

67 58711

WARRANTY DEED

Project 1-70-3(52)  
Code 0536  
Parcel 369

*Warranty*

This Indenture Witnesseth, That **ELI LILLY AND COMPANY, AN INDIANA CORPORATION,**

of **MARION** County, in the State of **INDIANA**

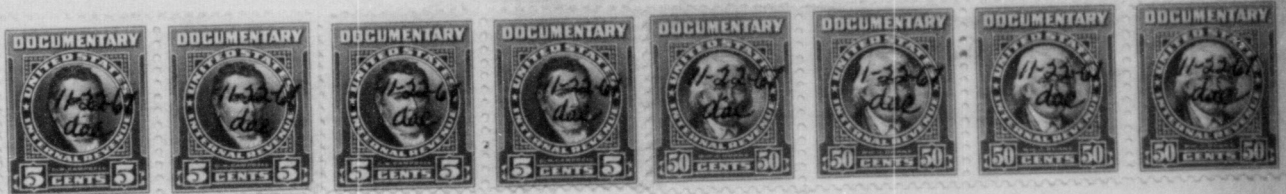
Convey and Warrant to

the STATE OF INDIANA for and in consideration of

**ONE THOUSAND NINE HUNDRED SIXTY FIVE (\$1965.00) Dollars,**

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

A PART OF LOT 8 IN JOHN ROSET'S SECOND SUBDIVISION OF PARTS OF OUT LOTS 107 AND 108 IN THE CITY OF INDIANAPOLIS, INDIANA, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 2, PAGE 80, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 8; THENCE WESTERLY 149.62 FEET ALONG THE SOUTH LINE OF SAID LOT TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHERLY 20.20 FEET ALONG THE WEST LINE OF SAID LOT; THENCE SOUTH 80 DEGREES 12 MINUTES 08 SECONDS EAST 150.98 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,511 SQUARE FEET, MORE OR LESS.



*2.20*

DULY ENTERED FOR TAXATION

RECEIVED FOR RECORD

1967 NOV 27 AM 9:50

090630 NOV 27 '67

Paid by Warrant No. A-181658

MARCIA M. HAWTHORNE  
RECORDER OF MARION COUNTY

Dated 11-17 1967

*John T. Sutton*  
COUNTY AUDITOR

Land and improvements \$ 1965.00; Damages \$ 0; Total consideration \$ 1965.00

*WHS 9-14-67* 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 **GRANTOR**

has hereunto set *his* hand and seal, this *17th* day of **SEPTEMBER** 1967

(Seal) **ELI LILLY AND COMPANY** (Seal)

(Seal) BY: *E. N. Bersley* (Seal)

(Seal) **E. N. BERSLEY, PRESIDENT** (Seal)

(Seal) ATTEST: (Seal)

(Seal) *C. H. Bradley, Jr.* (Seal)

**C. H. BRADLEY, JR. SECRETARY**

NJD 3/10/67

67 58711

This Instrument Prepared by **John W. Brassart**  
Attorney

*John W. Brassart*  
OCT 16 1967

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

Division of Land Acquisition  
Indiana State Highway Commission

7

My Commission expires

67 58711

Notary Public

Witness my hand and official seal.

the day of , 19

above named and duly acknowledged the execution of the above release

Personally appeared before me

State of }  
County of }  
ss:

action, this day of , 19

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-

My Commission expires

edged the same to be voluntary act and deed, for the uses and purposes herein mentioned.

Grantor in the above conveyance, and acknowl-

day of , A. D. 19 ; personally appeared the within named

Before me, the undersigned, a Notary Public in and for said County and State, this

County, ss:

Lois J. Whitlow

My Commission expires

edged the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

Grantor in the above conveyance, and acknowl-

and C. H. Bradley, Jr., President and Secretary respectively, of Eli Lilly and

September , A. D. 1967 ; personally appeared the within named E. N. Beasley

Before me, the undersigned, a Notary Public in and for said County and State, this

8th

County, ss:

Marion

My Commission expires

edged the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

Grantor in the above conveyance, and acknowl-

Eli Lilly and Company

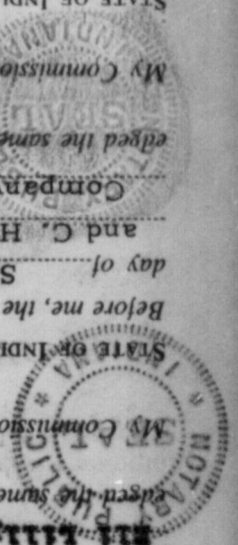
September , A. D. 1967 ; personally appeared the within named E. N. Beasley

Before me, the undersigned, a Notary Public in and for said County and State, this

8th

County, ss:

Marion



Land and improvements \$ 630000, Damages \$ 25000; Total consideration \$ 655000

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 hand and seal, this 27<sup>th</sup> day of March 1968

.....	(Seal)	.....	(Seal)
<u>Herman Buck</u>	(Seal)	<u>James W. Logan</u>	(Seal)
<u>HERMAN BUCK (ADULT HUSBAND)</u>	(Seal)	<u>JAMES W. LOGAN (ADULT HUSBAND)</u>	(Seal)
.....	(Seal)	.....	(Seal)
<u>Ina Jean Buck</u>	(Seal)	<u>Laura Irene Logan</u>	(Seal)
<u>INA JEAN BUCK (ADULT WIFE)</u>	(Seal)	<u>LAURA IRENE LOGAN (ADULT WIFE)</u>	(Seal)
.....	(Seal)	.....	(Seal)
<u>Herman Buck</u>	(Seal)	<u>CONTRACT PURCHASERS</u>	(Seal)
<u>HERMAN BUCK (ADULT HUSBAND)</u>	(Seal)	<u>INTEREST ONLY,</u>	(Seal)
.....	(Seal)	.....	(Seal)
.....	(Seal)	.....	(Seal)
.....	(Seal)	.....	(Seal)

STATE OF INDIANA, MARION County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 27<sup>th</sup> day of March, A. D. 1968; personally appeared the within named HERMAN BUCK, INA JEAN BUCK

Grantor(s) in the above conveyance, and acknowledged 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 October 4, 1970 William T. Herman, Jr. Notary Public

STATE OF INDIANA, MARION County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 26<sup>th</sup> day of March, A. D. 1968; personally appeared the within named JAMES W. LOGAN AND LAURA IRENE LOGAN

Grantor(s) in the above conveyance, and acknowledged 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 October 4, 1970 William T. Herman, Jr. Notary Public

*William T. Herman, Jr.*  
APR 22 1968

## INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 — 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46209

November 21 19 67

To Eli Lilly & Co.  
740 S. Alabama  
City

GENTLEMEN:

We enclose State Warrant No. A-181658 11-1719 67  
in settlement of the following vouchers: Transmittal # 68-239

Description	Amount
For <u>Purchase</u> on State Road No. <del>XXX</del> <u>I-70</u> in <u>Marion</u> County, Project <u>I-70-3 (52)</u> Parcel No. <u>369</u> as per Grant/Warranty Deed, Dated <u>9-11-67</u> <u>9-8-67</u>	\$1965 00

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By

Date

*Eli Lilly & Co.*  
*A. J. Hoover*  
 Nov 27, 1967

Control

APPRAISAL REVIEW FORM

Division of Land Acquisition  
Indiana State Highway Commission

Project I-70 3(52)  
Parcel No. 369  
Road I-70  
County Marion  
Owner Eli Lilly and Company  
Address 740 S. Alabama St.  
Address of Appraised Property:  
1001 High 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
- 2. Planning and Detail Maps were supplied appraisers. Yes
- 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. Yes
- 8. I have personally inspected the site and familiarized myself with the parcel on... 7-25-67
- 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 7-25-67 (Date):

Estimate of Appraisers:

	By: <u>Lewellen</u>	By:	Approved By Reviewer
(a) The fair market value of the entire property before the taking is:	\$8,285	\$	\$8,285
(b) The fair market value of the property after the taking, assuming the completion of the improvement is:	\$6,320	\$	\$6,320
The Total Value of Taking Is: (a minus b) TOTAL	\$1,965	\$	\$1,965
(1) Land and/or improvements	\$1,965	\$	\$1,965
(2) Damages	\$ - 0 -	\$	\$ - 0 -
(3) Less non-compensable items	\$ - 0 -	\$	\$ - 0 -
(4) Estimated Total Compensation	\$1,965	\$	\$1,965

