

WARRANTY DEED

4381

Project RSG-3332(1)  
Code 1705  
Parcel 5

BOOK 269 PAGE 285

This Indenture Witnesseth, That

John O. McIntyre and Mildred L. McIntyre

(Adults husband and wife)

ENTERED FOR RECORD

BOOK

269 AUG 19 1981

Marcella Abbott

RECORDED HENDRICKS COUNTY

of Hendricks County, in the State of Indiana

Convey and Warrant to

the STATE OF INDIANA for and in consideration of

Nine hundred eighty four and no/100 (\$84.00) Dollars,

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

A part of the Northwest Quarter of the Southwest Quarter of Section 21, Township 15 North, Range 2 West, Hendricks County, Indiana, described as follows: Commencing at the northwest corner of the Southwest Quarter of the Northwest Quarter of said section; thence South 0 degrees 08 minutes 24 seconds East 2,520.21 feet (deduced from Deed Record 112, page 107) along the west line of said section to the southwest corner of the owners' land; thence South 89 degrees 41 minutes 43 seconds East 19.84 feet along the south line of the owners' land to the northeastern boundary of the intersection of a county road and S.R. 75 and the point of beginning of this description; thence North 25 degrees 02 minutes 48 seconds West 12.53 feet along the boundary of the intersection of said county road and said S.R. 75 to the eastern boundary of said S.R. 75; thence North 4 degrees 28 minutes 12 seconds West 51.50 feet along the eastern boundary of said S.R. 75; thence along said boundary Northeasterly 432.85 feet along an arc to the left and having a radius of 3,854.72 feet and subtended by a long chord having a bearing of North 3 degrees 08 minutes 01 second East and a length of 432.63 feet; thence South 0 degrees 05 minutes 00 seconds East 296.04 feet; thence South 14 degrees 10 minutes 53 seconds East 103.03 feet; thence South 0 degrees 09 minutes 00 seconds East 98.96 feet to the south line of the owners' land; thence North 89 degrees 41 minutes 43 seconds West 40.26 feet along said south line to the point of beginning and containing 0.197 acres, more or less.

Subject to an easement for electric energy system, which easement was conveyed October 23, 1937, by Jesse McIntyre and Agnes McIntyre, husband and wife to Hendricks County Rural Electric Membership Corporation by virtue of an easement recorded February 7, 1938, in Miscellaneous Record 22, pages 426-427, in the Office of the Recorder of Hendricks County, Indiana.

Duly entered for taxation this 1981  
day of August 19 81

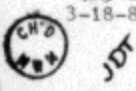
Paid by Warrant No. 4675163

Dated 8-6-1981

Astoria J. Nash  
AUDITOR, HENDRICKS COUNTY

JUL 24 1981  
3-18-80 psk

This Instrument Prepared by John W. Brossard



Project RSG-3332(1)  
Code 1705  
Parcel 5

Land and improvements \$ 394.00 Damages \$ 590.00 Total consideration \$ 984.00

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

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

In Witness Whereof, the said Grantors

have hereunto set their hand<sup>s</sup> and seal<sup>s</sup>, this 13<sup>th</sup> day of July 19 81

(Seal) (Seal)  
(Seal) (Seal)  
(Seal) (Seal)  
(Seal) (Seal)  
(Seal) (Seal)  
(Seal) (Seal)  
(Seal) (Seal)  
(Seal) (Seal)  
(Seal) (Seal)  
(Seal) (Seal)  
(Seal) (Seal)  
(Seal) (Seal)

John O. McIntyre  
John O. McIntyre (Adult  
husband)

Mildred L. McEntyre  
Mildred L. McEntyre (Adult  
wife)

STATE OF INDIANA, Hendricks County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 13<sup>th</sup> day of July, A. D. 19 81; personally appeared the within named

John O. McIntyre and Mildred L. McEntyre (Adults husband and wife) 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 September 7, 1984  
Philip W. [Signature] Notary Public  
Shilpa V. [Signature]  
James [Signature]

STATE OF INDIANA, \_\_\_\_\_ County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_; personally appeared the within named \_\_\_\_\_

\_\_\_\_\_ Grantor \_\_\_\_\_ in the above conveyance, and acknowledged the same to be \_\_\_\_\_ voluntary act and deed, for the uses and purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.

My Commission expires \_\_\_\_\_ Notary Public



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

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

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

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

..... (Seal) ..... (Seal)  
..... (Seal) ..... (Seal)

State of ..... }  
County of ..... } ss:

Personally appeared before me.....  
..... above named and duly acknowledged the execution of the above release

the ..... day of ....., 19.....  
Witness my hand and official seal.

My Commission expires..... Notary Public

<b>WARRANTY DEED</b>	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	



STATE OF INDIANA, .....

County, ss: .....

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

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

..... Grantor..... in the above conveyance, and acknowl-  
edged the same to be..... voluntary act and deed, for the uses and purposes herein mentioned.  
I have hereunto subscribed my name and affixed my official seal.

My Commission expires..... Notary Public

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County, ss: .....

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edged the same to be..... voluntary act and deed, for the uses and purposes herein mentioned.  
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My Commission expires..... Notary Public

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County, ss: .....

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My Commission expires..... Notary Public

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and/or lien said conveyed land, and does hereby consent to the payment of the consideration therefor as directed in this trans-  
action, this ..... day of ....., 19.....

(Seal) .....

(Seal) .....

(Seal) .....

(Seal) .....

State of ..... }  
County of ..... } ss:

Personally appeared before me .....

..... above named and duly acknowledged the execution of the above release

the ..... day of ....., 19.....

Witness my hand and official seal.

My Commission expires..... Notary Public

Notary Public

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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





# WARRANTY DEED

Project RSG-3332(1)  
Code 1705  
Parcel 5

This Indenture Witnesseth, That \_\_\_\_\_

John O. McIntyre and Mildred L. McIntyre

(Adults husband and wife)

of Hendricks County, in the State of Indiana Convey and Warrant to  
the STATE OF INDIANA for and in consideration of \_\_\_\_\_

Nine hundred eighty four and no/100 (\$84.00) Dollars.

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

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Paid by Warrant No. 4675163

Dated 8-6-1981

JUL 24 1981

3-18-80 psk

Page 1

This Instrument Prepared by John W. Brossar

1705

## INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 — 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46209

Aug. 13

19 81

To John O. McIntyre  
 Mildred L. McIntyre  
 R.R. #2, Box 118  
 Denville, Indiana 46122

GENTLEMEN:

We enclose State Warrant No. 4675163 8-6- 19 81  
 in settlement of the following vouchers:

Transmittal #82-47

Description	Amount
For <u>Purchase of R/W</u> on State Road No. _____ in <u>Hendricks</u> County, Project <u>RSC-3332 (1)</u> Parcel No. <u>5</u> as per Grant/Warranty Deed, Dated <u>7/13/81</u>	\$984.00

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By

Date

*John O. McIntyre*  
*Mildred L. McIntyre*  
 8/15/81

PAYEE'S NAME AND ADDRESS

John O. McElyric  
Mildred L. McElyric  
Rt. 2 Box 11  
Donville Indiana 46122

STATE AGENCY FILL IN. This form may be used only for claims chargeable to Purchase of Right of Way.

Account Number: 400-851611-  
State Agency: State Highway Commission 100  
Appt. Name: Construction  
State State: \$ \_\_\_\_\_  
Federal State: \$ \_\_\_\_\_  
Total Amt. of Check: \$ \_\_\_\_\_

DISTRIBUTION

DATE	7	13	11	Project Number	206	2022	1
	Month	Day	Year		Prefix	Number	Parent
LOCATION CODE	5	0	0	Federal Code 1 or 2	Cost Amount	Dr.-1 Cr.-2	Amount
FUNCTION CODE	8	5		1	47	1	374.00
OBJECT CODE	6	1	1	1	47	3	590.00
PARCEL NO.			5				
COUNTY NAME & NO.	Hendricks						
			32				
							Total 964.00

Purpose of This Payment:

Purchase of R/W

FOR HIGHWAY USE ONLY

C/A	STATE	FEDERAL

Check Delivery Instructions: Yes  (See reverse side)

Send when ready

CLAIMANT'S

Pursuant to the provisions and penalties of Chapter 155 Acts of 1953, as amended:

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid. I also authorize payment to be made as indicated above.

INTERNAL REVIEW, L.A. DIV.  
DATE: JUL 22 1981  
INITIALS: [Signature]

X \_\_\_\_\_  
X By \_\_\_\_\_  
7-11-81 X [Signature]  
X [Signature]  
7-13-81 X [Signature]  
Approved: [Signature] 7-17-81

LIENHOLDERS

I hereby sign this claim voucher as a lienholder and only certify to the extent of my interest therein and authorize payment to be made as indicated above.

X \_\_\_\_\_  
(if a firm or corporation, give name)  
X By \_\_\_\_\_  
Grant Approved as to Form and Parcel A. defect checked, Excepting Real Estate Description. [Signature]  
[Signature] 7/12/81  
Payments Approved as to Account No. and Funds Available.  
[Signature] [Signature] 4-1981  
Approved: \_\_\_\_\_  
Member, Indiana State Highway Commission \_\_\_\_\_  
Vice Chairman, Indiana State Highway Commission \_\_\_\_\_

Approved: [Signature] JUL 27 1981  
Chief, Division of Land Acquisitions

Approved: [Signature] JUL 28 1981  
CHIEF, Indiana State Highway Commission, L.A. DIV.

# STATE OF INDIANA



## INDIANAPOLIS

INDIANA DEPARTMENT OF HIGHWAYS

100 North Senate Avenue  
Indianapolis, Indiana 46204

Room 1101, State Office Building  
317-232-5533

PM 1-2-70

### CLOSING STATEMENT

Project: RSC-3332 (1)  
Parcel: #5  
Fee Owner: John O. and Mildred L. McIntyre  
Address of Property: 2 miles North of Coatesville on State Road 75

Purchase Price \$ 984.00

Less 1st Mortgage to	_____	_____
Less 2nd Mortgage to	_____	_____
Less Assignment of Rents to	_____	_____
Less Barrett Law	_____	_____
Less Retained	_____	_____
Less Taxes	_____	_____
Less Judgements	_____	_____
Amount due to Contract Buyers	_____	_____
Amount due to Fee Owners	_____	_____

TOTAL DISBURSEMENTS \$ 984.00

Acknowledge receipt of copy of this statement, and agree to the amounts shown above:

Fee Owners

John O. and Mildred L. McIntyre

Contract Buyers

I certify that the above are true and correct.

Name

James R. Smith

Date

AUG 13 1981



*Control*

**INDIANA STATE HIGHWAY COMMISSION**

INDIANAPOLIS, INDIANA 46204  
INTER-DEPARTMENT COMMUNICATION

June 22, 1981


MEMORANDUM TO FILE

FROM: Mr. Samuel E. Taylor  
Review Appraiser

RE: Project: RSG-3332(1)  
Parcel: 5            D.I.F.  
Road: SR 75  
County: Hendricks  
Owner: John McIntyre  
Code: 1705

Parcel 5 was returned to the Appraisal Department for re-review due to the change in the net area of residue "A" shown on the land plats to agree with the areas shown on the parcel listing.

There will be no change in the R/W taking. The estimated compensation to the owner remains the same.

  
\_\_\_\_\_  
Samuel E. Taylor  
Review Appraiser  
Date Signed: 6/22/81

SET:tlg  
cc: Mr. Gordon  
Mr. White  
Mr. Taylor  
Parcel  
File



*Parcel*

INDIANA STATE HIGHWAY COMMISSION  
INDIANAPOLIS INDIANA 46204  
INTER-DEPARTMENT COMMUNICATION

June 22, 1981


## MEMORANDUM TO FILE

FROM: Mr. Samuel E. Taylor  
Review Appraiser

RE: Project: RSC-3332(1)  
Parcel: 5  
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\_\_\_\_\_  
Samuel E. Taylor  
Review Appraiser

Date Signed: 6/22/81

SET:tlg  
cc: Mr. Gordon  
Mr. White  
Mr. Taylor  
Parcel ✓  
File

*Control*

CERTIFICATE OF REVIEW APPRAISER AND CONCLUSION OF FAIR MARKET VALUE

Indiana State Highway Commission - Division of Land Acquisition

Project RS63332(1) Road SR75 County HEWLETT Owner JOHN MCINTYRE Parcel # 5

	1st APPRAISAL	2nd APPRAISAL	3rd APPRAISAL	4th APPRAISAL	REVIEWER'S VALUE IF DIFFERENT FROM APPRAISAL
APPRaiser	BUNNELL				
FEE (F), STAFF (S), OWNER (O)	STAFF				
DATE OF APPRAISAL	11/19/80				
BEFORE VALUE	N/A				
AFTER VALUE	N/A				
DIFFERENCE	N/A				
LAND &/OR IMPROVEMENTS	394.00				
LOSS IN VALUE TO REMAINDER	590.00				
ESTIMATED COMPENSATION (DUE PROPERTY OWNER)	984.00				
NON-COMPENSABLE ITEM	N/A				
CHECK (✓) IF APPROVED AS IS	✓				

REVIEWERS COMMENTS AND/OR CORRELATION (SEE ATTACHED SHEET)

I, the undersigned, certify that I have made a visual inspection of the subject and that 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 11/19/80 is \$ 984.00.

