

WARRANTY DEED

Project 1-70-3(52)
Code 0536
Parcel 310

This Indenture Witnesseth, That
Lester S. ABBOTT and Dorothy ABBOTT, Adult Husband and Wife
Carl D Gaskill and Mildred G Gaskill, Adult Husband and Wife
of _____ County, in the State of _____ Convey and Warrant to

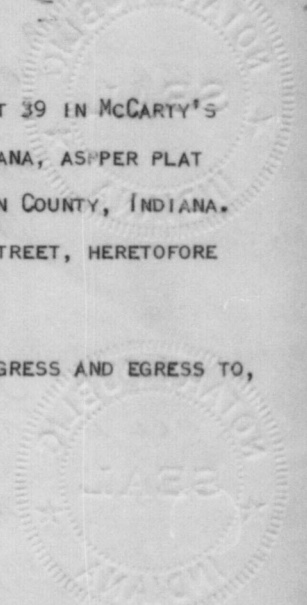
the STATE OF INDIANA for and in consideration of

Three thousand Six Hundred and Fifty _____ (3,650.⁰⁰/₁₀₀ Dollars.)

the receipt whereof is hereby acknowledged, the following described Real Estate in MARION County in the State of Indiana, to wit:

96.25 FEET BY PARALLEL LINES OFF THE ENTIRE WEST END OF THE NORTH HALF OF LOT 39 IN McCARTY'S SUBDIVISION OF OUT LOT 118 AND 119, AN ADDITION TO THE CITY OF INDIANAPOLIS, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 253 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA. ALSO 5 FEET WEST OF AND ADJOINING ABOVE DESCRIBED REALTY, BEING A PART OF UNION STREET, HERETOFORE VACATED, AS SHOWN IN TOWN LOT RECORD 26, PAGE 25.

TOGETHER WITH THE PERMANENT EXTINGUISHMENT OF ALL RIGHTS AND EASEMENTS OF INGRESS AND EGRESS TO, FROM, AND ACROSS THE ABOVE DESCRIBED REAL ESTATE.



Paid by Warrant No. A-223928

Dated August 7 1968

DULY ENTERED FOR TAXATION

813816 AUG 26 '68

John T. Sutton
COUNTY AUDITOR

RECEIVED FOR RECORD
68 AUG 26 PM 11:57
MARCIA M. HAWTHORNE
RECORDER OF MARION COUNTY

Land and improvements \$ 3,650.00; Damages \$ _____; Total consideration \$ 3,650.00

The grantor shall clear and convey free of all leases, licenses, or other interests both legal and equitable, and all encumbrances of any kind or character on, in and under said land as conveyed.

It is understood between the parties hereto, and their successors in title, and made a covenant herein which shall run with the land, that all lands hereinbefore described (excepting any parcels specifically designated as easements or as temporary rights of way) are conveyed in fee simple and not merely for right of way purposes, and that no reversionary rights whatsoever are intended to remain in the grantor(s).

And further states that said grantors do hereby represent and state that they are each citizens of the United States of America, and that said citizenship has existed continuously since prior to April 8, 1940; that they have been domiciled and residing continuously within the United States since prior to April 8, 1940; that they are not acting directly or indirectly in any capacity whatsoever for any foreign country or national thereof; that there is no one other than above grantor(s) who has (have) had any proprietary right, title or interest in the above described real estate, either directly or indirectly, during grantors ownership, that these representations and statements are made under oath to induce the acceptance of this deed of conveyance.

In Witness Whereof, the said Grantors

have hereunto set their hands and seal, this Third day of June 1968
Lester S. ABBOTT (Seal) Carl D Gaskill (Seal)
Lester S. ABBOTT Adult Husband (Seal) Carl D Gaskill Adult Husband (Seal)
Dorothy ABBOTT (Seal) Mildred G Gaskill (Seal)
Dorothy ABBOTT Adult Wife (Seal) Mildred G Gaskill Adult Wife (Seal)

STATE OF INDIANA, _____ County, ss:
Before me, the undersigned, a Notary Public in and for said County and State, this _____
day of _____, A. D. 19____; personally appeared the within named _____
Grantor _____ in the above conveyance, and acknowl-
edged the same to be _____ voluntary act and deed, for the uses and purposes herein mentioned.
I have hereunto subscribed my name and affixed my official seal.
My Commission expires _____ Notary Public

STATE OF INDIANA, MARION County, ss: _____
Before me, the undersigned, a Notary Public in and for said County and State, this JRD
day of JUNE, A. D. 1968; personally appeared the within named _____
LESTER S. ABBETT and DOROTHY ABBETT
Grantor^s _____ in the above conveyance, and acknowl-
edged the same to be THEIR voluntary act and deed, for the uses and purposes herein mentioned.
I have hereunto subscribed my name and affixed my official seal.
My Commission expires DEC. 9-1971 Warren L. Hooten Notary Public
WARREN L. HOOTEN

STATE OF INDIANA, MARION County, ss: _____
Before me, the undersigned, a Notary Public in and for said County and State, this JRD
day of JUNE, A. D. 1968; personally appeared the within named _____
CARL D. GASKILL and MILDRED G. GASKILL
Grantor^s _____ in the above conveyance, and acknowl-
edged the same to be THEIR voluntary act and deed, for the uses and purposes herein mentioned.
I have hereunto subscribed my name and affixed my official seal.
My Commission expires DEC. 9-1971 Warren L. Hooten Notary Public
WARREN L. HOOTEN

The undersigned, owner of a mortgage and/or lien on the land herein conveyed, hereby releases from said mortgage and/or lien said conveyed land, and does hereby consent to the payment of the consideration therefor as directed in this transaction, this _____ day of _____, 19____

_____(Seal) _____(Seal)
_____(Seal) _____(Seal)

State of _____ } **68 42259**
County of _____ } ss:

Personally appeared before me _____
above named and duly acknowledged the execution of the above release
the _____ day of _____, 19____

Witness my hand and official seal.
My Commission expires _____ Notary Public

| | | |
|---|-------------------------|----|
| WARRANTY DEED | FROM | TO |
| | STATE OF INDIANA | |
| Received for record this _____ day of _____, 19____, at _____ o'clock _____ m, and _____ p. | | |
| Recorded in Book No. _____ page _____ | | |
| Recorder _____ County _____ | | |
| Endorsed NOT TAXABLE this _____ day of _____, 19____ | | |
| Auditor _____ County _____ | | |
| (169) | | |
| Division of Land Acquisition Indiana State Highway Commission | | |

STATE OF INDIANA, Marion County, ss:
 Before me, the undersigned, a Notary Public in and for said County and State, this 28th
 day of December, A. D. 1967; personally appeared the within named Gabriel
Schuelman and Sylvia Schuelman, husband and wife, and Sarah
Lichtenberg Grantor S in the above conveyance, and acknowl-
 edged the same to be their voluntary act and deed, for the uses and purposes herein mentioned.
 I have hereunto subscribed my name and affixed my official seal.
 My Commission expires January 14, 1970, Barry Z. Wallack Notary Public
 (Barry Z. Wallack)

STATE OF INDIANA, _____ County, ss: _____
 Before me, the undersigned, a Notary Public in and for said County and State, this _____
 day of _____, A. D. 19____; personally appeared the within named _____
 _____ Grantor _____ in the above conveyance, and acknowl-
 edged the same to be _____ voluntary act and deed, for the uses and purposes herein mentioned.
 I have hereunto subscribed my name and affixed my official seal.
 My Commission expires _____ Notary Public

STATE OF INDIANA, 68 16870 County, ss: _____
 Before me, the undersigned, a Notary Public in and for said County and State, this _____
 day of _____, A. D. 19____; personally appeared the within named _____
 _____ Grantor _____ in the above conveyance, and acknowl-
 edged the same to be _____ voluntary act and deed, for the uses and purposes herein mentioned.
 I have hereunto subscribed my name and affixed my official seal.
 My Commission expires _____ Notary Public

The undersigned, owner of a mortgage and/or lien on the land herein conveyed, hereby releases from said mortgage
 and/or lien said conveyed land, and does hereby consent to the payment of the consideration therefor as directed in this trans-
 action, this _____ day of _____, 19____

_____(Seal) _____(Seal)
 _____(Seal) _____(Seal)

State of _____ }
 County of _____ } ss:

Personally appeared before me _____
 _____ above named and duly acknowledged the execution of the above release
 the _____ day of _____, 19____

Witness my hand and official seal.

