRY
Personally appeared before me ORAIN & GRACE WHITE (HUSBAND & WIFE) as TENANTS
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 17th day of APRIL, 1963.

Witness my hand and official seal.
My Commission expires 25 Nov 1963.

State of Indiana, County of HENRY
Personally appeared before me JOHN E. & JANE M FISHER (HUSBAND & WIFE)
and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 16th day of APRIL, 1963.

Witness my hand and official seal.
My Commission expires 25 Nov 1963.

State of IOWA, County of STORY
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 _____.

State of IOWA, County of _____
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 July 4, 1963.

Lenore N. Williams
Notary Public.

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE
INDIANAPOLIS, INDIANA

172497.

July 31, 19 63

To Jane M. and John E. Fisher and the
Mutual Benefit Life Insurance Company
1135 Woodlawn Avenue
New Castle, Indiana

GENTLEMEN:

We enclose State Warrant No. A 145680 7/18 19 63
in settlement of the following vouchers:

| DESCRIPTION | AMOUNT |
|---|------------|
| Purchase, Right of Way, Permanent and Temporary | |
| <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 | |
| April 16, 1963 | |
| Parcel 1 | \$4,000.00 |

PLEASE RECEIPT AND RETURN

The Mutual Benefit Life Insurance Co. National Farm Loan

Received Payment: By *Joseph N. Matney* Office Associate Manager

Date Aug. 5, 1963

John E. Fisher
John E. Fisher

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

July 31, 19 63

Mutual Benefit Life Insurance Company
To National Farm Loan Office
500 Fifth Street
Post Office Box 570
Ames, Iowa

GENTLEMEN:

We enclose State Warrant No. A 145681 7/18 19 63
in settlement of the following vouchers:

| DESCRIPTION | AMOUNT |
|--|---------|
| Service fee for partial release of mortgage (Loan 172497 - Fisher) in connection with: <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 April 16, 1963 Parcel 1 | \$25.00 |

PLEASE RECEIPT AND RETURN

The Mutual Benefit Life Insurance Company
National Farm Loan Office

Received Payment: By Joseph N. Maxwell
Associate Manager

Date Aug. 5, 1963

APPRAISAL REVIEW

Project S-778(1) Road SR 38 County Henry Parcel No. 1
Property Owner Sara Jane Fisher Address 1135 Woodland, New Castle
Address of Appraised Property RR, New Castle

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 Road plans call for Perm R/W take of 2.274 acres; the Grant calls for 2.275 acres

It is my opinion as of 1-7-63 :
(date)

(a) The fair market value of the entire property is: \$ 75813

(b) The fair market value of the property after the taking, assuming the completion of the improvement, is: \$ 72568

The total value of taking is: (a minus b) Total \$ 3245

(1) Land and/or improvements \$ 698

(2) Damages \$ 2547

J.E. Gallagher
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 # 1

OWNER Sarah G. Fisher PHONE # _____

(Other interested parties and relationship)

Orvin White tenant

ADDRESS OF OWNER 1135 Woodlawn New Castle

DATE ASSIGNED 4-15

DATE OF CONTACT 4-17

TIME OF CONTACT 11 AM

DATE OF PREVIOUS CONTACT 4-16

OFFER \$ _____

DETAIL CONTACT* went to farm and got the tenant and his wife to sign grant

ACTION TAKEN** SECURED-

SIGNED Chris Spicher

* 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 # 1-
OWNER SARAH FISHER PHONE # _____

(Other interested parties and relationship)

Orlin White Invent

ADDRESS OF OWNER 1135 Woodlawn New Castle Ind
DATE ASSIGNED 4-15
DATE OF CONTACT 4-16
TIME OF CONTACT 2:45
DATE OF PREVIOUS CONTACT -

OFFER \$ \$ 4000⁰⁰

DETAIL CONTACT* Talked to Mr. Fisher in his office. He said
he would sign -
Went to his home and his wife signed

ACTION TAKEN**

SECURED -

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 # 1-

OWNER SARAH FISHER PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER 1135 Woodlawn Av. New Castle Ind

DATE ASSIGNED 4-15

DATE OF CONTACT 4-16

TIME OF CONTACT 2:45

DATE OF PREVIOUS CONTACT _____

OFFER \$ 4000⁰⁰

DETAIL CONTACT* SECURED

Talked to Dr Fisher in office. He said that he wouldn't sign for less than Mr Wilson's appraisal because of proximity to house - after he signed he called Mrs Fisher - she said she would be home later and sign - She did.

