

### WARRANTY DEED

Project 1-70-3(52)77 Code 0536

Parcel 322

This Indenture Witnesseth, That

ED BREATHMAN-NORA BREATHMAN- adult Husband dud wife

MARION County, in the State of INDIANA

Convey and Warrant to

the STATE OF INDIANA for and in consideration of

SIX THOUSAND-

600 Dollars.

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

LOTS NUMBERED 14 AND 15 IN MCKERNAN & PIERCE'S SUBDIVISION OF A PART OF OUT LOT 128 IN THE CITY OF INDIANAPOLIS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 136, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

TOGETHER WITH THE PERMANENT EXTINGUISHMENT OF ALL RIGHTS AND EASEMENTS OF INGRESS AND EGRESS TO, FROM, AND ACROSS THE ABOVE DESCRIBED REAL ESTATE, EXCEPTING ON ANY PART OF SAID REAL ESTATE WHICH IS NOT UTILIZED IN THE LIMITED ACCESS PORTION OF THE ABOVE DESIGNATED PROJECT.







Paid by Warrant No. A-166733 Dated \_\_\_\_\_8-1119-67

Attorney

Land and improvements \$ 6000 Total consideration \$ 6000 ; Damages \$ .....

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

In Witness Whereof, the said GP			
hav Ehereunto set The sphand and seal,	this 28th	day of June	1967
FOR TAXATION	(Seal)		(Seal)
	(Seal) Ed	Brethma	(Seal)
083243 44625 187	(Seal) ED	BRETHMAN-as	but husband seal)
	(Seal) no	A BRETHMAN- as	and (Seal)
John T. Sutton	(Seal) NOB	+ BRETHMAN-a	lut Wale (Seal)
			- IMA
JAF 4-20-67 COUNTY AUDITOR	_ This Instrument Pre	pared by John W. Br	assert will

Refore me, the undersigned, a Notary Public in and for said County and State, this.  Notary Public in and for said County and papeared the within named.  Notary Public in and for said County and State, this.  Notary Public in and f	STATE OF INDIANA,	***************************************	County, ss:
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South State of Indiana.  MANABER OF INDIANA.  MANAB			
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## INDIANA STATE HIGHWAY COMMISSION

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

October 20, 1967 19

GENTLEMEN:  We enclose State Warrant No.  A 17 6077  in settlement of the following vouchers:	68-147	19_
Description	Amou	nt
For Relocation expense on State Road  No. 49 in Marion  County, Project I-70-3(52)  Parcel No. 322 as per Grant/Warranty  Deed, Dated September 13, 1967	208.	000
PLEASE RECEIPT AND RETURN (Do not Payment Received: By Nova Breth		

#### INDIANA STATE HIGHWAY COMMISSION

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

	August 1	8, 1967	19
Ed & Nora Brethman To 824 S. Missouri Street Indianapolis, Indiana			
GENTLEMEN:  We enclose State Warrant No. Amin settlement of the following voucher Transmi	·166733 ers: .ttal #68~		8-11 19 6
Description			Amount
For Puechase o  No. I-70 in Marion  County, Project I-70-3 (52)  Parcel No. 322 as per Gr  Deed, Dated 6-28-67  322	)		\$6000.00
PLEASE RECEIPT AND R Payment Received: By ma,	nova	Bret	hmare

APPRAISAL REVIEW FORM

Division of Land Acquisition Indiana State Highway Commission

Project I-70 3 (52)

Parcel No. 322

Road I-70

County Marion

Owner Ed + Nora Brethman

Address 824 5, M. 150uri

Address of Appraised Property:

M, ssour

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.
- 2. Planning and Detail Maps were supplied appraisers.
- 3. The three approaches required (Income, Market Data, and Cost Replacement) were considered.
- 4. Necessary photos are enclosed.
- 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.
- 6. Plats drawn by the appraisers are attached.
- 7. I have personally inspected the Plans.
- 8. I have personally inspected the site and familiarized myself with the parcel on...
- The computations of this parcel have been checked and reviewed.
- The appraiser has complied with the Indiana State Highway Commission instructional outline and/or good appraisal practices.