My Commission expires _____ Notary Public

WARRANTY DEED

FROM _____

TO _____

STATE OF INDIANA

Received for record this _____
 day of _____, 19____
 at _____ o'clock _____ m, and
 Recorded in Book No. _____ page _____
 Recorder _____ County _____

Endorsed NOT TAXABLE this _____
 day of _____, 19____
 Auditor _____ County _____

9

**Division of Land Acquisition
 Indiana State Highway Commission**

WARRANTY DEED

Project 1-70-3(52)
Code 0536
Parcel 311

This Indenture Witnesseth, That Gabriel Schuchman and Sylvia Schuchman, his wife, and Sarah Lichtenberg ("Grantors")

of Marion County, in the State of Indiana Convey and Warrant to
the STATE OF INDIANA for and in consideration of Four Thousand Two Hundred and Fifty
(\$4250.00) ----- Dollars,

the receipt whereof is hereby acknowledged, the following described Real Estate in MARION
County in the State of Indiana, to wit:

LOT 57 IN McCARTY'S SUBDIVISION OF THE EAST PART OF OUT LOT 120 IN 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.

TOGETHER WITH THE PERMANENT EXTINGUISHMENT OF ALL RIGHTS AND EASEMENTS OF INGRESS TO, FROM, AND ACROSS
THE ABOVE DESCRIBED REAL ESTATE.

Subject to taxes for 1967, due and payable in 1968, a judgment rendered
for \$100.00 and costs in favor of the State of Indiana v. Abe Schuchman on
June 18, 1965, in Criminal Court, Cause No. CR 64-45, Order Book 145, page
308, matters of survey and easements and restrictions of record.

Gabriel Schuchman and Sarah Lichtenberg acquired title to forty-five
percent (45%) and twenty-seven and five tenths percent (27.5%), respectively,
of the real estate under the terms of the wills of their parents, Fred
Schuchman and Celia Schuchman, deceased. In addition, Gabriel Schuchman
acquired title to twenty-seven and five tenths percent (27.5%) of the real
estate by quitclaim deed from Abe Schuchman and Ruth Ann Schuchman, his wife,
dated August 25, 1967, and recorded immediately preceding this warranty deed.

802761 APR 16 68
DULY ENTERED
FOR TAXATION
COUNTY AUDITOR
John T. Dutton

RECEIVED FOR RECORD
1968 APR 16 AM 8:41
MARCIA M. HAWTHORNE
RECORDER OF MARION COUNTY

Paid by Warrant No. A-202526
Dated 4-02-1968

Land and improvements \$ 4250.⁰⁰; Damages \$ NONE; Total consideration \$ 4250.⁰⁰

The grantor shall clear and convey free of all leases, licenses, or other interests both legal and equitable, and all encumbrances of any kind or character on, in and under said land as conveyed, except as stated above.

It is understood between the parties hereto, and their successors in title, and made a covenant herein which shall run with the land, that all lands hereinbefore described (excepting any parcels specifically designated as easements or as temporary rights of way) are conveyed in fee simple and not merely for right of way purposes, and that no reversionary rights whatsoever are intended to remain in the grantor(s).

And further states that said grantors do hereby represent and state that they are each citizens of the United States of America, and that said citizenship has existed continuously since prior to April 8, 1940; that they have been domiciled and residing continuously within the United States since prior to April 8, 1940; that they are not acting directly or indirectly in any capacity whatsoever for any foreign country or national thereof; that there is no one other than above grantor(s) who has (have) had any proprietary right, title or interest in the above described real estate, either directly or indirectly, during grantors ownership, that these representations and statements are made under oath to induce the acceptance of this deed of conveyance.

In Witness Whereof, the said Gabriel Schuchman and Sylvia Schuchman, his wife, and Sarah Lichtenberg have hereunto set their hands and seal, this 28th day of December 19 67

(Seal) Sarah Lichtenberg (Seal)
Gabriel Schuchman (Seal) Sarah Lichtenberg (Seal)
Sylvia Schuchman (Seal) (Seal)
Sylvia Schuchman (Seal) (Seal)

68 42258

AFFIDAVIT

No Fee

RECEIVED FOR RECORD
'68 AUG 26 AM 11:57
MARCIA M. HAWTHORNE
RECORDER OF MARION COUNTY

OF INDIANA)
COUNTY OF MARION) SS:

I, Lucy A. Miller, being duly sworn upon her oath, says that she is over 21 years of age, and knew in her lifetime, Charles Dugan, deceased, and knows that said decedent died on or about November 29, 1956, and

That I, then Lucy Dugan, subsequently married Theodore H. Miller on April 6, 1963, and that Theodore H. Miller died on or about October 27, 1966.

I, Lucy A. Miller, do also swear that I, with Gilbert Richey and Ruby Richey, did, on April 29, 1968, assign and transfer all our rights, title, and interest in a certain Conditional Sales Contract, to Lester A. Abbett and Carl Gaskill, of a property commonly addressed as 1021 Union Street, Indianapolis, Indiana.

Lucy A. Miller
Lucy A. Miller, adult unmarried female



Subscribed and sworn to, before me, this 13 day of JUNE, 1968

Warren L. Hooten Notary Public
WARREN L. HOOTEN

My commission expires Dec. 9-1971

This instrument prepared by Warren L. Hooten

68 42258

[Handwritten mark]

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition
 ROOM 1105 — 100 NORTH SENATE AVENUE
 INDIANAPOLIS, INDIANA 46209

b 536

February 25, 1969 19

To Sam Smith
 City

GENTLEMEN:

We enclose State Warrant No. A 251321 2-5-69 19
 in settlement of the following vouchers: 69-405

| Description | Amount |
|--|------------------------------|
| For <u>Relocation Expense</u> on State Road No. <u>49</u> in <u>Marion</u> County, Project <u>I-70-3(52)</u> Parcel No. <u>310</u> as per Grant/Warranty Deed, Dated <u>12-26-68</u> | \$154 00 \$100 |

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By X Samuel K. Smith
 Date 3-12-1969

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition
 ROOM 1105 — 100 NORTH SENATE AVENUE
 INDIANAPOLIS, INDIANA 46209

August 13

19 68

To Lester S. Abbett & Carl D. Gaskill
 6343 Dover Road
 Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A-223928 August 7 19 68
 in settlement of the following vouchers:

Transmittal #69-74

| Description | Amount |
|--|------------|
| For _____ Purchase _____ on State Road No. <u>I-70</u> in <u>Marion</u> County, Project <u>I-70-3 (52)</u> Parcel No. <u>310</u> as per Grant/Warranty Deed, Dated <u>6/3/68</u> | \$3,650 00 |

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By

By

Date

Lester S. Abbett
Carl D. Gaskill

8-15-68

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition
 ROOM 1105 - 100 NORTH SENATE AVENUE
 INDIANAPOLIS, INDIANA 46209

0534

Jan 10 1968 19

To Lucy Dugan
 City

GENTLEMEN:

We enclose State Warrant No. A 188779 1/4/68 19
 in settlement of the following vouchers:

68-368

| Description | Amount |
|---|--------|
| For <u>relocation expense</u> on State Road No. <u>49</u> in <u>Marion</u> County, Project <u>I-70-3(52)</u> Parcel No. <u>310</u> as per Grant/Warranty Deed, Dated <u>11/1/67</u> | 95. 00 |

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By X Lucy Dugan
 Date Dec-31-1968