DATE 1/23/81 SIGNED Samuel E. Taylor DATE \_\_\_\_\_ SIGNED \_\_\_\_\_  
1st REVIEW APPRAISER 2nd REVIEW APPRAISER

DATE \_\_\_\_\_ APPROVED \_\_\_\_\_  
CHIEF REVIEW APPRAISER

APPROVED APPRAISAL AMT. FOR .197 Ac REQUIRED R/W \$ 984.00  
(AREA SIZE)

APPROVED APPRAISAL AMT. FOR \_\_\_\_\_ EXCESS LAND \$ \_\_\_\_\_  
(AREA SIZE)

I 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: William R. White  
TITLE: ASSISTANT CHIEF APPRAISER  
INDIANA STATE HIGHWAY COMMISSION

1-26-81

HISTORIC DATA

APPRAISER'S NAME	APPRAISED AMOUNT			DATE OF APPRAISAL			DATE OF APPR REVIEW			AMOUNT PAID FOR BUILDINGS			PROPERTY USE	L.A. CODE
	26	29	32	35	37	39	41	43	45	47	50	53	56	75
BUNNELL			984.00	11	19	80	1	22	81				00	RURL 1705



INDIANA STATE HIGHWAY COMMISSION, DIVISION OF LAND ACQUISITION, INDIANAPOLIS, INDIANA  
STATEMENT OF THE BASIS FOR JUST COMPENSATION

1. This is a written statement of, and summary of the basis for, the amount established through the appraisal process as just compensation for the purchase of this right of way for highway purposes. The amount set forth in Item 5 below represents fair market value and said amount is not less than the State's approved appraised value. P.L. 91-646 provides that said value disregards any decrease or increase in fair market value of the property prior to the date of valuation caused by the public improvement for which the property is acquired other than physical deterioration within reasonable control of the owner.

2. The legal description of this acquisition is set forth in the instrument of conveyance in the following identified parcel and this acquisition is identified in Highway Commission records as:

Project R56 3332 (1) Parcel 5 Road SR 75 County HENDEKNS

Owner(s) JOHN MCINTYRE ET VX

3. Interest(s) being acquired: FREE SIMPLE  
The amount in Item 5 below includes payment for the purchase of all interests in the real property and no separately held interest, if any, is being acquired separately in whole or part.

4. This acquisition is (check one): a. ( ) -- A total taking of the real property.  
b. () -- A partial taking of the real property.

5. The State's Offer: Just compensation has been determined by standard and accepted real property appraisal practices and procedures.  
The State's offer for the purchase of this real property is: \$ 984.<sup>00</sup>

6. The amount in Item 5 above includes damages such as loss in value to remainder land and/or improvements and other damages, if any. These values, if any, are as follows:

- a. Loss in value to remainder (severance damages) . . . . . \$ -0-  
b. Other damages (Itemize) COST TO CURE \$ 590.<sup>00</sup>  
Total Damages: \$ 590.<sup>00</sup>

7. Buildings: The amount in Item 5 above includes payment for the purchase of certain buildings and improvements and their ownership shall pass to the State. These buildings and improvements are identified as follows:

N/A

8. Land Improvements, Fixtures, Equipment, Machinery, Signs, Etc.: The amount in Item 5 above includes payment for the purchase of the aforementioned items, and their ownership shall pass to the State. Unless otherwise stated below, said items are now owned by the landowner.

FENCE COST TO CURE

9. Remarks: N/A

1/23/81  
Date

[Signature]  
Signature

INDIANA DEPARTMENT OF HIGHWAYS  
LAND ACQUISITION DIVISION

RECEIPT OF WARRANTY DEED

The undersigned being a Land Agent for the Department of Highways of the State of Indiana, does hereby acknowledge receipt this date of one Warranty

Deed signed by John O. McEntyre and  
Michael L. McEntyre

and conveying certain real estate in Hendricks County to the State of Indiana for highway purposes and which is identified as

Parcel # 5 on Highway Project # R36 3332(1)

I further acknowledge that said deed has been executed and acknowledged by the grantors without payment by me of any consideration and that I am transmitting such deed to the appropriate highway authority for review subject to approval.

It is understood and agreed that this deed will either be returned to the grantor not approved or the State of Indiana through its proper agencies will cause such deed to be processed for payment in the amount of \$ 98400.

INDIANA DEPARTMENT OF HIGHWAYS

Philip W. [Signature]  
Land Agent

Date 7/15/81

PROJECT NO. 2543332 (1)

COUNTY Hendricks PARCEL NO. 5 CODE NO. 1705

NAME & ADDRESS OF OWNER John O. McIntyre and Mildred L. McIntyre (Jr)  
RR#4 Box 18 Danville In 46122 PHONE 1-317-386-7360

NAME & ADDRESS OF PERSON CONTACTED above

PHONE

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

DATE ASSIGNED 7-6-81 DATE OF CONTACT 7-13-81 TIME OF CONTACT 1:00 AM

OFFER \$ 98400 TYPE OF CONTACT:  PERSONAL VISIT, ( ) TELEPHONE CALL  
Write, YES, NO or N/A (for Not Applicable), as appropriate, in each numbered blank space:

- |  |  |
|--|--|
| 1. <u>NA</u> Checked Abstract with owner?      | 13. <u>NA</u> Sent Daily Notice to Relocation Section? |
| 2. <u>NA</u> Any affidavits taken?             | LEFT FOLLOWING PAPERS WITH OWNERS:                     |
| 3. <u>NA</u> Any mortgage(s)?                  | 14. <u>NA</u> Written offer?                           |
| 4. <u>NA</u> Any other liens, judgments, etc.? | 15. <u>NA</u> Land Acquisition Brochure?               |
| 5. <u>NA</u> Showed plans? Explained take?     | 16. <u>NA</u> Retention Letter?                        |
| 6. <u>NA</u> Explained about retentions?       | 17. <u>NA</u> Statement of Just Compensation?          |
| 7. <u>NA</u> Any major item retained?          | 18. <u>NA</u> Tax memo (interim period)?               |
| 8. <u>NA</u> Any minor items retained?         | 19. <u>yes</u> Receipt of Deed?                        |
| 9. <u>NA</u> Walked over property?             | 20. <u>yes</u> Copy of Deed?                           |
| 10. <u>NA</u> Arranged for owner to pay taxes? | 21. <u>NA</u> Private appraisal letter?                |
| 11. <u>NA</u> Secured Right-of-Entry?          | 22. <u>NA</u> Brochure, "Relocation & You"?            |
| 12. <u>NA</u> Secured driveway Right-of-Entry? |  |

REMARKS: Owners executed the Acceptance of Offer Form, Warranty Deed and Claim Voucher confirming acceptance of offer form.

I explained that the State required a maximum of 90 days to make payment.

Status of Parcel:  Secured, ( ) Condemned, ( ) Other (Explain):

- Distribution Made
- Parcel
  - Owner
  - Broker
  - Weekly Summary
  - Attorney
  - Other, Specify

Philip V. ...  
(Signature)

PROJECT NO. 256 3332 (1)  
COUNTY Hendricks PARCEL NO. 5 CODE NO. 1705  
NAME & ADDRESS OF OWNER John O. McIntyre and Mildred L. McIntyre (H&W)  
Rt 1 Box 118 Danville In 46122 PHONE 1317-387360  
NAME & ADDRESS OF PERSON CONTACTED above

PHONE

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

DATE ASSIGNED 7-6-81 DATE OF CONTACT 7-13-81 TIME OF CONTACT 9:00 A.M.

OFFER \$ 984.00 TYPE OF CONTACT:  -PERSONAL VISIT, ( ) -TELEPHONE CALL  
Write, YES, NO or N/A (for Not Applicable), as appropriate, in each numbered blank space:

- |  |  |
|--|--|
| 1. <input checked="" type="checkbox"/> Checked Abstract with owner?      | 13. <input checked="" type="checkbox"/> Sent Daily Notice to Relocation Section? |
| 2. <input checked="" type="checkbox"/> Any affidavits taken?             | LEFT FOLLOWING PAPERS WITH OWNERS:   |
| 3. <input checked="" type="checkbox"/> Any mortgage(s)?                  | 14. <input checked="" type="checkbox"/> Written offer?                           |
| 4. <input checked="" type="checkbox"/> Any other liens, judgments, etc.? | 15. <input checked="" type="checkbox"/> Land Acquisition Brochure?               |
| 5. <input checked="" type="checkbox"/> Showed plans? Explained take?     | 16. <input checked="" type="checkbox"/> Retention Letter?                        |
| 6. <input checked="" type="checkbox"/> Explained about retentions?       | 17. <input checked="" type="checkbox"/> Statement of Just Compensation?          |
| 7. <input checked="" type="checkbox"/> Any major item retained?          | 18. <input checked="" type="checkbox"/> Tax memo (interim period)?               |
| 8. <input checked="" type="checkbox"/> Any minor items retained?         | 19. <input checked="" type="checkbox"/> Receipt of Deed?                         |
| 9. <input checked="" type="checkbox"/> Walked over property?             | 20. <input checked="" type="checkbox"/> Copy of Deed?                            |
| 10. <input checked="" type="checkbox"/> Arranged for owner to pay taxes? | 21. <input checked="" type="checkbox"/> Private appraisal letter?                |
| 11. <input checked="" type="checkbox"/> Secured Right-of-Entry?          | 22. <input checked="" type="checkbox"/> Brochure, "Relocation & You"?            |
| 12. <input checked="" type="checkbox"/> Secured driveway Right-of-Entry? |  |

REMARKS: Received unnoticed Acceptance of Offer Form 7/1/81  
from property owners and parcel withdrawn from condemnation  
processing  
They were out of town during week of 7/5/81  
but gave me an appointment for 7/13/81 to execute  
documents.

Status of Parcel: ( ) -Secured, ( ) -Condemned, (X) -Other (Explain): Follow-up  
Distribution Made  
( ) Parcel ( ) Weekly Summary  
( ) Owner ( ) Attorney  
(X) Broker ( ) Other, Specify  
Philip M. Kortman  
(Signature)



PROJECT NO. R5G 3332 (1)

COUNTY Hendricks PARCEL NO. 5 CODE NO. 17A5

NAME & ADDRESS OF OWNER John O McEntyre et ux  
RR #1 Box 118 Danville IN 46122 PHONE 1-317-382-7360

NAME & ADDRESS OF PERSON CONTACTED see below

PHONE

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

DATE ASSIGNED 7-6-81 DATE OF CONTACT 7-9-81 TIME OF CONTACT 1:00 AM

OFFER \$ 98400 TYPE OF CONTACT:  -PERSONAL VISIT, ( ) -TELEPHONE CALL  
Write, YES, NO or N/A (for Not Applicable), as appropriate, in each numbered blank space:

- |   |  |
|---|--|
| 1. <u>NA</u> Checked Abstract with owner?     | 13. <u>NA</u> Sent Daily Notice to Relocation Section? |
| 2. <u>/</u> Any affidavits taken?             | 14. <u>/</u> LEFT FOLLOWING PAPERS WITH OWNERS:        |
| 3. <u>/</u> Any mortgage(s)?                  | 15. <u>/</u> Written offer?                            |
| 4. <u>/</u> Any other liens, judgments, etc.? | 16. <u>/</u> Land Acquisition Brochure?                |
| 5. <u>/</u> Showed plans? Explained take?     | 17. <u>/</u> Retention Letter?                         |
| 6. <u>/</u> Explained about retentions?       | 18. <u>/</u> Statement of Just Compensation?           |
| 7. <u>/</u> Any major item retained?          | 19. <u>/</u> Tax memo (interim period)?                |
| 8. <u>/</u> Any minor items retained?         | 20. <u>/</u> Receipt of Deed?                          |
| 9. <u>/</u> Walked over property?             | 21. <u>/</u> Copy of Deed?                             |
| 10. <u>/</u> Arranged for owner to pay taxes? | 22. <u>/</u> Private appraisal letter?                 |
| 11. <u>/</u> Secured Right-of-Entry?          | 23. <u>/</u> Brochure, "Relocation & You"?             |
| 12. <u>/</u> Secured driveway Right-of-Entry? |  |

REMARKS: Unable to contact Mr McEntyre by phone, I drove to his home to learn that there was no one at home and was also unable to raise a neighbor. so I'll follow-up again next week.

