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112

PROJECT I-70-3(52)
CODE 0536
PARCEL 30

C. no. 100
PAR. # 30

STATE OF INDIANA) IN THE PROBATE COURT OF MARION COUNTY
) SS:
COUNTY OF MARION) GUARDIAN'S DOCKET 32 PAGE 334

IN RE GUARDIANSHIP)
)
ESTATE OF WILLIAM FARASH,) GUARDIAN'S DEED
)
AN INCOMPETENT.)

Jake Farash, Guardian of the Estate of William Farash, an Incompetent, by Order of the Marion Probate Court of Marion County, Indiana, entered in Order Book 708 of said Court, on Page _____, for the sum of Two Thousand Six Hundred Dollars (\$2,600.00) conveys to the State of Indiana, the following described real estate situated in Marion County, Indiana, to-wit:

Lot 158 and 3 feet off of the South Side of Lot 159 in McCarty's Subdivision of Out Lot 120 in the City of Indianapolis, an Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 2 page 86, in the office of the Recorder of Marion County, Indiana, more commonly known as 1009-1011 South Capitol Avenue, Indianapolis, Indiana.

IN WITNESS WHEREOF, the said Jake Farash, as Guardian of the Estate of William Farash, an Incompetent, has hereunto set his hand and seal this 29th day of September, 1965.

RECEIVED FOR RECORD
1966 JAN -3 PM 2:14
MARCIA M. HAWTHORNE
RECORDER OF MARION COUNTY

Jake Farash
JAKE FARASH, GUARDIAN OF THE ESTATE OF ~~WILLIAM~~ FARASH, AN INCOMPETENT, ONLY AND NOT INDIVIDUALLY.

Examined and approved in Open Court this 29 day of September, 1965.

DULY ENTERED FOR TAXATION

JAN 3 1966

John T. Sullivan
COUNTY AUDITOR

Victor Pfauf
VICTOR PFAUF, JUDGE, MARION PROBATE COURT

Paid by Warrant No. A 76879
A 26878
Dated 12-15-1965

66

112



BAGAL, TALESNICK & KLEIMAN
ATTORNEYS AT LAW
400 UNION FEDERAL BLDG.
INDIANAPOLIS, INDIANA
PHONE: 835-8647

RAS
11-18-65

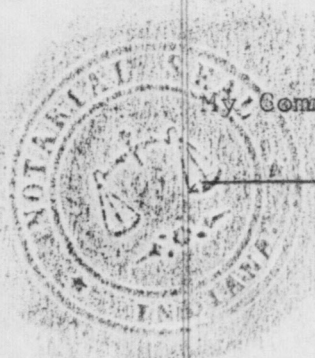
M. P. [Signature]
OCT 21 1965

PROJECT I 70-3(52)
CODE 0536
PARCEL 30

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

On the 29th day of September, 1965,
before me personally came Jake Farash, Guardian of the Estate of
William Farash, an Incompetent, to me known and known to me to be
the individual described in and who executed the foregoing
Guardian's Deed, and he duly acknowledge to me that he executed
the same.

Peter Nicholas
Notary Public
Peter Nicholas



My Commission Expires:
11-23-65

DULY ENTERED
FOR TAXATION
JAN 3 1966
John T. Sutton
COUNTY AUDITOR

Paid by Warrant No. 776879
776878
Dated 12-15-1965

BAGAL, TALESNICK
& KLEIMAN
ATTORNEYS AT LAW
400 UNION FEDERAL BLDG.
INDIANAPOLIS, INDIANA
PHONE: 635-8647

M. D. Myers
OCT 28 1965

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 • 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA

December 22 19 65

To Jake Farash Guardian of the estate of
 William Farash % Peter Nicholas, Attorney
 400 Union Federal Building
 Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A. 76878 Dec. 15 19 65
 in settlement of the following vouchers:

DESCRIPTION	AMOUNT	
Purchase	2,300	00
<i>For the purchase of Right of Way on State Road</i>		
<i>No. I-70 in Marion</i>		
<i>County I Project 70-3</i>		
<i>Section 52 as per Grant dated</i>		
<i>Sept. 29, 1965</i>		
# 30		

PLEASE RECEIPT AND RETURN

Received Payment: *Peter Nicholas Attorney*
 Date: *12-30-65*

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

December 22, 1965 19.....