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 — 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46209

0536

September 25, 1970 19

To Samuel K. Smith
121 Wisconsin
Indianapolis, Indiana

GENTLEMEN:

We enclose State Warrant No. A326714 9/8/70 19
in settlement of the following vouchers: 71-107

| Description | Amount | |
|---|--------|----|
| For <u>Repl. Hous. Supplement</u> on State Road No. <u>49</u> in <u>Marion</u> County, Project <u>I-70-3 (52)</u> Parcel No. <u>310</u> as per Grant/Warranty Deed, Dated <u>7/8/70</u> | \$319 | 92 |

Recorded
PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By Samuel K. Smith

Date 9-25-1970

Control

APPRAISAL REVIEW FORM
Division of Land Acquisition
Indiana State Highway Commission

Project I 70-3(52)
Parcel No. 310
Road I-70
County Maxion
Owner Lester Abbott
Address 6343 Dover Rd
Address of Appraised Property:
1016 Union St

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

1. I have personally checked all comparables and concur in the determinations made. yes (See Review)
2. Planning and Detail Maps were supplied appraisers. Adv. Acq
3. The three approaches required (Income, Market Data, and Cost Replacement) were considered. yes
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. Adv. Acq
8. I have personally inspected the site and familiarized myself with the parcel on... 3/22/67
9. The computations of this parcel have been checked and reviewed. yes
10. 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 3/22/67 :
(Date)

Estimate of Appraisers:

| | By: <u>Snyder</u> | By: | Approved By Reviewer |
|--|-------------------|-----|----------------------|
| (a) The fair market value of the entire property before the taking is: | \$ 4550 | \$ | \$ 3,650 |
| (b) The fair market value of the property after the taking, assuming the completion of the improvement is: | \$ -0- | \$ | \$ -0- |
| The Total Value of Taking Is: (a minus b) TOTAL | \$ 4,550 | \$ | \$ 3,650 |
| (1) Land and/or improvements | \$ 4,550 | \$ | \$ 3,650 |
| (2) Damages | \$ -0- | \$ | \$ -0- |
| (3) Less non-compensable items | \$ -0- | \$ | \$ -0- |
| (4) Estimated Total Compensation | \$ 4550 | \$ | \$ 3,650 |

| Approved | Date | Signed |
|----------------------|---------|-----------------|
| Acting Rev. Appr. | 4/17/67 | Jessie K. Zink |
| Asst. or Chief Appr. | 4/29/67 | Phyllis P. York |
| | | Fred W. Bellung |

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: 21 COUNTY Marion

PARCEL NO. 310

NAME & ADDRESS OF OWNER Lester S. Abbett & Carl O. Gaskill

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED _____

PHONE # _____

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

DATE ASSIGNED 4-29-68

DATE OF CONTACT 6-13-68

OFFER \$ 3,650.00

TIME OF CONTACT See below

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? _____)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: 10 AM - Received paid 68B tax duplicate, and copy of Conditional Sales Contract reassigned to fee owners, 4/30/68. Need affidavit clearing name of Lucy Dugan, married twice, and both husbands deceased.

1:15 P.M. - Phoned Lucy (Dugan) A. Miller, confirmed dates of 1st marriage, and 2nd divorce. Prepare proper affidavit on total picture.

2:30 PM - Drove to residence of Lucy A. Miller, who signed affidavit.

2 PM - Xeroxed paid tax duplicate and mailed paid duplicate to Lester S. Abbett

Status of Parcel: (X) - Secured, () - Bought, awaiting mortgage release, () - Condemned
(✓) Other, awaiting what? Prepare Status Report and turn in

Distribution Made

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

Warren Hoster
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: 20 COUNTY Marion

PARCEL NO. 310

NAME & ADDRESS OF OWNER Abbett and Gaskill

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Sister Abbett

6343 Dover Road

PHONE # 2542812

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

DATE ASSIGNED 4-29-68

DATE OF CONTACT 6-6-68

OFFER \$ _____ TIME OF CONTACT 1:30 PM.

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? _____)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Phoned Sister Abbett who reported that he received his 68B- Statement yesterday & that he will pay it at his bank today. He also has a copy of reassignment of a sales contract in his possession & will mail both to us today.

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

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify

Warren Hooten
(Signature)
Charles H Bond

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: 19 18 COUNTY Marion PARCEL NO. 310

NAME & ADDRESS OF OWNERS Lester S. Abbett and Carl D Gaskill

PHONE # 255-2421

NAME & ADDRESS OF PERSON CONTACTED Carl D Gaskill

1100 E. 52 St (Office)

PHONE # "

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

DATE ASSIGNED 4-29-68

DATE OF CONTACT June 3, 1968. 4 PM.

OFFER \$ 3,650.⁰⁰/₁₀₀

TIME OF CONTACT "

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. Checked abstract with owner? 2. Any affidavits taken?
- 3. Any mortgage(s)? 4. Any other liens, judgements, etc.?
- 5. Showed plans, explained take, made offer, etc.?
- 6. Explained about retention of buildings, etc.? 7. Any being retained?
- 8. Walked over property with owner? (or with whom? _____)
- 9. Arranged for owner to pay taxes? (Explain how in remarks)
- 10. Secured Right of Entry? 11. Secured Driveway Right of Entry?
- 12. Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. Waivers, were any secured? 15. Filled out RAAP Form?

REMARKS: We Agents called on Mr Gaskill, who drove us to his apartment where he + his wife both signed the Claim voucher + Warranty deed. They were given a copy of the Warranty Deed and the Receipt for the Warranty deed. They were told that payment would be made in 75 to 90 Days after which the deed will be recorded at the states expense.

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? 1968-B tax receipt, + copy of original contract.

Mailed

Distribution Made

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

Mr. Gaskill
Mr. Abbett

Warren Hooten

(Signature)

Charles D Bond

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I70-3(52)

BUYER'S REPORT NUMBER: 18 COUNTY Marion PARCEL NO. 310

NAME & ADDRESS OF OWNER Lester S. Abbett and Carl D. Gaskill
Sub Property
6343 Dover Drive 1021 Union St. PHONE # 251-2812

NAME & ADDRESS OF PERSON CONTACTED Lester S. Abbett and Dorothy E. Abbett
6343 Dover Drive, Indpls, Ind. PHONE # 251-2812
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 4-29-68 DATE OF CONTACT 6-3-1968 11:00 AM

OFFER \$ 3650.⁰⁰/₁₀₀ TIME OF CONTACT 11:00 AM

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. Checked abstract with owner? 2. Any affidavits taken?
3. Any mortgage(s)? 4. Any other liens, judgements, etc.?
5. Showed plans, explained take, made offer, etc.?
6. Explained about retention of buildings, etc.? 7. Any being retained?
8. Walked over property with owner? (or with whom? _____)
9. Arranged for owner to pay taxes? (Explain how in remarks)
10. Secured Right of Entry? 11. Secured Driveway Right of Entry?
12. Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. Was 180 Day Notice Letter delivered or mailed to all parties?
14. Waivers, were any secured? 15. Filled out RAAP Form?

REMARKS: We agents called on Lester S. Abbett and His wife Dorothy E. Abbett. He and his wife signed the warranty deed, and both of them signed the Claim Voucher.

We then informed them that payment would be made in 75 to 90 Days from the time all papers are properly signed.

Mr. Abbett stated that he would pay the 1968 B taxes and mail them to us along with the reassignment of a Contract with Lucy Dugan back to Lester S. Abbett and Carl P. Gaskill. We informed them that the State would record the deed & pay the expenses of doing so.

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? Receipt of Paid 1968 B-taxes and copy of reassignment.

