

STATE HIGHWAY DEPARTMENT OF INDIANA

STATE HOUSE ANNEX
INDIANAPOLIS 9, INDIANA

RIGHT OF WAY GRANT
Sheet 1 of 2 sheets

old	new
FUND I	I
05-7	74-2
PROJECT No.	
4	4(056)
SECTION	

PARCEL NO. 8, 8T, 8T-1

This indenture witnesseth that the undersigned, as grantors and sole owners of land in Handricks County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the State of Indiana to improve, hereby grant, bargain, warrant and convey to the State of Indiana, for Right of Way, lands as described below and located by surveys and shown on plans on file in the office of the State Highway Department of Indiana. The description from said plans of said right of way hereby granted is as follows:

PLANS ON SR. NO. 136 SEC. 4, ^{new I} 74-2 ^{old I} 4 (056) PROJ. No. 05-2 SEC. 4 DATED 1959
SEC. 28, T. 17 N., R. 1 W. Temp. R/W 3.10 SCOTT
Perm. R/W 11.73 ACRES, MORE OR LESS, ACQUIRED

Descriptions are of parcels of land lying between the plan centerline and the plan right of way line on the above designated project.

Measured distances along plan centerline are indicated by Station Number and plus.

Widths of parcels are indicated in feet, measured at a right angle from plan centerline at designated Station Number and plus; however, when Station Number and plus is followed by the letters P.L.; F.L.; F.D.; L.L. or C/L.S. (indicating property line, Fence Line, Field Division, Lot Line and Centerline of Stream respectively) or other identifying notations, it shall mean that the boundary line follows said identified line from plan centerline to plan right of way line.

FROM STATION to STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
ON CENTERLINE (C/L) "PR-IC-SLAA-SE"		
25 + 10 ± PL to 24 + 89 ±	feet	107 + to 110 + feet
24 + 90 ± to 26 + 00	feet	110+ to 45 feet
26 + 00 to 35 + 31.92	feet	45 feet
25 + 10 ± PL to 35 + 31.92	CL "AA" feet	feet
Centerline to "PR-IC-SLAA-NE"	feet	feet
25 + 17 ± ^{RKA} to 25 + 09 ±	109 + to 113 + feet	feet
25 + 09 ± to 26 + 00	113 ± to 45 feet	feet
26 + 00 to 37 + 08.85	45 feet	feet
25 + 17 ± PL to 37 + 08.95	feet	CL "AA" feet
Centerline to "AA"	feet	feet
35 + 31.92 to 38 + 52.6 ± PL	feet	111 to 114 + feet
37 + 08.85 to 37 + 60 ± PL	111 feet	feet
The limited access provisions do not apply to the following described right of way.	feet	feet
S-1-AA to	feet	feet
16 + 96 ± to 19 + 00	PL to 55 feet	feet
19 + 00 to 21 + 00	55 feet	feet
29 + 00 to 31 + 00	50 feet	feet
to	feet	feet

The above and foregoing grant is made in consideration of payment of the sum of _____ Dollars (\$ _____), which sum shall be paid or held in escrow as specified to the order of _____

See sheet 2 of 2 sheets

(Give address of Payee)

The right of way hereby conveyed may be used, subject to the discretion of the grantee, for the establishment, construction, control and maintenance of a limited access facility as defined in the act of 1945 (Acts 1945, ch. 245, page 1113) and is subject to such regulations as therein provided and to such subsequent regulations or use as may be made, adopted or provided under or by law governing such facilities or highways in general.

It is further understood and agreed that this conveyance transfers only the right to make, construct and maintain such highway on said lands and to use any material lying within the above described limits suitable for use in constructing and maintaining said highway and does not convey any rights to any minerals or other substances underneath the surface, except as it may be used for the construction or maintenance of such improved highways.

Any and all timber, shrubbery, fences, buildings and all other physical improvements on the above granted right of way, not specifically reserved by special provision stated above, shall become the property of the State of Indiana.