Approved	Date	Signed
Rev. Appr.	7-25-67	<u>Phillip G. York</u>
Asst. or Chief Appr.	8/1/67	<u>Fred Weckling</u>

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

INDIANA STATE HIGHWAY COMMISSION  
Land Acquisition Division

PROJECT NO. I-70-3(52)

BUYER'S REPORT NUMBER: 1 COUNTY MARION PARCEL NO. 369

NAME & ADDRESS OF OWNER FEW KILLY COMPANY  
740 S. ALABAMA INDIANAPOLIS, IND PHONE # \_\_\_\_\_

NAME & ADDRESS OF PERSON CONTACTED MR. ROBT. SPOONER

RE PROP. AT 1001 S. HIGH ST. PHONE # 636-2211 <sup>EXT. 2406</sup>  
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 8/2/67 DATE OF CONTACT AUG 22, '67

OFFER \$ 196500 TIME OF CONTACT 8:30 AM.

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

- 1. YES Checked abstract with owner? 2. \_\_\_\_\_ Any affidavits taken?
- 3. NO Any mortgage(s)? 4. \_\_\_\_\_ Any other liens, judgements, etc.?
- 5. YES Showed plans, explained take, made offer, etc.?
- 6. NA Explained about retention of buildings, etc.? 7. None Any being retained?
- 8. YES Walked over property with owner? (or with whom? BY MYSELF)
- 9. NO Arranged for owner to pay taxes? (Explain how in remarks) NOT DISCUSSED, NA
- 10. \_\_\_\_\_ Secured Right of Entry? 11. NO Secured Driveway Right of Entry?
- 12. YES Was Chapter 316, Acts of 1967 Indiana General Assembly, explained? AS APPLICABLE
- 13. YES Was 180 Day Notice Letter delivered or mailed to all parties?
- 14. NO Waivers, were any secured? 15. NA Filled out RAAP Form?

REMARKS: MR. SPOONER STATED THAT THEY HAD PURCHASED  
PROPERTY AFTER A CHECK ON RT. OR WAY PLANS  
(SOME TIME AGO) INDICATED THAT IT WOULD NOT BE  
IN THE TAKE; THAT THEY HAD GOTTEN INTO PREMIUM PRICES IN  
OBTAINING PROPERTIES. I POINTED OUT THAT WE USED STANDARD  
APPRAISAL PRACTICES - USED 4 COMPS ANT THAT SUCH  
SALES WERE FAIRLY CURRENT - DUE TO LATE '65. MR.  
SPOONER REQUESTED SOMETHING IN A PLAN VIEW INCORPORATING  
THE FUTURE SEWER PROJECT HIGHWAY AS IT AFFECTS  
THEIR PROPERTIES - APPARENTLY ONE MORE PARCEL IN  
APPRAISAL. WILL CHECK WITH LEE MILLER

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

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

William J. Haman Jr.  
(Signature)

INDIANA STATE HIGHWAY COMMISSION  
Land Acquisition Division

PROJECT NO. I-70.3/52

BUYER'S REPORT NUMBER: # COUNTY Marion PARCEL NO. 369

NAME & ADDRESS OF OWNER T. L. Hilcy & Co.  
ALANAMA ST. PHONE # 636-2211

NAME & ADDRESS OF PERSON CONTACTED \_\_\_\_\_  
Re 1001 S. High St. PHONE # \_\_\_\_\_  
(List other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 8/2/67 DATE OF CONTACT 9/13/67

OFFER \$ 1465 TIME OF CONTACT 11:40 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: \_\_\_\_\_  
To get a new acknowledgment  
in deed notarized by them -  
(ORIGINAL WAS IN Carbon)

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

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

William J. Hannan Jr.  
(Signature)

INDIANA STATE HIGHWAY COMMISSION  
Land Acquisition Division

PROJECT NO. 7-65-3(72)