Distribution Made
(1) Parcel (1) Weekly Summary
 Owner () Other, Specify

Warren Hooten
(Signature)
Charles H. Bond

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: 17 COUNTY Marion

PARCEL NO. 310

NAME & ADDRESS OF OWNER Lester S. Abbett

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Keith Smith, occupant of subject

1021 S. Union St - Judpls. Ind. PHONE # none

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

DATE ASSIGNED 4-29-68

DATE OF CONTACT 6-3-68

OFFER \$ 3650.⁰⁰

TIME OF CONTACT 930 A.M.

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
- 3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
- 5. _____ Showed plans, explained take, made offer, etc.?
- 6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
- 8. _____ Walked over property with owner? (or with whom? _____)
- 9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
- 10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
- 12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: This agent and Charles Boud, trainee, visited subject property to observe if still occupied.

Met Keith Smith, renter, who said he would move any time the property will be needed. This agent told him that the property is being purchased this week, but that State will not take possession probably until around August, so he need not move out immediately.

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

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify

Warren Hoaten
Chas Boud (Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: 16 COUNTY Marion PARCEL NO. 310

NAME & ADDRESS OF OWNER Lester S. Abbett & Carl D. Gaskill

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Carl D. Gaskill

office 1100 E. 52nd St - Judge's Sud. PHONE # 255 2421
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 4-29-68 DATE OF CONTACT 6-3-68

OFFER \$ 3650.00 TIME OF CONTACT 845 A.M.

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
- 3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
- 5. _____ Showed plans, explained take, made offer, etc.?
- 6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
- 8. _____ Walked over property with owner? (or with whom? _____)
- 9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
- 10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
- 12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Carl Gaskill phoned and reported that he had discussed subject with Lester Abbett, and that they have decided to sign for sale to State at \$3650.00. He inquired if they may be paid \$3700.00, which would enable them to recover the \$50.00 it cost them to have Lucy Dugan assign the Sale Contract back to them. This agent explained that this was their personal expense and not compensable by State.

Made appointment to meet Mr. Gaskill at his office today, 3:30 pm

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned
() Other, awaiting what? Prepare C Voucher and W. Deed for signatures.

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify

Warren Hooten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3(52)

BUYER'S REPORT NUMBER: 15 COUNTY Marion PARCEL NO. 310

NAME & ADDRESS OF OWNER Lester Abbott - Carl Gaskell
PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Subject
1021 S. Union St PHONE # _____

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

DATE ASSIGNED 4-29-68 DATE OF CONTACT 5-29-68

OFFER \$ 3650.⁰⁰ TIME OF CONTACT 1:30 PM

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? _____)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Phoned Lester Abbott (251 2812) at his residence, 6343 Dover Dr., Indpls.

Mr. Abbott reported that he understands that the Lucy Dugan purchase contract has been reassigned back to fee owners, but hasn't seen a copy.

This agent was promised that he (L. Abbott) will furnish by mail:

- a copy of reassigned contract
- Confirmation of fee owners decision to condemn
- information whether the renter is ~~or~~ still occupying subject

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

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify _____

Warren Hooten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: 14 COUNTY Merion PARCEL NO. 310

NAME & ADDRESS OF OWNER Abbett & Gaskill

Subject - 1021 Union St PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Lester Abbett

6343 Dover Dr - Indpls PHONE # 251 2812

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

DATE ASSIGNED 4-29-68 DATE OF CONTACT 4-29-68

OFFER \$ 3650.00 TIME OF CONTACT 1:30 p.m.

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? _____)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Phoned and reached Mr. Abbett at his residence office.

Mr. Abbett explained that their attorney had written to Lucy Dugan but he had received no word from the attorney on degree of success.

Mr. Abbett requested this agent to hold for a few days while he checks with the attorney

This agent agreed to call back in a week or so.

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned

() Other, awaiting what? _____

Distribution Made

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

W. Hooten

(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: 13 COUNTY Marion PARCEL NO. 310

NAME & ADDRESS OF OWNER Lester Abbett & Carl D. Gaskill

Subject - 1021 Union St, Judpls. PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Carl D. Gaskill

office 1100 E. 52nd - Judpls. PHONE # 255 2421

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

RE
DATE ASSIGNED 4-29-68 DATE OF CONTACT 4-29-68

OFFER \$ 3650.⁰⁰ TIME OF CONTACT 11¹⁵ A.M.

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? _____)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Phoned Mr. Gaskill, and inquired if they had reconsidered
our status offer, that parcel must now be processed, and do
they now prefer not to follow through with Condemnation.

Mr. Gaskill reported that Mr. Abbett was, a couple of weeks ago,
attempting to have the Sale Contract to Lucy Dugan reassigned
back to them as Mrs. Dugan had never fulfilled the
obligation of making payments. He instructed this agent
to contact Mr. Abbett, and whatever Mr. Abbett decides to do
will be agreeable to him (Mr. Gaskill).

1130 - Phoned Mr. Abbett, 251 2812 - No answer

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

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify

W. Hooten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: 12 COUNTY Marion

PARCEL NO. 310

NAME & ADDRESS OF OWNER Abbott & Gaskill - fee owners

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED _____

PHONE # _____

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

DATE ASSIGNED 12-4-67

DATE OF CONTACT 12-5/6-67

OFFER \$ 3650.⁰⁰

TIME OF CONTACT _____

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? _____)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: 12/5 - 1:30 P.M. - Phoned office of Carl Gaskill. Not in this P.M.

12/6/67 - 2:30 P.M. - Phoned Mr. Gaskill, who repeated that they would be interested in closing the sale except for the large amount over the state offer still owed by Contract Purchaser, Lucy Dugan. He is confident the law of eminent domain cannot enforce a cancellation of his contract with Lucy Dugan, whereby he would be the loser, therefore he repeated that the acquisition may remain inactive until such time as the state has actual need of the property - then attorneys can settle the question of contract validity in court

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned

() Other, awaiting what? Return parcel to HOLD file

Distribution Made

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

Warren Hooten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: 11 COUNTY Marion

PARCEL NO. 310

NAME & ADDRESS OF OWNER Abblett & Gaskill - fee owners

Lucy Sugan, Cont. Purchaser, 1016 S. Union St PHONE # 639 1891

NAME & ADDRESS OF PERSON CONTACTED subject

1021 S. Union St - Judpls, Ind. PHONE # _____

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

DATE ASSIGNED ^{Re} 12-4-67 DATE OF CONTACT 12-5-67

OFFER \$ _____ TIME OF CONTACT _____

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

- 1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
- 3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
- 5. _____ Showed plans, explained take, made offer, etc.?
- 6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
- 8. _____ Walked over property with owner? (or with whom? _____)
- 9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
- 10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
- 12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
- 13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: 9 A.M. - Drove by subject which appeared still occupied.

10 A.M. - Called at Chadwick St office, checking on any processing of relocation papers prior to this agent contacting Lucy Sugan.
Learned that a Claim Voucher was processed by this office, on Nov. 1, 1967

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

Distribution Made
(1) Parcel (1) Weekly Summary
~~() Owner~~ () Other, Specify

U. Hooten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: 10 COUNTY Marion

PARCEL NO. 310

NAME & ADDRESS OF OWNER Abbett & Gaskill

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED subject

1021 Union St - Indpls, Ind.

PHONE # _____

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

DATE ASSIGNED ^{Re} 12-4-67

DATE OF CONTACT _____

OFFER \$ _____

TIME OF CONTACT 2 P.M.

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? _____)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Withdrawn parcel from HOLD file for recontact.

Last Contact, June 14, 1967.

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

Distribution Made

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

W. Hooten

(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: 9 COUNTY Marion PARCEL NO. 310

NAME & ADDRESS OF OWNER L. Abbott (Lucy Dugan, Contract Purchaser)

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Keith Smith and Harold Bundy (rentors)

1021 Union St., Indpls., Ind. PHONE # _____

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

DATE ASSIGNED 5-18-67 DATE OF CONTACT 6-14-67

OFFER \$ _____ TIME OF CONTACT 4:30 P.M.