ACTION TAKEN** SECURED

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 # 1
OWNER DR JOHN FISHER PHONE # JA 9-3853
WIFE - SARAH J. FISHER
(Other interested parties and relationship)

ADDRESS OF OWNER 540 MAIN ST. New Castle Ind
DATE ASSIGNED 1-22
DATE OF CONTACT 2-14
TIME OF CONTACT 10:30
DATE OF PREVIOUS CONTACT 2-8-63

OFFER \$ 3297⁰⁰

DETAIL CONTACT* Talked to Dr made offer of Temp to Perm
of \$3297⁰⁰ He said his adviser had told him
he should get \$4000⁰⁰
His appraiser was Robert Wilson of New Castle

ACTION TAKEN** Condemned

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 # 1

OWNER S. Fisher PHONE # JA 9-3853

John Fisher
(Other interested parties and relationship)

Tenants are Orbin & Grace White RR3 New Castle Ind

Mortgage Mutual Benefit Life Ins Amer Dowd

ADDRESS OF OWNER 540 Main St New Castle Ind

DATE ASSIGNED 1-22

DATE OF CONTACT 2-8

TIME OF CONTACT 10:30

DATE OF PREVIOUS CONTACT 2-5

OFFER \$ 3245⁰⁰

DETAIL CONTACT* Obtained right of entry

Dr said he would settle for \$4000

ACTION TAKEN**

SIGNED Chris Speicher

* 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 8778-1 PARCEL # ~~2~~ 1

OWNER Jane M. Fisher PHONE # JA 93853

(Other interested parties and relationship)

Orbin White

Grace White

ADDRESS OF OWNER 540 S. Main

DATE ASSIGNED 1-22

DATE OF CONTACT 2-5-63

TIME OF CONTACT 1:30

DATE OF PREVIOUS CONTACT _____

OFFER \$ 3245⁰⁰

DETAIL CONTACT* Question answered. Offer made

His had appraisal made by Robt Wilson
which was higher than our offer

Received Right of Entry 2/8

ACTION TAKEN** Offer refused

SIGNED Chris Speck

* Showed plans, walked over property, etc.

** Made appointment - returned parcel to office - right of entry - Secured - Condemned, etc.
If area set out does not have space enough, please use back of sheet.

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

BUYERS REPORT

PROJECT S 778-0 PARCEL # 1
OWNER SARAH J. FISHER PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER 540 MAIN ST NEW CASTLE IND
DATE ASSIGNED 1-22
DATE OF CONTACT 1-31
TIME OF CONTACT 1 PM
DATE OF PREVIOUS CONTACT 1-25

OFFER \$ _____

DETAIL CONTACT* did have an apt for Friday 2 PM.
Saw nurse and told her I would like to
change apt. she said I could come back
Tues. 1:30 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.

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 # 1
OWNER Sarah Fisher PHONE # _____

(Other interested parties and relationship)

ADDRESS OF OWNER 450 S. Main ST New Castle
DATE ASSIGNED 1-22
DATE OF CONTACT 1-25
TIME OF CONTACT 4:PM
DATE OF PREVIOUS CONTACT 11:30 AM

OFFER \$ _____

DETAIL CONTACT* Went to Dr Office at 11AM - Nurse
said come back at 4PM
at 4 she said he could see me Fri 1 PM
Feb 1 - he had just returned from East Coast and
was behind in his patients -

ACTION TAKEN** _____

SIGNED Chris Speicher

* 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.

AFFIDAVIT

I, JOHN E FISHER,
being duly sworn upon (his) (~~her~~) oath that (he) (~~she~~) knew in
(~~his~~) (her) lifetime JANE M FISHER
and is known to be one and the same person as _____
SARAH JANE MILLIKAN FISHER.

John E. Fisher

Subscribed and sworn to before me this 16th day of _____
April, 1963.

Chris A. Spelker
Notary Public

CHRIS A. SPELKER

My Commission Expires 25 Nov, 1963.



