WARRANTY DEED

Project

I-70-3(52)77

note

Code Parcel

0536 606

MARION County, in the	State of INDIANA		Convey and Warrant
he STATE OF INDIANA for and in consider	deration of Two THOMSA	no Six H	HUNDRED AN
NO/100 -		(\$2600 Dollar
ne receipt whereof is hereby acknowledged, the county in the State of Indiana, to wit:	he following described Real Estat		7 20
LOT 92 IN McKERNAN AND PIERCE	s SUBDIVISION OF PART O	F OUT LOT 121 0	F THE DONATION
ANDS OF THE CITY OF INDIANAPOLIS,	, THE PLAT OF WHICH IS RE	CORDED IN PLAT	BOOK 2, PAGE 94,
N THE OFFICE OF THE RECORDER OF M	MARION COUNTY, INDIANA.	1	
TOGETHER WITH THE PERMANENT E	EXTINGUISHMENT OF ALL RIG	HTS AND EASEMEN	TS OF INGRESS AN
GRESS TO, FROM, AND ACROSS THE AB		12000	
EAL ESTATE WHICH IS NOT UTILIZED			
ROJECT.		Euros Ar	- Trues
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		his	PORD
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2 2 18 C WILLO		/ money or	SS WAR
4 July 4 July 198			PH SYR
19 S T 19 S			75 CO.
TAX S S	142 d by Varrant To: 142	23682	
56 = 3 = Pa1	A Ny Warment Wo 142	3681	
2 J 38	ed 6-24-	7-	
, Date	.eu	101	
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	Juste	en St	tale Ngh
		71	1, +0
	11	unit, All Mi	
	10	o 1. x	ener
	10	0 11. X	ener ·
and and improvements \$ 2600			
The grantor shall clear and convey free of	, Damages \$ \cdot 0 \cdot \delta \	.: Total consideration	152600 [©]
and and improvements \$ 2600 The grantor shall clear and convey free of ances of any kind or character on, in and un it is understood between the parties beget	, Damages \$ \(\sigma \) \(\sigma \) all leases, licenses, or other interender said land as conveyed.	.: Total consideration	n \$ 2 6 00 [©] uitable, and all encun
The grantor shall clear and convey free of ances of any kind or character on, in and un It is understood between the parties hereto th the land, that all lands hereinbefore descriptions.	all leases, licenses, or other interender said land as conveyed. o, and their successors in title, an oribed (excepting any parcels spec	:: Total consideration ists both legal and eq d made a covenant ifically designated as	n \$ 2 6 00 © uitable, and all encun herein which shall ru s easements or as ten
The grantor shall clear and convey free of ances of any kind or character on, in and un It is understood between the parties hereto	all leases, licenses, or other intereder said land as conveyed. o, and their successors in title, and their successors in title, and their successors in title, and ribed (excepting any parcels specified and not merely for right of was	:: Total consideration ists both legal and eq d made a covenant ifically designated as	n \$ 2 6 00 © uitable, and all encun herein which shall ru s easements or as ten
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The grantor shall clear and convey free of ances of any kind or character on, in and un It is understood between the parties hereto the the land, that all lands hereinbefore descrary rights of way) are conveyed in fee simple that soever are intended to remain in the grant	all leases, licenses, or other interender said land as conveyed. o, and their successors in title, and ribed (excepting any parcels specified and not merely for right of way tor(s). CEANTOR , this ZZ D day (Seal)	Total consideration ists both legal and equivalent and a covenant diffically designated as purposes, and that	n \$ 2 6 00 en uitable, and all encum herein which shall ru seasements or as tem no reversionary right (Seal

36448

75.