Status of Parcel: ( ) -Secured, ( ) -Condemned, ( ) -Other (Explain): Follow-up  
Distribution Made  
 Parcel  
 Owner  
 Broker  
 Weekly Summary  
 Attorney  
 Other, Specify  
Philip J. Stertenberger  
(Signature)

PROJECT NO. RSG 3332 (1)

COUNTY Hendricks PARCEL NO. 5 CODE NO. 1705

NAME & ADDRESS OF OWNER John O. McIntyre and Mildred L. McIntyre (his w)  
RR #2 Box 118 Danville In 46122 PHONE 1-317-386-7360

NAME & ADDRESS OF PERSON CONTACTED Note for parcel

PHONE

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

DATE ASSIGNED <sup>12</sup>6-29-81 DATE OF CONTACT NA TIME OF CONTACT NA

OFFER \$ 98400 TYPE OF CONTACT: ( )-PERSONAL VISIT, ( )-TELEPHONE CALL  
Write, YES, NO or N/A (for Not Applicable), as appropriate, in each numbered blank space:

- |  |  |
|--|--|
| 1. <u>NA</u> Checked Abstract with owner?      | 13. <u>NA</u> Sent Daily Notice to Relocation Section? |
| 2. <u>NA</u> Any affidavits taken?             |  |
| 3. <u>NA</u> Any mortgage(s)?                  | LEFT FOLLOWING PAPERS WITH OWNERS:                     |
| 4. <u>NA</u> Any other liens, judgments, etc.? | 14. <u>NA</u> Written offer?                           |
| 5. <u>NA</u> Showed plans? Explained take?     | 15. <u>NA</u> Land Acquisition Brochure?               |
| 6. <u>NA</u> Explained about retentions?       | 16. <u>NA</u> Retention Letter?                        |
| 7. <u>NA</u> Any major items retained?         | 17. <u>NA</u> Statement of Just Compensation?          |
| 8. <u>NA</u> Any minor items retained?         | 18. <u>NA</u> Tax memo (interim period)?               |
| 9. <u>NA</u> Walked over property?             | 19. <u>NA</u> Receipt of Deed?                         |
| 10. <u>NA</u> Arranged for owner to pay taxes? | 20. <u>NA</u> Copy of Deed?                            |
| 11. <u>NA</u> Secured Right-of-Entry?          | 21. <u>NA</u> Private appraisal letter?                |
| 12. <u>NA</u> Secured driveway Right-of-Entry? | 22. <u>NA</u> Brochure, "Relocation & You"?            |

REMARKS: The parcel was returned for re-negotiation because the net total area and the area of Res A shown on the Land Plat were corrected to agree with the areas shown on the Parcel listing.  
There is no change in the taking and no change in the offer and, therefore, the parcel is returned for condemnation.

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

Distribution Made

- |                        |                          |
|------------------------|--------------------------|
| <u>NA</u> Parcel Owner | { } Weekly Summary       |
| <u>NA</u> Broker       | { } Attorney             |
|                        | <u>NA</u> Other, Specify |

Sheep V. Metzger  
(Signature)

PROJECT NO. 256 3332 (1)

COUNTY Hendricks PARCEL NO. 5 CODE NO. 1705

NAME & ADDRESS OF OWNER John O. McIntyre and Mildred L. McIntyre (Wife)  
RR #2 Box 118 Danville In 46122 PHONE \_\_\_\_\_

NAME & ADDRESS OF PERSON CONTACTED Mr John O. McIntyre  
above PHONE \_\_\_\_\_

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

DATE ASSIGNED 7-7-81 DATE OF CONTACT 4-29-81 TIME OF CONTACT 5:00 Am

OFFER \$ 984.00 TYPE OF CONTACT: ( )-PERSONAL VISIT, (X)-TELEPHONE CALL  
Write, YES, NO or N/A (for Not Applicable), as appropriate, in each numbered blank space:

- |   |  |
|---|--|
| 1. <u>NA</u> Checked Abstract with owner?     | 13. <u>NA</u> Sent Daily Notice to Relocation Section?         |
| 2. <u>/</u> Any affidavits taken?             | 14. <u>/</u> LEFT FOLLOWING PAPERS WITH OWNERS: Written offer? |
| 3. <u>/</u> Any mortgage(s)?                  | 15. <u>/</u> Land Acquisition Brochure?                        |
| 4. <u>/</u> Any other liens, judgments, etc.? | 16. <u>/</u> Retention Letter?                                 |
| 5. <u>/</u> Showed plans? Explained take?     | 17. <u>/</u> Statement of Just Compensation?                   |
| 6. <u>/</u> Explained about retentions?       | 18. <u>/</u> Tax memo (interim period)?                        |
| 7. <u>/</u> Any major item retained?          | 19. <u>/</u> Receipt of Deed?                                  |
| 8. <u>/</u> Any minor items retained?         | 20. <u>/</u> Copy of Deed?                                     |
| 9. <u>/</u> Walked over property?             | 21. <u>/</u> Private appraisal letter?                         |
| 10. <u>/</u> Arranged for owner to pay taxes? | 22. <u>/</u> Brochure, "Relocation & You"?                     |
| 11. <u>/</u> Secured Right-of-Entry?          |  |
| 12. <u>/</u> Secured driveway Right-of-Entry? |  |

REMARKS: Called Mr McIntyre to obtain his response to our offer since I understood from Mr Clyde Layman Parcel #4 who owns property adjoining that of Mr McIntyres that they had agreed upon an exchange of property. I also confirmed that I had told Mr Layman that I would prefer that they exchange their properties after our acquisition because to do so before hand would prolong the project so he accepted the offer and said he would advise Mr McIntyre accordingly.  
Mr McIntyre said he could not accept this condition

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

Distribution Made  
 Parcel  
 Owner  
 Broker  
 Weekly Summary  
 Attorney  
 Other, Specify

Philip W. Kertman  
(Signature)

REMARKS (Continued) as he would expect that they make the exchange of property before the acquisition thereby permitting us to make payment for fence damages on the property he was to obtain from Mr Layman and which is involved in our acquisition. I told Mr McIntyre that there was much more involved than that. The parcels would both be returned to engineering for re-survey, new descriptions of both properties, changes to the Plan and Profile sheets, changes to the Land Plats, changes in the descriptions of the acquisitions from both properties and re-review by the appraisal section and new offers made to both parties. Mr McIntyre was of the opinion that the procedure outlined could be simplified and ask for the name of my boss which I gave him - Mr John Terwilliger Tel. No 1-317-232-5050 - and suggested that he call him. In the meantime, I told Mr McIntyre that if he was unable to accept our offer I would have to submit the parcel to the Deputy Attorney General for legal action as outlined on Page 2 of our offering letter given to him on 2-9-81.

Note: Mr Layman owns a piece of ground in the NE Quadrantal of the intersection of S.R. 15 and Co. Rd 250 S (Danville Greenock Rd), abutting ground owned by Mr McIntyre, from which we plan to obtain a corner cut for R/W purposes. Mr McIntyre on the other hand owns a

Philip J. Terwilliger  
Signature

Date

4/27/81



REMARKS (Continued) piece of ground south of the aforementioned  
Co. Rd and some 400' East of the subject intersection which  
piece of ground is not involved in the Plan acquisition.

Philip J. Martinkuski  
Signature Date 4/29  
Page 3 of 3

INDIANA STATE HIGHWAY COMMISSION  
Land Acquisition Division (Rev. 10-75)  
State Form 2601

PROJECT NO. 2563332 (1)COUNTY Hendricks PARCEL NO. 5 CODE NO. 1765NAME & ADDRESS OF OWNER John O. McIntyre et al

PHONE \_\_\_\_\_

NAME & ADDRESS OF PERSON CONTACTED Mr John O. Mc Intyreabove

PHONE \_\_\_\_\_

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

DATE ASSIGNED 3-2-81 DATE OF CONTACT 4-14-81 TIME OF CONTACT 10:30 A.M.OFFER \$ 984.00 TYPE OF CONTACT: -PERSONAL VISIT, ( )-TELEPHONE CALL  
Write, YES, NO or N/A (For Not Applicable), as appropriate, in each numbered blank space:

- |   |  |
|---|--|
| 1. <u>NA</u> Checked Abstract with owner?     | 13. <u>NA</u> Sent Daily Notice to Relocation Section? |
| 2. <u>/</u> Any affidavits taken?             |  |
| 3. <u>/</u> Any mortgage(s)?                  | LEFT FOLLOWING PAPERS WITH OWNERS:                     |
| 4. <u>/</u> Any other liens, judgments, etc.? | 14. <u>/</u> Written offer?                            |
| 5. <u>/</u> Showed plans? Explained take?     | 15. <u>/</u> Land Acquisition Brochure?                |
| 6. <u>/</u> Explained about retentions?       | 16. <u>/</u> Retention Letter?                         |
| 7. <u>/</u> Any major item retained?          | 17. <u>/</u> Statement of Just Compensation?           |
| 8. <u>/</u> Any minor items retained?         | 18. <u>/</u> Tax memo (interim period)?                |
| 9. <u>/</u> Walked over property?             | 19. <u>/</u> Receipt of Deed?                          |
| 10. <u>/</u> Arranged for owner to pay taxes? | 20. <u>/</u> Copy of Deed?                             |
| 11. <u>/</u> Secured Right-of-Entry?          | 21. <u>/</u> Private appraisal letter?                 |
| 12. <u>/</u> Secured driveway Right-of-Entry? | 22. <u>/</u> Brochure, "Relocation & You"?             |

REMARKS: Clarified staking and new RW-property line and confirmed that I couldn't be a "go-between" for him and Mr Layman on fence damages to be paid to Mr Layman although he (Mr McIntyre) has joined and placed fencing and an access on the residue abutting his property on the south.

Also told Mr McIntyre that he should continue to discuss the matter with Mr Layman as I expected to contact them and it was expected that the offer to them was acceptable and they would execute the required documents in acceptance of the offer.

Status of Parcel: ( )-Secured, ( )-Condemned, -Other (Explain): follow up

Distribution Made

- |                                 |  |
|---------------------------------|--|
| <input type="checkbox"/> Parcel | <input type="checkbox"/> Weekly Summary            |
| <input type="checkbox"/> Owner  | <input type="checkbox"/> Attorney                  |
| <input type="checkbox"/> Broker | <input checked="" type="checkbox"/> Other, Specify |

Philip W. Wertenberger  
(Signature)

PROJECT NO. R29 3332 (1)

COUNTY Hendricks PARCEL NO. 5 CODE NO. 1705

NAME & ADDRESS OF OWNER John O. McEntyre and Michael L. McEntyre (Jr)  
RR#1 Coatesville In 46121 PHONE \_\_\_\_\_

NAME & ADDRESS OF PERSON CONTACTED above PHONE \_\_\_\_\_

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

DATE ASSIGNED 7-7-81 DATE OF CONTACT 3-31-81 TIME OF CONTACT 11:30 A.M.

OFFER \$ 98400 TYPE OF CONTACT: -PERSONAL VISIT, -TELEPHONE CALL  
Write, YES, NO or N/A (for Not Applicable), as appropriate, in each numbered blank space:

- |   |  |
|---|--|
| 1. <input checked="" type="checkbox"/> <u>NA</u> Checked Abstract with owner? | 13. <input checked="" type="checkbox"/> <u>NA</u> Sent Daily Notice to Relocation Section? |
| 2. <input type="checkbox"/> Any affidavits taken?                             | LEFT FOLLOWING PAPERS WITH OWNERS:   |
| 3. <input type="checkbox"/> Any mortgage(s)?                                  | 14. <input type="checkbox"/> Written offer?  |
| 4. <input type="checkbox"/> Any other liens, judgments, etc.?                 | 15. <input type="checkbox"/> Land Acquisition Brochure?                                    |
| 5. <input type="checkbox"/> Showed plans? Explained take?                     | 16. <input type="checkbox"/> Retention Letter?   |
| 6. <input type="checkbox"/> Explained about retentions?                       | 17. <input type="checkbox"/> Statement of Just Compensation?                               |
| 7. <input type="checkbox"/> Any major item retained?                          | 18. <input type="checkbox"/> Tax memo (interim period)?                                    |
| 8. <input type="checkbox"/> Any minor items retained?                         | 19. <input type="checkbox"/> Receipt of Deed?  |
| 9. <input type="checkbox"/> Walked over property?                             | 20. <input type="checkbox"/> Copy of Deed?   |
| 10. <input type="checkbox"/> Arranged for owner to pay taxes?                 | 21. <input type="checkbox"/> Private appraisal letter?                                     |
| 11. <input type="checkbox"/> Secured Right-of-Entry?                          | 22. <input type="checkbox"/> Brochure, "Relocation & You"?                                 |
| 12. <input type="checkbox"/> Secured driveway Right-of-Entry?                 |  |

REMARKS: Called for an appointment, to learn from Mrs McEntyre that  
Mr McEntyre should be in about noon and I should be able  
to see him if I arrived about 12:30 P.M.

I arrived about 12:40 Pm but couldn't find anyone at home  
4/18/81 Sorry I missed you. Enclosed is copy of The Plan sheet  
showing the acquisition and measurements of The 0.197 Acs involved.  
I've added also the figures for the cost share, fence damages  
for your information.

I'll call you Monday 4-6-84 to see if I am set up  
another appointment with you.