PARCEL NO. 1-PERM & 1-TEMP-1
PROJECT NO. S-778 (1)
ROAD SR 38

OWNER: SARAH JANE FISHER
DRAWN BY WIXOM
DEED RECORD 154

CHECKED BY *BJT*
PAGE 158-9 DTD 1-20-52

NORTH

COUNTY : HENRY
SECTION : 17
T : T 17 N
R : R 11 E



CROSSHATCHED
AREA IS
APPROX. TAKE:

SCALE:
1"=400'

17

PL

17

SARAH JANE FISHER

158.50 ACRES

PL HALF-SEC LINE

PL SEC LINE

1-PERM



1-TEMP-1

STATE ROAD 38

TITLE AND ENCUMBRANCE REPORT

44-1

DIVISION OF LAND ACQUISITION

INDIANA STATE HIGHWAY COMMISSION

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

Names on Plans Sarah Jane Millikan Fisher

Names in Trans. Book Sarah Jane Millikan Fisher

| Description or Addition | Sec. | Twp. | Rge. | Acreage | Assessed Value | |
|-------------------------|------|------|------|---------|----------------|--------|
| SE $\frac{1}{4}$ | 17 | 17 | 11 | 158.50 | \$8930 | \$4440 |
| | | | | | | |
| | | | | | | |

Liberty Township

LAST OWNER OF RECORD

Deed Record 154 P. 158-9 Recorded 2-26-1952 Dated 1-20-52 Deed

Grantor Frank M. Millikan Jr. et ux & William J. Millikan et ux.

Grantee Sarah Jane Millikan Fisher

Address of Grantee 1135 Woodlawn, New Castle, Indiana

MORTGAGE RECORD

Mortgage Recrd 194 P. 489-90 Amount \$50000.00 Dated 8-28-58

Mortgagor Jane M. Fisher and John E. Fisher, her husband

Mortgagee The Mutual Benefit Life Insurance Company

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 D. Ligg
Abstractor President.

Prel. Approval of Title _____
Date

By _____
Deputy Attorney General

Final Approval of Title _____
Date

By _____
Deputy Attorney General

TITLE SEARCH

No. 48744-1

Prepared for Indiana State Highway Commission.
Project S-778 (i), Liberty Township, Henry County, Indiana.

Name on Plans: Sarah Jane Millikan Fisher

Name on Transfer Book: Sarah Jane Millikan Fisher

1.

Description:

The Southeast Quarter of Section Seventeen (17) Township
Seventeen (17) North, Range Eleven (11) East, containing One
Hundred fifty eight and fifty hundredths (158.50) Acres more or
less.

2.

Report of Estate of Frank M. Millikan, Deceased

Marion Probate Court
No. 107---37878

IN THE MATTER OF THE ESTATE OF
FRANK M. MILLIKAN, DECEASED

CERTIFIED COPY OF ENTRY
ON FINAL REPORT

State of Indiana, Marion County, SS:

Be It Known That on the 25th day of June, 1938 being the 18th judicial day of June Term, 1938 of the Probate Court of Marion County, held at the Court House in the City of Indianapolis, County of Marion, and State of Indiana, before the Honorable Smiley N. Chambers, Judge, Judge of said Court, the following proceedings were had in the cause of IN THE MATTER OF THE ESTATE OF FRANK M. MILLIKAN, DECEASED, CAUSE NO. 107-37878 CERTIFIED COPY OF ENTRY ON FINAL REPORT.

STATE OF INDIANA)
COUNTY OF MARION)SS:

IN THE MARION PROBATE COURT
CAUSE NO. 107-37878

IN THE MATTER OF THE ESTATE OF
FRANK M. MILLIKAN, DECEASED

ENTRY ON FINAL REPORT

Comes now Frank M. Millikan Jr., administrator of the above estate and submits to the court the account and vouchers by him filed in final settlement thereof on June 3, 1938, which report and proofs of notice are in the words and figures as follows, to-wit (HI)

And the Court having seen and examined said report finds that more than one year has elapsed since the granting of letters of administration in said estate and the giving of notice thereof; that all of the debts and liabilities of said estate have been paid and discharged; that said decedent died intestate and left surviving him the following and only heirs;

3.

Elma E. Millikan, second childless wife, Frank M. Millikan Jr., William J. Millikan and Sarah Jane Millikan Underwood, grandchildren, only children of Harry B. Millikan, deceased, said Harry B. Millikan, deceased being the only child of Frank M. Millikan, decedent herein.