STATE OF INDIANA,				County, ss:
Before me, the unde	rsigned, a Notary Pub	olic in and for said County and	State, this	
day of	2000 - 2003	, A. D. 19; personal	ly appeared the within named	
			in the above convey	
edged the same to b	l have herei	voluntary act and deed, for the unto subscribed my name and c	e uses and purposes herein menti affixed my official seal.	ioned.
My Commission ex	pires	マカンスタガス		Notary Publ
and desired	o Ti His	The Therene		
STATE OF INDIANA,.				County, ss:
Before me, the unde	rsigned, a Notary Pub	dic in and for said County and	State, this	
			ly appeared the within named	
			in the above convey	
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ragea the same to b	I have herei	unto subscribed my name and o	affixed my official seal.	oneu.
My Commission ex	pires			Notary Publ
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STATE OF INDIANA,	PIAKION	»	State, this 27 ND	County, ss:
device me, the under	rsignea, a Notary Pub	A D 1075 : parsonal	ly appeared the within named	Mark to so
DAVID	Puron +	POULT MALE	iy appeared the within hames	84. T35. T
			in the above conve	
edged the same to h	e h13	voluntary act and deed for the	uses and purposes herein menti	ioned.
	I have hereu	unto subscribed my name and o	Jorn D. Texas	11
My Commission ex	pires DANARY	7,1716	Clark Direct	Notary Publ
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		(Seal)	A LA AC	(Sea
State of		,		
		\ s.c.:		
County of)		
Personally appe	eared before me			
		above named and du	aly acknowledged the execution of	of the above relea
				of the above releas
the	day of	, 19		
Witness my ha	nd and official seal.	con	2600	
My Commission ex	pires			
			Notary Public	
1 1 1		and	County	5
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FROM	6 P	his	ABI	Land A Highway
WARRANTY	ш	eived for record this of corded in Book No	dorsed NOT TAXABLE this	0 0
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Aaral 606

QUITCLAIM DEED

THIS INDENTURE WITNESSETH that the State of Indiana, in consideration of the sum of One Thousand Six Hundred Fifty Dollars (\$1,650.00), the receipt of which is hereby acknowledged, hereby quitclaims to Waymon Clark and Jessie May Clark, of Marion County, Indiana, the following described real estate situated in Marion County, State of Indiana, to wit:

PROJECT I-70-3(52)77

PARCELS 593 THRU 606 INCLUSIVE AND PARCEL 619

A part of Lots 84 thru 92 inclusive in McKernan and Pierce's Subdivision of the middle part of Out Lot 121 in the City of Indianapolis, as per plat thereof recorded in Plat Book 2, page 94, in the Office of the Recorder of Marion County, Indiana, described as follows:

Beginning at the northeast corner of said Lot 92; thence South 0°-28'-15" E 270.00 feet along the east line of said lots to the southeast corner of said Lot 84; thence North 88°-15'-45" W 80.00 feet along the south line of said Lot 84 to the east boundary of I-70; thence N 0°-28'-15" W 270.00 feet along the boundary of said I-70 to the north line of said Lot 92; thence South 88°-15'-45" East 80.00 feet along the north line of said Lot 92 to the point of beginning and containing 21,584 square feet or 0.496 acres, more or less.

Also, a part of Lots 79 thru 83 inclusive in McKernan and Pierce's Subdivision of the middle part of Out Lot 121 in the City of Indianapolis, as per plat thereof, Recorded in Plat Book 2, page 94, in the Office of the Recorder of Marion County, Indiana, described as follows:

Beginning at the northeast corner of said Lot 83; thence South 0°-28'-15" East 135.00 feet; thence North 88°-15'-45" West 90.00 feet to the west line of said Lot 79; thence N 0°-28'-15" W 15.00 feet along said west line to the northwest corner of said Lot 79; thence North 18°-10'-29" East 31.26 to the north line of said Lot 80; thence North 0°-28'-15" West 90.00 feet to the north line of said Lot 83; thence South 88°-15'-45" East 80.00 feet along said north line to the point of beginning and containing 11,092 square feet or 0.255 acres, more or less.

