

270 OCT 27 1981

18:31

1073-5

WARRANTY DEED

Project RSG-3332(1)

Code 1705

Parcel 2

Mareille Abbott

6121

RECORDED HENDRICKS COUNTY
I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office.

BOOK 270 PAGE 93

Merritt Keith Walton and Gladys Lucille Walton
(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

Three thousand six hundred eighty and 10/100 (\$3680.00) 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 Southwest Quarter of the Southwest Quarter of Section 21, and a part of the West Half of the Northwest Quarter of Section 28, all in Township 15 North, Range 2 West, Hendricks County, Indiana, described as follows: Beginning at a point on the south line of said Section 21 South 89 degrees 41 minutes 43 seconds East 15.00 feet from the southwest corner of said Section 21, which point of beginning is where the east boundary of S.R. 75 meets the southeastern boundary of said S.R. 75, (said point of beginning also being a corner of the owners' land); thence North 23 degrees 05 minutes 34 seconds East 188.29 feet along the southeastern boundary of said S.R. 75 (said boundary also being the northwestern line of the owners' land); thence South 3 degrees 47 minutes 13 seconds West 427.01 feet; thence South 0 degrees 07 minutes 00 seconds East 374.25 feet to the western boundary of the right of way as per grant recorded February 28, 1975 in Deed Record 235, page 583 in the Office of the Recorder of Hendricks County, Indiana; thence along said western boundary of said right of way Southwesterly 164.01 feet along an arc to the left and having a radius of 1,944.86 feet and subtended by a long chord having a bearing of South 15 degrees 26 minutes 58 seconds West and a length of 163.96 feet to the east boundary of said S.R. 75; thence North 0 degrees 07 minutes 00 seconds West 760.11 feet along the boundary of said S.R. 75; thence North 2 degrees 42 minutes 39 seconds West 25.08 feet along said boundary to the point of beginning and containing 0.124 acres, more or less, in said section 21; and containing 0.759 acres, more or less, in said section 28; and containing in all 0.883 acres, more or less.

Duty entered for taxation this 27
day of October 1981

Paid by Varrant No. 4780827-4780828

Dated 10-19-1981

Richard J. Stimpfer av

Land and improvements \$ 1766.00 Damages \$ 1914.00 Total consideration \$ 3680.00

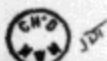
The grantor shall clear and convey free of all leases, licenses, or other interests both legal and equitable, and all encumbrances of any kind or character on, in and under said land as conveyed.

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 and seal, this 16th day of September 1981

Merritt Keith Walton (Seal) Gladys Lucille Walton (Seal)
Merritt Keith Walton (Adult (Seal) Gladys Lucille Walton (Seal)
husband) (Seal) (Adult wife) (Seal)



This Instrument Prepared by John W. Brossa

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 acknow-
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 acknow-
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, Hendricks County, ss:
Before me, the undersigned, a Notary Public in and for said County and State, this 16th
day of September, A. D. 1981; personally appeared the within named

Merritt Keith Walton and Gladys Lucille Walton
(Adults husband & wife)
Grantor _____ in the above conveyance, and acknow-
edged 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 1982 Philip V Wertenberger Notary Public
Philip V Wertenberger (By Davies County)

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)
(Signature lines)

State of _____ }
County of _____ } ss: R. _____ PAGE _____; INST. # _____

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

OCT 5 1981
7221

WARRANTY DEED
FROM
TO
STATE OF INDIANA
Received for record this _____ day of _____, 19____, at _____ o'clock _____ m, and
Recorded in Book No. _____ page _____ Recorder _____ County _____
Endorsed NOT TAXABLE this _____ day of _____, 19____ Auditor _____ County _____
Division of Land Acquisition
Indiana State Highway Commission

PARTIAL RELEASE OF MORTGAGE

6195

BOOK 51 PAGE 265

R 50-2332(1)
Parcel 2
Code 1705

KNOW ALL MEN BY THESE PRESENTS, That THE FEDERAL LAND BANK OF LOUISVILLE, a corporation organized under the laws of the United States of America, with its principal office and place of business in Louisville, Kentucky, for and in the consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration the receipt of which is hereby acknowledged, hereby releases from the lien of a certain mortgage executed by Merritt Keith Walton and Gladys Lucille Walton, husband and wife to The Federal Land Bank of Louisville, dated the 18th day of December, 1964, and recorded in Volume 168 at page(s) 494-5 of the mortgage records of Hendricks County, Indiana, that part of the property described therein situated in said county and state which is bounded and described as follows: A part of the Southwest Quarter of the Southwest Quarter of Section 21, and a part of the West Half of the Northwest Quarter of Section 28, all in Township 15 North, Range 2 West, Hendricks County, Indiana, described as follows: Beginning at a point on the south line of said Section 21 South 89 degrees 41 minutes 43 seconds East 15.00 feet from the southwest corner of said Section 21, which point of beginning is where the east boundary of S.R. 75 meets the southeastern boundary of said S.R. 75, (said point of beginning also being a corner of the owners' land): thence North 23 degrees 05 minutes 34 seconds East 188.29 feet along the southeastern boundary of said S.R. 75 (said boundary also being the northwestern line of the owners' land); thence South 3 degrees 47 minutes 13 seconds West 427.01 feet; thence South 0 degrees 07 minutes 00 seconds East 374.25 feet to the western boundary of the right of way as per grant recorded February 28, 1975 in Deed Record 235, page 583 in the Office of the Recorder of Hendricks County, Indiana; thence along said western boundary of said right of way Southwesterly 164.01 feet along an arc to the left and having a radius of 1,944.86 feet and subtended by a long chord having a bearing of South 15 degrees 26 minutes 58 seconds West and a length of 163.96 feet to the east boundary of said S.R. 75; thence North 0 degrees 07 minutes 00 seconds West 760.11 feet along the boundary of said S.R. 75; thence North 2 degrees 42 minutes 39 seconds West 25.08 feet along said boundary to the point of beginning and containing 0.124 acres, more or less, in said section 21; and containing 0.759 acres, more or less, in said section 28; and containing in all 0.883 acres, more or less.

ENTERED FOR RECORD
BOOK 51 OCT 30 1981 265-6
Marcella Abbott
RECORDER HENDRICKS COUNTY

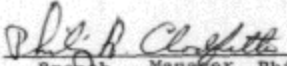
Provided, however, that this release shall not be construed to waive, or in any manner affect or invalidate, the lien of the mortgage to The Federal Land Bank of Louisville upon the remaining portion of the property described in said mortgage.

IN WITNESS WHEREOF, The Federal Land Bank of Louisville has hereunto caused its corporate name to be subscribed by its duly appointed attorney-in-fact on September 23, 1981.

THE FEDERAL LAND BANK OF LOUISVILLE
BY: FEDERAL LAND BANK ASSOCIATION
OF Greencastle, IN
Attorney-in-fact under power
recorded in Miscellaneous
Book 87 at page 393.

(For Ohio Use Only)

WITNESS:

By 
Branch Manager, Philip A. Clodfelter


STATE OF Indiana)
) SS:
COUNTY OF Hendricks)

I, Carolyn R. Hendrich, a Notary Public in and for the State and County aforesaid, do certify that on September 23, 1981 before me appeared Philip A. Clodfelter to me personally known, and who, being by me duly sworn, did say that he is the Branch Manager of the Federal Land Bank Association of Greencastle, IN - Danville Br., a corporation; that said instrument was signed by him for and on behalf of said corporation acting as attorney-in-fact for The Federal Land Bank of Louisville, a corporation, all under the authority of the Board of Directors of the Federal Land Bank Association of Greencastle, IN; and acknowledged said instrument to be his free act and deed as such officer or employee, the free and corporate act and deed of said association as such attorney-in-fact, and the free and corporate act and deed of The Federal Land Bank of Louisville.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal in the State and County aforesaid on the date last above written.