Yes Yes 5-16-67 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 May 16, 1967

- (a) The fair market value of the entire property before the taking is:
- (b) The fair market value of the property after the taking, assuming the completion of the improvement is:

The Total Value of Taking Is:
(a minus b) TOTAL

- (1) Land and/or improvements
- (2) Damages
- (3) Less non-compensable items
- (4) Estimated Total Compensation

Estimate of Appraisers:					
By: Perrine	By:	Approved By Reviewer			
\$5,300	\$	\$ 6,000			
\$ -0-	\$	s - o -			
\$ 5,300	\$	\$6,000			
\$5,300	\$	\$ 6 600			
\$-0-	\$	\$ -0-			
\$ -0-	\$	\$ -0-			
\$6,000	\$	\$6,000			

Approved	Date	Signed
Rev. Appr.	5-16-67	Phillip HI Vork
Asst. or Chief Appr.	6/1/67	Fully chling

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

INDIANA STAT HIGHWAY COMMISSION Land Acquisition Division

PROJECT NO. / 70-3(50)
BUYER'S REPORT NUMBER: 2 COUNTY Marion PARCEL NO. 322
NAME & ADDRESS OF OWNER El Britting
824- S. Missoiri SV PHONE # 634-4744
NAME & ADDRESS OF PERSON CONTACTED
PHONE #
(List other interested parties on reverse side including nature of their interest)
DATE ASSIGNED 6-9-67 DATE OF CONTACT June 28-67
OFFER \$ 6000 TIME OF CONTACT 5:30 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?
Was 180 Day Notice Letter delivered or mailed to all parties? Waivers, were any secured? 15. Filled out RAAP Form?
REMARKS: That the Owners at this home and explande
the probleme of buying their property.
Care them 186 day letter with offer! Signed
dud and vouchie that were newson mis
Britaman will pay 678 taxes and buyar
promise we project to the purpose
wir prop up surper former gamenty
coping. Owners were very cooperation
Status of Parcel: ( )- Secured, ( )- Bought, awaiting mortgage release, ( )- Condemned
( ) Other, awaiting what? Tax Reupt
Distribution Made
(1) Parcel (1) Weekly Summary (1) Owner (-) Other, Specify
(Signature)

INDIANA STATE HIGHWAY COMMISSION Land Acquisition Division

	PROJECT NO. 770-3(52)
BUYER'S REPORT NUMBER: / COUNTY Marion	PARCEL NO. 322
NAME & ADDRESS OF OWNER & Brothman	
1 1 1 1	PHONE # 634 - 4744
NAME & ADDRESS OF PERSON CONTACTED Than Buthus	m
	PHONE #
(List other interested parties on reverse side including na	
DATE ASSIGNED 6-9-67 DATE OF CONTACT	June 29-67
OFFER \$ 6000 TIME OF CONTACT	3:00 PM.
Write YES, NO, or NA (for Not Applicable), as appropriate, in Checked abstract with owner? 2. Any affidations Any mortgage(s)? 4. Any other liens, judget Showed plans, explained take, made offer, etc.?	vits taken?
<ol> <li>Explained about retention of buildings, etc.?</li> </ol>	Any being retained?
8. Walked over property with owner? (or with whom? 9. Arranged for owner to pay taxes? (Explain how in re	emarks)
10 Secured Right of Entry? 11. Secured Drivew	ay Right of Entry?
12. Was Chapter 316, Acts of 1967 Indiana General Assem 13. Was 180 Day Notice Letter delivered or mailed to all	bly, explained? 1 parties?
14. Waivers, were any secured? 15. Filled out	RAAP Form?
REMARKS: Called and muche appar	to finite
Mora Brithmun In Wed- Eren	
	/
Her Kusband looks during	day.
	gage release, ( )- Condemned
( ) Other, awaiting what? (poundment)	
Distribution Made	
(1) Parcel (1) Weekly Summary (1) Owner (2) Other Specify	10, m
	(Signature)

Pa 322 INTERIM CERTIFICATE OF TITLE

# Pioneer National Title Insurance Company

Union Title Division

S.R.	PROJECT	COUNTY	
I-70	1-70-3 (52)	Marion	66-13862-S
Name on Pla			
Name of Fee	Owner Ed Brethman and No	ra Brethman, husband and wife	
#1. Ta	al Indiana Office in the City of Insearch of the records from Inly 7, 1967, 8 A.M. re 66-13862-O except:  xes for 19 66 payable 1967 in payable # 7025940 Parcel	SURANCE COMPANY, a California dianapolis, in consideration of premium November 7, 1966, 8 A.M. veals no changes as to the real estate desame of Ed and Nora Brethman 1006145 Township I-Center 1006145; November \$ 31.11 v a lien.	to and including