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? _____)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Personally called at residence of subject property. Met Mr. Keith Smith, and informed him that acquisition of property will eventually be processed through the Court, but he and Harold Bundy need not be alarmed and ~~to~~ move because of this action. That they will be notified again when Condemnation is filed, but no date was quoted whether Condemnation will be filed in 6 months or ^{one} year from this date.

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

Distribution Made

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

Keith Smith
Harold Bundy

Warren Hooten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3(52)

BUYER'S REPORT NUMBER: 8 COUNTY Marion

PARCEL NO. 310

NAME & ADDRESS OF OWNER L. Abbett and Carl O. Gaskill (fee owners)

Subject - 1021 Union St - Judpls., Ind. PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Mrs. Lucy Sugan

1016 Union St., Judpls., PHONE # 639 1891

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

DATE ASSIGNED 5-18-67

DATE OF CONTACT 6-13-67

OFFER \$ 3,650.00

TIME OF CONTACT 3:15 P.M.

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? 1)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Phoned and talked with Lucy Sugan, who reported that she had talked to the real estate manager where she makes her payments, and it was decided that the offer was too low. This agent informed her that both Mr. Abbett and Mr. Gaskill had decided to have the acquisition placed through the Court, through Condemnation action, and that the parcel was being returned to the Highway Commission for processing - in condemnation

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

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner (X) Other, Specify
Mailed to Lucy Sugan

Warren Hooten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: 7 COUNTY Marion PARCEL NO. 310

NAME & ADDRESS OF OWNER Lester Abbett - Carl O. Gaskill (fee owners)

Subject - 1021 Union St - Judpls., Ind. PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Lester Abbett

6343 Dover Dr. - Judpls., Ind. PHONE # 251 2812

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

DATE ASSIGNED 5-18-67 DATE OF CONTACT 6-13-67

OFFER \$ 3,650.00 TIME OF CONTACT 3 P.M.

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? _____)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Phoned and talked with Lester Abbett, who confirmed that they had reached a decision to direct acquisition through Condemnation.

This agent replied that the parcel shall therefore returned to the Highway Commission for filing in Condemnation, through the law of Eminent Domain.

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

Distribution Made

- | | |
|------------|--------------------|
| (1) Parcel | (1) Weekly Summary |
| (X) Owner | () Other, Specify |

Mailed to L. Abbett

Warren Hosten

(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: 6 COUNTY Marion

PARCEL NO. 310

NAME & ADDRESS OF OWNER L. Abbott

Subject — 1021 Union St — Judge

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED _____

PHONE # _____

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

DATE ASSIGNED 5-18-67

DATE OF CONTACT 6-12-67

OFFER \$ 3650.⁰⁰

TIME OF CONTACT _____

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? _____)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: 1:45 P.M. Phoned and talked with Lucy Dugan, contract purchaser, who replied she wished to speak to someone before commenting, and for this agent to call back tomorrow, 6/13, P.M.

2 P.M. Phoned and talked with attorney of Gaskill, Bob Orbison, phone 632 4329. Mr. Orbison confirmed that Condemnation is in order — that his client has a legal contract, and he believes a jury will honor the contract. On this agent's reference to "fair market value", he replied that he don't care what can be proved, nor how many sellers were satisfied with states offer.

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

Distribution Made

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

Warren Hosten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: 5 COUNTY Marion

PARCEL NO. 310

NAME & ADDRESS OF OWNER L. Abbett & C. D. Gaskill (see owners)

Subject property - 1021 Union St. - Judpls., Ind.

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Carl D. Gaskill

office - 1100 E. 52nd St., Judpls., Ind.

PHONE # 255 2421

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

DATE ASSIGNED 5-18-67

DATE OF CONTACT 6-12-67

OFFER \$ 3,650.00

TIME OF CONTACT 1:30 P.M.

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? _____)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Phoned and talked with Carl D. Gaskill, who informed this agent that he had been in Conference with his attorney, Bob Arbison, and they had decided to refuse the states offer as the balance due on the Contract Sale to Lucy Sugan was far greater than the states offer, and they feel the Court will honor the Contract terms.

This agent replied that since this is their decision the acquisition shall be ~~processed~~ processed through the Court by the law of Eminent Domain

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

Distribution Made

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

Mailed to C. D. Gaskill, at residence 501 W. 92nd St., Judpls.

Warren Hooten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: 4 COUNTY Marion

PARCEL NO. 310

NAME & ADDRESS OF OWNER L. Abbott

Subject - 1021 Union St - Judpls., Ind.

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED

Carl O. Gaskill (co owner with Abbott)

Spicklemuir Co.

1100 E. 52nd St., Judpls., Ind.

PHONE # 255 2421

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

DATE ASSIGNED 5-18-67

DATE OF CONTACT 6-1-67

OFFER \$ 3650.00

TIME OF CONTACT 3 P.M.

Write YES, NO, or NA (for Not Applicable), as appropriate, in each numbered blank space:

1. _____ Checked abstract with owner? 2. _____ Any affidavits taken?
3. _____ Any mortgage(s)? 4. _____ Any other liens, judgements, etc.?
5. _____ Showed plans, explained take, made offer, etc.?
6. _____ Explained about retention of buildings, etc.? 7. _____ Any being retained?
8. _____ Walked over property with owner? (or with whom? _____)
9. _____ Arranged for owner to pay taxes? (Explain how in remarks)
10. _____ Secured Right of Entry? 11. _____ Secured Driveway Right of Entry?
12. _____ Was Chapter 316, Acts of 1967 Indiana General Assembly, explained?
13. _____ Was 180 Day Notice Letter delivered or mailed to all parties?
14. _____ Waivers, were any secured? 15. _____ Filled out RAAP Form?

REMARKS: Called on Mr. Gaskill in his office on E. 52nd St. He was given a 180 Day letter, and copy of States Firm Offer letter.

Mr. Gaskill commented that he wouldn't reply on acceptance or rejection of States Offer until he speaks with his real estate ~~prop~~ agent who handles Collections on his Contract sales. He was told by this agent that Lucy Sugaw reported to ~~us~~ ^{us} that she still owed around \$5000.00 - to which Mr. Gaskill remarked that "That's not possible!"

Call again in a week or so, after Mr. Gaskill has contacted people of interest

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

Distribution Made

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

Warren Hoaten
(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I70-3-(52)

BUYER'S REPORT NUMBER: 3 COUNTY Marion PARCEL NO. 310

NAME & ADDRESS OF OWNER Lester Abbott
1021 Union St - Indph. PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Lucy Dugan - Contract Buyer
1014 Union St - Indph. PHONE # 639-1891
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 5-18-67 DATE OF CONTACT June 1-67

OFFER \$ 3650.00 TIME OF CONTACT 10 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? (Any other Liens, Judgements? Yes ___ No ___)
 4. () () Explained about retention of Bldgs. (any being retained? Yes ___ 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 R.O.E.? Yes ___ No ___ N/A ___)
 9. () () Gave Owner Firm Offer & Eminent Domain Procedures Letter & Explained it?

REMARKS: Talked with Lucy Dugan - Gave her a 180 day
notice. Signed list of occupants & signed
business - re-location form. Lucy Dugan wishes
to confer with fee - owners and their ^{she will} contract
buyer.

Status of Parcel: () -Secured, () -Bought, awaiting mortgage release, () -Condemned
 Other, awaiting what? Call on fee Owners -

Distribution Made
(1) Parcel (1) Weekly Summary
 Owner () Other, Specify:

Warren Hooten
(Signature)
Alle May

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3 (52)

BUYER'S REPORT NUMBER: 2 COUNTY Marion

PARCEL NO. 310

NAME & ADDRESS OF OWNER Lester Abbett

Subject 1021 Union St - Judpls

PHONE # _____

NAME & ADDRESS OF PERSON CONTACTED Lucy Dugan - Contract Purchaser

1016 Union St - Judpls.

PHONE # 639 1891

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

DATE ASSIGNED 5-18-67

DATE OF CONTACT 5-31-67

OFFER \$ _____

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? (Any other Liens, Judgements? Yes ___ No ___)
4. () () () Explained about retention of Bldgs. (any being retained? Yes ___ 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 R.O.E.? Yes ___ No ___ N/A ___)
9. () () () Gave Owner Firm Offer & Eminent Domain Procedures Letter & Explained it?