My Commission expires: Aug. 1, 1982

County of Residence: Putnam


Notary Public
Carolyn R. Hendrich

This instrument was prepared by The Federal Land Bank of Louisville, a corporation, by Charles L. Hardin, its General Counsel, 201 West Main St., Louisville, Kentucky.


General Counsel

State of Indiana)
 County of Hendricks) SS

Project 756 3332 (1)
 Parcel 2
 Road S.R. 75

AFFIDAVIT

I, Gladys Lucille Walton,
 the undersigned affiant, being duly sworn upon my oath, hereby swear and
 affirm that I have been known as and that I am one and the same person as
Gladys Walton.

Further affiant sayeth not.

Gladys Lucille Walton
 (Affiant's Signature)
 Gladys Lucille Walton

Subscribed and sworn to before me this 16th day of September 1981.

Philip V. Wertenberger
 (Notary Public)
 Philip V. Wertenberger of Darness
County

My commission expires on September 7 1984.

This instrument was prepared by Philip V. Wertenberger.

1705

PARCEL NO. 2

OWNER: WALTON, MERRITT K. ET UX. DRAWN BY: J. HASA 2/22/80

PROJECT NO. RSG-3332(1)

DEED RECORD PAGE 359-360 DATED 12-19-64


CHECKED BY: RON RANEY 2-22-80

ROAD NO. S. R. 75

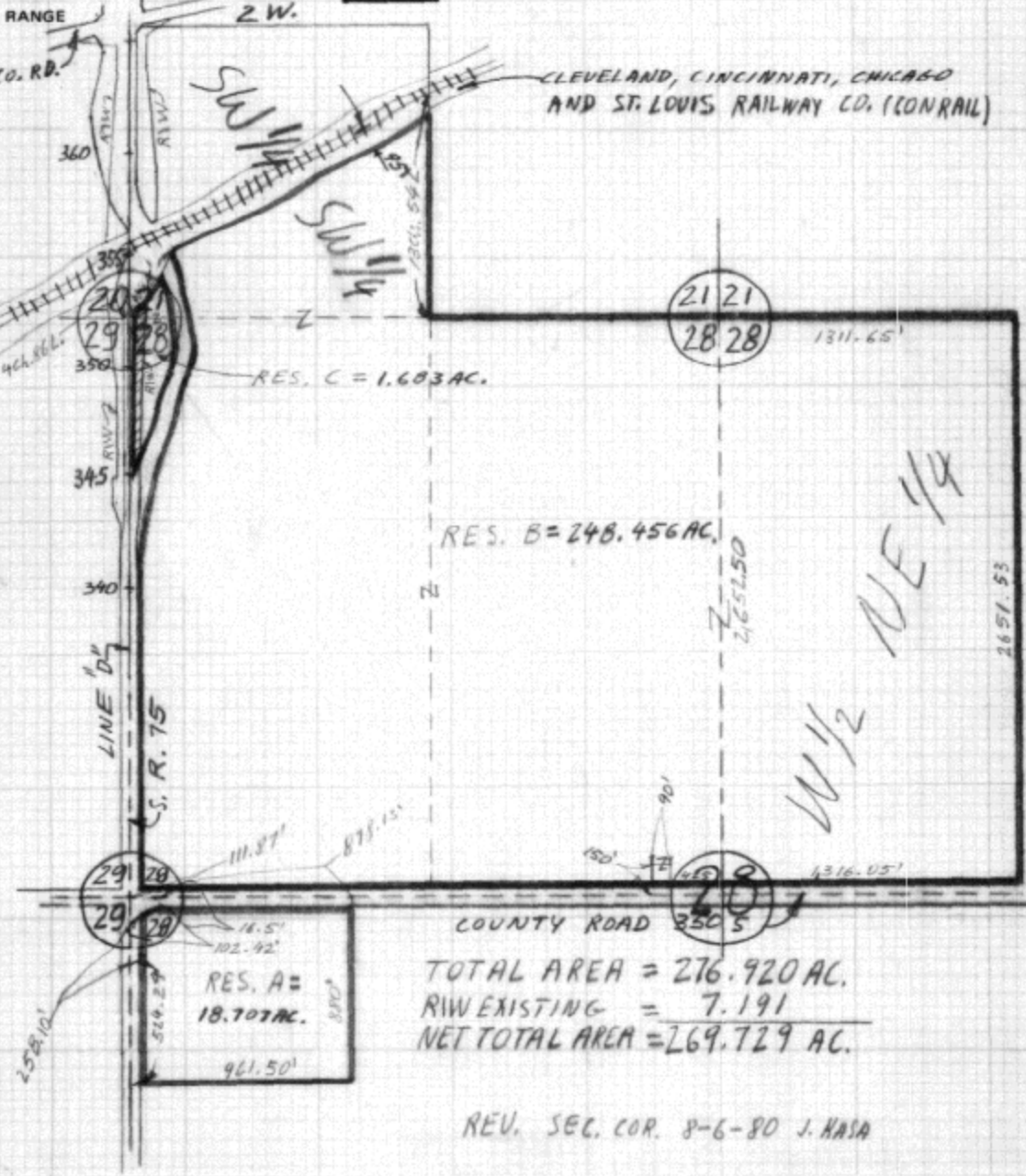
COUNTY: HENDRICKS

SECTION: 21 & 28

TOWNSHIP: 15 N.
RANGE: 2 W.

 HATCHED AREA IS THE APPROXIMATE TAKING

SCALE: 1" = 600'



TOTAL AREA = 276.920 AC.
 RIW EXISTING = 7.191
 NET TOTAL AREA = 269.729 AC.

REV. SEC. COR. 8-6-80 J. HASA

1977

PARTY'S NAME AND ADDRESS

Federal Land Bank Association
2 Greenacres
14000 Drive
Des Moines Indiana 46121

STATE AGENCY FILING. This form may be used only for claims chargeable to purchase of Right of Way.

Account Number: 400-861611-
State Agency: Department of Highways 800
Appr. Name: Construction
State Share: 1 _____
Federal Share: 1 _____
Total Amnt. of Check: 1 _____

WARRANT
No. _____

DISTRIBUTION

DATE	9	7	2	8	1	Project Number	116	320	2	1
	Month	Day	Year			Prefix	Number			Para.
LOCATION CODE	5 0 0					Federal Code 1 or 2	Cost Account	Drl/ Cr/2	AMOUNT	
FUNCTION CODE	3 5					1	4631		100.00	
OBJECT CODE	6 1 1									
PARCEL NO.	2									
COUNTY NAME & NO.	Harrison 52								Total 100.00	

Purpose of This Payment:

Fee for mortgage lease

FOR HIGHWAY USE ONLY		
C/A	STATE	FEDERAL

Check Delivery Instructions: Yes (See reverse side)

Send when ready

CLAIMANTS

Pursuant to the provisions and penalties of Chapter 155 Act of 1951, 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.

- X Federal Land Bank Association et al
(If a firm or corporation, give name & address)
- 7-21-81 X By Philip A. Claffette
Personal Signature Title
- X Philip A. Claffette
Signature if individual
- X INTERNAL REVENUE LA DIV.
Signature if individual
- X DATE: OCT 1 - 1981
Signature if individual
- X INITIALS: [Signature]
Signature if individual

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 _____
Personal Signature Title
- Grant Approved as to Form and Form Abstract Checked Excepting Real Estate Description. Preliminary
- Jeffrey X. Fisher 10/14/81
Deputy Attorney General Date
- Payment Approved as to Account No and Funds Available.
- Stacy E. [Signature]
Controller Date

Recommended Approval: Philip A. Claffette 9-25-81
Operator Date

Approved: _____
Date

Donald E. Christ OCT 15 1981
Asst. Chf. Division of Land Acquisition Date

Approved: John W. Brown OCT 15 1981
Indiana Department of Highways Date
CHIEF, DIV. LA.