When, by special provisions as stated above, any trees and/or shrubs are to be left standing on said right of way, it is mutually agreed and understood by grantor and grantee, that such special provision is only for such period as the excepted trees and/or shrubs shall not constitute an obstruction to future construction or hazard to power lines or traffic as shall be determined from time to time by the State Highway Department of Indiana through its authorized representatives.

It is understood and agreed that all provisions of this grant are stated above and that no verbal agreements or promises are binding.

It is also mutually agreed by grantor and grantee that this is a permanent easement unless otherwise specified for Highway purposes and shall be binding until specifically vacated by resolution by the State Highway Department of Indiana.

The undersigned, _____ being duly sworn, says that he, she (is) or they (are) the sole owner(s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or options of any kind or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the State Highway Department of Indiana to pay them the amount herein stipulated.

Grantor further agrees to assume for the property described above all taxes payable for current and prior years and any taxes now a lien on said property.

Mortgagee:

This grant is to be and become effective and binding from and after its approval by the Chairman of the State Highway Department of Indiana.

(Grantor) _____ (Grantor) _____
 (Grantor) _____ (Grantor) _____
 (Grantor) _____ (Grantor) _____
 (Grantor) _____ (Grantor) _____
 (Grantor) _____ (Grantor) _____
 (Grantor) _____ (Grantor) _____

Dated _____, 19_____

CHECKED WITH PROJECT PLANS DATED _____ BY _____

AMOUNT APPROVED _____ BY _____

THE ABOVE GRANT IS HEREBY ACCEPTED. STATE OF INDIANA

DESCRIPTION & FORM OK'D BY _____

PAID BY WARRANT No. _____ DATED _____, 19_____

BY _____ Chairman, STATE HIGHWAY DEPARTMENT OF INDIANA
 DATE NOV 18 1959, 19_____

Transferred 12-5-1960 Chester W. Parker

STATE HOUSE ANNEX
INDIANAPOLIS 9, INDIANA

FUND

PROJECT No. 05-2 74-2

Parcels 8, 8T & 8T 1

RIGHT OF WAY GRANT
Sheet 2 of 2 Sheets

SECTION 4 4(056)

This indenture witnesseth that the undersigned, as grantors and sole owners of land in Hendricks County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the State of Indiana to improve, hereby grant, bargain, warrant and convey to the State of Indiana, for Right of Way, lands as described below and located by surveys and shown on plans on file in the office of the State Highway Department of Indiana. The description from said plans of said right of way hereby granted is as follows:

PLANS ON SR. NO. 136 SEC. 4 DATED 1959
Old I New I PROJ. No. 05-2 74-2 SEC. 4(056)
SEC. 28, T. 17 N, R. 1 W H. 9 Temp. R/W 3.10 ~~3.00~~
Perm. R/W 11.73 ACRES, MORE OR LESS, ACQUIRED

Descriptions are of parcels of land lying between the plan centerline and the plan right of way line on the above designated project.

Measured distances along plan centerline are indicated by Station Number and plus. Widths of parcels are indicated in feet, measured at a right angle from plan centerline at designated Station Number and plus; however, when Station Number and plus is followed by the letters P.L.; F.L.; F.D.; L.L. or C/L.S. (indicating property line, Fence Line, Field Division, Lot Line and Centerline of Stream respectively) or other identifying notations, it shall mean that the boundary line follows said identified line from plan centerline to plan right of way line.