And the Court finds that said decedent was the owner, at the date of his death, of the following described real estate: (Real Estate in other counties)

HENRY COUNTY.

The Southeast Quarter of Section 17, Township 17 North Range 11 (Less R.R. right of way) containing 158.5 acres. The South half of the South half of the Northeast Quarter of Section 17, Township 17 Range 11, containing 38.5 acres. The West half of the Southwest quarter of Section 9, Township 17 Range 11, containing 80 acres. The Northwest Quarter of Section 16 Township 17 Range 11, (Less R.R. right of way) containing 158.17 acres. The East part of the Southeast quarter of Section 10, Township 17 Range 10 (New Castle, Ind.) containing 2.50 acres.

That the time of the death of said decedent title to all of said real estate vested in the above named heirs pursuant to Statute; that under and pursuant to said Statute Elma E. Millikan second childless wife of said decedent, became the owner of a life estate in an undivided one third of decedent's real estate. The Court further finds that said Elma E. Millikan, second childless wife of said decedent, died January 5, 1938, and that on said date her life estate in an undivided one third of said real estate ended and ceased to exist. That title to all of the real estate hereinabove described except those tracts hereinabove described as having been sold by the Administrator under order of this Court, is now vested in said Frank M. Millikan Jr., William J. Millikan and Sarah Jane Millikan Underwood, the above named heirs.

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4.

And the Court now allows the credits claimed by said Administrator in his final report, including therein the amounts paid for his services as Administrator and for those of his attorney and approves and confirms said account in final settlement and the acts of said Administrator as therein reported.

And the Court further finds that said estate has been fully and finally settled and administered upon, as shown by said report and the vouchers filed therewith. That the State Inheritance Tax and the Federal Estate Tax assessed against said estate have been paid.

IT IS NOW THEREFORE, ORDERED, ADJUDGED AND DECREED that said final report be and it is hereby in all things approved and confirmed, that the said Frank M. Millikan Jr., Administrator be and he is hereby now released, relieved and discharged from his said trust, and that said estate be and the same is adjudged fully administered upon and finally settled and determined.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the bond heretofore filed herein by said Frank M. Millikan Jr., Administrator, with Elma E. Millikan, William J. Millikan, Ruth J. Millikan and John R. Millikan as sureties thereon, be and the same is hereby cancelled and released, and that said sureties; Elma E. Millikan, William J. Millikan, Ruth J. Millikan and John R. Millikan, be and they are hereby released and discharged from any further liability as such sureties.

ALL OF WHICH IS ORDERED, ADJUDGED AND DECREED by the Court this 25 day of June, 1938.

Smiley N. Chambers
Judge, Marion County Probate Court

State of Indiana, Marion County, SS:

I, the undersigned, Clerk of the Probate Court of Marion County in the State of Indiana, do hereby certify that the foregoing is a true and complete copy of the proceedings had in said Court, and entered on the records thereof, in the above entitled cause on the day and year first aforesaid, as appears of record in my office.

5.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said PROBATE Court, at my office, in the City of Indianapolis, this 9th day of June, 1947.

(LS) A. Jack Tilson
Clerk Probate Court
Marion County

Recorded June 1, 1947
Miscellaneous Record 29, pages 333-4-5.

6.

State of Indiana
County of Henry, SS:

Thomas B. Millikan, being duly sworn upon oath, deposes and says that he knew and was personally acquainted with Frank M. Millikan, who died intestate, a resident of Marion County, Indiana October 21, 1936. That said decedent left surviving as his sole and only heirs at law Elma E. Millikan second childless widow, who later died January 5, 1938, and Frank M. Millikan, Jr., William J. Millikan and Sarah Jane Millikan (now Sarah Jane Millikan Underwood), grandchildren only children of Harry B. Millikan, deceased, said Harry B. Millikan being the only child of Frank M. Millikan, deceased and having died prior to October 21 1936.

That the sole and only heirs at law of Frank M. Millikan, deceased, as of the date of the execution of this affidavit are; Frank M. Millikan, Jr., William J. Millikan and Sarah Jane Millikan Underwood.

Further, affiant sayeth not.

Thomas B. Millikan

Subscribed and sworn to before me this 23rd day of February 1943.