Mortgage release to be picked up when check is delivered to payee

Contact Mr. Philip A. Clodfelter, Branch Manager of the FLO of Greencastle, 1 Manor Drive, Danville, IN. phone 317-745-5440. Mortgage release may be picked up when check is delivered.



INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 — 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46209

Oct. 23

19 81

To **Herritt Keith Walton**
Gladys Lucille Walton
 R.R. #1, Box 48
 Coatesville, Indiana 46121

GENTLEMEN:

We enclose State Warrant No. 4780827 10-19- 19 81
 in settlement of the following vouchers:

Transmittal #82-134

Description	Amount
For <u>Purchase of R/W</u> on State Road No. _____ in <u>Hendricks</u> County, Project <u>RSG-3332 (1)</u> Parcel No. <u>2</u> as per Grant/Warranty Deed, Dated <u>9/25/81</u>	\$3,680.00
<i>Herritt Keith Walton</i> <i>Gladys Lucille Walton</i>	

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By _____

Date 10/23/81

1977

PAYER'S NAME AND ADDRESS

Herbert Keith Walton
Gladys Lucille Walton
RR #1 Box #48
Loateville IN

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

Account Number: 400-861 611-
State Agency: Department of Highways 800
Appr. Name: Construction
State Share: \$ _____
Federal Share: \$ _____
Total Amt. of Check: \$ _____

Warrant No. _____

DISTRIBUTION

DATE: 9 25 81 Month Day Year	Project Number: 856 Prefix: 332 Number: 2 Parm: 1
LOCATION CODE: 5 0 0	Federal Code 1 or 2: 1 Coef. Account: 4711 Dr.-1 Cr.-2: 1 Amount: 1766.00
FUNCTION CODE: 3 5	Federal Code 1 or 2: 1 Coef. Account: 4731 Dr.-1 Cr.-2: 1 Amount: 1914.00
OBJECT CODE: 6 1 1	
PARCEL NO.: 2	
COUNTY NAME & NO.: Hendricks 32	Total: 3680.00

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

CLAIMANTS

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: OCT 1 - 1981
INITIALS: [Signature]

X _____
X By: Herbert Keith Walton (Personal Signature)
X Herbert Keith Walton (Signature of individual)
X _____
X Gladys Lucille Walton (Signature of individual)
X Gladys Lucille Walton (Signature of individual)

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.

9-2-81 X Federal Land Bank Association of Greensboro
X By: [Signature]
Grant Approved as to Form and Parcel Interest Checked, Excepting Real Estate Description. [Signature]

J. Gray (Deputy Attorney General) 10/14/81 (Date)

Payment Approved as to Accounts and Funds Available.
[Signature] (Controller) _____ (Date)

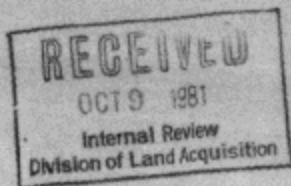
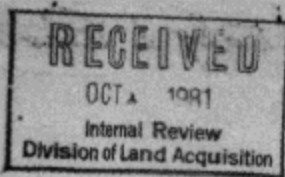
Approved: [Signature] (Chief, Indiana Department of Highways) OCT 15 1981 (Date)

Recommend Approval: [Signature] 10/15/81 (Date)

Approved: Donald E. Christy (Chief, Division of Land Acquisition) OCT 15 1981 (Date)

Check together with Abandonment Resolution to be delivered to property owners in exchange for owners' certified check for \$580.00 in payment for return of ground described in Abandonment Resolution

CONTACT OWNERS, MERRITT KEITH WALTON and
GLADYS LUCILLE WALTON phone 317-539-4232.
GET ABANDONMENT RESOLUTION FROM MR. SPECKER
IN PROPERTY MANAGEMENT.



STATE OF INDIANA



INDIANAPOLIS

INDIANA DEPARTMENT OF HIGHWAYS
 100 North Senate Avenue
 Indianapolis, Indiana 46204

Room 1101, State Office Building
 317-232-5533

PH1-2-70

CLOSING STATEMENT

Project: RSG-3332 (1)
 Parcel: #2
 Fee Owner: Merritt Keith & Gladys Lucille Walton
 Address of Property: State Road 75 Approximately 2 miles North of Coatesville

Purchase Price: \$ 3,680.00

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	_____	<u>\$ 3,680.00</u>

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

Fee Owners: Merritt Keith Walton Gladys Lucille Walton
 Contract Buyers: _____

I certify that the above are true and correct.

Name: C. Robert Eikenberry Date: 10/23/81

WAIVER OF MINERAL RIGHTS RELEASE

Date: October 6, 1981

Project: BSG-3332 (1)

Parcel: #2

Road: S. R. 75

County: Hendricks

Code: 1705


MEMORANDUM FOR THE PARCEL FILE

The consideration for this parcel is \$3,680.00, of which \$1,766.00 is for land and \$1,914.00 is for damages consisting of reconstruction of fencing.

The appraiser estimates the value of the remaining property at \$598,012.00. Therefore this Division of Land Acquisition waives the requirement that a release be secured of the oil and gas lease dated September 19, 1981 to Chic Oil and Gas, recorded in Miscellaneous Record 90, Pages 98 & 99.

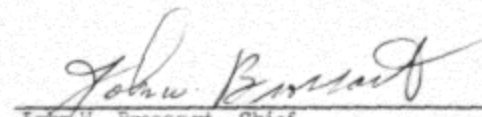
REMARKS: As this parcel has been in negotiation for over eight months and because we do not feel the lessee's interest will be adversely affected by our acquisition and because the likelihood of the lessee attempting to drill on our right-of-way is extremely remote, we recommend that the policy of securing releases of oil and gas leases be waived for this parcel.

Recommend Approval:


Philip V. Wertenberger
Negotiator-Buyer III

APPROVED:


John D. Terwilliger, Assistant Chief
Buying Section


John W. Brossart, Chief
Division of Land Acquisition


Jack T. Small, Chief
Buying Section

If you decide to accept the offer of \$ 3680.00 made by the Indiana Department of Highways, sign your name below and mail this form to the address indicated above. An additional copy of this offer had been provided for your file.

ACCEPTANCE OF OFFER

X (We), Merritt Keith Walton and Gladys Lucille Walton

landowner(s) of the above described property or interest in property, hereby accept the offer of \$ 3680.00 made by the Indiana Department of Highways on this 16th day of September, 19 81.

Merritt Keith Walton
Merritt Keith Walton

Gladys Lucille Walton
Gladys Lucille Walton

NOTARY'S CERTIFICATE

STATE OF Indiana)
) SS:
COUNTY OF Hendricks)

Subscribed and sworn to before me this 16th day of September, 19 81.

My Commission Expires: September 7 1989

Philip V. Wertenberger
(Signature)

Philip V. Wertenberger
(Printed) NOTARY PUBLIC

Darwin County

1705 Central

CERTIFICATE OF REVIEW APPRAISER AND CONCLUSION OF FAIR MARKET VALUE

Indiana State Highway Commission - Division of Land Acquisition

Project R56 3332(1) Road SR 75 County HENRIKUS Owner MICHAEL WALTON Parcel # 2

	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	\$604,692. ⁰⁰				
AFTER VALUE	\$598,012. ⁰⁰				
DIFFERENCE	\$3,680. ⁰⁰				
LAND &/OR IMPROVEMENTS	\$4,766. ⁰⁰				
LOSS IN VALUE TO REMAINDER	\$1,914. ⁰⁰				
ESTIMATED COMPENSATION (DUE PROPERTY OWNER)	\$3,680. 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 \$ 3,680.⁰⁰.