FROM STATION to STATION ON CENTERLINE (C/L)	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
<u>31+00</u> to <u>34+00</u>	<u>50 to PL</u> feet	feet
The following described right of way is temporary right of way for runaround on said project and will revert to the Grantor upon the completion of said project.		
<u>16+24+ PL</u> to <u>21+88+ L.A. R/W</u>	<u>150</u> feet	feet
<u>28+11+ L.A. R/W</u> to <u>36+22+ PL</u>	<u>150</u> feet	feet
to	feet	feet
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to	feet	feet

APPROVED

Director lvb

Asst. Dir. Field [Signature]

Asst. Dir. Off. [Signature]

Chief Insp. DAG REC

Office Mgr. [Signature]

Way Moore

The above and foregoing grant is made in consideration of payment of the sum of TWENTY FOUR THOUSAND FOUR HUNDRED SEVENTY EIGHT Dollars (\$ 24,478), which sum shall be paid or held in escrow as specified to the order of BEN JONES
HENRIETTA JONES
RR #1
LIZTON, IND
(Give address of Payee)

The right of way hereby conveyed may be used, subject to the discretion of the grantee, for the establishment, construction, control and maintenance of a limited access facility as defined in the act of 1945 (Acts 1945, ch. 245, page 1113) and is subject to such regulations as therein provided and to such subsequent regulations or use as may be made, adopted or provided under or by law governing such facilities or highways in general.

It is further understood and agreed that this conveyance transfers only the right to make, construct and maintain such highway on said lands and to use any material lying within the above described limits suitable for use in constructing and maintaining said highway and does not convey any rights to any minerals or other substances underneath the surface, except as it may be used for the construction or maintenance of such improved highways.

Any and all timber, shrubbery, fences, buildings and all other physical improvements on the above granted right of way, not specifically reserved by special provision stated above, shall become the property of the State of Indiana.

When, by special provisions as stated above, any trees and/or shrubs are to be left standing on said right of way, it is mutually agreed and understood by grantor and grantee, that such special provision is only for such period as the excepted trees and/or shrubs shall not constitute an obstruction to future construction or hazard to power lines or traffic as shall be determined from time to time by the State Highway Department of Indiana through its authorized representatives.

It is understood and agreed that all provisions of this grant are stated above and that no verbal agreements or promises are binding.

It is also mutually agreed by grantor and grantee that this is a permanent easement unless otherwise specified for Highway purposes and shall be binding until specifically vacated by resolution by the State Highway Department of Indiana.

The undersigned Grantors

being duly sworn, says that he, she (is) or they (are) the sole owner(s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or options of any kind or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the State Highway Department of Indiana to pay them the amount herein stipulated.

Grantor further agrees to assume for the property described above all taxes payable for current and prior years and any taxes now a lien on said property.

Mortgagee: None

This grant is to be and become effective and binding from and after its approval by the Chairman of the State Highway Department of Indiana.

BEN JONES (Grantor) HENRIETTA JONES (Grantor)
HUSBAND (Grantor) WIFE (Grantor)
 (Grantor) (Grantor)
 (Grantor) (Grantor)
 (Grantor) (Grantor)
 (Grantor) (Grantor)

Dated 10-21, 1959.

Prepared by Division of R/W and

CHECKED WITH PROJECT PLANS APPROVED JUL 17 1959

BY [Signature]

DESCRIPTION & FORM OK'D 11/13/59

BY [Signature]

AMOUNT APPROVED NOV 16 1959

BY [Signature]

PAID BY WARRANT No. 4204563

DATED 11-24, 1959

THE ABOVE GRANT IS HEREBY ACCEPTED.

STATE OF INDIANA

BY [Signature]
Chairman, STATE HIGHWAY DEPARTMENT OF INDIANA

DATE _____, 19____

State of Indiana, County of _____ ss:

Personally appeared before me _____ and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this _____ day of _____, 19_____.

Witness my hand and official seal.

My Commission expires _____ Notary Public.

State of Indiana, County of _____ ss:

Personally appeared before me _____ and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this _____ day of _____, 19_____.

Witness my hand and official seal.

My Commission expires _____ Notary Public.

State of Indiana, County of _____ ss:

Personally appeared before me _____ and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this _____ day of _____, 19_____.

Witness my hand and official seal.

My Commission expires _____ Notary Public.