REMARKS: Phoned and talked with Lucy Dugan. Determined that:

Lucy Dugan - adult unmarried woman

Rentors of subject property

KEITH SMITH, adult unmarried, and - HAROLD BUNCH, unmarried

And that subject property is rented; furnished by

Lucy Dugan.

Made appointment to call on Lucy Dugan

Thurs - June 1 - 9:30 to 10 AM

Status of Parcel: () - Secured, () - Bought, awaiting mortgage release, () - Condemned

() Other, awaiting what? _____

Distribution Made

(1) Parcel (1) Weekly Summary

() Owner () Other, Specify: _____

Warren Hooten

(Signature)

INDIANA STATE HIGHWAY COMMISSION
Land Acquisition Division

PROJECT NO. I 70-3(52)

BUYER'S REPORT NUMBER: #1 COUNTY Marion PARCEL NO. #310

NAME & ADDRESS OF OWNER LESTER Abbett

6343 Dover Dr, Indpls, Ind. PHONE # 251-2812

NAME & ADDRESS OF PERSON CONTACTED subject property -

1021 Union St, Indpls - Ind. PHONE # _____

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

DATE ASSIGNED 5-18-67 DATE OF CONTACT 5-25-67

OFFER \$ _____ TIME OF CONTACT 1-3 PM.

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? (Any other Liens, Judgements? Yes ___ No ___)
4. () () () Explained about retention of Bldgs. (any being retained? Yes ___ 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 R.O.E.? Yes ___ No ___ N/A ___)
9. () () () Gave Owner Firm Offer & Eminent Domain Procedures Letter & Explained it?

REMARKS: Thoroughly studied parcel - Prepared all papers necessary that attain to act 1947; prior to call on owners and tenants.

Made ^{phone} calls to owners - no answers.

Try evening calls.

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

Distribution Made
(1) Parcel (1) Weekly Summary
() Owner () Other, Specify: _____

Carren Hooten
(Signature)
Arle May

364
CHICAGO TITLE INSURANCE COMPANY

INTERIM
GUARANTY OF TITLE

S. R. I-70 PROJ. I-70-3(52) COUNTY Marion

Names on Plans Lester S. Abbett and Carl D. Gaskill

CTIC # 6500-119 -S

Name of Fee Owner Lester S. Abbett and Carl D. Gaskill

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation authorized to do business in the State of Indiana, in consideration of premium paid, hereby guarantees that a search of the records from October 7, 1966 to and including May 31, 1967 reveals no changes as to the real estate described under CTIC # 6500-119 except:

1. Taxes for 19 66 payable 19 67 in name of Lester S. Abbett and Carl D. Gaskill
Duplicate # 7001239 Parcel # 1096068 Township Center Code # 101
May \$ 39.27 ~~(paid)~~ (unpaid); November \$ 39.27 ~~(paid)~~ (unpaid)
Taxes for 19 67 payable 19 68 now a lien.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereto affixed by its duly authorized officers.

CHICAGO TITLE INSURANCE COMPANY



John A. Binsley
President

Robert Kratochvil
Secretary

ATTEST:

Countersigned and validated as of the 8th day of June
1967.

J. M. Watson
Authorized Signatory

310

CHICAGO TITLE INSURANCE COMPANY

INTERIM GUARANTY OF TITLE

S. R. I-70 PROJ. I-70-3(52) COUNTY Marion

Names on Plans Lester S. Abbett and Carl D. Gaskill

CTIC # 6500-119 -S

Name of Fee Owner Lester S. Abbett and Carl D. Gaskill

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation authorized to do business in the State of Indiana, in consideration of premium paid, hereby guarantees that a search of the records from May 31, 1967 to and including June 14, 1968 reveals no changes as to the real estate described under

CTIC # 6500-119 except:

1. Taxes for 19⁶⁷ payable 19⁶⁸ in name of Lester S. Abbett & Carl D. Gaskill
 Duplicate # 8700216 Parcel # 1096069 Township Center Code # 101
 May \$ 46.59 (~~paid~~) (unpaid); November \$ 46.59 (~~paid~~) (unpaid)
 Taxes for 19⁶⁸ payable 19⁶⁹ now a lien.

Taxes for 1967 payable 1968 in name of Lester S. Abbett & Carl D. Gaskill
Duplicate No. 8700215 Parcel No. 109068 Township Center Code No. 101
May \$0.00 November \$0.00
Taxes for 1968 payable 1969 now a lien.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereto affixed by its duly authorized officers.

CHICAGO TITLE INSURANCE COMPANY



John A. Binsley
President

Robert Kratochvil
Secretary

ATTEST:

Countersigned and validated as of the 1st day of July 19 68.

Ronald R. [Signature]
Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

GUARANTY OF TITLE

S. R. I-70 PROJ. I-70-3(52) # 310 COUNTY Marion

Names on Plans Lester S. Abbett and Carl D. Gaskill

CTIC # 6500-119

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation authorized to do business in the State of Indiana, in consideration of premium paid, hereby guarantees that as of the 7th day of October, 19 66

Lester S. Abbett and Carl D. Gaskill

are the Record Owner or Owners of the property described in Schedule "A" as disclosed by a search of the Public Record for a twenty-year period immediately prior to the effective date of this Guaranty, and that said search disclosed no defects or liens or encumbrances in the title to said property except those shown in or referred to in Schedule "B".

The maximum liability of the undersigned under this Guaranty is limited to the sum of \$ 5,000.00.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereto affixed by its duly authorized officers.

CHICAGO TITLE INSURANCE COMPANY



John A. Binkley

ATTEST:

President

Robert Kratochvil

Secretary

Countersigned and validated as of the 18th day of October

19 66.

J. M. Watson

Authorized Signatory

SCHEDULE "A"

The property covered by this Guaranty is situated in the County of Marion
in the State of Indiana and is described as follows:

Parcel I

96.25 feet by parallel lines off the entire West end of the north half of Lot 39 in McCarty's Subdivision of Out Lot 118 and 119, an Addition to the City of Indianapolis, Indiana, as per plat thereof recorded in Plat Book 1, page 253 in the Office of the Recorder of Marion County, Indiana. ALSO KNOWN as 1021 Union Street, in the City of Indianapolis, Indiana, Also 5 feet west of and adjoining above described realty, being a part of Union Street, heretofore vacated, as shown in Town Lot Record 26, page 25.

Parcel II

96.25 feet by parallel lines off the entire west end of the south half of Lot 39 in McCarty's Subdivision of Out Lots 118 and 119 an Addition to the City of Indianapolis, Indiana, as per plat thereof recorded in Plat Book 1, page 253 in the Office of the Recorder of Marion County, Indiana. ALSO KNOWN as 1025 Union Street in the City of Indianapolis, Indiana. Also 5 feet west of and adjoining above described realty being a part of Union Street, heretofore vacated as shown in Town Lot Record

CTIC # page 25. 6500=119

By Executor's Deed dated August 2, 1956 and recorded August 6, 1956 in Deed Record 1628, page 597 as Instrument # 54110 by Max N. Farb, The Record Owner or Owners disclosed above acquired title by Executor of the Estate of Henry Friedman, deceased, and as such Executor, by order of the Probate Court of Marion County, in the State of Indiana, entered in Order Book 388. (Conveys premises in question and other property) (Copy attached) (Unable to determine amount SCHEDULE "B" of Federal documentary stamps affixed.)