DATE 2/2/81 SIGNED Sumner E. White DATE _____ SIGNED _____
1st REVIEW APPRAISER 2nd REVIEW APPRAISER

DATE _____ APPROVED _____
CHIEF REVIEW APPRAISER

APPROVED APPRAISAL AMT. FOR .883 Ac REQUIRED R/W \$ 3,680.⁰⁰
(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 S. White
TITLE: ASSISTANT CHIEF APPRAISER
INDIANA STATE HIGHWAY COMMISSION
2-3-81

HISTORIC DATA

APPRAISER'S NAME	APPRAISED AMOUNT			DATE OF APPRAISAL			DATE OF APPR REVIEW			AMOUNT PAID FOR BUILDINGS			PROPERTY L.A. USE CODE	
	26	29	32	35	37	39	41	43	45	47	50	53	56	75
BUNNELL			3,680 ⁰⁰	11	19	80	2	28	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 RS# 3332(1) Parcel 2 Road SILTS County HENDRICKS
Owner(s) MERRITT K WATSON RT 0X

3. Interest(s) being acquired: FEE 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: \$ 3,680.⁰⁰

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) \$ _____
b. Other damages (Itemize) COST-TO-CARE \$ 1,914.⁰⁰
Total Damages: \$ 1,914.⁰⁰

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.

N/A

9. Remarks: N/A

2/2/81
Date

[Signature]
Signature

C A P T I O N

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

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 15 NORTH OF RANGE 2 WEST, CONTAINING EIGHTY ACRES, MORE OR LESS. ALSO, A PART OF THE SOUTH WEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 21, TOWNSHIP 15 NORTH OF RANGE 2 WEST AND BOUNDED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION, RUNNING THENCE NORTH ON THE WEST LINE THEREOF, 4 ³²/₁₀₀ CHAINS AND 86 LINKS TO THE SOUTH LINE OF THE RIGHT-OF-WAY OF THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RAILROAD, THENCE NORTHEAST ALONG THE SOUTH LINE OF THE RIGHT-OF-WAY OF SAID RAILROAD TO THE EAST LINE OF QUARTER QUARTER SECTION, THENCE SOUTH ON SAID EAST LINE 13 ³/₄ CHAINS AND 54 LINKS TO THE SOUTHEAST CORNER THEREOF, THENCE WEST ON SAID SOUTH LINE TO THE PLACE OF BEGINNING. EXCEPT THE FOLLOWING DESCRIBED LAND HERETOFORE DEEDED TO THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS R.R. ALL THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 15 NORTH OF RANGE 2 WEST, BOUNDED ON THE SOUTH BY A LINE AT THE UNIFORM DISTANCE OF 95 FEET AT RIGHT ANGLES FROM THE CENTER LINE OF THE RIGHT-OF-WAY OF THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD AND ON THE EAST AND WEST BY THE EAST AND WEST LINES OF SAID WEST HALF QUARTER, ALSO EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: FROM THE SOUTHWEST CORNER OF SECTION 21, TOWNSHIP 15 NORTH, RANGE 2 WEST OF THE SECOND PRINCIPAL MERIDIAN MEASURE EASTWARDLY 15 FEET ALONG THE SOUTH LINE OF SAID SECTION TO A POINT IN THE EAST LINE OF THE PUBLIC HIGHWAY FOR A PLACE OF BEGINNING; THENCE MEASURE NORTHWARDLY 204 FEET ALONG THE EAST LINE OF SAID HIGHWAY, THENCE DEFLECTING 22 DEGREES AND 7 MINUTES TO THE RIGHT MEASURE 127 FEET TO A POINT IN THE GRANTEE'S SOUTHEASTERLY RIGHT-OF-WAY LINE, THENCE DEFLECTING 40 DEGREES AND 6 MINUTES TO THE RIGHT, MEASURE NORTHEASTWARDLY 134 FEET ALONG SAID RIGHT-OF-WAY LINE, THENCE DEFLECTING 139 DEGREES AND 54 MINUTES TO THE RIGHT MEASURE SOUTHWESTWARDLY 404-⁵/₁₀ FEET TO THE PLACE OF BEGINNING CONTAINING 49/100 OF AN ACRE, MORE OR LESS, IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 15 NORTH OF RANGE 2 WEST.

CONTIGUOUS PROPERTY

<u>DEED RECORD</u>		<u>PAGE</u>
164		435
168	(ALL ATTACHED)	511-512
230		443
239		53

*** STATUS REPORT ***

STATE ROAD NO. 75

PROJECT 7248332 (1)

COUNTY Hendricks

PARCEL 2

DATE 9-25-81

THIS PARCEL WAS PURCHASED AS FOLLOWS:

NAME OF OWNER Merritt Keith Walton and Gladys Lucille Walton (wid)

ADDRESS RR#1 Box 48 Coatsville IN 46121

THIS IS A: ()-TOTAL TAKE, (X)-PARTIAL TAKE, ()-TEMPORARY R/W ONLY
 ()-ACCESS RIGHTS ONLY, ()-TOTAL TAKE WITH EXCESS LAND

1. LAND AND IMPROVEMENTS-----	\$	<u>1766.00</u>
2. DAMAGES-----	\$	<u>1914.00</u>
3. TOTAL CONSIDERATION PAID-----	\$	<u>3680.00</u>
4. SALVAGE VALUE OF RETAINED IMPROVEMENTS-----	\$	<u>NONE</u>
5. APPROVED APPRAISAL OFFER-----	\$	<u>3680.00</u>

DESCRIPTION OF BUILDINGS, STRUCTURES, SIGNS, AND LAND IMPROVEMENTS IN RIGHT-OF-WAY:

Fencing covered under a/c damages

ADDRESS OR LOCATION OF ABOVE LISTED ITEMS IN THE RIGHT-OF-WAY:

NA

APPROVED [Signature]
9-30-81

Signed [Signature]
 (Negotiator)

Project BSG 3332 (1)
Parcel # 2
County Harris
CODE-1705

Notice To: Relocation Section
Property Management Section

NOTICE OF ITEMS TO BE TREATED AS PERSONAL PROPERTY

The following items have been retained at salvage value as personal property, the offer adjusted accordingly, and are not eligible for moving allowance:

ITEM

Quantity	Description of Item
	NONE

The following items which have been appraised as real estate have been re-classified as personal property and the offer adjusted accordingly. These items are deemed to be eligible for moving costs provided that the cost of moving does not exceed their value.

Quantity	Description of Item	Appraised Value
	NONE	

BUYER Philip J. [Signature]

CC: Control
Parcel File
Relocation

INDIANA STATE HIGHWAY COMMISSION

Division of Land Acquisition

ROOM 1105 — 100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46209

Oct, 23 19 81

To Federal Land Bank Association
of Greencastle
1 Manor Drive
Danville, Indiana 46121

GENTLEMEN:

We enclose State Warrant No. 4780828 10-19- 19 81
in settlement of the following vouchers:

Transmittal #82-134

Description	Amount
Merritt Keith Walton Gladys Lucille Walton R.R. #1, Box 48 Coatesville, Indiana 46121	\$100.00
For ^{PARTIAL} Fee for Mortgage Release on State Road No. _____ in <u>Hendricks</u> County, Project <u>RSG-3332 (1)</u> Parcel No. <u>2</u> as per Grant/Warranty Deed, Dated <u>9/22/81</u>	

PLEASE RECEIPT AND RETURN (Do not detach)

Payment Received: By Carol R. Hendricks
 Date Oct 23, 1981 BR. OFFICE ASST.