State of Indiana, County of _____ ss:

Personally appeared before me _____ and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this _____ day of _____, 19_____.

Witness my hand and official seal.

My Commission expires _____ Notary Public.

State of Indiana, County of _____ ss:

Personally appeared before me _____ and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this _____ day of _____, 19_____.

Witness my hand and official seal.

My Commission expires _____ Notary Public.

State of Indiana, County of Hendricks ss:

Personally appeared before me Ben & Henrietta Jones and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 26 day of October, 1959.

Witness my hand and official seal.

My Commission expires 9-10-61 John F. Blum Notary Public.
HENRY - CO -

The undersigned owner of a mortgage and/or lien on the land of which the right of way described in the attached grant, is conveyed, hereby releases from said mortgage and/or lien said granted right of way, and do hereby consent to the payment of the consideration therefor as directed in said grant, 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 _____

ENTERED OR RECORD
BOOK 180
JAN 6 1960
Page 1594
At 2:14
Recorder Paul E. Hillis
Hendricks County

#2294

STATE HIGHWAY DEPARTMENT OF INDIANA
3rd FLOOR STATE HOUSE ANNEX
INDIANAPOLIS, INDIANA

Dec 1, 1959 19

To Ben Jones & Henrietta Jones
R.R.#1
Lizton, Ind

GENTLEMEN:

We enclose State Warrant No. A204563 12-1-59 19
in settlement of the following vouchers:

DESCRIPTION	AMOUNT
<p>For the purchase of Right of Way on State Road No. 136 in Hendricks County I Project 05-2 Section (4) 10-21-59 as per Grant dated</p>	<p>\$24,478.00</p>
<p>Parcel #8, 8T, 8T-1</p>	

PLEASE RECEIPT AND RETURN

Yours truly,

CONTROLLER

Received Payment: *Ben Jones 12/1x 1959*

Proj. I 05 - 2 :
State Road 136:

SUPPLEMENTAL T & E REPORT

Parcel No. 8 - 8T - 8T1

Record Owner Ben Jones and Henrietta Jones, H/W
from Nov. 28, 1958 to date. Nov. 6, 1959

I have checked the following records in Hendricks Co. (Union Twp.)
County, Indiana, for the caption property as described in original T & E Report:

Deed Record	<u>No Change</u>
Mortgage Record	<u>None</u>
Miscellaneous Record	<u>"</u>
Old Age Assistance Record	<u>"</u>
Tax Lien Record	<u>"</u>
Judgement Record	<u>"</u>
Lis Pendens Record	<u>"</u>
Tax Duplicate	<u>257.54 For Year 1958. Paid in Full. None Delinquent.</u>

And the only changes found are those listed below:

Wm. J. Hutton
Wm. J. Hutton.

Tract 6, Sheet 12
Tract 7, Sheet 13,

TITLE AND ENCUMBRANCE REPORT

RIGHT OF WAY DEPARTMENT STATE HIGHWAY DEPARTMENT OF INDIANA

S. R. _____ PROJ. I-05-2 (4) COUNTY Hendricks

Names on Plans Ben & Henrietta Jones, Union Twp.

Names in Trans, Book Same

KEY No. 10-4 Union

Description or Addition	Sec.	Twp.	Rge.	Acreeage	Assessed Value
Pt. NE NW	28 ✓	17	1W)		
Pt. NW NE	28	17	1W)	60 ✓	5120.00 ✓
S NW NE NW <u>T.B. = 11/6/59.</u>	28	17	1W	36.91	1730.00 ✓

LAST OWNER OF RECORD

Deed Record 150 p. 394-5 Recorded Dec. 30, 1942 Dated 12-23-42 Deed

Grantor Enos A. Leak and Gertrude M. Leak, husband and wife,

Grantee Ben Jones and Henrietta Jones, husband and wife,

Address of Grantee _____

(see reverse side)

MORTGAGE RECORD

Mortgage Record _____ p. _____ Amount _____ Dated _____

Mortgagor _____

Mortgagee _____

JUDGMENT RECORD Yes None LIS PENDENS RECORD Yes None

MISCELLANEOUS RECORD Yes None EASEMENTS Yes None

If answer to any of above is yes, clarify on back of sheet or on attached sheet.