Excepting and reserving unto the State of Indiana any and all rights of Ingress to and Egress from the land herein conveyed over and across the following described line; Beginning at the northwest corner of Lot 92 in McKernan and Pierce's Subdivision of part of Out Lot 121 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 2, page 94, in the Office of the Recorder of Marion County, Indiana, said corner being on the north boundary of I-70; thence South 88 degrees 15 minutes 45 seconds East 10.00 feet along the north line of said lot and the boundary of said I-70; thence South 0 degrees 28 minutes 15 seconds East 372.00 feet along said boundary to the south line of Lot 81 in said subdivision; thence South 18 degrees 10 minutes 29 seconds West 31.26 feet along said boundary to the terminus. It is the purpose of this exception and reservation to provide that no easement of access shall attach or be appurtenant to the real estate herein conveyed by reason of the fact that the same abuts upon I-70, a limited access facility.

WHEREAS, the fee simple title to the real estate hereinabove described was acquired by the State of Indiana through the Indiana Department of Highways in the acquisition of real estate for Project I-70-3(52)77, and properly recorded in the Office of the Recorder of Marion County, State of Indiana; and

Page 1 of 3 Pages

The manifest of

WHEREAS, the Indiana Department of Highways, by Order of the Director, has determined that the above described real estate will not be needed for highway purpose or purposes incidental thereto within a reasonable time in the future; and

WHEREAS, the requestor has paid the full purchase price.

NOW THEREFORE this Quitclaim Deed is executed by the State of Indiana in conformity with the I.C. 8-13-2-7.

IN WITNESS THEREOF, the State of Indiana has hereunto set its hand by the Governor of the State of Indiana, attested to by the Auditor of the State of Indiana and attached the Corporate Seal of the State of Indiana, Quyut 2nd 1985.



STATE OF INDIANA

JOHN DUTZ Lt. Governor acting in behalf of ROBERT D. ORR Governor

ATTEST:

Otis E. Cox, Auditor

State of Indiana

Approved as to form and legality by:

inley E Pearson Attorney Coneral

Zinley E. Pearson, Attorney General

J. Gordon Gibbs, Chief Council-Departments

State of Indiana

This Instrument Prepared By:

John W. Brossart, Chief Division of Land Acquisition STATE OF INDIANA)

COUNTY OF MARION)

appeared this of day of Cagnat, 1985, JOHN MUTZ Lt. Governor acting in behalf of ROBERT D. ORR Governor he being thereunto duly authorized, and acknowledged the execution of the foregoing Quitclaim Deed for and on behalf of the State of Indiana.

Witness my hand and seal.

Notary Public GARNAGPRICE

My Commission Expires: 8-7-87

County of Residence: Marion

STATE OF INDIANA)

(COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County, personally appeared this day of light, 1985, Otis E. Cox, Auditor of State, he being thereunto duly authorized, and acknowledged the execution of the foregoing Quitclaim Deed for and on behalf of the State of Indiana.

Witness my hand and seal.

My Commission Expires: 1-19-87

County of Residence: MULIN

Notary Public

0536

INDIANA STATE HIGHWAY COMMISSION

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

July	1 1975
ty Treasurer Building s, Indiana	
following vouchers:	6-24- 19.75 smittal #75-787
Description	Amount
r taxes due in Marion	
	\$13.03
By Moulder	
	ty Treasurer Building s, Indiana Warrant No. 1423682 following vouchers: Trans Description ol Avenue Indiana al Estate Tares State Ros r taxes due marion I-70-3 (52) as per Grant/Warran

0536

INDIANA STATE HIGHWAY COMMISSION

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

Ju	ly 1 19 75
To David Purdy 3625 N. Kenwood Indianapolis, Indiana 46208	
GENTLEMEN:	
We enclose State Warrant No. 1423681 in settlement of the following vouchers:	6-24- 19 75 mittal #75-787
Description	Amount
For Purchase of R/W on State Road No inMarion County, Project I=70=3 (52) Parcel No 606 as per Grant/Warrant Deed, Dated 5=22=75	-
	\$2,300.97
PLEASE RECEIPT AND RETURN (Do	
Payment Received: By David Cura Date July 8, 197	25

GENTLEMEN:

INDIANA STATE HIGHWAY COMMISSION

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

ON	0	V
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6.	-9	-	1	97	5

To DAVID PURDY 821 SO. CAPITOL AVENUE INDIANAPOLIS, INDIANA 46225

Description	Amour	nt
For RELOCATION (ONLY) on State Road No inMARION County, ProjectI-70-3 (52) Parcel No606 as per Grant/Warranty Deed, Dated4-30-75		
De Joseph	50.	00