1706

INDIANA STATE HIGHWAY COMMISSION, DIVISION OF LAND ACQUISITION, RELOCATION SECTION

Project R26332 (1)
Parcel 2
State Road # 75
County Hendricks
Code 1705
() Total Take (X) Partial Take

DAILY NOTICE

TO: Chief, Relocation Section

1. The Initiation of Negotiations for this parcel began on (Date) 2-17-81
2. Name of Owners: Meritt Keith Walton and Gladys Lucile Walton
Address RR#1 Coatesville In 46121 PHONE: 539-4232
3. Owners Contract Buyer () Tenant () above
Address _____ PHONE: _____
(Use reverse side if more space is needed to show all owners, Contract Buyers, or Tenants)
4. Address (or Location) of Property in the Right of Way: above
5. Describe Buildings or Structures "In Right of Way" NONE
6. Relocation Assistance: (Check Appropriate Space)
 - a. This parcel DOES NOT involve any Relocation Assistance.
 - b. _____ This parcel DOES contain occupants and/or personal property.
 - c. If "b" checked, described in general what parcel contains (Remarks):

7. Signs in Right of Way (Requiring Relocation Assistance) (Describe): NONE
8. Remarks in General: NONE

Original to Relocation Central Office
Copy to Control Philip W. ... 2-23-81
Copy to Parcel

DATE 2-17-81
Philip W. ...
AGENT

THIS FORM MUST BE MAILED DAILY

RAAP FORM #5

STATE OF INDIANA



INDIANAPOLIS

INDIANA DEPARTMENT OF HIGHWAYS
100 North Senate Avenue
Indianapolis, Indiana 46204

Room 1101, State Office Building
317-232-5533

UNIFORM LAND OR EASEMENT ACQUISITION OFFER

Updated Offer

PROJECT: 7503332 (1)
PARCEL : 2 CODE: 1705
ROAD : S.R. 75
COUNTY : Hendricks

TO: Herbert Keith Walton
Wledge Lucille Walton
RR #1 Box 17
Loatsville IN 46121

The State of Indiana, acting by and through the Indiana Department of Highways (hereinafter referred to as the Indiana Department of Highways) is authorized by Indiana law to obtain your land or an easement across your land for certain public purposes. The Indiana Department of Highways needs (your Land) ~~an easement across your land~~ for a public highway improvement

S.R. 75

and needs to take the land (~~easement~~) (~~right~~) as described on the attached legal description.

It is our opinion that the fair market value of the (property) (~~easement~~) we want to acquire from you is \$ 3610.00, and, therefore, the Indiana Department of Highways offers you \$ 3610.00 for the above described (property) (~~easement~~). You have twenty-five (25) days from this date to accept or reject this offer. If you accept this offer, you may expect payment in full within ninety (90) days after signing the documents accepting this offer and executing the easement, and provided there are no difficulties in clearing liens or other problems with title to land. Possession will be required thirty (30) days after you have received you payment in full.

HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:

1. By law, the Indiana Department of Highways is required to make a good faith effort to purchase (your property) ~~an easement across your property~~.
2. You do not have to accept this offer.
3. However, if you do not accept this offer, and we cannot come to an agreement on the acquisition of (your land) ~~an easement~~, the Indiana Department of Highways has the right to file suit to condemn and appropriate the (land) ~~easement~~ in the county in which the real estate is located.
4. You have the right to seek advice of an attorney, real estate appraiser or any other person of your choice on this matter.
5. You may object to the public purpose and necessity of this project.
6. If the Indiana Department of Highways files a suit to condemn and appropriate (your land) ~~an easement~~, and the court grants its request to condemn, the court will then appoint three appraisers who will make an independent appraisal of the (land) ~~easement~~ to be appropriated.
7. If we both agree with the court apprasers' report, then the matter is settled. However, if either of us disagrees with the appraisers' report to the court, either of us has the right to ask for a trial to decide what should be paid to you for the (land) ~~easement~~ condemned.
8. If the court appraisers' report is not accepted by either of us, then the Indiana Department of Highways has the legal option of depositing the amount of the court appraisers' evaluation with the court. And if such a deposit is made with the court, the Indiana Department of Highways is legally entitled to immediate possession of the (land) ~~easement~~. You may, subject to the approval of the court, make withdrawals from the amount deposited with the court. Your withdrawal will in no way affect the proceedings of your case in court, except that, if the final judgment awarded you is less than the withdrawal you have made from the amount deposited, you will be required to pay back to the court the amount of the withdrawal in excess of the amount of the final judgment.

9. The trial will decide the full amount of damages you are to receive. Both of us will be entitled to present legal evidence supporting our opinions of the fair market value of the land or easement. The court's decision may be more or less than this offer. You may employ, at your cost, appraisers and attorneys to represent you at this time or at any time during the course of the proceeding described in the notice. The offer of \$ 3680.00 made herein is a total offer for the entire acquisition and is intended to justly compensate you and all parties of interest.

10. If you have any questions concerning this matter, you may contact us at:

The Indiana Department of Highways
 Division of Land Acquisition
 State Office Building, Room 1105
 100 North Senate Avenue
 Indianapolis, Indiana 46204
 Attn: Buying Section
 Phone: 317-232-5050

This offer was made to owner(s):

Merritt Keith Walton of Hendricks County on 9-16-81 (Date)

Gladys Lucille Walton of Hendricks County on 9-16-81 (Date)

_____ of _____ on _____ (Date)

_____ of _____ on _____ (Date)

BY: Philip V. Weitenberg
 (Signature)

Philip V. Weitenberg
 (Printed Name and Title)

If you decide to accept the offer of \$ 3680.00 made by the Indiana Department of Highways, sign your name below and mail this form to the address indicated above. An additional copy of this offer had been provided for your file.

ACCEPTANCE OF OFFER

I (We), _____,

landowner(s) of the above described property or interest in property, hereby accept the offer of \$ _____ made by the Indiana Department of Highways on this _____ day of _____, 19 _____.

NOTARY'S CERTIFICATE

STATE OF _____)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 19 _____.
My Commission Expires: _____

(Signature)

(Printed) NOTARY PUBLIC

WARRANTY DEED

Project RSG-3332(1)
Code 1705
Parcel 2

This Indenture Witnesseth, That

Merritt Keith Walton and Gladys Lucille Walton
(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

Three thousand six hundred eighty and no/100 (\$3680.00) 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 Southwest Quarter of the Southwest Quarter of Section 21, and a part of the West Half of the Northwest Quarter of Section 28, all in Township 15 North, Range 2 West, Hendricks County, Indiana, described as follows: Beginning at a point on the south line of said Section 21 South 89 degrees 41 minutes 43 seconds East 15.00 feet from the southwest corner of said Section 21, which point of beginning is where the east boundary of S.R. 75 meets the southeastern boundary of said S.R. 75, (said point of beginning also being a corner of the owners' land); thence North 23 degrees 05 minutes 34 seconds East 188.29 feet along the southeastern boundary of said S.R. 75 (said boundary also being the northwestern line of the owners' land); thence South 3 degrees 47 minutes 13 seconds West 427.01 feet; thence South 0 degrees 07 minutes 00 seconds East 374.25 feet to the western boundary of the right of way as per grant recorded February 28, 1975 in Deed Record 235, page 583 in the Office of the Recorder of Hendricks County, Indiana; thence along said western boundary of said right of way Southwesterly 164.01 feet along an arc to the left and having a radius of 1,944.86 feet and subtended by a long chord having a bearing of South 15 degrees 26 minutes 58 seconds West and a length of 163.96 feet to the east boundary of said S.R. 75; thence North 0 degrees 07 minutes 00 seconds West 760.11 feet along the boundary of said S.R. 75; thence North 2 degrees 42 minutes 39 seconds West 25.08 feet along said boundary to the point of beginning and containing 0.124 acres, more or less, in said section 21; and containing 0.759 acres, more or less, in said section 28; and containing in all 0.883 acres, more or less.