TAXES 257.⁵⁴ Current Paid Yes Delinquent None

CERTIFICATE Paid in full
11/6/59

I, the undersigned certify that the above and the attached copies include all transfers of the above described real estate as shown by the records in the office of Recorder of the above county from the date of the earliest entry shown in this search to date, except as otherwise noted, and that all liens, judgments and other matter of record hereinbefore requested for the same period are set forth,

TAYLOR & TAYLOR, ABSTRACTERS,

Dated this 28 day of Nov. 195 8 Gawford Taylor
Abstractor

Prel. Approval of Title _____ Date _____ By _____
Deputy Attorney General

Final approval of Abstract of Title _____ Date _____ By _____
Deputy Attorney General

DEED RECORD 150 page 394-5. Warranty Deed

A part of the North West quarter of the Northeast quarter of Section 28, Township 17 North, Range 1 West, bounded as follows, to-wit:-

Beginning at the southwest corner of said quarter quarter; thence East 31 rods to the center of the Big Ditch; thence North 52-1/2 degrees East 8 rods; thence North 15 degrees east 12 rods; thence north 28 degrees east 35 rods; thence north 10 degrees east 12 rods; thence North 5 degrees West 21-1/3 rods to the section line; thence West 58 rods to the northwest corner of said quarter quarter; thence south 80 rods and 3 links to the place of beginning, estimated to contain 25 acres more or less;

ALSO: A part of the Northeast quarter of the Northwest quarter of Section 28, Township 17 North, Range 1 West bounded and described as follows, to-wit:- Beginning on the North line of said quarter quarter section, at a point in the center line of State Road No. 39, which point is 6.52 chains east of the northwest corner of said quarter quarter, and running thence south 23 degrees and 02 minutes west on and along the center of said road a distance of 16.02 chains and to the west line of said quarter quarter, at a point 15.36 chains south of the northwest corner of said quarter quarter; thence south along said west line to the southwest corner of said quarter quarter; thence east 80 rods more or less, and to the southeast corner of said quarter quarter; thence north 80 rods and 3 links and to the northeast corner of said quarter quarter; thence west to the place of beginning, estimated to contain 35 acres, more or less.

WARRANTY DEED:

FROM: George W. Leak, Sr., and Ann Leak, his wife,

TO: Enos A. Leak.

DEED RECORD 99 page 308. Recorded May 15, 1906. Dated Feb. 15, 1902.

The North East quarter of North West quarter of Sec. 28, Township 17 North, Range 1 West, containing 40 acres, more or less.

WARRANTY DEED:

FROM: Emma Robinson and William P. Robinson, her husband, and Mary Dyer and John H. Dyer, her husband.

TO: Enos A. Leak.

DEED RECORD 106 page 90. Recorded Sept. 18, 1909. Dated Aug. 25, 1909.

A part of the North West quarter of the North East quarter of Section 28, Township 17 North of Range 1 West bounded as follows, to-wit:-

Beginning at the south west corner of said quarter quarter; and running thence east 31 rods to the center of the Big Ditch; thence north 15 degrees east 12 rods; thence north 28 degrees east 35 rods; thence North 10 degrees east 12 rods; thence north 5 degrees west 21-1/3 rods to the section line; thence west 58 rods to the north west corner of said quarter quarter; thence south 80 rods and 3 links and to the place of beginning, estimated to contain 25 acres, more or less.

WARRANTY DEED:

FROM: Lizzie F. Johnson, an unmarried widow.

TO : Anna Koebrich.

DEED RECORD 126 page 157. Recorded June 17, 1920. Dated Aug. 5, 1916.