BUYER'S REPORT NUMBER: \_\_\_\_\_ COUNTY Marion PARCEL NO. 369

NAME & ADDRESS OF OWNER Allen Municipal Corporation  
110 E Washington St Room 501 PHONE # \_\_\_\_\_

NAME & ADDRESS OF PERSON CONTACTED Mr. Nienbaum  
PHONE # \_\_\_\_\_

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

DATE ASSIGNED 8-24-66 DATE OF CONTACT \_\_\_\_\_

OFFER \$ 500.00 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: \_\_\_\_\_

Phoned Mr. Nienbaum to see if he had  
re-considered and offered for this parcel. He  
refused he had not and wanted it to be  
forwarded to Atty. Gen. Office.

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

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

Robert Deeks  
(Signature)



INTERIM CERTIFICATE OF TITLE

Plan 369

Pioneer National Title Insurance Company

Union Title Division

S.R.	PROJECT	COUNTY	PNTIC #
I-70	I-70-3 (52)	Marion	66-13941-S

Name on Plans Eva Angell

Name of Fee Owner Eli Lilly and Company

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation with its principal Indiana Office in the City of Indianapolis, in consideration of premium paid, hereby certifies that a search of the records from November 17, 1966 8 A. M. to and including September 15, 1967 8 A. M. reveals no changes as to the real estate described under PNTIC # \_\_\_\_\_ except:

1. Taxes for 19 68 payable 19 69 in name of Eli Lilly and Company  
 Duplicate # 7068505 Parcel # 1052994 Township I-Center Code # 1-01  
 May \$ 148.42 Paid (paid) ~~(unpaid)~~; November \$ 148.42 ~~(paid)~~ (unpaid)  
 Taxes for 19 67 payable 19 68 now a lien.
2. Judgment for \$10,430.93 and costs in favor of Union Federal Savings and Loan Association vs. Eli Lilly and Company rendered 3-1-67 in the Circuit Court, Cause #C66-759; Order Book 400 page 233 Judgment Docket J-K-L-I= page 255.

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

*Bruce Nelson*

Assistant Secretary

*Walter A. McLean*

Vice President

Countersigned and validated as of the 20th day of September, 19 67.

*Ralph W. Fraker*

Authorized Signatory

RALPH W. FRAKER  
Attorney

369

**GUARANTY OF TITLE**

**Pioneer National Title Insurance Company**

Union Title Division

S.R.	PROJECT	COUNTY	PNTIC #
I-70	I-70-3 (52)	Marion	66-13941-0

Names on Plans Eva Angell

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation with its principal Indiana Office in the City of Indianapolis, in consideration of premium paid, hereby guarantees that as of the 17th day of November, 19 66, 8 A.M.

**Eli Lilly and Company**

**1001 High Street, Indianapolis, Indiana**

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:

*Russell Nelson*  
Assistant Secretary

PIONEER NATIONAL TITLE INSURANCE COMPANY

*Walker A. McLean*  
Vice President

Countersigned and validated as of the 28th day of Nov., 19 66.

*James I. Wright*  
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 8 and 3 feet and 8 inches by parallel lines off of the entire South side of Lot 7, both in John Roset's Second Subdivision of parts of Out Lots 107 and 108 in the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 80, in the Office of the Recorder of Marion County, Indiana.

The Record Owner or Owners disclosed above acquired title by Warranty Deed from Eva Angell Sherrod (formerly Eva Angell) and Louis K. Sherrod, her husband, dated June 30, 1965, recorded June 30, 1965 as Instrument #65-30693. (U.S.R. \$4.95)

**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 1965 payable 1966 in name of Eva Angell  
Duplicate # 6003235 Parcel # 1052994 Township I-Center Code # 1-01  
May \$ 91.39 (paid) ~~XXXXX~~; November \$ 91.39 ~~XXXXX~~ (unpaid)  
Taxes for 1966 payable 1967 now a lien.  
**Assessed Valuation:**  
Land \$480.00 Improvements \$2,440.00 Exemptions \$1,000.00

PB 2 30

John Rosetta Sub 071079108

KEY # 2907-6  
(office copy)  
UNIC. TITLE CO.