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By David Pundy Date 9-4-75

CERTIFICATE OF REVIEW APPRAISER AND CONCLUSION OF FAIR MARKET VALUE

Indiana State Highway Commission - Division of Land Acquisition

Project 1-70-3-52 R	oad I-70 Coun	ty MAR,	0wner	DAVID	PYROY	Parcel #_60	6
Lst APPRAISAL 2nd APPRAISAL 3rd APPRAISAL 4th APPRAISAL REVIEWER'S							
APPRAISER	ALLISON	ZIIU AFFRA	LSAL SIG AFI	FRAISAL H	CH APPRAISA	VALUE IF	-
FEE (F), STAFF (S),	5					FROM	
OWNER (O) DATE OF APPRAISAL	2-26-75					APPRAISAL	
BEFORE VALUE	2,600-					1	1
AFTER VALUE	-						
DIFFERENCE	2,600						
LAND &/OR IMPROVEMENTS	2,600-						
LOSS IN VALUE TO REMAINDER							
ESTIMATED COMPENSATION (DUE PROPERTY OWNER)	2,600-						
NON-COMPENSABLE ITEM	0						
CHECK () IF APPROVED AS IS	1						
REVIEWERS COMMENTS AND/OR	R CORRELATION	(SEE A	ATTACHED SHE	EET)			
I have inspected the comparables used in the appraisal (s). I also certify that I have no direct or indirect present or contemplated future personal interest in the subject property or in any benefit from its acquisition; and that my estimate of fair market value has been reached independently, based on appraisals and other factual data of record without collaboration or direction. Items compensable under State law, but not eligible for Federal reimbursement, if any, are set out in this review. It is my understanding that the value estimate may be used in connection with a Federal-Aid highway project. I estimate the fair market value of the part taken, plus loss in value to the remainder (if any), as of 2-26-75 is \$ 2,600 DATE 4-16-75 SIGNED without plants DATE SIGNED 1st REVIEW APPRAISER 2nd REVIEW APPRAISER DATE APPROVED CHIEF REVIEW APPRAISER							
APPROVED APPRAISAL AMT.	FOR 2,700 S (AREA SIZE	F. I	REQUIRED R/W	1 \$ <u>2</u>	600		
APPROVED APPRAISAL AMT.	FOR (AREA SIZE		EXCESS LAND	\$			
T certify that the above tabulation contains all appraisals made and no changes or alterations have been made therein since the reviewer's determination of value was established, except as documented above, and with the knowledge of the original reviewer. This certification is prepared and submitted in accordance with Federal Highway Administration PPM-80-1, Section 5, Paragraph 3c. SIGNED: ASSISTANT CHIEF APPRAISER INDIANA STATE HIGHWAY COMMISSION							
HISTORIC DATA							
APPRAISER'S NAME	APPRAISED AMO	DATE OF DUNT APPRAIS 2 35 37	AL APPR RE	EVIEW FOR	BUILDINGS	PROPERTY L.A. USE CODE 56 75	79
LARRY ALLISON	000260	000022	675 02 26	750,00	190000	RESD 0536	7.1