A part of the North West quarter, and a part of the South West quarter of Section 28, Township 17 North, Range 1 West, described as follows, to-wit:-

Beginning at the center of the Northwest quarter of said Section, Township and Range and running thence south 10 chains and 5 links; thence west 3 chains; thence south 10-1/2 degrees west 6 chains and 98 links to a point within 30 feet of the center of the C.C.C. & St. L. Railroad; thence south 71 degrees east with the north line of said railroad 14 chains and 94 links to the center of the 7 mile Prairie Ditch; thence north 21 degrees east 64 links; thence north 42-1/2 degrees east 3 chains; thence north 53-1/2 degrees east 1 chain; thence north 65-1/2 degrees east 2 chains and 67 links; thence North 32 degrees east 2 chains; thence north 25 degrees east 1 chain and 70 links; thence north 8-1/2 degrees east 2 chains and 40 links; thence north 30 degrees east 1 chain; thence south 44-1/2 degrees east 2 chains and 85 links to the east line of said quarter section, (all of said lines after leaving the north line of said railroad are in the center of said 7 mile prairie ditch); thence north on the east line of said quarter section 8 chains and 80 links to the center north of center of said section 28; thence west 19 chains and 91-1/2 links to the place of beginning;

(see next page

ALSO: A part of Section 28, Township 17 North, Range 1 West described as follows:- Beginning at a point in the Danville and Lebanon gravel road 40 rods North and 13 rods east of the west half mile stake of said section, township and range, and running thence east 60 rods and 15 feet to the line running north and south through the center of the Northwest quarter of said section; thence north 1 rod; thence west 66 rods and 15 feet to the center of said gravel road; thence south with the bearing of said road 1 rod to the place of beginning, estimated to contain in the last 2 descriptions, 35-68/100 acres more or less.

Also, a part of the Section 28, Township 17 North, Range 1 West, described as follows, to-wit:- Beginning 13 rods east of the southwest corner of the North half of the South West quarter of the North West quarter of said Section, township and range, and run thence east 66 rods and 15 feet; thence north 42 rods and 4 feet; thence west to the corner in the center of the Danville and Lebanon gravel road 51 rods; thence south along the center of said road to the place of beginning, EXCEPT so much of said tract as is included in Lowry's Addition to the Town of New Elizabeth, Indiana, and EXCEPT the lands heretofore conveyed out of said tract to J. D. Hendricks and D. A. Clements, estimated to contain in the last description herein, 13 acres more or less. And contained in all lands herein conveyed, 48-68/100 acres more or less.

ON JUNE 29, 1944, E..D. Montgomery was appointed Administrator of the estate of Anna Koebrich, who died intestate June 24, 1944. Inheritance Tax was filed and determined March 10, 1945, showing Charles C. Koebrich and Fred N. Koebrich, brothers and Tilla Geisendorff, a sister, as her sole heirs at law. Inheritance Tax determined, and Paid Apr. 5, 1945.

Notice of Administration was published in The Danville Gazette for 3 weeks successively on July 28, 1944. Proof of publication of Notice to Heirs, Creditors, etc., was published in said paper for 2 weeks successively and filed May 1, 1945. On April 11, 1945 Petition to Settle Estate at the end of Six months, was filed; Final Report of said estate was filed July 12, 1945 by the Administrator, which was approved by the Hendricks Probate Court.

WARRANTY DEED:

FROM: Charles C. Koebrich and Frona Koebrich, his wife,
Tillie Geisendorff, unmarried,
Fred N. Koebrich and Lela Koebrich, his wife,

TO: Ben Jones and Henrietta Jones, his wife,

DEED RECORD 153 page 381. Recorded April 13, 1945. Dated April 11, 1945.