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

ATTEST:

PIONEER NATIONAL TITLE INSURANCE COMPANY

Ray E. Sweat
Assistant Secretary

Vice President

Walter a. Mc Lean

Countersigned and validated as of the 12th day of July

19 67

Authorized Signatory
RALPH W. FRAKER, Attorney

**GUARANTY OF TITLE** 

# Pioneer National Title Insurance Company

Union Title Division

S.R.	PROJECT	COUNTY	PNTIC #
I 70	I 70-3 (52)	Marion	67-2669-0
lames on Plan	Ed & Nora Bredt	thman	
principal	Indiana Office in the City of I	NSURANCE COMPANY, a Californ Indianapolis, in consideration of premit day ofApril	
	Ed Brethman and husband and wif	i Nora Brethman, fe	
	824 S. Missouri Indianapolis, 1		
of the Pu	iblic Record for a twenty-year	property described in Schedule "A" a period immediately prior to the effectives is or liens or encumbrances in the title ale "B".	e date of this Guaranty,
This	Guaranty is issued for the use	and benefit of the State of Indiana.	
The n	naximum liability of the unders	igned under this Guaranty is limited	to the sum of \$5,000.00.
		EER NATIONAL TITLE INSURA be hereto affixed by its duly authorized	
ATTI	EST: PI	IONEER NATIONAL TITLE INS	URANCE COMPANY
Dune	Lighton	al # 1	5,0
Assist	tant Secretary	Walker a.	Mc Kean
		Vice Presid	ent
	Countersigned a	and validated as of the 18 day	of April ,19 67
			d Signatory  I. Fraker
		SCHEDULE "A"	,
The prop State of	perty covered by this Guarant Indiana and is described as follo	y is situated in the County ofMs	in the
	of Out Lot 128 thereof, record	ernan and Pierce's Subdivi in the City of Indianapol ded in Plat Book 2, page 1 Recorder of Marion County,	is, as per plat

The Record Owner or Owners disclosed above acquired title by

Deed from General Property Corporation dated April 22, 1955, recorded May 13, 1955 in Deed Record 1572, Inst. #34773. (U.S.R. \$1.10)

Pioneer National Title Insurance Company

Union Title Division

Guaranty Number 67-2669-0

#### SCHEDULE "B"

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

- 1. the rights of parties in possession
- 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.

# W.Pt.O.L. 128 & N.Pt.O.L. 120.

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## **GUARANTY OF TITLE**

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## Pioneer National Title Insurance Company

Union Title Division

S.R.	PROJECT	COUNTY	PNTIC #
170	170-3 (52)	Marion	66-13862-0
James en I	Ed & Nora Breat	hman	

Ed Brethman and Nora Brethman, husband and wife

824 S. Missouri Street, Indianapolis, Ind.

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".

This Guaranty is issued for the use and benefit of the State of Indiana.

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

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

ATTEST:

PIONEER NATIONAL TITLE INSURANCE COMPANY

Waller a. The

Assistant Secretary

Vice President

Countersigned and validated as of the 16 day of Nov., 19 66

Authorized Signatory
James I. Wright

Attorney

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:

Lot numbered 15 in McKernan & Pierce's Subdivision of a part of Out Lot 128 in the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 136, in the Office of the Recorder of Marion County, Indiana.

The Record Owner or Owners disclosed above acquired title by

Deed from Albert A. Benjamin and Frances L. Benjamin, husband and wife dated May 24, 1945, recorded June 21, 1945 in Deed Record 1179, Inst. #23462.
(U.S.R. \$1.10)

#### Pioneer National Title Insurance Company

Union Title Division

Guaranty Number 66-13862-0

#### SCHEDULE "B"

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

- 1. the rights of parties in possession
- 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 65 payable 19 66 in name of Ed and Nora Brethman

Duplicate # 6009906 Parcel # 1006145 Township I. Center Code #1-01

May \$ 29.04 (paid) (paid) (NORMAN); November \$ 29.04 (unpaid)

Taxes for 19 66 payable 1967 now a lien.

Assessed Valuation

Land \$240.00 Improvements \$370.00 Exemptions None

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