BR-1

INDIANA STATE HIGHWAY COMMISSION Land Acquisition Division (Rev. 11-74) PROJECT NO. I - 70-3(52) MARION PARCEL NO. 606 COUNTY DAVID PURDY 821 South Capital Are. Indagolis NAME & ADDRESS OF OWNER NAME & ADDRESS OF PERSON CONTACTED (List other interested parties on reverse side including nature of their interest) DATE ASSIGNED 4-21-75 DATE OF CONTACT TIME OF CONTACT NA NA OFFER \$2600 00 TYPE OF CONTACT: NA)-PERSONAL VISIT, NA)-TELEPHONE CALL Write, YES, NO or NA (for Not Applicable), as appropriate, in each numbered blank space: Secured driveway Right-of-Entry? WA Checked Abstract with owner? 12. Sent Daily Notice to Relocation Any affidavits taken? Section? Any mortgage(s)? 3. Any other liens, judgements, etc.? LEFT FOLLOWING PAPERS WITH OWNERS: Showed plans? Explained take? Written offer? 14. 5. Retention Letter? Explained about retentions? 15. 6. Statement of Just Compensation? 16. Any major item retained? 7. Tax memo (interim period)? Any minor items retained? 17. 8. Receipt of Deed? 18. Walked over property? 9. Copy of Deed? Arranged for owner to pay taxes? 19. 10. Private appraisal letter? 20. 11. Secured Right-of-Entry? Brochure, "Relocation & You"? with regard to item # 6 in Sched unable now secured. Status of Parcel: (X)-Secured, ()-Condemned, ()-Other (Explain): Distribution Made Weekly Summary Parcel Attorney Other, Specify

DU-1	UYER'S REPORT
INDIANA STATE HIGHWAY COMMISSION	
Land Acquisition Division (Rev. 11-74)	PROJECT NO. $I - 70 - 3(52)$
COUNTY MARION	PARCEL NO. 606
NAME & ADDRESS OF OWNER DAVID 1	PURDY, 821 J. CAPITOL AVE., INDRES.
IND.	PHONE 631- 4305
NAME & ADDRESS OF PERSON CONTACTED ABOV	IE AND HIS MOTHER, MRS. LOIS PURDY, AT
(List other interested parties on revo	PHONE 924-2197 erse side including nature of their interest)
DATE ASSIGNED 4-21-75 DATE OF CONTA	ACT 5-22-75 TIME OF CONTACT 10:30 A.M.
OFFER \$2600 TYPE OF CONT. Write, YES, NO or NA (for Not Applicable	ACT: (X)-PERSONAL VISIT, ()-TELEPHONE CALL), as appropriate, in each numbered blank space:
1. NA Checked Abstract with owner	? 12. NA Secured driveway Right-of-Entry
2Any affidavits taken?	
3. Any mortgage(s)?	Section?
4. Any other liens, judgements	, etc.? LEFT FOLLOWING PAPERS WITH OWNERS:
5. Showed plans? Explained ta	ke? 14. Written offer?
6. Explained about retentions?	
7. Any major item retained?	16 Statement of Just Compensation
8. Any minor items retained?	17. YES Tax memo (interim period)?
9. Walked over property?	18. YES Receipt of Deed?
10. YES Arranged for owner to pay t	
11. NA Secured Right-of-Entry?	20. NA Private appraisal letter?
ii. My becard ingite of more	21. Brochure, "Relocation & You"?
REMARKS: I met with the above	and he fold me that he would
sell to the state. He sign	red the Deed and Voucher and
I gave him a fax meno.	a copy of and receipt for the
Deed. The taxes will be	e paid by voucher (November Only)
He gave we the paid fax rec	eight for May.
Status of Parcel: (X)-Secured, ()-Cond	demned, ()-Other (Explain):
Distribution Made	- / \
(Y Parcel (Y Weekly Summary	
Owner (Attorney	Je & Tenveller
() Other Specify	(Signatura)

?

wante

weeks

Status of Parcel: ()-Secured, ()-Condemned, (X)-Other (Explain): Distribution Made

Parcel Owner

Weekly Summary Attorney Other, Specify Signature)

. W. W. . INTERIM CERTIFICATE OF TITLE

Pioneer National Title Insurance Company 155 E. MARKET STREET, INDIANAPOLIS, INDIANA 46204