Land and improvements \$ 1766.00 Damages \$ 1914.00 Total consideration \$ 3680.00

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 and seal, this 16th day of September 1981

(Seal)		(Seal)
<u>Merritt Keith Walton</u>		<u>Gladys Lucille Walton</u>
(Seal)		(Seal)
<u>Merritt Keith Walton (Adult</u>		<u>Gladys Lucille Walton</u>
<u>husband)</u>		<u>(Adult wife)</u>
(Seal)		(Seal)
(Seal)		(Seal)
(Seal)		(Seal)
(Seal)		(Seal)

If you decide to accept the offer of \$ 2800.00 made by the Indiana State Highway Commission, sign your name below and mail this form to the address indicated above. An additional copy of this offer has been provided for your file.

ACCEPTANCE OF OFFER

I (We), _____,

landowner(s) of the above described property or interest in property, hereby accept the offer of \$ _____ made by the Indiana State Highway Commission on this _____ day of _____, 19____.

WMD

NOTARY'S CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS:

Subscribed and sworn to before me this _____ day of _____, 19____.

My Commission Expires: _____

(Signature)

(Printed) NOTARY PUBLIC

9. The trial will decide the full amount of damages you are to receive. Both of us will be entitled to present legal evidence supporting our opinions of the fair market value of the land or easement. The court's decision may be more or less than this offer. You may employ, at your cost, appraisers and attorneys to represent you at this time or at any time during the course of the proceeding described in this notice. The offer of \$ 2100.00 made herein is a total offer for the entire acquisition and is intended to justly compensate you and all parties of interest.

IN JANUARY 1920 WE OBTAINED FROM THIS PROPERTY, THEN OWNED BY MINNIE LAYMON APPROX. 1.927 ACRES OF RLW WHICH WE PROPOSE TO RETURN TO YOU FOR THE SUM OF \$880.00; AND ACQUIRE FROM YOU 0.813 ACRES OF RLW FOR WHICH WE ARE OFFERING \$3680.00 (BEING \$1766.00 FOR THE LAND AND \$1914.00 FOR FENCE DAMAGES) FOR A NET PAYMENT TO YOU OF \$2800.00

10. If you have any questions concerning this matter, you may contact us at:

The Indiana State Highway Commission
 Division of Land Acquisition
 State Office Building, Room 1105
 100 North Senate Avenue
 Indianapolis, Indiana 46204
 Attn: Buying Section
 Phone: 317-232-5050

This offer was made to owner(s):

Merritt Keith Walton of Hendricks County on 2-17-81 (Date)

Gladys Lucille Walton of Hendricks County on 2-17-11 (Date)

_____ of _____ on _____ (Date)

_____ of _____ on _____ (Date)

BY: Philip V Wertenberger
 (Signature)

Philip V Wertenberger
 (Printed Name and Title)

HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:

1. By law, the Indiana State Highway Commission is required to make a good faith effort to purchase (your property) (~~an easement~~ ~~across your property~~).
2. You do not have to accept this offer.
3. However, if you do not accept this offer, and we cannot come to an agreement on the acquisition of (your land) (~~an easement~~), the Indiana State Highway Commission has the right to file suit to condemn and appropriate the (land) (~~easement~~) in the county in which the real estate is located.
4. You have the right to seek advice of an attorney, real estate appraiser or any other person of your choice on this matter.
5. You may object to the public purpose and necessity of this project.
6. If the Indiana State Highway Commission files a suit to condemn and appropriate (your land) (~~an easement~~), and the court grants its request to condemn, the court will then appoint three appraisers who will make an independent appraisal of the (land) (~~easement~~) to be appropriated.
7. If we both agree with the court appraisers' report, then the matter is settled. However, if either of us disagrees with the appraisers' report to the court, either of us has the right to ask for a trial to decide what should be paid to you for the (land) (~~easement~~) condemned.
8. If the court appraisers' report is not accepted by either of us, then the Indiana State Highway Commission has the legal option of depositing the amount of the court appraisers' evaluation with the court. And if such a deposit is made with the court, the Indiana State Highway Commission is legally entitled to immediate possession of the (land) (~~easement~~). You may, subject to the approval of the court, make withdrawals from the amount deposited with the court. Your withdrawal will in no way affect the proceedings of your case in court, except that, if the final judgment awarded you is less than the withdrawal you have made from the amount deposited, you will be required to pay back to the court the amount of the withdrawal in excess of the amount of the final judgment.

STATE OF INDIANA



B F M - 5-2a - 7-77

INDIANAPOLIS

INDIANA STATE HIGHWAY COMMISSION

100 North Senate Avenue
Indianapolis, Indiana 46204

Room 1101, State Office Building

317-232-5533

UNIFORM LAND OR EASEMENT ACQUISITION OFFER

PROJECT: PSG 3332 (1)PARCEL: 2 CODE: 1705ROAD: S.R. 75COUNTY: HendricksTO: Merritt Keith WaltonGladys Lucille WaltonRR #1 Box 17Cootsville In 46121

The State of Indiana, acting by and through the Indiana State Highway Commission (hereinafter referred to as the Indiana State Highway Commission) is authorized by Indiana law to obtain your land or an easement across your land for certain public purposes. The Indiana State Highway Commission needs (your land) (~~an easement across your land~~) for a public highway improvement S.R. 75

and needs to take the land (~~easement~~) (~~right~~) as described on the attached legal description.

It is our opinion that the fair market value of the (property) (~~easement~~) we want to acquire from you is \$ 2800.00 and, therefore, the Indiana State Highway Commission offers you \$ 2800.00 for the above described (property) (~~easement~~). You have twenty-five (25) days from this date to accept or reject this offer. If you accept this offer, you may expect payment in full within ninety (90) days after signing the documents accepting this offer and executing the easement, and provided there are no difficulties in clearing liens or other problems with title to land. Possession will be required thirty (30) days after you have received your payment in full.

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 Herbert Keith Walton and Gladys Lucile Walton (his)

and conveying certain real estate in Hancock County to the State of Indiana for highway purposes and which is identified as Parcel # 2 on Highway Project # 256 332 (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 \$ 3680.00.

INDIANA DEPARTMENT OF HIGHWAYS

Philip A. ...
Land Agent

Date 9/2/81

PROJECT NO. AHL 5353 (A)

COUNTY Hendricks PARCEL NO. 7 CODE NO. 1705

NAME & ADDRESS OF OWNER Merleith Keith Dutton and Gladys Lucille Waller (wid)
RR # 1 Box # 48 Coatesville IN 46121 PHONE 1-317-539-4232

NAME & ADDRESS OF PERSON CONTACTED Mr Philip A. Clodfelter Branch Manager
Fed. Land Bank Assoc. of Greensboro 1 Manor Dr Danville IN 46122 PHONE 1-317-795-5440
(list other interested parties on reverse side including nature of their interest)

DATE ASSIGNED 7-9-81 DATE OF CONTACT 9-21-81 TIME OF CONTACT 1:30 P.M.

OFFER \$ 3600.00 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>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>NA</u> Receipt of Deed? |
| 9. <u>NA</u> Walked over property? | 20. <u>NA</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: Mr Clodfelter confirmed that they did not want to participate in this offer and would give us a mtgc release on receipt of the \$100.00 fee. He executed the claim voucher with the Duttons as payees as well as the claim voucher for their \$100 fee.

Status of Parcel: () -Secured, () -Condemned, -Other (Explain): mtgc release
Distribution Made
() Parcel
() Weekly Summary
 Owner
 Attorney
 Broker
 Other, Specify
Philip A. Clodfelter
(Signature)

PROJECT NO. RS6 3332 (1)

COUNTY Hendricks PARCEL NO. 2 CODE NO. 1705

NAME & ADDRESS OF OWNER Merritt Keith Walton and Gladys Lucille Walton (n/w)
RR #1 Box 17 Coatesville IN 46121 PHONE 1-317-539-4232

NAME & ADDRESS OF PERSON CONTACTED above

PHONE

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

DATE ASSIGNED 2-9-81 DATE OF CONTACT 9-16-81 TIME OF CONTACT 10:00 A.M.