Status of Parcel: ( )-Secured, ( )-Condemned, -Other (Explain): Follow-up  
Distribution Made  
 Parcel  Weekly Summary  
 Owner  Attorney  
 Broker  Other, Specify  
Philip Vertaberg  
(Signature)

1705

PROJECT NO. RS 3332 (1)

COUNTY Hendricks PARCEL NO. 5 CODE NO. 1705

NAME & ADDRESS OF OWNER John O. McIntyre et ux

RR #1 Coatesville IN 461212 PHONE 1-317-386-7360

NAME & ADDRESS OF PERSON CONTACTED above

PHONE

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

DATE ASSIGNED 7-7-81 DATE OF CONTACT 3-9-81 TIME OF CONTACT 9:51A

OFFER \$ 954.00 TYPE OF CONTACT: ( )-PERSONAL VISIT, (X)-TELEPHONE CALL  
Write, YES, NO or N/A (for Not Applicable), as appropriate, in each numbered blank space:

- |   |  |
|---|--|
| 1. <u>N/A</u> Checked Abstract with owner?    | 13. <u>NO</u> Sent Daily Notice to Relocation Section? |
| 2. <u>/</u> Any affidavits taken?             |  |
| 3. <u>/</u> Any mortgage(s)?                  | LEFT FOLLOWING PAPERS WITH OWNERS:                     |
| 4. <u>/</u> Any other liens, judgments, etc.? | 14. <u>/</u> Written offer?                            |
| 5. <u>/</u> Showed plans? Explained take?     | 15. <u>/</u> Land Acquisition Brochure?                |
| 6. <u>/</u> Explained about retentions?       | 16. <u>/</u> Retention Letter?                         |
| 7. <u>/</u> Any major item retained?          | 17. <u>/</u> Statement of Just Compensation?           |
| 8. <u>/</u> Any minor items retained?         | 18. <u>/</u> Tax memo (interim period)?                |
| 9. <u>/</u> Walked over property?             | 19. <u>/</u> Receipt of Deed?                          |
| 10. <u>/</u> Arranged for owner to pay taxes? | 20. <u>/</u> Copy of Deed?                             |
| 11. <u>/</u> Secured Right-of-Entry?          | 21. <u>/</u> Private appraisal letter?                 |
| 12. <u>/</u> Secured driveway Right-of-Entry? | 22. <u>/</u> Brochure, "Relocation & You"?             |

REMARKS: told Mr McIntyre that as soon as the layman acquisition, residue, was restated and described I'd call him to clarify the approx. size of the residue and fencing abutting his property.

Status of Parcel: ( )-Secured, ( )-Condemned, (X)-Other (Explain) volley-ap  
Distribution Made  
( ) Parcel ( ) Weekly Summary  
(X) Owner ( ) Attorney  
(X) Broker (X) Other, Specify Philip W. Wintersberger  
(Signature)



PROJECT NO. BSG 5332(1)

COUNTY Headricks PARCEL NO. 5 CODE NO. 1705

NAME & ADDRESS OF OWNER John O. McTigue and Mildred L. McTigue (H & W)  
2211 Coatsville Ln 4621 PHONE 1-317-387-360

NAME & ADDRESS OF PERSON CONTACTED obvrc  
PHONE \_\_\_\_\_

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

DATE ASSIGNED 7-2-81 DATE OF CONTACT 7-9-81 TIME OF CONTACT 2:30 PM

OFFER \$ 984.00 TYPE OF CONTACT: (X) PERSONAL VISIT, ( ) TELEPHONE CALL  
Write, YES, NO or N/A (for Not Applicable), as appropriate, in each numbered blank space:

- |  |   |
|--|---|
| 1. <u>YES</u> Checked Abstract with owner?     | 13. <u>YES</u> Sent Daily Notice to Relocation Section? |
| 2. <u>NO</u> Any affidavits taken?             |   |
| 3. <u>NO</u> Any mortgage(s)?                  | LEFT FOLLOWING PAPERS WITH OWNERS:                      |
| 4. <u>NO</u> Any other liens, judgments, etc.? | 14. <u>YES</u> Written offer?                           |
| 5. <u>YES</u> Showed plans? Explained take?    | 15. <u>YES</u> Land Acquisition Brochure?               |
| 6. <u>NO</u> Explained about retentions?       | 16. <u>NO</u> Retention Letter?                         |
| 7. <u>NO</u> Any major item retained?          | 17. <u>YES</u> Statement of Just Compensation?          |
| 8. <u>NO</u> Any minor items retained?         | 18. <u>NO</u> Tax memo (interim period)?                |
| 9. <u>YES</u> Walked over property?            | 19. <u>NO</u> Receipt of Deed?                          |
| 10. <u>NO</u> Arranged for owner to pay taxes? | 20. <u>YES</u> Copy of Deed? <u>Hand copy only</u>      |
| 11. <u>NO</u> Secured Right-of-Entry?          | 21. <u>YES</u> Private appraisal letter?                |
| 12. <u>NO</u> Secured driveway Right-of-Entry? | 22. <u>NO</u> Brochure, "Relocation & You"?             |

REMARKS: With the aid of the Plan and Profile sheets discussed the project in general as a re-bidding of the Conrail tracks on 2 R 75 and more particularly the need to acquire 0.197 acres of perm. R/W from this property as reflected on the attached Land Plat and described on the attached Warranty Deed. Discussed the special 3' bottom ditch to be constructed on the 14 in the R/W and the sodding to be provided. Presented the States offer for this acquisition of \$984.00 being \$394.00 for the land and \$550.00 for cost-to-cure fencing damages, as reflected in the States offering letter and an attached

Status of Parcel: ( ) - Secured, ( ) - Condemned, (X) - Other (Explain): mkys offer

Distribution Made

- |  |  |
|--|--|
| <input type="checkbox"/> Parcel            | <input type="checkbox"/> Weekly Summary            |
| <input checked="" type="checkbox"/> Owner  | <input type="checkbox"/> Attorney                  |
| <input checked="" type="checkbox"/> Broker | <input checked="" type="checkbox"/> Other, Specify |

Philip V. [Signature]  
(Signature)

REMARKS (Continued) copy of the 5 statement of The Basis For Just Compensation.

Mr McIntyre said he had always thought he owned the ground from the Card Rd north along the S.R. 75 and installed and maintained the fence from the corner East along the Rd R on the Card 250s. I told Mr McIntyre that if he would examine his abstract and give us any copies of the descriptions of his land we would ask the engineering dept to double check the ownership.

Mr McIntyre said I could check with him in a couple of weeks to discuss the matter again. In the meantime I told him I'd have the acquisition staked for clarification.

Philip J. Hurlbut, Jr.  
Signature

Date

PROJECT NO. RS6 3332 (1)

COUNTY Headwick PARCEL NO. 5 CODE NO. 1705

NAME & ADDRESS OF OWNER John O. Mc Intyre et ux  
RR #1 Loatsville IN 46121 PHONE 316-7360

NAME & ADDRESS OF PERSON CONTACTED above

PHONE

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

DATE ASSIGNED 7-7-81 DATE OF CONTACT 7-7-81 TIME OF CONTACT 10:37A

OFFER \$ 954.00 TYPE OF CONTACT: ( )-PERSONAL VISIT, (X)-TELEPHONE CALL  
Write, YES, NO or N/A (for Not Applicable), as appropriate, in each numbered blank space:

- |   |  |
|---|--|
| 1. <u>NA</u> Checked Abstract with owner?     | 13. <u>NA</u> Sent Daily Notice to Relocation Section? |
| 2. <u>/</u> Any affidavits taken?             | 14. <u>/</u> LEFT FOLLOWING PAPERS WITH OWNERS:        |
| 3. <u>/</u> Any mortgage(s)?                  | 14. <u>/</u> Written offer?                            |
| 4. <u>/</u> Any other liens, judgments, etc.? | 15. <u>/</u> Land Acquisition Brochure?                |
| 5. <u>/</u> Showed plans? Explained take?     | 16. <u>/</u> Retention Letter?                         |
| 6. <u>/</u> Explained about retentions?       | 17. <u>/</u> Statement of Just Compensation?           |
| 7. <u>/</u> Any major item retained?          | 18. <u>/</u> Tax memo (interim period)?                |
| 8. <u>/</u> Any minor items retained?         | 19. <u>/</u> Receipt of Deed?                          |
| 9. <u>/</u> Walked over property?             | 20. <u>/</u> Copy of Deed?                             |
| 10. <u>/</u> Arranged for owner to pay taxes? | 21. <u>/</u> Private appraisal letter?                 |
| 11. <u>/</u> Secured Right-of-Entry?          | 22. <u>/</u> Brochure, "Relocation & You"?             |
| 12. <u>/</u> Secured driveway Right-of-Entry? |  |

REMARKS: Mr Mc Intyre gave me an appointment for Monday 2-9-81 - time to be confirmed by phone that morning.

Status of Parcel: ( )-Secured, ( )-Condemned, (X)-Other (explain): mkj app #  
Distribution Made  
( ) Parcel ( ) Weekly Summary  
( ) Owner ( ) Attorney  
( ) Broker ( ) Other, Specify  
Arthur J. Stutenberger  
(Signature)

## CONDIGNATION REPORT

Past experience has indicated that the negotiator is in an excellent position to gather information which frequently proves very valuable and helpful during a trial. Completing of the following questions will materially aid the attorney representing the State. In answering the following questions, please answer them as accurately and as completely as you can, avoiding yes and no answers wherever possible. Where more than one negotiator has participated, each should fill out separate forms. Answer legibly in the space provided. If more space is needed, please complete answer on back of that sheet and make reference in answer to paragraph and question number.

DATE ~~5-18-81~~ 6-29-81

1. PROJECT NUMBER RS63332(1) 2. PARCEL # 5
3. COUNTY Hendricks 4. ROAD # J.R. '75
5. OWNER'S NAME John O Mc Intyre and  
Mildred L Mc Intyre
6. COMPLETE ADDRESS RR#2 Box#118  
COUNTY Hendricks CITY Danville STATE In 46122
7. RELATIONSHIP (CORPORATION) (HUSBAND-WIFE) (ETC.) \_\_\_\_\_  
husband-wife
8. IF CORPORATION, NAME OF PRESIDENT NA
9. NAME AND TITLE OF CORP. OFFICIAL YOU NEGOTIATED WITH NA
10. What is the interest of those in possession (occupants) \_\_\_\_\_  
OWNERS  
(See 7 — for complete addresses and names.)
11. A. LESSEE NONE
- a. ADDRESS \_\_\_\_\_  
COUNTY \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_
- B. TENANT NONE
- a. ADDRESS \_\_\_\_\_  
COUNTY \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

VOID  
7-20-81  
JDT

*John J. Jewell*  
5-4-81



C. SELLER \_\_\_\_\_ NAME \_\_\_\_\_  
a. ADDRESS \_\_\_\_\_

COUNTY \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

D. CONTRACT PURCHASER \_\_\_\_\_ NAME \_\_\_\_\_  
a. ADDRESS \_\_\_\_\_

COUNTY \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

I. MORTGAGEE \_\_\_\_\_ NAME \_\_\_\_\_  
a. ADDRESS \_\_\_\_\_

COUNTY \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

F. OWNER'S ATTORNEY \_\_\_\_\_ UNKNOWN \_\_\_\_\_  
a. ADDRESS \_\_\_\_\_

COUNTY \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

G. COUNTY AUDITOR Patricia J. Noel  
a. ADDRESS \_\_\_\_\_

COUNTY hendricks CITY Danville STATE IN 46122

H. OTHER \_\_\_\_\_ NAME \_\_\_\_\_  
a. ADDRESS \_\_\_\_\_

COUNTY \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

B. A. DATE PARCEL ASSIGNED FOR NEGOTIATION \_\_\_\_\_ 2-2-81 \_\_\_\_\_

B. DATE OF FIRST NEGOTIATION CONTACT WITH PROPERTY OWNER \_\_\_\_\_ 2-9-81 \_\_\_\_\_

9. PLACE \_\_\_\_\_ Owners residence \_\_\_\_\_

10. PERSONS PRESENT John O. McIntyre and Mildred L. McIntyre and

11. WHAT WAS SAID AND BY WHOM? Buyer Philip V. Werfenberger  
with the aid of the Plan sheets explained  
the project in general as a replacement of  
the bridge over the Conrail tracks and the  
leakage of the highway approaches to the  
bridge. More particularly discussed the need  
to acquire 0.97 acres of Perm. RW from the property  
as reflected on copy of the land plat and as described  
on the attached copy of the Warranty Deed.

Discussed the 3' bottom ditch to be constructed in the row on the rt and the sodding to be provided. Presented the states of offer for this acquisition of \$999.00 being \$304.00 for the land and \$500.00 for cost to Eric Jencing damages as reflected in the states offering letter and statement of the loss for just compensation attached. Mr. McIntyre said he had always thought he owned the ground from Air Cords north on S.R. 75 (including the corner cut which we show is owned by Mr. Clyde Layman Parcel #4) I told him to check the ownership w/our Engrg Dept and we could again discuss the matter when in a couple of weeks. In the meantime I would have the property staked.

12. A. How many times have you contacted the property owner(s) or their attorney(s) since your initial visit? Specify dates, places, and resume of discussions, also persons present.

3-9-81 Told Mr. McIntyre that I'd call him as soon as staking was completed.

4-1-81 missed appointment for 3-31-81 so mailed him copy of plan sheet reflecting acquisition and posted thereon the fence damage figures.

4-4-81 Clarified staking of acquisition and confirmed that I couldn't be a "go between" for him and Mr. Layman on fence damages to be paid Mr. Layman for fence Mr. McIntyre says he installed on Mr. Layman's property which admits Mr. McIntyre's property on the south. Told Mr. McIntyre he should continue to discuss the matter of Mr. Layman because I anticipate the Laymans would accept our offer on my next call.

4-14-81 Mr. McIntyre confirmed that he and Mr. Layman had reached agreement on exchange of ground but couldn't accept the offer since we had accepted Mr. Layman's agreement to accept our offer and to wait for the exchange of ground would involve a return of both parcels to the engineers for change of description of the properties, change of Plan sheets and Lot & Plats and a change to each offer by the Appraisal Section.

Consequently I told Mr. McIntyre I would condemn the parcel and explained the Order letter.