Virginia Fegley
Notary Public

My commission expires:
November 5, 1945
Recorded January 14, 1948
Miscellaneous Record 30, page 109-10

7.

7. THIS INDENTURE WITNESSETH, That Whereas, Frank M. Millikan, Jr., Sarah Jane Millikan Fisher, and William J. Millikan are the owners as tenants in common in one third equal undivided shares of the real estate hereinafter in this deed conveyed and other real estate located in the State of Indiana, and the State of Michigan, and

WHEREAS' said parties together with their respective spouses entered into a partition agreement dated the 20th day of February 1952, by which they partitioned all of said real estate owned by them as tenants in common and set off to each of said parties certain parcels thereof, and

Whereas, in order to carry out said agreement, it is necessary that certain conveyances be made by each of said parties to the others and this deed being a conveyance of a part of said real estate in accordance with the terms of said partition agreement and the sole consideration for the conveyance herein made being the conveyance by the grantees herein to the grantors respectively of certain other parcels of real estate owned by the parties as tenants in common.

Now Therefore, in consideration of the sum of One dollar (\$1.00) and other valuable consideration hereinabove referred to Frank M. Millikan, Jr., and Marion L. Millikan, his wife of Dan Diego County, California and William J. Millikan and Jessie F. Millikan, his wife, of Marion County, Indiana release and quit claim to Sarah Jane Millikan Fisher of Henry County, Indiana, the following described real estate located in Henry County, State of Indiana, and more particularly described as follows, towit:

Parcel A. The West half of the Southwest Quarter of Section Number (9) and the Northwest Quarter of Section Number Sixteen (16) all in Township Seventeen (17) North, Range Eleven (11) East containing in all Two Hundred Forty (240) acres more or less; subject to the right of way of the Pittsburgh, Cincinnati, Chicago

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8. and St. Louis Railway Company (now Pennsylvania System) across the South side of the above described lands evidenced by a deed made to said Company, dated February 18th, 1901, and recorded in Deed Record No. 72 page 168 and 169 in the office of the Recorder of Henry County, Indiana.

Parcel B. The Southeast Quarter of Section Seventeen (17) in Township Seventeen (17) North, Range Eleven (11) East, containing one hundred sixty (160) acres. Also, the South half of the South half of the Northeast quarter of Section Seventeen (17) Township Seventeen (17) North, Range eleven (11) East, containing forty (40) acres more or less. Except all that part of the East half of Section Seventeen (17) Township Seventeen (17) North, Range Eleven (11) East, lying and being within thirty (30) feet on each side of the center line of main tract of the Chicago, St. Louis and Pittsburgh Railroad as the same is now located and constructed over and across the East half of said Section Seventeen (17) Township Seventeen (17) North, Range eleven (11) East having a total length of Twenty six hundred and eighty (2680) feet more or less, as measured along the center line of main track of said railroad and containing an area of three and seven tenths (3-7/10) acres be the same more or less.

Subject to the taxes for the year 1951 payable in 1952 and taxes accruing thereafter.

In Witness Whereof, the said Frank M. Millikan, Jr. and Marian L. Millikan, his wife, and William J. Millikan and Jessie F. Millikan, his wife, have hereunto set their hands and seals this 20th day of February, 1952.

Frank M. Millikan, Jr.
Frank M. Millikan, Jr.

Marian L. Millikan
Marian L. Millikan

William J. Millikan
William J. Millikan

Jessie F. Millikan
Jessie F. Millikan

9.

State of Indiana
County of Marion, SS:

Before me, a Notary Public in and for said county and state personally appeared William J. Millikan and Jessie F. Millikan his wife, this 20th day of February, 1952, and acknowledged the execution of the foregoing deed.

In Witness Whereof, I hereunto place my hand and Notarial seal.

(LS)

Howard P. Travis
Notary Public

State of California
County of San Diego, SS:

Before me, a Notary Public in and for said county and state personally appeared Frank M. Millikan Jr., and Marian L. Millikan his wife, this 23 day of February, 1952, and acknowledged the execution of the foregoing deed.

In Witness Whereof, I hereunto place my hand and notarial seal.

(LS)

Susan G. Hunter
Notary Public

Recorded February 26, 1952
Deed Record 154, pages 158 and 159 inc.

10.