OFFER \$ 3680.00 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>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>yes</u> Any mortgage(s)? | LEFT FOLLOWING PAPERS WITH OWNERS: |
| 4. <u>no</u> Any other liens, judgments, etc.? | 14. <u>yes</u> Written offer? <u>updated</u> |
| 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>yes</u> Receipt of Deed? |
| 10. <u>no</u> Arranged for owner to pay taxes? | 20. <u>yes</u> Copy of Deed? |
| 11. <u>no</u> Secured Right-of-Entry? | 21. <u>no</u> Private appraisal letter? |
| 12. <u>no</u> Secured driveway Right-of-Entry? | 22. <u>no</u> Brochure, "Relocation & You"? |

REMARKS: The owners confirmed their agreement to the exchange of property, documents and checks to complete our acquisition of 0.883 acres of permanent R/W and the return to them of 1.927 acres of R/W previously acquired from the property and now surplus to our needs.

They executed the Acceptance of Offer Form, the Warranty Deed and the claim voucher. The claim voucher being endorsed to provide for our delivery to them of our check for \$3680.00

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

- Distribution Made
- | | |
|------------------|--------------------------|
| () Parcel | () Weekly Summary |
| () Owner | () Attorney |
| <u>NA</u> Broker | <u>NA</u> Other, Specify |

Keith M. ...
(Signature)

REMARKS (Continued) together with the Abandonment Resolution
for the 1.927 acres returned to them in exchange
for their certified check in the sum of \$880.00
in payment therefor.

This arrangement replaces the previously
carried upon exchange of property with a net
payment by us to them of \$2800.00 as outlined
in our offering letter of 2-17-81.

Explained that we will take care of obtaining
the required mortgage release from the Federal
Land Bank which will require about a week. They
signed the Application For Partial Release which I
will deliver to the Fed. Land Bank office in Danville.

Confirmed that the state requires a maximum
of 90 days to make payment and they will call
and make an appointment for delivery of the check.

Philip M. Heston
Signature Date 9/16

PROJECT NO. R5G3332 (U)

COUNTY Hendricks PARCEL NO. 7 CODE NO. 1705

NAME & ADDRESS OF OWNER Merritt Keith Walton and Gladys Lucille Walton (H&W)
RR#1 Box 17 Lookout IN 46121 PHONE 1317-539-4232

NAME & ADDRESS OF PERSON CONTACTED SKD VC

PHONE

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

DATE ASSIGNED 7-9-81 DATE OF CONTACT 9-11-81 TIME OF CONTACT 7:45 A.M.

OFFER \$ 3680.00 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? | 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 Walton agreed to change in the offer from an exchange of property to be acquired and returning acreage previously acquired with a net payment to him; to an offer for our current requirements of 0.883 acres and payment by him for the acreage to be returned (1.92 acres for \$80.00) by certified check upon receipt of our check for \$3680.00 (being \$1760.00 for ground and \$1940.00 for fence damages) and simultaneous delivery of the Abandonment Resolution for the acreage returned. I am to contact him next to set up appointment with them for execution of documents - They work different schedules at different locations.

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

Distribution Made
() Parcel
() Weekly Summary
() Owner
() Attorney
(X) Broker
() Other, Specify

Shirley W. ...
(Signature)

PROJECT NO. RS9 3332 (1)

COUNTY Hendricks PARCEL NO. 2 CODE NO. 1705

NAME & ADDRESS OF OWNER Meritt Keith Walton et ux
RR #1 Box Coatesville In 46121 PHONE 539-4232

NAME & ADDRESS OF PERSON CONTACTED above
PHONE _____

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

DATE ASSIGNED 7-9-81 DATE OF CONTACT 5-18-81 TIME OF CONTACT 9:30A.M.

OFFER \$2100.00 net 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? | 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 Walton confirmed the staking had been done so he could locate his fence.

I told him I should have the Abandonment Resolution the latter part of this month

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

PROJECT NO. R563332 (1)

COUNTY Hendricks PARCEL NO. 2 CODE NO. 1705

NAME & ADDRESS OF OWNER Meritt Keith Watten and Gladys Lucille Watten
RR#1 Box 17 Coatesville In 46121 PHONE 539-4232

NAME & ADDRESS OF PERSON CONTACTED above

PHONE

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

DATE ASSIGNED 2-9-81 DATE OF CONTACT 3-19-81 TIME OF CONTACT 11:00 AM

OFFER \$ 2500.00 net 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 checked="" type="checkbox"/> Any affidavits taken? | |
| 3. <input checked="" type="checkbox"/> Any mortgage(s)? | LEFT FOLLOWING PAPERS WITH OWNERS: |
| 4. <input checked="" type="checkbox"/> Any other liens, judgments, etc.? | 14. <input checked="" type="checkbox"/> Written offer? |
| 5. <input checked="" type="checkbox"/> Showed plans? Explained take? | 15. <input checked="" type="checkbox"/> Land Acquisition Brochure? |
| 6. <input checked="" type="checkbox"/> Explained about retentions? | 16. <input checked="" type="checkbox"/> Retention Letter? |
| 7. <input checked="" type="checkbox"/> Any major items retained? | 17. <input checked="" type="checkbox"/> Statement of Just Compensation? |
| 8. <input checked="" type="checkbox"/> Any minor items retained? | 18. <input checked="" type="checkbox"/> Tax memo (interim period)? |
| 9. <input checked="" type="checkbox"/> Walked over property? | 19. <input checked="" type="checkbox"/> Receipt of Deed? |
| 10. <input checked="" type="checkbox"/> Arranged for owner to pay taxes? | 20. <input checked="" type="checkbox"/> Copy of Deed? |
| 11. <input checked="" type="checkbox"/> Secured Right-of-Entry? | 21. <input checked="" type="checkbox"/> Private appraisal letter? |
| 12. <input checked="" type="checkbox"/> Secured driveway Right-of-Entry? | 22. <input checked="" type="checkbox"/> Brochure, "Relocation & You"? |

REMARKS: Picked up copy of our offering letter reflecting acceptance of our offer by the property owners and explained that it is expected that the commission will approve the return of the previously acquired R/W not required for the updated project to replace the bridge over the Conrail tracks on highway S.R. 75. Following the Commission's approval we will exchange documents - the Abandonment Resolution from the highway (state) and the Warranty Deed to be executed by them - and they will execute the claim voucher which will be processed for payment after the mortgage release is obtained from the Federal Land Bank

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

Distribution Made
{ } Parcel
{ } Owner
{ } Broker
{ } Weekly Summary
{ } Attorney
{ } Other, Specify property management (Signature)
Philip J. DeWenberg

1705

PROJECT NO. RS6 3332 (1)

COUNTY Hendricks PARCEL NO. 2 CODE NO. 1705

NAME & ADDRESS OF OWNER Merritt Keith Walton and Gladys Lucille Walton RR#1 Box 17 Coatesville In 46121 PHONE 539-4232

NAME & ADDRESS OF PERSON CONTACTED above

PHONE

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

DATE ASSIGNED 2-9-81 DATE OF CONTACT 3-19-81 TIME OF CONTACT 11:00 A.M.