4-24-81 Net area and area of Rcs A shown on Lot Plat etc correct to offer as in the area shown on 3-11-81 Parcel Plat. There is no change in the Rcs A area and no change in offer. Parcel returned for cond. and return.

- B. Only one personal contact was made, explain why no more were available before condemning this parcel.

NA

13. What statements have you made to the property owner(s) or their attorney(s) with reference to the highway project or its affect upon their property?

*The need for replacing the bridge and the safety improvement to result therefrom.*

14. What complaints, if any, have the property owner(s) made with reference to the highway project on their property? Describe in detail.

*None - but the owner has jenced abouting property as his own and wants us to pay him the same damages we are paying to the property owner for jencing in this area.*

15. What adjustments or actions have been taken, if any, and by whom with respect to any of the complaints of the property owner(s)? Describe in detail.

*I told Mr McIntyre that we couldn't pay him for jencing on someone elses property nor could I assume the role of a negotiator between them.*

16. A. Date last offer was made 2-19-81

Amount of last offer \$ 984.00

- B. If amount of last offer is different than amount of first offer state amount of first offer and explain why.

NA

17. How much does property owner demand?  
*He is of the opinion that we should pay him the sum we are paying to the owner of the property for jencing on the property abutting him on the south.*

18. What are the reasons for claiming a higher amount than that offered by the State?

*See #17 above*

19. How many acres or square feet are involved in the take and what is the nature of the take (e.g., 12 acres right of way,  $\frac{1}{2}$  acre temporary, roads, etc.)?

*0.197 acres permanent RW*

20. How many acres are there in the remaining property?

*99.749 acres*

21. What were the uses of this property in the before condition? Describe in detail.

*agricultural*

22. How will these uses be affected by the highway project? Describe in detail.

*unchanged*

23. How many appraisals have been made on the subject property? Specify names of appraisers and date(s) of appraisals.

*one - Darrell E. Bunnell - 12-4-80*

24. Has the landowner received any recent offers for his property? If so, describe fully.

*unknown*

25. Who are the appraisers for the property owner(s), if any?

*unknown*

26. If you have any information about their qualifications, experience, etc., please describe.

*NA*

27. In your opinion, what kind of a witness would the property owner make, viz., good appearance, intelligent, good reputation in the community, etc.?

*good*

28. How long has he owned this land?

*since may 1965*

29. Are there any unique features about his farming or business operations? Are they generally good or poor? *no good*



30. Are there any unique topographical features on his land? Please explain.  
NO

31. Has there existed any united feeling in the community against the highway project?  
NO

32. Do you know of any landowner(s) in the area who might make good witness(es) for the State?  
NO

33. A. Have you discovered any items of damage that have been omitted, or improperly included, or that are too high or too low? YES \_\_\_\_\_  
NO X. (If "Yes," explain.)

3. Have you sent this parcel back to the Review Appraiser, or have you discussed it with the Review Appraiser, concerning any problems (including those in "A" above)? YES \_\_\_\_\_ NO X

6. If "5" above is "Yes", what was the nature of the problem and what was the Review Appraiser's determination concerning it?  
NA

6. Have you prepared Buyer's Reports covering the remarks in "6" above?  
YES \_\_\_\_\_ Not Applicable X

7. Have you prepared Buyer's Reports on all contacts made on this parcel, so that a complete story is contained in them? YES X NO \_\_\_\_\_

7. Have you rechecked the parcel in order to make sure that all reports are in the parcel and that the information is completed? YES X NO \_\_\_\_\_

34. In your opinion, are there any strong points the State should emphasize in the presentation of its case? (Answer must be well considered and thorough.)

*Appraisal is consistent with others on the project*

35. Are there any weak points in the State's position? If so, specify.  
*No*
36. Any other information you feel would be helpful in the trial of this case?  
*No*
37. Were holders of other interests contacted?  
*NA*
38. Date and Place of meeting(s).  
*NA*
39. Those present.  
*NA*
40. Were the actual premises to be condemned viewed by you and were those in possession contacted?  
*YES*
41. A. Description of buildings and structures in the take. (Be exact on this and view them yourself to verify):  
*NONE*
- B. Location and address of building or structures sufficient for advertisement.  
*NA*
42. A. Does the deed (or grant) contain a metes and bounds description covering temporary right of way for driveway construction?  
 YES \_\_\_\_\_ NO *X*
- B. If the answer to 42 A is "No" and a driveway is involved, did you get the form "Authorization for Entry Upon Private Property for Driveway Construction" signed?  
 YES \_\_\_\_\_ NOT APPLICABLE *X*
43. Is Replacement Supplemental Housing Payment Applicable?  
 YES \_\_\_\_\_ NOT APPLICABLE *X*
44. Was Explanation of Eligibility Requirement for Replacement Housing Payment (Owner-Occupant) (RAAP Form #12) letter given and explained?  
 YES \_\_\_\_\_ NO *X*

45. Have you verified in your contacts with the fee owner, or his representative, that there are no other leases, lien, or encumbrances of any kind on the property other than those listed in the report.

yes

I CERTIFY THAT THE ABOVE IS A COMPLETE STATEMENT OF THE NEGOTIATIONS  
CARRIED ON IN THIS CASE AND THAT IT WILL BE MY TESTIMONY IF CALLED UPON  
IN THE COURT PROCEEDINGS.

  
LAND AGENT'S SIGNATURE

**RECEIVED**

MAY 12 1981

INDIANA STATE HIGHWAY  
COMMISSION *RS*

*cc - to Control*

Mr. John D. Terwilliger  
Indiana State Highway Commission  
100 North Senate Ave.  
Indianapolis, Indiana 46204

May 7, 1981

RE: Project RSG-3332 (1)  
Parcel #5  
Road S.R. 75  
County Hendricks  
Code 1705

Dear Mr. Terwilliger:

Received your "form letter" of May 5, 1981 in regard to as your "form letter" expresses "the difference of opinion as to the value of your property which we propose to acquire."

Your "form letter" does not address the real reason for the difference of opinion. I have made my reasons very clear to your representative to which he would not agree. It seems that the reasons by your representative are not flexible and has no regard to the parties who are affected by the project.

Thank you for your "form letter" which in no way is a fix for all problems and differences of opinion.

Sincerely,

*John C. McIntyre*

John C. McIntyre  
Tax Payer

file

*No Response  
Necessary  
JDT.  
5-13-81*



John C. McIntyre  
P.R.2 Box 118  
Danville, Ind. 46122



Mr. John D. Terwilliger  
Indiana State Highway Commission  
100 North Senate Ave.  
Indianapolis, Indiana 46204

INDIANA STATE HIGHWAY COMMISSION

INDIANAPOLIS, INDIANA 46204

INTER-DEPARTMENT COMMUNICATION

Date: May 5, 1981

MEMORANDUM TO DEPUTY ATTORNEY GENERAL AND FILE:

Project: RSG-3332 (1)

Parcel: # 5

County: Hendricks

Owner: Mr. John C. McIntyre, et ux

This parcel is being forwarded to condemnation using only one appraisal in accordance with instructions from Chief, Division of Land Acquisition.

Additional appraisal or appraisals will be secured at a later date.

*Jack T. Small*

Jack T. Small, Chief  
Buying Section

JTS:rb

cc: Control

*VOID  
7-20-81  
JDT*

# STATE OF INDIANA



## INDIANAPOLIS

### INDIANA STATE HIGHWAY COMMISSION

100 North Senate Avenue  
Indianapolis, Indiana 46204

Room 1101, State Office Building

317-232-5533

May 5, 1981

Mr. John O. McIntyre  
Mrs. Mildred L. McIntyre  
R. R. 2, Box 118  
Danville, Indiana 46122

RE: Project HSG-3332 (1)  
Parcel #5  
Road S. R. 75  
County Hendricks  
Code 1705

Dear Mr. & Mrs. McIntyre:

In reviewing your file, I note there is a difference of opinion as to the value of your property which we propose to acquire.

Due to the urgency of the highway construction program, an orderly and systematic acquisition of properties must be vigorously pursued. I trust you will understand this need. We have attempted to arrive at a fair market value of your property by the use of highly competent, professional appraisers. We have made full use of all information supplied by our Buying Representative. From all the facts we have gathered we have in our opinion arrived at a just and fair market value of the property in the amount of \$94,000.

I am again repeating the offer as stated. This offer will remain open ten days from date of receipt of this letter, at which time it will be considered terminated, and it shall be necessary for us to forward your file to the Office of the Attorney General of Indiana in order that he may institute proceedings in eminent domain.

I wish to thank you for the courtesy and consideration you have extended to our various representatives in the past. If you should decide to reconsider your position and accept the offer, please contact me at the address or phone number indicated below my name and I shall be glad to have our representative contact you again.

We regret any inconvenience this project may cause you personally but feel quite sure, after evaluating all the facts, you may wish to join the Indiana State Highway Commission in rendering to the people of Indiana a modern and safe highway system.

JDT/e

cc: Control  
Parcel  
File

Sincerely,

John D. Terwilliger  
Assistant Chief Buyer

Division of Land Acquisition  
Room 1105 State Office Building  
Phone 317-232-5050

101D  
1-20-81  
JDT

INDIANA STATE HIGHWAY COMMISSION

INDIANAPOLIS, INDIANA 46204

INTER-DEPARTMENT COMMUNICATION

MEMORANDUM FOR THE FILE

DATE January 27, 1981

PROJECT RSG 3332 (1)

PARCEL #5

TO: *Buying Section*  
 Relocation File  
 Control

THIS PARCEL HAS NO RELOCATION.

CHECK ONE:

THE 90 DAY LETTER HAS BEEN SENT \_\_\_\_\_

THE 90 DAY LETTER IS NOT REQUIRED Bare Land

*L.C. Wilson*  
 Relocation Agent



INDIANA STATE HIGHWAY COMMISSION

INDIANAPOLIS, INDIANA 46204  
INTER-DEPARTMENT COMMUNICATION

MEMORANDUM FOR THE FILE

Second Memo

DATE June 23, 1981  
PROJECT ESG 3332 (1)  
PARCEL #5

TO: Buying Section ✓  
Relocation File  
Control

THIS PARCEL HAS NO RELOCATION.

CHECK ONE:

THE 90 DAY LETTER HAS BEEN SENT \_\_\_\_\_

THE 90 DAY LETTER IS NOT REQUIRED Bare Land

L. C. Wilson  
Relocation Agent

Indiana Department of Highways  
Land Acquisition Division

Project

RSG 3332 (1)

Parcel

2

LAND AGENT'S CERTIFICATE

This certificate is executed in compliance with paragraph 5f (2), Federal Aid Highway Program Manual, Volume 7, Chapter 2, Section 3, dated September 4, 1974.

I, the undersigned land agent, do hereby certify as follows:

- (1) That I purchased (secured) the above referenced parcel.
- (2) That the written agreement secured embodies all of the considerations agreed upon between myself and property owner(s).
- (3) That the agreement was reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party.
- (4) That I understand that this parcel is to be secured for use in connection with a Federal-Aid highway project.
- (5) That I have no direct or indirect present or contemplated future personal interest in the parcel or in any benefit from the acquisition of such property.

DATE

7-17-81

Philip W. Stumpe  
SIGNATURE OF LAND AGENT

SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORT

1705

James W. Price

PROJECT NO. RSG-3332 (1) STATE ROAD NO. 75 PARCEL NO. 5

RECORD OWNER John O. McIntyre and Mildred L. McIntyre, husband and wife

FROM June 4, 1979 TO May 8, 1981

I have checked the following records in Hendricks County, Indiana, for the Caption Property as described in the original T. & E. Report.

-----

DEED RECORD	<u>No Change</u>
MORTGAGE RECORD	<u>" "</u>
MISCELLANEOUS RECORD	<u>" "</u>
OLD AGE ASSISTANCE RECORD	<u>" "</u>
TAX LIEN RECORD	<u>" "</u>
JUDGMENT RECORD	<u>" "</u>
LES PENDENS RECORD	<u>" "</u>
TAX DUPLICATE	<u>1979 Payable 1980--Paid in full 1980 Payable 1981--Not posted.</u>

CHANGES SINCE DATE OF LAST ABSTRACT ARE AS FOLLOWS: \_\_\_\_\_

SIGNED James W. Price  
James W. Price  
DATE May 8, 1981

TITLE AND ENCUMBRANCE REPORT

DIVISION OF LAND ACQUISITION

INDIANA STATE HIGHWAY COMMISSION

S.R. 75 PROJ. RSG 3332 (1) COUNTY HENDRICKS

Names on Plans JOHN O. AND MILDRED L. McINTYRE

Names in Trans. Book SAME

Description or Addition	Sec.	Twp.	Rge.	Acreage	Political Twp. <u>MARION</u>	
					Assessed Value	
					Land	Improvements
Pt. NW SW	21	15N	2W	42.90	1950	0

LAST OWNER OF RECORD

ESTATE #E 64-84  
 Deed Record 195 Page 386 Dated 5/10/65 FILED 7/7/65 Recorded 5/11/65 Type Deed FINAL DECREE  
QUIT CLAIM

Grantor THE ESTATE OF AGNES McINTYRE  
BARBARA LEE McCLELLAN AND ROBERT J. McCLELLAN, HER HUSBAND

Grantee JOHN O. McINTYRE AND MILDRED L. McINTYRE, HUSBAND AND WIFE

Address of Grantee \_\_\_\_\_

MORTGAGE RECORD

Mortgage Record NONE Page \_\_\_\_\_ Amount \_\_\_\_\_ Dated \_\_\_\_\_

Mortgagor \_\_\_\_\_

Mortgagee \_\_\_\_\_

JUDGMENT RECORD Yes \_\_\_\_\_ None x LIS PENDENS RECORD Yes \_\_\_\_\_ None x

MISCELLANEOUS RECORD Yes x None \_\_\_\_\_ EASEMENT Yes x None \_\_\_\_\_

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

TAXES SEE ENTRY #7 Current Paid x Delinquent \_\_\_\_\_

CERTIFICATE

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.