To Jake Farash, Guardian of the person and estate
of William Farash
% Peter Nicholas, Attorney
400 Union Federal Building Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A 76879 Dec. 15 19 65
in settlement of the following vouchers:

DESCRIPTION	AMOUNT	
Purchase <i>For the purchase of Right of Way on State Road No. I-70 in Marion County I Project 70-3 Section 52 as per Grant dated Sept. 29, 1965 # 30 Escrow</i>	300	00

PLEASE RECEIPT AND RETURN

Received Payment: *Peter Nicholas Attorney*

Date: *12-30-65*

Control

APPRAISAL REVIEW FORM

Division of Land Acquisition
Indiana State Highway Commission

Project I-70-3(52)
Parcel No. 30
Road I-70
County Morgan
Owner Wm Farash
Address 108 E. Washington, Ind 40006
Address of Appraised Property:
1009-11 S. Capital

I have reviewed this parcel and appraisal for the following items:

1. I have personally checked all Comparables and concur in the determinations made. see attachment
2. Planning and Detail Maps were supplied appraisers. yes
3. The three approaches required (Income, Market Data, and Cost Replacement) were considered. Income approach not used
4. Necessary photos are enclosed. yes
5. The appraisal is fully documented and supported as required by the State Highway Commission and the requirements of P.P.M. 21-4.1 of the Federal Bureau of Roads. yes
6. Plats drawn by the appraisers are attached. yes
7. I have personally inspected the Plans. yes
8. I have personally inspected the site on and familiarized myself with the Parcel. June 28, 1965
9. The computations of this parcel have been checked and reviewed. yes
10. To the best of my knowledge, non-compensable items are not included in this appraisal. yes
11. The appraiser has complied with the Indiana State Highway Commission instructional outline and/or good appraisal practices. yes

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.

This is to certify that I have no present or contemplated future interest in this property, nor have I entered into collusion with the property owner or an agent of the property owner.

It is my opinion as of April 7th, 1965 :
(Date)

(a) The fair market value of the entire property before the taking is:		\$ <u>2,600.00</u>
(b) The fair market value of the property after the taking, assuming the completion of the improvement is:		\$ <u>0</u>
The total value of taking is: (a minus b)	TOTAL	\$ <u>2,600.00</u>
(1) Land and/or improvements	\$ <u>2,600.00</u>	
(2) Damages	\$ <u>0</u>	
(3) Other damages and/or temp. R.O.W.	\$ <u>0</u>	
(4) Estimated Total Compensation	\$ <u>2,600.00</u>	

APPROVED BY:

Approved	Date	Signed
Rev. Appr.	6-29-65	<i>[Signature]</i>
N65 Asst. or Chief Appr.	6-30-65	R. E. Nichol

(All comments and additional information will be shown on the reverse side of this page and/or by use of supplemental sheets.)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

BUYERS REPORT # 2

PROJECT # I70-3(52) PARCEL # 30 COUNTY MARION

NAME & ADDRESS OF OWNER Wm FARASH (DUXW)

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED MR PETER ^{APPRAISER} NICHOLAS 400 UNION ~~ST~~ FRED

SUBJECT PROPRAT 1009-11 So CAPITOL PHONE # _____

(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 7-6-65 DATE OF CONTACT 7-30-65

OFFER \$ 2600⁰⁰ TIME OF CONTACT 11 AM

YES NO N/A (Circle N/A if all questions are not applicable)

1. () () Checked abstract with owner? Affidavit taken? () Yes () No
2. () () Showed plans, explained take, made offer, etc.?
3. () () Any mortgage? (Is it VA____, FHA____, FNMA____, Fed.Ld. Bk.____, Conv'l.____?)
4. () () Explained about retention of Buildings? (any being retained? () Yes, (X)No
5. () () Filled out RAAP Form?
6. () () Walked over property with owner (or who? _____)
7. () () Arranged for payment of taxes? (Explain how in remarks)
8. () () () Secured Right of Entry? Secured Driveway Permit? () Yes () No () N/A
9. () () () Explained Eminent Domain Procedures?

REMARKS: ALL BACK TAXES PAID
GSB REC WILL BE MAILED IN

DISCUSSED ALL SUBJECTS - MADE OFFER - ASKED FOR COPIES

COMMITMENT PAPERS ON WILLIAM - PAPERS FOR GUARDIANSHIP -

GUARDIAN DEED APPROVED BY COURT USING OUR DESCRIPTION

ON FACE OF DEED WITH NO CHANGES. GAVE MR NICHOLAS

SECOND COPY OF OUR WARRANTY DEED FOR QUOTE ON
DESCRIPTION.