A part of the West half of the North West quarter, and a part of the South East quarter of the North West quarter, and a part of the North East quarter of the South West quarter of Section 28, Township 17 North, Range 1 West, bounded and described as follows, to-wit:- Beginning at a point on the center line of State Road #39, which point is 10 chains North and 13.73 chains East of the West half mile stone of said Section 28, and running thence East with the Section bearing a distance of 3.26 chains to a point 3 chains West of the North and South center line of said North West quarter; thence South 10 degrees and 30 minutes West 6 chains and 98 links to a point within thirty (30) feet of the center of the CCC & ST.L. Railroad; thence South 71 degrees East with the North line of said railroad, 14 chains and 94 links to the center of the Seven Mile Prairie Ditch; thence North 21 degrees East 64 links; thence North 42-1/2 degrees east 3 chains; thence North 53-1/2 degrees east 1 chain; thence North 65-1/2 degrees east 2 chains and 67 links; thence North 32 degrees east 2 chains; thence North 25 degrees east 1 chain and 70 links; thence North 8-1/2 degrees east 2 chains and 40 links; thence north 30 degrees east 1 chain; thence North 44-1/2 degrees east 2 chains and 85 links to the east line of said quarter section (all of said lines after leaving the north line of said railroad are in the center of said Seven Mile Prairie Ditch);

thence north on and along the East line of said quarter section, 8 chains and 80 links to the center north of center of said Section 28; thence west 19 chains and 91-1/2 links to the center of said northwest quarter; thence North 32 feet; thence west 2.58 chains, and to the center line of said State Road #39; thence south 23 degrees and 02 minutes west on and along said center line 11.35 chains to the place of beginning, estimated to contain 39.16 acres more or less.

(PT. NW NW 28-17-1W)

WARRANTY DEED:

FROM: Nora Odom, an unmarried person.

TO: Ben Jones and Henrietta Jones, husband and wife.

DEED RECORD 171 page 123. Recorded Oct. 24, 1955. Dated Sept. 16, 1946.

A part of the North West quarter of the North West quarter of Section 28, Township 17 North, Range 1 West, bounded and described as follows, to-wit:- Beginning at a point in the East line of said quarter section, which is 40 links North of the South East corner thereof, and running thence West 118 feet more or less, and to the center line of State Road No. 39; thence North 23 degrees and 2 minutes East on and along said center line to the intersection of said center line with the East line of said quarter section; thence South along said East line to the place of beginning.

Rev. stamps affixed.

WARRANTY DEED:

~~FROM: Huber L. Swain and Mary Eunice Swain, husband and wife,~~

~~TO: John Henry Odom and Nora Odom, husband and wife,~~

~~DEED RECORD 148 page 166. Recorded March 5, 1941. Dated Feb. 21, 1941.~~

A part of the North West quarter of the North West quarter of Section 28, Township 17 North of Range 1 West, bounded and described as follows, to-wit:- Beginning 40 links North of the southeast corner of said quarter section; thence running North 16 poles and 20 links; thence West 44 poles and 19-3/4 links; thence south 15 degrees west 4 poles; thence south 22 degrees west 14 poles and 3 links; thence east 50 poles and 22 links to the place of beginning, EXCEPT the following part thereof, to-wit: Beginning at a point 18 feet north of the Northwest corner of Lot No. 8 in L. W. Lowery's Addition to the Town of New Elizabeth in said County and State; thence North parallel with the Lebanon road 70 feet; thence East 233 feet; thence south 43 feet; thence West 252 feet to the place of beginning, and also EXCEPT a tract of land adjoining Lot 8 in said Lowery's Addition to said town of Lizton, bounded as follows:- Beginning at the North West corner of said Lot 8 in said Addition; and running thence North 18 feet; thence in a direct line 181 feet to the North East corner of said Lot 8; thence in a direct line 187 feet to the place of beginning. Also EXCEPT that portion taken as a right-of-way of State Road Number 39.

WARRANTY DEED:

FROM: Enos A. Leak and Gertrude - Leak, husband and wife,

TO: Huber L. Swain and Mary Eunice Swain, husband and wife.