This certificate is a guarantee of Record Ownership only and as such does not purport to cover nor disclose:

- a. the rights of parties in possession
- b. matters that might be disclosed by an accurate survey
- c. statutory liens for labor or materials unless filed of record
- d. ordinances, laws or regulations enacted by governmental authority

The search of the record of the property described in Schedule "A" discloses the following liens, encumbrances or defects in the title of the Record Owner or Owners.

e. taxes for the year 1965, each half for \$36.65, assessed in the name of Lester S. Abbett and Carl D. Gaskill due and payable in May and November, 1966. (Center Township - Inside, Parcel Number 101-1096068 Duplicate Number 6001081) Note: May: Paid on June 29, 1966 except for penalties, November: Unpaid. (Assessed Value - Land \$220.00 Improvements \$550.00 - Exemptions none)

f. Taxes for the year 1966, due and payable in 1967.

Form 3296-15

g. Note: Contiguous Real Estate owned by the parties above shown in title as disclosed by the Deed noted above at Schedule A, a copy of which is attached.

CONDITIONAL SALES CONTRACT

THIS AGREEMENT made and entered into by and between Henry Friedman
hereinafter referred to as the seller, and Charles Dugan & Lucy Dugan, Husband & Wife
hereinafter referred to as the buyer, WITNESSETH:

That if the buyer shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and perform, the seller hereby covenants and agrees to convey and assure to buyer, who hereby agrees to purchase, in fee simple, clear of any encumbrances whatsoever except as hereinafter expressed, by good and sufficient deed of general warranty the real estate situated in the County of Marion, State of Indiana, known as Ten hundred twenty-one (1021) Union Street and more particularly described as follows, to-wit:

North $\frac{1}{2}$ of Lot 39 --Mc Carty sub. of O. L. 118

Parcel A of Survey

Subject to any and all conditions, utility easements, highways, rights of way, and other restrictions and limitations of record affecting said real estate.

As purchase price of said described real estate, said buyer hereby covenants and agrees to pay to seller the sum of Fifty-two hundred fifty Dollars (\$ 5,250.00) without any relief from valuation or appraisal laws of the State of Indiana, with attorney's fees in the following manner, to-wit:

The sum of One Hundred fifty Dollars (\$ 150.00) cash in hand at the time of the execution and delivery of this contract, the receipt of which is hereby acknowledged, and the sum of Forty Dollars (\$ 40.00) each and every month hereafter until the remainder of purchase price, principal and interest, has been paid in full. The first payment shall be made on or before the 30 day of September, 1950 at Security Branch Union Trust Company in the city of Indianapolis, Indiana, and like payments shall be made on or before the same day of each succeeding month.

It is understood and agreed that the deferred payments on the balance of said purchase price shall bear interest at the rate of Six per cent (6%) per annum, same to be computed semi-annually in advance on January 1 and July 1 upon the sum unpaid at the beginning of such six months period. The amount so found due as interest charge each six months as hereinbefore mentioned shall be deducted from the amount of aggregate monthly payments made during the preceding six months period and the balance remaining of such monthly payments shall then be credited on principal still due.

The buyer shall have the privilege at any time of paying any sum or sums in addition to the payments herein required upon the consideration, and it is understood and agreed that no such prepayment shall stop the accrual of interest on the amount so paid until the next succeeding semi-annual computation of interest after such payment is made as herein provided.

It is further understood and agreed between the parties hereto as follows: That the buyer will assume and pay the taxes on said real estate beginning with the installment due and payable May 1951 and all installments subsequent thereto, and all assessments for municipal and other improvements completed after this date, also, any taxes assessed on this instrument, and will keep improvements on said real estate insured against loss from fire and tornado, said insurance to be carried in a responsible company to be approved by the seller in a sum not less than the balance due on this contract, all policies to be delivered to and retained by seller during the continuance of this contract, by paying each month to the seller a sum amounting to the monthly pro rate amount due on the insurance premiums. The buyer also agrees to pay to seller each month a sum amounting to one-twelfth of the annual taxes and any assessment payable by the buyer.

That possession of said real estate shall be given the buyer on Date of deed subject to tenants rights and shall continue so long as the buyer shall punctually pay the installments of the purchase price above provided and shall comply with all the other terms and conditions of this agreement; but the title and ownership of said real estate shall remain in the seller or his assigns and no right, title or interest in said real estate, either legal or equitable shall pass by virtue of this agreement, until said purchase price shall have been fully paid and all the terms and conditions of this agreement fully complied with. The seller agrees to furnish an abstract of title showing a merchantable or insurable title in the grantor to date, provided abstract was not furnished by seller at the time of execution and delivery of this instrument, in such an event no further continuation shall be furnished by seller.

It is agreed that the seller may obtain a loan upon the real estate herein described, secured by mortgage, at any time during the term of this contract, and from time to time renew the same in such sum and for such period as seller may see fit, not to exceed the balance due on the unpaid balance of this contract. Should seller place a mortgage on said real estate and then fail to meet any payment of principal or interest, then the buyer shall have the right to make such payment or payments and deduct the same from the next payment or payments due the seller under this contract. Seller, however, agrees to pay said mortgage when due or whenever buyer desires to pay off this contract in full.

That the buyer's interest in this contract shall not be sold, assigned, nor otherwise transferred, nor any interest therein nor in said real estate, alienated or leased; nor said real estate occupied by others, nor shall any of the improvements thereon, or hereafter placed thereon be changed, removed, remodelled, or altered in any manner whatsoever, without the written consent of the seller.

That the buyer shall use said premises well and keep same in good repair, at expense of the buyer, and shall not commit waste thereon, and in the event of any breach and reentry by the seller, shall deliver up premises to seller in as good condition as same are now in or may be put in, ordinary wear and tear, ordinances and acts of God excepted. Buyer shall at all times use and maintain said premises in accordance with the laws, ordinances and regulations of the United States of America, the State of Indiana, and the City of Indianapolis. The seller shall have the right at any reasonable time to enter upon and in said premises for the purpose of inspecting same.

That as a part of the consideration, buyer expressly assumes all risk and responsibility for any accident, injury or damage to persons or property as to himself or others, in or about said premises and agrees to hold seller harmless from all liability therefrom.

That if any taxes, assessments or insurance premium be not paid when due, or if any installment of the purchase price or interest thereon, shall become delinquent for a period of 30 days, or if the buyer shall fail to observe or perform any other conditions or terms of this agreement, the seller may at his option cancel this agreement, take immediate possession of said real estate and remove the buyer or any other person therefrom without any notice or demand whatsoever, the necessity thereof being hereby expressly waived; and in the event of such cancellation, all payments theretofore made by the buyer shall be retained by the seller not as a penalty, but as liquidated damages for the breach of this agreement and in such event all rights and demands of the buyer shall cease and terminate and the buyer shall have no further right, title, interest or claim of any kind or character in or to the real estate described herein, or the legal or equitable title thereto or any of the benefits provided, under the terms of this agreement. Failure or delay of the seller to exercise any option hereunder at the time of any default shall not operate as a waiver of the right of the seller to exercise such option for the same or any subsequent default at any time thereafter.

It is mutually agreed by and between the parties hereto that the time of payment shall be of the essence of this contract, that all of the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties; that there are no representations respecting said real estate or the sale thereof except as in this agreement contained.

Further payments Permitted at any time

IN WITNESS WHEREOF the parties have hereto set their hands and seals this 30 day of August

1950 Henry Friedman (Seal) Charles Dugan (Seal)
Lucy Dugan (Seal)
(Seal) (Seal)
(Seal) (Seal)
(Seal) (Seal)

May 15- 1961

This is to certify that for value received, and subject to the consent of the owners of the property described herein described in the within Conditional Sales Contract, the undersigned does hereby Sell, Assign Transfer and set over unto, Gilbert L. Richey and Ruby Richey, husband and wife all of her rights, Title and interest in and to the said Conditional Sales Contract this 15 day of May 1961

Lucy Dugan
Lucy Dugan

1961

This is to certify that for value received, we hereby transfer and assign all our rights, Title and interest in and to the this Conditional Sales contract to Lucy Dugan this 10 day of Dec 1961

Gilbert L. Richey
Gilbert L. Richey
Ruby Richey
Ruby Richey

Standard Form Adopted by the Indianapolis Real Estate Board for Use by Members Only

Conditional Sales Contract

FROM

TO



Copyright 2-1-1942, Indianapolis Real Estate Board

I.P.Co.