Status of Parcel: () Secured, () Bought, awaiting mortgage release, () Condemned
() Other, awaiting what? _____

Distribution Made

- (1) Parcel (1) Weekly Summary
- () Owner () Other, Specify:

Chadwick Hall
(Signature)

PRELIMINARY TITLE INSURANCE CERTIFICATE

Union Title Company

155 East Market Street
Indianapolis, Indiana

Owners Policy No. 65-571-0

Amount \$ 5,000.00

Mortgage Policy No. _____

Amount \$ _____

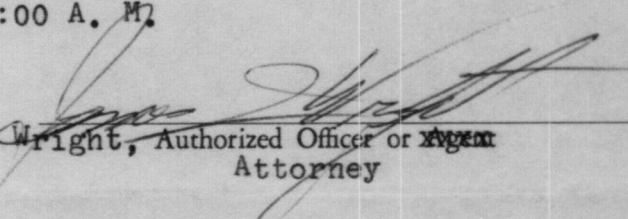
THE UNION TITLE COMPANY, in consideration of the payment of its premiums, hereby certifies that the title to the premises hereinafter described has been examined and approved by it, and that a good title thereto in fee, clear of all encumbrances and defects except as hereinafter noted under Schedule B hereof, is vested in and can be conveyed, mortgaged or leased by the party or parties hereinafter named, joined by their respective spouses; and upon the proper execution, delivery and recordation of the papers conveying such interest, as hereinafter provided, said Company will insure the title of such grantee, mortgagee, assignee or lessee, as directed in the application herefor.

When the title is properly closed and the papers are duly executed and delivered by the proper parties and duly recorded, and title evidence furnished certifying same, a policy of Title Insurance in the usual form of the Union Title Company will be issued for the amount named above, excepting all estates, liens, encumbrances and defects shown herein or created subsequent to the date hereof, and not properly disposed of.

No liability will be assumed by the Company under this certificate unless the premium is paid.

This certificate shall not be binding until it shall have been signed by an authorized officer or agent of the Union Title Company.

Dated as of January 6, 1965, 8:00 A. M.


James I. Wright, Authorized Officer or Agent
Attorney

~~Name of party in premises in which title is vested:~~
Insurable title may be conveyed by:

JAKE FARASH,
Guardian of
WILLIAM FARASH

Description of Premises:
State of Indiana, County of Marion:

Lot 158 and 3 feet off of the South Side of Lot 159 in McCarty's Subdivision of Out Lot 120 in the City of Indianapolis, an Addition to the City of Indianapolis, as per plat thereof, recorded in Plat Book 2 page 86, in the Office of the Recorder of Marion County, Indiana.

*I-70-3(52)
Parcel # 30
1009-11 So. Capital
Contact: Atty. Jack J. Kalin
me 7-2349*

SCHEDULE B

Showing estates, liens, encumbrances, defects and other objections to title which now exist thereon, and will be made exceptions in the policy, unless removed.

1. Rights or claims of parties in possession not shown of record.
2. Encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements and claims of easement not shown of record.
4. Mechanic's or materialmen's liens, or other statutory liens for labor or material not shown of record.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Taxes for 1963 payable 1964 in name of Todoras Farash.
Duplicate #356005, I-Center Township, Code #1-01, Parcel #20048.
May \$42.08 paid; November \$42.08 paid;
Taxes for 1964 payable 1965 in name of same.
7. It should be shown that Todoras Farash died intestate on - - -, and left surviving him no wife, no child or children, no child or children of a deceased child except William Farash.
8. Any sale of the real estate herein described must be by proper petition and order of the probate court. Any sale thereof must be reported to and confirmed by said Court, Guardian's Docket 32, page 334.

Note: Real Estate herein is Zoned U-3, H-1, A-4, according to maps of the Zoning Ordinance of City of Indianapolis

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Union Title Company

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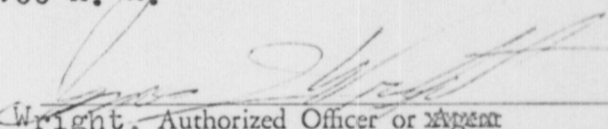
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