A F F I D A V I T

State of Indiana
County of Henry, SS:

Thomas D. Millikan, being duly sworn, deposes and says that he is well acquainted with Jane M. Fisher, who under date of August 19, 1958, made application to The Mutual Benefit Life Insurance Company for a loan of \$50,000. to be secured by a certain mortgage on approximately 435.17 acres of farm land in Henry County, Indiana, and that he knows that said Jane M. Fisher is one and the same person as Sarah Jane Millikan Fisher, who is named as grantee in a certain quit claim deed from Frank M. Millikan, Jr. et als dated February 20, 1952, and recorded in Deed Record 154, page 158 of the land Records of Henry County, Indiana, and is one and the same person as Sarah Jane Millikan Underwood named as a grandchild of Frank M. Millikan, deceased, in entry on final report in the Marion Probate Court as on file in Misc. Record 29, page 333 of the Land Records of Henry County Indiana.

Further affiant saith naught.

Thomas B. Millikan

Subscribed and sworn to before me this 30 day of August, A D 1958.

William R. Wilson
Notary Public in and for
Henry County, Indiana

My commission expires May 13, 1959

Miscellaneous Record 40, page 313.

11.

Jane M. Fisher, also known as Sarah Jane Millikan Fisher and John E. Fisher, her husband
to

The Mutual Benefit Life Insurance Company

Mortgage for \$50,000.00 dated August 28, 1958 and recorded August 30, 1958 in Mortgage Record 194, pages 489-90. Acknowledged before William R. Wilson, Notary Public Henry County, Indiana. (L\$

The West half of the Southwest Quarter of Section 9, and the Northwest quarter of Section 16, all in Township 17 North, range 11 East; containing in all 240 acres, more or less; subject to the right of way of the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company (now Pennsylvania System) across the South side of the above described lands evidenced by a deed made to said Company, dated February 18, 1901 and recorded in Deed Record No. 72, pages 168 and 169 in the office of the Recorder of Henry County, Indiana. Also, the Southeast quarter of Section 17, Township 17 North, Range 11 East; containing 160 acres. Also, the South half of the South half of the Northeast quarter of Section 17, Township 17 North, Range 11 East; containing 40 acres, more or less. Except all that part of the East half of Section 17 Township 17 North, Range 11 East, lying and being within 30 feet on each side of the center line of main track of the Chicago St. Louis and Pittsburgh Railroad as the same is now located and constructed over and across the East half of said Section 17, Township 17 North, Range 11 East, having a total length of 2680 feet more or less, as measured along the center line of main track of said railroad; and containing an area of 3.7 acres, be the same more or less.

Secure note of even date herewith due and payable on November 1, 1978 with interest.

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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.

12. 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:

13. Sarah Jane Millikan Fisher, 1135 Woodlawn, New Castle, Ind.

| | | | |
|------------------|--------------|---------|-----------|
| Liberty Township | | | |
| S.E. 17-17-11 | 158.50 Acres | \$89.30 | \$4440.00 |
| Exemptions | | None | |
| Delinquent Taxes | | ? | None |

1961 Taxes payable May, 1962: \$39.94: Paid 5-5-62
 1961 Taxes payable Nov, 1962: \$39.94:

4440
 8930
 13370
 342 Rate
 26740
 53480
 40110
 4572540

Judgment Examination

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

14. Sarah Jane Millikan Fisher, for the period of ten years last past.

15.

Note

We limit the judgment search covered by this certificate to the date of June 23, 1962 at 7:00 A.M. this being the last date on which orders have been placed in the Civil Order Books in the Henry Circuit Court.

Abstractor.

Old Age Assistance Lien Search

Search has been made for Old Age Assistance Liens filed and recorded in the "Recorder's Abstract of Old Age Assistance Certificates Filed," of Henry County, Indiana, pursuant to the "Welfare Act of 1936," as amended by Chapter 144, Acts of 1947, approved March 12th, 1947, and said Search shows no assistance has been granted and no Old Age Assistance Liens filed against the person or persons hereinafter named, except and unless set out at prior entry or entries in this abstract. Said Search being made and is expressly limited to the following name or names, and not otherwise, viz.

16.

Sarah Jane Millikan Fisher

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 5th day of July A.D. 1962 at Seven O'clock A.M.

HENRY COUNTY ABSTRACT COMPANY, INC.

By

Nelson D. Higgs
President