DEED RECORD: 144 page 54. Recorded July 6, 1936. Recorded May 1, 1936.

A part of the North West quarter of the North West quarter of Section 28, Township 17 North of Range 1 West, bounded and described as follows, to-wit: Beginning 40 links North of the south east corner of said quarter section; thence running North 16 poles and 20 links; thence west 44 poles and 19-3/4 links; thence south 15 degrees west 4 poles; thence south 22 degrees west 14 poles and 3 links; thence east 50 poles and 22 links to the place of beginning; EXCEPT the following part thereof, to-wit: Beginning at a point 18 feet north of the northwest corner of Lot No. 8 in J. W. Lowery's Addition to the Town of New Elizabeth in said County and State; thence North parallel with the Lebanon Road 70 feet; thence east 233 feet; thence south 43 feet; thence West 252 feet to the place of beginning, also EXCEPT a tract of land adjoining Lot No. 8 in said Lowery's Addition to said Town of Lizton, bounded as follows:- Beginning at the North West corner of said Lot 8 in said addition and running thence North 18 feet; thence in a direct line 181 feet to the north east corner of said Lot 8; thence in a direct line 187 feet to the place of beginning.

STATE OF INDIANA:
HENDRICKS COUNTY:

IN THE HENDRICKS CIRCUIT COURT
AFFIDAVIT.

MISCL. RECORD 35 page 345-6. Recorded July 20, 1956. Dated 7-20-1956
IN THE MATTER OF THE ESTATE OF JOHN HENRY ODOM, Deceased.

Comes now the affiant, Nora Odom being first duly sworn upon her oath, says that she is the widow of John Henry Odom who departed from this life intestate December 1941.

The affiant further says that at the time of his death the said John Henry Odom and this affiant were husband and wife, and own by tenant as the entirety the following described real estate in Hendricks County, Indiana.

The undivided 1/4 interest in and to the south half of the North East quarter of Section 21, Township 17 North of Range 1 West. Containing 80 acres more or less.

A part of the south half of the south west quarter of Section 15, Township 17 North of Range 1 west, to-wit:-

Beginning at a point 3.05 chains south of the northeast corner of the south half of the southwest quarter of said Section 15; thence south on the east line of said south half of the south west quarter 16.85 chains to the south line of said section 15; thence east 21.365 chains; thence north 16.85 chains; thence east 21.365 chains to the place of beginning containing 36 acres more or less.

A part of the North West quarter of the North West quarter of Section 28, Township 17 North of Range 1 West, bounded and described as follows, to-wit:-

Beginning 40 links north of the south east corner of said quarter quarter; thence running North 16 poles and 20 links; thence west 44 poles and 19-3/4 links; thence south 15 degrees west 4 poles; thence south 22 degrees west 14 poles and 3 links; thence east 50 poles and 22 links to the place of beginning, EXCEPT the following part thereof, to-wit:-

Beginning at a point 18 feet north of the north west corner of Lot No. 8 in J. W. Lowery's Addition to the Town of New Elizabeth in said County and State; thence north parallel with the Leabnon road 70 feet; thence east 233 feet; thence south 43 feet; thence west 252 feet to the place of beginning; and also EXCEPT a tract of land adjoining Lot 8 in said Lowery's Addition to said town of Lizton, bounded as follows:- Beginning at the north west corner of said Lot 8 in said addition and running thence north 18 feet; thence in a direct line 181 feet to the North East corner of said Lot 8; thence in a direct line 187 feet to the place of beginning. also, except that portion taken as a right-of-way of State Road Number 39. Containing, exclusive of this except, 3.3 acres more or less.

This affiant further says that by virtue of the laws of Indiana, she is the sole owner of above described real estate. And this affidavit is now for the purpose of directing the Auditor of Hendricks County to transfer the title of the above real estate to this affiant.

Mrs. Nora Odom.

Subscribed and sworn to before me this 20th day of July 1956.

Allan J. Stevenson, (seal)
Notary Public.