	PROJECT		COUNTY		PNTIC #
	I-70-	3 (52)		Marion	74-7548-s
e on Plan					
	Owner_DAVID PUR	RDY			
	NEER NATIONAL deration of premium,				
from_(deration of premium October 8, 1974 no changes as to the r	eal estate descri	to and including_ ibed under PNTIC	May 27, 1975 # 74-7548-G	8A.M. L/C except:
1. Tax	es for 19 74 payable blicate # 5336972	Parcel #	1020081 Town	nship I-Center	Code # 1-01
May	y \$ 13.03 es for 1975 payable	(paid) (t	inpaid); November	of David Purd	(paid) (unpaid)
Ass	sessed Valuatio	on:		Exemptions:	None
Lai	nd: \$260.00	Improveme	nts: None	Exemperons:	Molic
IN '	WITNESS WHERE	OF, PIONEER	NATIONAL TIT	LE INSURANCE	COMPANY has
caused	its corporate name ar	nd seal to be he	reto affixed by its	duly authorized offi	cers.
ATT	TEST:	PIONI	EER NATIONAL	L TITLE INSURA	NCE COMPANY
11	20.111		Q,	+ N. Deveno	+
4.12	? anifff		Moon		
Assistar	nt Vice President			Vice President	
	ntersigned and valida	THE RESERVE OF THE PARTY OF THE	0-1	June	, 19 75 .

GUARANTY OF TITLE

Pioneer National Title Insurance Company

155 E. MARKET STREET, INDIANAPOLIS, INDIANA 46204

	PROJECT	COUNTY		PNTIC #
	I-70-3 (5)	2)	Marion	74-7548-G
mes or				
unes or	1 Iano			
	PIONEER NATIONAL TITLE	E INSURANCE CO	MPANY, a Californ	ia corporation.
	consideration of premium paid, he	reby guarantees that		
tne	day of	OCCODET	, 19,	OR.M.
	DAV	ID PURDY		
	the Record Owner or Owners of he Public Record for a twenty-ye			
and	that said search disclosed no de	fects or liens or encu		
tho	se shown in or referred to in Sch			
	This Guaranty is issued for the	use and benefit of th	LAND ACQUISIT	ana DIVISION OF
	The maximum liability of the unc	dersigned under this	Guaranty is limited t	o the sum of \$5,000.00.
	IN WITNESS WHEREOF, PIC sed its corporate name and seal			
	ATTEST:	PIONEER NATI	ONAL TITLE INS	URANCE COMPANY
	1120 111			
/	4.12 aniff		Robert N. D	
	Assistant Vice President			
			Vice Presid	ent
		ned and validated as	of the 17th day	of Oct., 19 74
	Countersign	ica ana vandatea as		
	Countersign	ned and vandated as	0.	00.
	Countersign	and vandaved as	Arthoriza	Price
	Countersign	and vandaved as	Aprilioriza	Prices of Signatory
	Countersign		JOSE L. DICE	ed Signatory CN, TITLE OFFICER
Th	Countersign	SCHEDULE	JOSE L. DICE	ed Signatory EN, TITLE OFFICER Marion in the

The Record Owner or Owners disclosed above acquired title by

Warranty deed from Dorothy Porter, an unmarried adult, dated December 9, 1966 recorded December 12, 1966 as instrument #66-62393 in the Office of the Recorder of Marion County, Indiana.

U.S.R.-\$1.10

Marion County, Indiana.

Pioneer National Title Insurance Company Guaranty Number 74-7548-G/C nor disclose: 1. the rights of parties in possession

SCHEDULE "B"

This certificate is a guarantee of Record Ownership only and as such does not purport to cover

- 2. matters that might be disclosed by an accurate survey
- 3. statutory liens for labor or materials unless filed of record
- 4. 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.

- 5. Taxes for 19 73 payable 19 74 in name of <u>David Purdy</u>
 Duplicate # 4333882 Parcel # 1020081 Township I-Center Code #1-01
 May \$ 12.98 (paid) (unpaid); November \$ 12.98 (paid) (unpaid)
 Taxes for 19 4 payable 1975 now a lien., in name of David Purdy. Assessed Valuation: Land: \$260.00 Improvements: None Exemptions: \$None
- 6. Record Title was acquired by John Porter and Dorothy Porter, husband and wife, by deed dated February 1, 1962 and recorded in Deed Record 1909 as instrument #10956. It should be shown that they were husband and wife continuously from the date of said deed until the death intestate of John Porter on (which date should be on or before December 12, 1966) and that the total estate of John Porter, including interest in joint property and the proceeds of life insurance, did not exceed \$60,000.00 and was now subject to Federal Estate Tax.