Dated this 4TH Day of JUNE 1979

James W. Price  
 Abstractor  
 JAMES W. PRICE

Prel. Approval of Title \_\_\_\_\_  
 Date \_\_\_\_\_

By \_\_\_\_\_

Final Approval of Title \_\_\_\_\_  
 Date \_\_\_\_\_

By \_\_\_\_\_  
 Deputy Attorney General



C A P T I O N

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN HENDRICKS COUNTY, IN THE STATE OF INDIANA, TO WIT:

A PART OF THE SOUTH WEST QUARTER OF THE NORTH WEST QUARTER AND A PART OF THE NORTH WEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 21 TOWNSHIP 15 NORTH OF RANGE 2 WEST, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTH WEST QUARTER OF THE SOUTH WEST QUARTER OF SAID SECTION WHICH IS 126 RODS AND 11,  $\frac{1}{10}$  LINKS SOUTH OF THE NORTH EAST CORNER OF SAID SOUTH WEST QUARTER OF SAID NORTH WEST QUARTER AND WHERE THE CENTER LINE OF THE DANVILLE AND GREENCASTLE ROAD INTERSECTS THE SAME; AND RUNNING THENCE NORTH ON THE EAST LINE OF SAID QUARTERS QUARTERS 76 RODS AND 2 LINKS AND TO A POINT WHICH IS 12 CHAINS AND 58 LINKS SOUTH OF THE CENTER OF THE NORTH WEST QUARTER OF SAID SECTION 21; AND THENCE WEST 80 RODS AND TO THE WEST LINE OF SAID SECTION, TO A POINT WHICH IS 16 RODS NORTH OF THE SOUTH WEST CORNER OF THE SOUTH WEST QUARTER OF SAID NORTH WEST QUARTER OF SAID SECTION, THENCE EAST 10 RODS, THENCE SOUTH 16 RODS, THENCE WEST 10 RODS, THENCE SOUTH ON THE WEST LINE OF SAID SECTION TO A POINT WHICH IS 38 CHAINS AND 18,  $\frac{1}{2}$  LINKS SOUTH OF THE NORTH WEST CORNER OF THE SOUTH WEST QUARTER OF THE NORTH WEST QUARTER OF SAID SECTION, THENCE EAST PARALLEL WITH THE SECTION BEARING 34 RODS AND 6,  $\frac{2}{10}$  LINKS AND TO A POINT WHICH IS 45 RODS AND 12,  $\frac{1}{2}$  FEET WEST OF THE EAST LINE OF SAID NORTH WEST QUARTER OF SAID SOUTH WEST QUARTER, THENCE NORTH 5 RODS AND 7,  $\frac{1}{2}$  FEET TO THE CENTER OF THE DANVILLE AND GREENCASTLE ROAD, THENCE IN A NORTHEASTERLY DIRECTION ON THE ALONG THE CENTER LINE OF SAID ROAD 49 RODS AND TO THE PLACE OF BEGINNING, ESTIMATED TO CONTAIN 45 ACRES MORE OR LESS.

EXCEPT Deed Record 197, Page 553. (ATTACHED)

CONTIGUOUS PROPERTY

SEES: DEED RECORD 149, PAGE 140 (ATTACHED)  
DEED RECORD 183, PAGE 510

\*<sup>B</sup> THENCE SOUTH ON THE WEST LINE OF SAID SECTION"  
SEE DESCRIPTION IN  
ENTRY NO. 1

M.W. MYERS

3/14/80

CHAIN OF TITLE

ENTRY #1

GRANTOR: ROBERT E. WATTS AND SALLIE  
E. WATTS, HIS WIFE

GRANTEE: JESSE I. MCINTYRE AND AGNES  
MCINTYRE, HUSBAND AND WIFE

CONVEYS: REAL ESTATE. DEED ATTACHED.

DULY ACKNOWLEDGED

WARRANTY DEED  
DEED RECORD 112, PAGE 107  
DATED MARCH 4, 1912  
RECORDED DECEMBER 9, 1912

SIGNED: GRANTOR

ENTRY #2

GRANTOR: JESSE MCINTYRE AND AGNES  
MCINTYRE, HUSBAND AND WIFE

GRANTEE: HENDRICKS COUNTY RURAL ELECTRIC  
MEMBERSHIP CORPORATION

GRANT EASEMENT. SEE ATTACHED.

DULY ACKNOWLEDGED

EASEMENT #124  
MISCELLANEOUS RECORD 22, PAGE 426-7  
DATED OCTOBER 23 1937  
RECORDED FEBRUARY 7, 1938

SIGNED: GRANTORS

ENTRY #3

GRANTOR: JESSE I. MCINTYRE AND AGNES MCINTYRE

GRANTEE: STATE OF INDIANA

CONVEYS: RIGHT OF WAY. NO COPY

DULY ACKNOWLEDGED

RIGHT OF WAY GRANT #6902  
DEED RECORD 235, PAGE 583  
DATED 1939  
RECORDED FEBRUARY 28, 1975

SIGNED: GRANTOR

ENTRY #4

IN THE MATTER OF THE ESTATE OF  
AGNES MCINTYRE, DECEASED:

ESTATE #E64-84  
EXECUTOR: JOHN O. MCINTYRE

SEE THE FOLLOWING ATTACHED INSTRUMENTS:

1. LAST WILL AND TESTAMENT OF AGNES MCINTYRE.
2. PROOF OF WILL AND CERTIFICATE OF PROBATE.
3. ENTRY (ACKNOWLEDGING RECEIPT)
4. FINAL DECREE ALLOWING FINAL ACCOUNT.
5. MOTION AND APPLICATION FOR ALLOWANCE AND CORRECTING DESCRIPTION OF REAL ESTATE.

ENTRY #5

GRANTOR: BARBARA LEE MCCLELLAN AND ROBERT  
J. MCCLELLAN, HER HUSBAND

GRANTEE: JOHN O. MCINTYRE AND MILDRED  
L. MCINTYRE, HUSBAND AND WIFE

QUIT CLAIMS: REAL ESTATE. DEED ATTACHED.

DULY ACKNOWLEDGED

QUIT CLAIM DEED #11814  
DEED RECORD 196, PAGE 386  
DATED MAY 10, 1965  
RECORDED MAY 11, 1965

SIGNED: GRANTOR

ABSTRACTORS NOTE: SEE ENTRY #4 FOR CORRECTIVE DESCRIPTION OF REAL ESTATE.

ENTRY #6  
(SELL-OFF)

GRANTOR: JOHN O. MCINTYRE AND MILDRED  
L. MCINTYRE, HUSBAND AND WIFE  
GRANTEE: ROBERT H. KACHELE AND ELIZABETH  
CORWIN KACHELE, HUSBAND AND WIFE  
CONVEYS: REAL ESTATE. DEED ATTACHED.

WARRANTY DEED #1594  
DEED RECORD 197, PAGE 553  
DATED SEPTEMBER 14, 1965  
RECORDED SEPTEMBER 14, 1965

DULY ACKNOWLEDGED

SIGNED: GRANTOR

ENTRY #7

TAXES: TAXES ARE ASSESSED IN MARION TOWNSHIP, HENDRICKS COUNTY,  
IN THE NAME OF JOHN O. AND MILDRED L. MCINTYRE.

DUP  
#21-11

EACH INSTALLMENT  
\$53.08

1977 PAYABLE 1978. PAID IN FULL.

1978 PAYABLE 1979. SPRING PAID.

THIS INDENTURE WITNESSETH, That Robert E. Watts and Sallie E. Watts his wife of Hendricks County, in the State of Indiana Convey and Warrant to Jesse I. McIntyre and Agnes McIntyre, husband and wife, of Hendricks County, in the State of Indiana for the sum of Thirty three hundred and seventy-five dollars. the receipt of which is hereby acknowledged. the following Real Estate, in Hendricks County in the State of Indiana, to-wit:

A part of the South West quarter of the North West quarter and a part of the North West quarter of the South West quarter of section twenty-one (21) township fifteen (15) North, of Range two (2) West and bounded and described as follows, to-wit: Beginning at a point on the east line of said north west quarter of the South West quarter of said section which is 126 rods and  $11\frac{1}{10}$  links south of the North East corner of said south west quarter of said north west quarter and where the center line of the Danville and Greencastle road intersects the same; and running thence north on the east line of said quarters 76 rods and 2 links and to a point which is 12 chains and 58 links south of the center of the North West quarter of said section 21; and thence west 60 rods and to the west line of said section, thence south on the west line of said section to a point which is 16 rods north of the South West corner of the South west quarter of



said north west quarter of said section, thence east 10 rods, thence south 16 rods; thence west 10 rods, thence south on the West line of said section to a point which is 38 chains and 18½ links south of the north west corner of the south west quarter of the North west quarter of said section, thence east parallel with section bearing 34 rods and 6 2/10 links and to a point which is 45 rods and 12 ½ feet west of the east line of said north west quarter of said south west quarter, thence north 5 rods and 7, 1/2 feet to the center of the Danville and Greencastle road, thence in a northeasterly direction on and along the center line of said road 49 rods and to the place of beginning, estimated to contain forty-five (45) acres more or less:

This deed is made subject to a mortgage of \$1500.00 bearing date of October 26" 1911 recorded November 14" 1911 in mortgage record 57 page 396 executed by the grantors herein and payable to Henry Hadley, which said mortgage and debt thereby secured with interest accrued and to accrue thereon, together with the taxes on the above described real estate for the year 1912, payable in 1913, the grantees herein assumes and agrees to pay.

IN WITNESS WHEREOF, The said Robert E. Watts and Sallie E. Watts, his wife have hereunto set their hands and seals, this 4th day of March A.D. 1912.

Robert E. Watts. (LS)

Sallie E. Watts. (LS)

State of Indiana, Hendricks County, SS:

Before me the undersigned a notary public in and for said County, this 4th day of March 1912 personally appeared Robert E. Watts and Sallie E. Watts, his wife and acknowledged the execution of the annexed Deed.

Witness, my hand and notarial seal,

Anna M. Harrison (SEAL)

Notary Public.

My commission expires March 13<sup>th</sup> 1912.

Entered for record December 9th, 1912, at 7.30 A.M.

*John S. Duckworth*  
R.H.C.

No. 124 ✓

## EASEMENT

Page 1  
Line E-9STATE OF INDIANA }  
COUNTY OF HENDRICKS } SS:

KNOW ALL MEN BY THESE PRESENTS, That we, Jesse McIntyre and Agnes McIntyre, husband and wife, of the aforesaid county and state, grantors, in consideration of its services to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Hendricks County Rural Electric Membership Corporation, grantee, its successors and assigns, the following easement or easements upon our lands hereinafter mentioned, to-wit:

To trim any trees standing upon or overhanging our land at any place and particularly on and the east and north between New Winchester and Amo-Costesville road two and one-half miles south of New Winchester. Such trimming is to be limited to that necessary to prevent interference with any part of the grantee's electric energy system.

To place, maintain, repair or reset one (1) anchor and attendant guy wire and other appurtenances, at approximately the following places: DG--fifteen (15) feet south of pole #19 in the fence line.

To erect, maintain, repair and operate a part of its electric energy system, including poles, lines and all appurtenant parts, from pole # 18 and pole #19 inclusive, within a right-of-way sufficient for construction and maintainance.

Note: (Poles to be clear of gates.  
(Poles # 18 and 19 to be of forty (40) feet length.

Grantee assumes responsibility for damages occurring to personal property of grantor caused either by the employees of the grantee or by the breakage of wires on above right-of-way. Grantee further agrees to make prompt settlement for such damage.

Each aforesaid easement includes the right at any time to enter upon grantors' land, with the necessary tools and equipment, to do the acts mentioned.

The grantors own the land on which the aforesaid easements are granted and they have full right to grant such easements free of all encumbrances except taxes or assessments not yet due and except as hereinafter stated.

Said land is situated in the aforesaid county and state, in part of southwest quarter of the northwest quarter also part of the northwest quarter of the southwest quarter of Section 21, in Township 15 north, of Range 2 West.

There is a mortgage upon said land held by the Butler College of Indianapolis, Indiana of \$1,000.

Grantors reserve to themselves full use and enjoyment of said land insofar as it shall not interfere with the easements hereby granted.

In Witness whereof grantors sign this easement as of the 23 day of October, 1937.

Jesse McIntyre

Agnes McIntyre

STATE OF INDIANA        )  
                              ) SS:  
COUNTY OF Marion        )

Before me, the undersigned notary public in and for said county and state on the 23 day of Oct., 1937, personally appeared Jesse McIntyre and Agnes McIntyre and duly acknowledged the execution of foregoing easement.