April 30- 1968

This is to certify that for value received, I hereby transfer + assign all my rights Title & interest in + to this Conditional Sales Contract to Lester S. Abbett + Carl Gaskiel this 29th day of April 1968

Lucy A. Miller
Gilbert Richey
Ruby Richey

Plan of Margaret McCarthy's Sub-division of
 Cut Lot No. 119, and west part of Cut Lot
 No 118. in the city of
 Indianapolis,



31110 1628-597

EXECUTOR'S DEED

THIS INSTRUMENT WITNESSETH, That J. E. FARR, Executor of the ESTATE OF HENRY FRIEDMAN, Deceased, and as such Executor, by order of the Probate Court of Marion County, in the State of Indiana, entered an Order Book 388, on the records of said Court, WHITELY REGISTERED FOR TAXATION Page No. _____

FOR AND IN CONSIDERATION OF THE SUM OF TWENTY THOUSAND, ONE HUNDRED THREE DOLLARS and NINETY-NINE CENTS, (\$20,103.99) -----

CONVEYS TO: LESTER S. ARBETT and CARL B. GASKILL, As Tenants in Common in equal shares, and not as joint tenants,

the following described real estate in Marion County in the State of Indiana, to-wit:

- Parcel (b) Lot numbered sixty-eight (68) in Clark and Osgood's First Addition to West Indianapolis, now in the City of Indianapolis, the plat of which is recorded in Plat Book 9, Page 65, in the Office of the Recorder of Marion County, Indiana; ALSO KNOWN as 1351 WEST KERRY STREET and 501 GOFFET STREET, in the City of Indianapolis, Indiana;
- Lot number fifty-two (52) in William T. Wilson's Subdivision of Lot 77 in Johnson Hairs Addition in the City of Indianapolis, the plat of which is recorded in Plat Book 3, Page 152, in the Office of the Recorder of Marion County, Indiana. ALSO KNOWN as 1014-16 Bellfontaine St., in the City of Indianapolis, Indiana.
- (1) Lot Number three (3) in Morgan's West Indianapolis Addition, now in the City of Indianapolis, the plat of which is recorded in Plat Book 10, Page 132, in the Office of the Recorder of Marion County, Indiana. ALSO KNOWN as 17 1/2 HELLER STREET, in the City of Indianapolis, Indiana;
- (1) Thirty (30) feet by parallel line off of the entire west end of Lot No. 7, in Kingman and Stevenson's Subdivision, an Addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 7, Page 55, in the Office of the Recorder of Marion County, Indiana. ALSO KNOWN as 1045 WEST OHIO STREET, in the City of Indianapolis, Indiana;

1628-597

enter of the
er, by order of
diams, entered

3. FULLY ENTERED
FOR TAXATION

AUG 6 1944

Ray T. Lewis
TAX OFFICER

a Tenants in

in the State of

and Cagood's
in the City
recorded in
the Recorder
to 1351 WEST
the City of

's Subdivision of
Indianapolis, the
152, in the office
SO FURN as 1014-36
, Indiana.

Indianapolis
in, the plat
Page 130, in the
7, Indiana,
the City of

of the entire
Storverson's
of Indianapolis,
Book 7, Page 55,
in County,
Indiana, in the

598

Parcel (a)

66.25 feet by parallel lines off the entire west end of the north half of Lot 39 in McCarty's Subdivision of Out Lots 118 & 119, an Addition to the City of Indianapolis, Indiana, as per plat thereof recorded in Plat Book 1, page 253, in the Office of the Recorder of Marion County, Indiana. ALSO KNOWN as 1025 Union Street, in the City of Indianapolis, Indiana. Also 5 ft. west of and adjoining above described realty, being a part of Union Street, heretofore vacated, as shown in Town Lot Record 26, page 25.

(a) 66.25 feet by parallel lines off the entire west end of the south half of Lot 39 in McCarty's Subdivision of Out Lots 118 & 119, an Addition to the City of Indianapolis, Indiana, as per plat thereof recorded in Plat Book 1, page 253, in the Office of the Recorder of Marion County, Indiana. ALSO KNOWN as 1025 Union Street in the City of Indianapolis, Indiana. Also 5 ft. west of and adjoining above described realty, being a part of Union Street, heretofore vacated, as shown in Town Lot Record 26, page 25.

(c) A part of Lot seven (7) in Klayton and Storverson's Subdivision, an Addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 7, Page 55, in the Office of the Recorder of Marion County, Indiana, more particularly described as follows: BEGINNING at a point on the south line of said Lot No. 7, 59.0 feet measured easterly from the southeast corner of said Lot 7, running thence in a northerly direction and parallel to the west line of said Lot No. 7, a distance of 107.50 feet to a point on the north line of said Lot No. 7; thence east on and along the north line of said Lot No. 7 a distance of 31.0 feet to a point; thence south and parallel to the west line of said Lot No. 7 a distance of 99.65 feet to a point on the south line of said Lot No. 7; thence in a westerly direction on and along the south line of said Lot No. 7, a distance of 31.0 feet to the point of place of beginning. ALSO KNOWN as 1404 WEST CHIEF Street, in the City of Indianapolis, Indiana.

(p) A part of Lot No. 7, in Klayton and Storverson's Subdivision, an Addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 7, Page 55, in the Office of the Recorder of Marion County, Indiana, more particularly described as follows: BEGINNING at a point, said point being 30 feet easterly measured from the southwest corner of said Lot No. 7; running thence south and parallel to the west line of said Lot No. 7 a distance of 107.50 feet to a point on the north line of said Lot No. 7; thence east on and along the north line of said Lot No. 7, a distance of 31.0 feet to a point; thence in a southeasterly direction and parallel to the west line of said Lot No. 7; thence in a westerly direction on and along the south line of said Lot No. 7 a distance of 99.65 feet to the point of place of beginning. ALSO KNOWN as 1404 WEST CHIEF Street, in the City of Indianapolis, Indiana.

Parcel (q) A part of Lot # 491 in McCarty's 11th Addition, as recorded in Plat Book 9, Page # 189 in the Office of the Recorder of Marion County, Indiana, more particularly described as follows, to-wit: Beginning at the southwest corner of said Lot # 491 and running thence north on and along the west line of said lot a distance of 61.00 feet to a point; thence in a northeasterly direction a distance of 43.50 feet to a point on the east line of said Lot 491, said point being 92.0 feet north of the southeast corner of said Lot 491; running thence south on and along the east line of said lot a distance of 91.0 feet to a point, said point being the southeast corner of said Lot 491; thence west on and along the south line of said Lot 491; a distance of 116.0 feet to the point or place of beginning. ALSO KNOWN as 1866 WEST RAY STREET, in the City of Indianapolis, Indiana.

Subject to the taxes due and payable in November, 1966, and thereafter.

IN WITNESS WHEREOF, the said MAX M. FARB, Executor as aforesaid, has hereunto set his hand and seal this 2nd day of AUGUST, 1966.

Max M. Farb, Executor
MAX M. FARB, Executor of the Estate of Henry Friedman, Deceased.

STATE OF INDIANA |
 |SS:
COUNTY OF MARION |

Before me, the undersigned, a Notary Public in and for said County and State this 2nd day of AUGUST, 1966 personally appeared the above Max M. Farb, Executor, and acknowledged the execution of the above conveyance to be his voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My commission expires:
JANUARY 5, 1967.

William J. Day
Notary Public, State of Indiana

APPROVED IN OPEN COURT this 2nd day of AUGUST, 1966.

Leon J. Miller
JUDGE of the PROBATE COURT of Marion County, Indiana

3.00
1966