(SEAL)

My commission expires: Mar. 9, 1941

Carrie M. Hoag Notary Public

*Entered for Record Feb 7th 1938*



*Entry 4*

# Last Will and Testament

**FILED**  
IN OPEN COURT

OCT 5 - 1964

of  
AGNES MC INTYRE

*Robert J. Wade*  
Judge Hendricks Superior Court

I, Agness McIntyre of Danville, Indiana, being of sound and disposing mind and memory, do hereby make, publish and declare this my last will and testament, and I hereby revoke and annull any and all previous wills by me made.

I

I direct that my Executor hereinafter designated, pay all of my just debts, funeral expenses, costs of administration and taxes out of my personal estate as soon after my demise as is conveniently possible.

II

Realizing that any interest I now have in any real estate is as a tenant by the entireties, I give, devise and bequeath all of the rest, residue and remainder of my estate, whether real, personal or mixed, and wheresoever situated, to my loving husband, Jesse Irvin McIntyre, if he be then living, to be his absolutely and forever.

III

In the event my husband, Jesse Irvin McIntyre should predecease me without my having made another will, then and in that event, I direct that upon my death all real estate of which I die seized shall be appraised by two disinterested freeholders. If my son, John Osborne McIntyre will pay to Barbara Lee McClellan a sum equal to one-half of my net estate, then and in that event only, I give, devise and bequeath all of the real estate of which I die seized to my son, John Osborne McIntyre, to be his absolutely and forever.

IV

In the event my said son John Osborne McIntyre fails to pay to my granddaughter, Barbara Lee McClellan, a sum equal to



one-half of my net estate, then and in that event, I give, devise and bequeath all of my net estate to John Osborne McIntyre and Barbara Lee McClellan, share and share alike.

I specifically direct that any of my household effects and heirlooms be divided between my granddaughter, Barbara Lee McClellan and my son John Osborne McIntyre as they choose, and any items which they do not elect to receive shall be sold.

V

If any heir of mine brings any action to contest this my last will and testament, then I give to such heir the sum of Two Hundred Dollars (\$200.00), and such heir shall receive no further portion of my estate.

VI

I nominate and appoint my son, John Osborne McIntyre as Executor of this my last will and testament, and I direct that the court having jurisdiction over the probate of this my last will and testament shall not require my said Executor to furnish surety upon his official bond. In the event my said son should fail to qualify as such executor, then and in that event, I nominate and appoint Will Weibold as successor Executor. My said Executor or successor Executor shall have full power to compromise and settle any and all claims for or against my estate as to him shall seem best, and he shall have full power to give quittances and releases therefor. And my said Executor or successor Executor shall have all further powers compatible with his trust.

WITNESS my hand and seal this 20th day of June, 1956.

Agnes McIntyre

SEAL

The foregoing instrument was on the 20th day of June, 1956, subscribed to, published and declared by the said Agnes McIntyre as and for her Last Will and Testament, in our presence, and in the presence of each of us, who at her request, and in her

presence have hereunto subscribed our names as attesting witnesses,  
believing her to be of sound and disposing mind and memory.

Peggy J. Plunkett Residing at Danville, Indiana

Claude H. Baber Residing at Plainfield, Indiana

**FILED**  
IN OPEN COURT

OCT 5 - 1964

Robert J. Wacker  
Judge Handicaps Superior Court

PROOF OF WILL

FILED  
IN OPEN COURT

OCT 5 - 1964

STATE OF INDIANA, HENDRICKS COUNTY, SS:

CLAUDE D. RABER

*Robert J. Wade*  
Judge Hendricks Superior Court

being first duly sworn, says:

1. Affiant is one of the subscribing witnesses to the foregoing written instrument dated June 20,  
19-56, purporting to be the last will and testament of AGNES MCINTYRE  
(hereinafter called the decedent.)
2. Such instrument was on the date thereof duly executed, published, and declared by such decedent to be the last will and testament of such decedent.
3. At said time the decedent was of the full age of twenty-one years or over, of sound and disposing mind and memory, under no duress, coercion, compulsion or restraint, and competent to devise her property.
4. The decedent signified and declared that such instrument was her last will and testament, and duly executed the same in the presence of the subscribing witnesses thereto, namely, the affiant, and Peggy J. Plunkett
5. In the presence of said decedent and in the presence of each other, each of the subscribing witnesses attested and signed the same as witnesses thereto.

*Claude Raber*

Affiant

Subscribed and sworn to before me on October 5, 1964

*Claude Hughes*

Clerk

STATE OF INDIANA, HENDRICKS COUNTY, SS:

CERTIFICATE OF PROBATE

I, Claude Hughes, Clerk of the Hendricks Circuit Court of Hendricks County, Indiana, do hereby certify that:

1. The foregoing last will and testament of Agnes McIntyre, deceased, has been duly admitted for probate before Robert J. Wade, Judge Superior Court
2. The same was proved by the examination under oath of Claude D. Raber one of the subscribing witnesses thereto.
3. Said will has been recorded in Will Record 5-1, page 135 of the will records of Hendricks County, State of Indiana.
4. A full and complete record of such will and the proof and examination of the witness— by whom the same was proved, and the order of probate relating thereto has been made and is now of record in the office of the clerk of the Hendricks Circuit Court of Hendricks County, Indiana.

IN TESTIMONY WHEREOF, I have hereunto affixed the seal of the Hendricks Circuit Court of Hendricks County, Indiana, and subscribed my name on 5th October, 1964

*Claude Hughes*

Clerk

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF HENDRICKS )

IN THE HENDRICKS SUPERIOR COURT

APRIL TERM, 1965

CAUSE NUMBER E64-84

In the Matter of the Estate of )  
  ) )  
          AGNES MCINTYRE,              ) )  
  ) )  
  ) Deceased )

**FILED**  
IN OPEN COURT  
APR 30 1965

*J. Gordon Liles*  
Judge Hendricks Superior Court

E N T R Y

Comes now John O. McIntyre, Executor of the Last Will and Testament of Agnes McIntyre, and files his verified report of election of devisee to take certain real estate under the Will, which report is in the words and figures as follows:

(H.I.)

And the Court being duly advised in the premises, finds that the facts contained in the said report are true and that the prayer thereof should be granted;

The Court further finds that Agnes McIntyre died testate a resident of Hendricks County on or about the 23rd day of September, 1964, seized with certain real estate situate in Hendricks County, State of Indiana, more particularly described as follows:

Part of the Northwest Quarter of the Southwest Quarter, and part of the Southwest Quarter of the Northwest Quarter of Section 21, Range 15 - 2 West, containing 45 acres, more or less.

The Court further finds that Jesse Irvin McIntyre, husband of testatrix, died a resident of Hendricks County on the 27th day of June, 1964, and that prior to the death of the said Jesse Irvin McIntyre and his surviving widow, Agnes McIntyre, that the title in and to the real estate as hereinabove described, was held by the said Jesse Irvin McIntyre and Agnes McIntyre, husband and wife as tennants by the entirities;



The Court further finds that Items III and IV of the Will of Agnes McIntyre that was heretofore duly admitted to probate in this Court, reads in part as follows:

"III

In the event my husband, James Irvin McIntyre should predecease me without my having made another will, then and in that event, I direct that upon my death all real estate of which I die seized shall be appraised by two disinterested free holders. If my son, John Osborne McIntyre will pay to Barbara Lee McClellan a sum equal to one-half of my net estate, then and in that event only, I give devise and bequeath all of the real estate of which I die seized to my son, John Osborne McIntyre, to be his absolutely and forever.

IV

In the event my said son John Osborne McIntyre fails to pay to my granddaughter, Barbara Lee McClellan, a sum equal to one-half of my net estate, then and in that event, I give, devise and bequeath all of my net estate to John Osborne McIntyre and Barbara Lee McClellan, share and share alike. \*\*\*\*"

The Court further finds that the appraised value of such real estate as shown by the inventory of the Executor as heretofore filed in this Court, has been appraised by two disinterested appraisers in the sum of Thirteen Thousand Five Hundred Dollars (\$13,500.00);

That the personal property of the decedent as shown by such inventory has been appraised in the sum of Three Thousand Three Hundred Forty-seven Dollars and Forty-eight Cents (\$3,347.48) and that the appraised value of the gross estate of testatrix including such real estate as hereinabove mentioned is in the total value of Sixteen Thousand Eight Hundred Forty-seven Dollars and Forty-eight Cents (\$16,847.48);

And that ~~after the payment of~~ funeral expenses, costs of administration and all other claims and debts against the estate including Inheritance tax, are in the total sum of



Three Thousand Five Hundred Forty-four Dollars and Seventy-three Cents (\$3,544.73) leaving a net estate to be administered upon in the sum of Thirteen Thousand Three Hundred Two Dollars and Seventy-five Cents (\$13,302.75).

That John Osborne McIntyre, legatee under said Will, has elected to pay and has paid to Barbara Lee McClellan, granddaughter of decedent, a sum of money equal to one-half (1/2) the decedent's net estate or the sum of Six Thousand Six Hundred Fifty-one Dollars and Thirty-eight Cents (\$6,651.38), in cash, in compliance with and agreeable to the provisions of the Will of testatrix.

The Executor now brings into Court and exhibits the receipt of the said Barbara Lee McClellan acknowledging receipt of the sum of Six Thousand Six Hundred Fifty-one Dollars and Thirty-eight Cents (\$6,651.38) as paid to her, in cash, by the said John Osborne McIntyre, as and for, and in full payment of any interest she may have as legatee and devisee, under the provisions of decedent's Will, in and to the real estate as hereinabove described.

The Court further finds that the said John Osborne McIntyre, by his election to pay the said Barbara Lee McClellan a sum of money equal to one-half of decedent's net estate and it having been shown to the Court that such sum of money has been so paid, that the fee simple title in and to the said real estate as hereinabove described, vests absolutely in the said John Osborne McIntyre, under the provisions of the Last Will and Testament of the said Agnes McIntyre, deceased.

*J. Gordon Ribb*  
Judge, Hendricks Superior Court

Dated: 4/30/65

Entry 4

FILED  
IN OPEN COURT

JUL 7 1965  
IN THE HENDRICKS SUPERIOR COURT

STATE OF INDIANA }  
HENDRICKS COUNTY } SS:

IN THE MATTER OF THE ESTATE  
OF  
AGNES McIntyre }  
Deceased }

J. Gordon Gilla  
Judge Hendricks Superior COURT APRIL TERM, 1965

Estate No. E64-84

**FINAL DECREE ALLOWING FINAL ACCOUNT, DETERMINING HEIRSHIP,  
AUTHORIZING DISTRIBUTION, APPROVING DISTRIBUTION,  
AND DISCHARGING PERSONAL REPRESENTATIVE**

This cause came on to be heard this 7<sup>th</sup> day of July, 1965,  
upon the final account and petition to settle and allow account and to determine heirship, and for authority to dis-  
tribute estate filed herein by John O. McIntyre as personal  
representative of the estate of Agnes McIntyre, deceased, which  
account, petition and affidavit are in the following words and figures, to-wit: (H. I.)

No objections having been filed thereto, the Court being fully advised in the premises, now finds:

1. Due notice of the filing of said account and petition and of the hearing on the same were given to all of the heirs of said decedent and all persons interested in said estate, and the same are now properly before the court for final action thereon.
2. The matters and things stated in said account and petition and affidavit of heirship are true and said personal representative has accounted for all assets of this estate coming into the hands of said personal representative.
3. More than six months have elapsed since the date of the first published notice to the heirs and creditors herein; all claims filed against said estate and all debts and liabilities of said decedent and the estate except those incidental to transfer and distribution have been paid or discharged; neither said decedent nor this personal representative was an employer of labor as that term is defined in the Indiana Employment Security Act; all inheritance and gross income taxes due the State of Indiana have been paid; said estate was not subject to Federal Estate Tax.
4. Decedent died ~~intestate~~, testate and left surviving him as his sole and only heirs at law or devisees the following persons:

NAME	RELATIONSHIP
John O. McIntyre	Son

5. Said decedent died the owner in fee simple of the following described real estate, located in Hendricks County, Indiana, and said real estate is accounted for by this personal representative as follows:

Part of the Northwest Quarter of the Southwest Quarter, and part of the Southwest Quarter of the Northwest Quarter of Section 21, Range 15 - 2 West, situated in Marion Township, Hendricks County, State of Indiana, containing 45 acres, more or less.

(That the fee simple title in and to the real estate as above described, was devised under the provisions of the Will of Testatrix to John O. McIntyre; and that the language of an order of the Hendricks Superior Court in this cause as entered April 30, 1965, provides in part as follows:

"\*\*\*\*that the fee simple title in and to the said real estate as hereinabove described, vests absolutely in the said John O. McIntyre, under the provisions of the Last Will and Testament of the said Agnes McIntyre, deceased.")

( ( ( (

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the court as follows:

1. Said report and account is hereby in all things approved, settled and confirmed.
2. The following named persons are the sole and only heirs at law or devisees of said decedent and are entitled to the following designated portions of decedent's personal estate, and said personal representative is hereby directed to distribute and pay over the designated portions of said personal estate as follows: (List heirs and personal property to be distributed to each of them.)

John O. McIntyre	Son	Whitestown, Indiana	entire \$ 13,308.51 estate
------------------	-----	---------------------	-------------------------------

3. The real estate hereinbefore described, vested at the date of death of said decedent in the following persons, and in the proportions indicated, as tenants in common or in accordance with the terms of the will as follows: (List heirs or devisees and proportionate interest in real estate.)

Title in and to the real estate as hereinabove described, vested absolutely under the terms of decedent's Will in John O. McIntyre, son of testatrix.

4. Said personal representative is hereby directed to record a certified copy of this decree in the office of the Recorder of said County.

5. Said personal representative is hereby directed to file herein a supplemental report of distribution and attach thereto receipts and vouchers showing that distribution and payment of balance of the assets in his/her hands have been made pursuant to the terms of this decree, and that he/she has in all things carried out the provisions of this decree.

J. Gordon Ribber  
JUDGE

Dated: \_\_\_\_\_

7/7/65



Entry 4

STATE OF INDIANA )  
COUNTY OF HENDRICKS ) SS:

IN THE HENDRICKS SUPERIOR COURT  
SEPTEMBER TERM, 1965  
CAUSE NUMBER E64-84

In the Matter of the Estate )  
of )  
AGNES McINTYRE, )  
Deceased )

FILED  
IN OPEN COURT  
SEP 11 1965

*J. Gordon Miller*  
Judge Hendricks Superior Court

MOTION AND APPLICATION FOR ALLOWANCE AND  
ENTRY NUNE PRO TUNE CORRECTING DESCRIPTION OF REAL ESTATE

Comes now Schuyler C. Mowrer and would respectfully show to the Court that he acted as attorney for John O. McIntyre, Executor of the Last Will and Testament of Agnes McIntyre, deceased, during the administration of such estate; and that, such Executor has now been discharged and the said estate closed pursuant to order of this Court approving Supplemental Report of Distribution and Discharge of Executor, as entered August 5, 1965.

Your petitioner would further show to the Court that the above named decedent died testate a resident of Hendricks County, Indiana, on or about the 23rd day of September, 1964.

That, in addition to certain tangible and intangible property, decedent died seized with a single parcel of real estate situated in Hendricks County, Indiana, as described in all proceedings throughout the administration of the said estate as follows:

Part of the Northwest Quarter of the Southwest Quarter, and part of the Southwest Quarter of the Northwest Quarter of Section 21, Range 15 - 2 West, situated in Marion Township, Hendricks County, State of Indiana, containing 45 acres, more or less.



Your petitioner is now informed that a more complete and correct description of the said real estate is as follows, to-wit:

[A part of the South West quarter of the North West quarter and a part of the North West quarter of the South West quarter of section 21 township 15 North of Range 2 West, bounded and described as follows, to-wit: Beginning at a point on the East line of said north west quarter of the south west quarter of said section which is 126 rods and  $11\frac{1}{10}$  links south of the north east corner of said south west quarter of said North West quarter and where the center line of the Danville and Greencastle road intersects the same; and running thence North on the East line of said quarters quarters 76 rods and 2 links and to a point which is 12 chains and 58 links south of the center of the North West quarter of said section 21; and thence west 80 rods and to the West line of said section; thence south on the West line of said section to a point which is 16 rods north of the South West corner of the South West quarter of said north west quarter of said section, thence East 10 rods, thence South 16 rods, thence West 10 rods, thence South on the West line of said section to a point which is 38 chains and  $18\frac{1}{2}$  links south of the North West corner of the south west quarter of the North West quarter of said section, thence east parallel with the section bearing 34 rods and  $6\frac{2}{10}$  links and to a point which is 45 rods and  $12\frac{1}{2}$  feet West of the East line of said north West quarter of said south west quarter, thence North 5 rods and  $7\frac{1}{2}$  feet to the center of the Danville and Greencastle road, thence in a northeasterly direction on and along the center line of said road 49 rods and to the place of beginning, estimated to contain 45 acres more or less.]

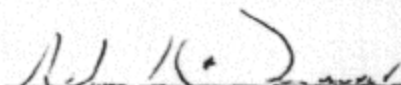
That the same and identical parcel of real estate is embraced in the description of the said real estate, as first hereinabove set forth and also in the description thereof, as last hereinabove described.

For the purpose of preserving the continuity of the chain of title to the said real estate, petitioner prays for a Nunc Pro Tunc order of this Court, in term, amplifying and correcting the description of such real estate, in the manner following, to-wit:

By substituting the description of such real estate as last hereinabove described, for and in lieu of, the description of such real estate, as hereinabove first described, where the same appears, in the following orders of this Court, in said cause, as follows:

1. Order of this Court approving Executor's report of election of devisee, entered April 30, 1965, and
2. Final decree allowing final account, determining heirship and authorizing distribution, approving distribution and discharging personal representative, entered July 7, 1965.

Respectfully submitted,

  
Schuyler C. Mowrer, Attorney for  
John O. McIntyre, Executor of the  
Last Will and Testament of  
Agnes McIntyre.

Subscribed and sworn to before me, a Notary  
Public, this 11<sup>th</sup> day of September, 1965.

  
John C. Mowrer, Notary Public

My Commission Expires:  
November 21, 1966.

**THE FOLLOWING  
DOCUMENTS  
ARE THE BEST  
AVAILABLE COPIES**

Reception No. 1814

Recorded this day of May 19 1966

QUIT CLAIMED

A.D. 19 66 lock  
 ENTERED IN RECORD  
May 19 10 AM 1966 Record

**Quit Affidavit Witnesseth**

The Barbara Lee McClellan and Robert J. McClellan, her husband,

of Hendricks County, and State of Indiana

**RELEASE & QUIT CLAIM**

To John O. McIntyre and Mildred J. McIntyre, husband and wife

of Boone County, in the State of Indiana

for the sum of One Dollar and Other Valuable Consideration Dollars

the following described REAL ESTATE in Hendricks County, in the State of Indiana, to-wit:

Part of the Northwest Quarter of the Southwest Quarter, and part of the Southwest Quarter of the Northwest Quarter of Section 21, Range 15 - 2 West, containing 45 acres, more or less.



IN WITNESS WHEREOF, The said Barbara Lee McClellan and Robert J. McClellan  
 her husband

Has hereunto set their Hands and seals this 10 day of April 1966

(SEAL) Barbara Lee McClellan (SEAL)

(SEAL) Robert J. McClellan (SEAL)

(SEAL) Robert J. McClellan (SEAL)

STATE OF INDIANA HENDRICKS County, ss:

Before me, the undersigned a Notary Public in and for said County and State, personally appear the within named Barbara Lee McClellan and Robert J. McClellan, her husband who acknowledged the execution of the foregoing Deed to be their voluntary act and deed.

WITNESS my hand and Seal this 10 day of May 1966

My commission expires May 19 1966

Schuyler C. Mowrer  
 Schuyler C. Mowrer, Notary Public

This instrument prepared by Schuyler C. Mowrer, Attorney.



Duly entered for tax.

15-14<sup>th</sup>

day  
Fee



1594  
**Warranty Deed**

ENTERED FOR RECORD

Sept 14 1965 AT 2:27 P.M.  
*Gail S. Sells*



Recorder Hendricks County

**THIS INDENTURE WITNESSETH, That**

John O. McIntyre and Mildred L. McIntyre, husband and wife

City, Town of **Whitestown**

County of **Boone**, in the State of **Indiana**

**Concey and Warranty to**

**Robert H. Kachele and Elizabeth Corwin Kachele, husband and wife**

**Danville** City, Town of

County of **Hendricks**, in the State of **Indiana**, for and in consideration of **One Dollar and Other Valuable Consideration** Dollars,

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

A part of the northwest quarter (1/4) of the southwest quarter (1/4) of Section twenty-one (21), Township fifteen (15) north, Range two (2) west, bounded and described as follows to-wit:

Beginning at a point (1952.93) one thousand nine hundred fifty-two and ninety-three hundredths feet west and (954.31) nine hundred fifty-four and thirty-one hundredths feet south of the northeast corner of the of the southeast quarter (1/4) of Section (21) twenty-one, on the center line of the Danville and Greencastle Road, running thence north (190.55) one hundred ninety and fifty-five hundredths, thence south (88) eighty-eight degrees and (17) seventeen minutes, west (317.25) three hundred seventeen and twenty-five hundredths feet, thence south (348.96) three hundred forty-eight and ninety-six hundredths feet to the center line of Danville and Greencastle Road, thence on and along the center line of said road (367.99) three hundred sixty-seven and ninety-nine hundredths feet to the point of beginning. Containing (2.1) two and one tenth acres, more or less, in Hendricks County, Indiana.

Taxes to be pro-rated to date of closing.



*In Witness Whereof, The said*

John O. McIntyre and Mildred L. McIntyre, husband and wife have hereunto set their hands and seals, this 14<sup>th</sup> day of September 1965

(Seal) John O. McIntyre (Seal)  
John O. McIntyre

(Seal) Mildred L. McIntyre (Seal)  
Mildred L. McIntyre

STATE OF INDIANA, Boone COUNTY, ss:

Before me, the undersigned, a Notary Public, in and for said County and State, this 14<sup>th</sup> day of September, A.D. 1965, personally appeared the within named John O. McIntyre and Mildred L. McIntyre, husband and wife

Grantor in the above conveyance, and acknowledged the execution of the same to be their voluntary act and deed.

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

Commission expires Sept 26 1968 Norma Jean Carley Notary Public

Deed Record 197, Page 555 (SELL-ONE) ENTRY No. 14<sup>th</sup>



No. 7477/

BUTLER UNIVERSITY

TO JOHN O. McINTYRE, ET UX

THIS INDENTURE WITNESSETH, That Butler University of Marion County, in the State of Indiana Convey and Warrant to John O. McIntyre and Mildred L. McIntyre, husband and wife, of Hendricks County in the State of Indiana, for and in consideration of One Dollar and other good and valuable consideration the receipt whereof is hereby acknowledged, the following described Real Estate in Hendricks County in the State of Indiana, to wit:

17-1/2 Acres off of the north end of the East Half of the Southwest Quarter of Section 21, Township 15 North, Range 2 West, more particularly described as follows, to wit: Commencing at the northeast corner of said Half Quarter, thence south on the east line thereof 7 chains and 50 links; thence west 10 chains; thence south 90 chains to the center of the Greencastle and Danville Road; thence south 72 degrees west along the center of said road 10 chains and 45 links to the west line of said Half Quarter; thence north to the northwest corner of said Half Quarter; thence east to the place of beginning.

Subject to all taxes and assessments.

IN WITNESS WHEREOF, The said Butler University, by Emsley W. Johnson Vice-President, and John W. Atherton, Secretary-Treasurer, has hereunto set its hand and seal, this

12th day of November, 1941

(CORPORATE SEAL)

BUTLER UNIVERSITY (Seal.)

ATTEST: John W. Atherton (Seal.)  
Secretary-Treasurer

by Emsley W. Johnson  
Vice - President

State of Indiana, Marion County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 12th day of November, A.D. 1941, personally appeared the within named Butler University, by Emsley W. Johnson, its Vice President, and John W. Atherton, its Secretary-Treasurer, who for and on behalf of Butler University, Grantor in the above conveyance, and acknowledged the same to be its voluntary act and deed, for the uses and purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.

(SEAL)

Adah Huber Notary Public

My Commission expires February 2, 1942  
Amount of Revenue Stamps affixed & cancelled 55¢  
Entered for record Nov. 29th, 1941 at 10:05 A.M.

*Lora B. Vestal*

R.H.C.

Duly entered for taxation this 7th day of March 1961  
Fee \$ 1.00  
Cappell & Curran  
Notaries Public, Hendricks County, Ind.

# WARRANTY DEED

No. 11933  
Entered for record this 7th day of March 1961  
In Deed Record 183 Page 51  
Signed: [Signature]

This Indenture Witnesseth, That Jesse I. McIntyre and Agnes McIntyre husband and wife

of Hendricks County, and State of Indiana

CONVEY AND WARRANT to John W. McIntyre and Mildred W. McIntyre, husband and wife

of Boone County, in the State of Indiana

for the sum of One dollar and other valuable consideration

the receipt of which is hereby acknowledged, the following REAL ESTATE, in Hendricks County, in the State of Indiana, to wit: The Southeast quarter of the Northwest quarter of Section 21, Township 15 North, Range 2 West, except a strip 15 feet wide off of the entire east side thereof.

Grantors herein agree to pay 1960 taxes payable in May and November 1961 and grantees herein assume and agree to pay all subsequent taxes.



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 Jesse I. McIntyre and Agnes McIntyre, husband and wife

have hereunto set their hand, s and seal s this 7th day of March 1961

Jesse I. McIntyre  
(Jesse I. McIntyre)  
(SEAL)

Agnes McIntyre  
(Agnes McIntyre)  
(SEAL)

State of Indiana  
Hendricks County } ss:

Personally appeared before me Norman S. Comer  
Notary Public

in and for said County and State Jesse I. McIntyre and Agnes McIntyre, husband and wife

who acknowledged the execution of the annexed Deed to be their voluntary act and deed, and who, having been duly sworn, swears that the statements therein contained are true.

Witness my hand and Notarial Seal, this 7th day of March 1961  
Norman S. Comer (Seal)  
Notary Public

My Commission expires January 17, 1963  
(This instrument was prepared by Norman S. Comer)