OFFER \$ 2800.00 NO 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: Picked up copy of our agency letter reflecting acceptance of our offer by the property owners and explained that it is expected that the commission will approve the return of the previously acquired ROW not required for the updated project to replace the bridge over the canal tracks on Hwy 3R.75. Following the commission approval we will exchange documents - the abandonment resolution from the highway (state) and the warranty deed to be executed by them - and they will execute the chain of title which will be processed for payment of the mortgage release is as to resolution the recent land bank

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

- Distribution Made
- | | |
|--|--|
| <input checked="" 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. Muthers
(Signature)

PROJECT NO. RS 6 3332 (1)

COUNTY Hendricks PARCEL NO. 2 CODE NO. 1705

NAME & ADDRESS OF OWNER Merritt Keith Walton et ux
RR #1 Box 17 Coatesville IA 46121 PHONE 539-4232

NAME & ADDRESS OF PERSON CONTACTED above

PHONE

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

DATE ASSIGNED 7-9-81 DATE OF CONTACT 3-18-81 TIME OF CONTACT 7:50A

OFFER: 2800 net 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. <input checked="" type="checkbox"/> NA Checked Abstract with owner? | 13. <input checked="" type="checkbox"/> NA Sent Daily Notice to Relocation Section? |
| 2. <input checked="" type="checkbox"/> Any affidavits taken? | |
| 3. <input checked="" type="checkbox"/> Any mortgage(s)? | LEFT FOLLOWING PAPERS WITH OWNERS: |
| 4. <input checked="" type="checkbox"/> Any other liens, judgments, etc.? | 14. <input checked="" type="checkbox"/> Written offer? |
| 5. <input checked="" type="checkbox"/> Showed plans? Explained take? | 15. <input checked="" type="checkbox"/> Land Acquisition Brochure? |
| 6. <input checked="" type="checkbox"/> Explained about retentions? | 16. <input checked="" type="checkbox"/> Retention Letter? |
| 7. <input checked="" type="checkbox"/> Any major item retained? | 17. <input checked="" type="checkbox"/> Statement of Just Compensation? |
| 8. <input checked="" type="checkbox"/> Any minor items retained? | 18. <input checked="" type="checkbox"/> Tax memo (interim period)? |
| 9. <input checked="" type="checkbox"/> Walked over property? | 19. <input checked="" type="checkbox"/> Receipt of Deed? |
| 10. <input checked="" type="checkbox"/> Arranged for owner to pay taxes? | 20. <input checked="" type="checkbox"/> Copy of Deed? |
| 11. <input checked="" type="checkbox"/> Secured Right-of-Entry? | 21. <input checked="" type="checkbox"/> Private appraisal letter? |
| 12. <input checked="" type="checkbox"/> Secured driveway Right-of-Entry? | 22. <input checked="" type="checkbox"/> Brochure, "Relocation & You"? |

REMARKS: Mr Walton said his wife's schedule today
wouldn't permit an appointment but any time
tomorrow before 3:00 PM. would be convenient
so we set an appointment about 11:00 A.M.

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

PROJECT NO. R5G 3332 (1)

COUNTY Hendricks PARCEL NO. 2 CODE NO. 1705

NAME & ADDRESS OF OWNER Merritt Keith Walton and Gladys Lucille Walton RR#1 Box 17 Coatesville In 46121 PHONE 539-2232

NAME & ADDRESS OF PERSON CONTACTED Keith Walton
above PHONE _____

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

DATE ASSIGNED 7-9-81 DATE OF CONTACT 3-3-81 TIME OF CONTACT 9:00 A.M.

OFFER \$ 2800 Net 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: Discussed the pros and cons of our offer for new
plu at 2000 an acre and getting out of the middle
of his field from a previous acquisition by returning some
1.927 acres to him for \$880. He said the offer was acceptable
to him and I told him we'd have to prepare our Deed for
the returned property and arrange a "closing" for the
exchange of deeds and payment of the \$2800 net. He
ask that the south end of the new acquisition be staked so
he could run an intermediate fence for containing his livestock.

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

PROJECT NO. R26 3332 (1)
COUNTY Hendricks PARCEL NO. 2 CODE NO. 1705
NAME & ADDRESS OF OWNER Merritt Keith Walton and Gladys Lucille Walton RR #1 Box 17 Coatesville IN 46121 PHONE 539-4232
NAME & ADDRESS OF PERSON CONTACTED Keith Walton

GLADYS PHONE _____

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

DATE ASSIGNED 7-9-81 DATE OF CONTACT 3-2-81 TIME OF CONTACT 12:55 AM

OFFER \$ 2800.00 NET 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? | |
| 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: Called Mr Walton for a follow-up appointment and he said I could see him about 9:00 A.M. Tuesday 3-3-81

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

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

Philip V. Hertzberger
(Signature)

PROJECT NO. 756 3332 (1)

COUNTY Hendricks PARCEL NO. 2 CODE NO. 1705

NAME & ADDRESS OF OWNER Meritt Keith Walton and Gladys Lucille Walton RR#1 Box 17 Catesville In 46121 PHONE 539-4232

NAME & ADDRESS OF PERSON CONTACTED above

PHONE

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

DATE ASSIGNED 2-9-81 DATE OF CONTACT 2-17-81 TIME OF CONTACT 9:00 A.M.

OFFER \$ 2800.00 net 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>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>YES</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? |
| 11. <u>NO</u> Secured Right-of-Entry? | 21. <u>NO</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-bridging of the cantail tracks with a realignment of S.C. 75 which eliminates the "S" curve formed with the present bridge and highway approaches. The approaches to the new bridge to be 2 1/2' tunnel lanes with 11' shoulders, both to be blocktopped. The bridge deck to provide 44' clear roadway.

More specifically discussed the need to acquire 0.883 acres of permanent R/W from this property and to return 1.921 acres of R/W obtained from this property in January 1980 from the

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

Distribution Made

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

Philip J. Mertinowski
(Signature)

REMARKS (Continued) Then owner Minnie Layman. Our offer for the 0.883 acres we need to acquire now is \$3680.00 (being \$1766.00 for the land and \$1914.00 for fence damages); and we propose to return the 1.927 acres of RLW previously obtained for \$880.00 for a net payment to you of \$2800.00. Also discussed the field access to be provided at approx. station 347+00, right, to be of compacted earth 24' wide and extending from the roadway to the RLW; (2) the side ditch on the right and sodded from approx. station 341+75 to station 343+75 and paved from station 343+75 to station 344+50 and paved from station 344+50 to station 346+82 and paved from 347+18 to 348+25; and (3) the fill required to establish the proposed E grade varying in depth from about 1' at the access to about a max. of 5' to the South and about a max. of 25' to the North end of the property.

Presented the state offer for this transaction as supported by the States offering letter, copy of the Warranty Deed describing the 0.883 acre acquisition, copy of the Survey describing the excess land to be returned and copy of the hand plot reflecting the acquisition and the acreage to be returned.

Mr. Warton will consider our offer and I can contact him in a couple of weeks regarding any questions he may have.

Philip V. Northrup 2/17
Signature Date

PROJECT NO. RS63332(1)

COUNTY Hendricks PARCEL NO. 2 CODE NO. 1705

NAME & ADDRESS OF OWNER Merritt Keith Walton et ux

RR#1 Box 17 Coatesville In PHONE 1-317-539-4232

NAME & ADDRESS OF PERSON CONTACTED above

PHONE

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

DATE ASSIGNED 2-9-81 DATE OF CONTACT 2-13-81 TIME OF CONTACT 9:55 A

OFFER \$ 3680.00 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? | |
| 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: Mr Walton said a Tuesday-2-17-81-appointment would be convenient, if I'd call Monday-2-16-81 to confirm the time

Status of Parcel: ()-Secured, ()-Condemned, (X)-Other (Explain) meq app't
Distribution Made
() Parcel () Weekly Summary
() Owner () Attorney
() Broker () Other, Specify
Philip V. Vertunburg
(Signature)

INDIANA STATE HIGHWAY COMMISSION

INDIANAPOLIS, INDIANA 46204

INTER-DEPARTMENT COMMUNICATION

COUNTY Hendricks

PROJECT RSG-3332(1)


ROAD NO. SR 75

PARCEL # 2

SUBJECT: Recommendation For: ()-Review; ()-Change; ()-Correction; (x)-Other.

From: Buying Section, L. A. Div.	To: <u>SMALL & BROSSART</u>	Date: <u>10-6-81</u>
----------------------------------	---------------------------------	----------------------

*Waiver of release of oil & gas
lease. Memo Enclosed*

_____ (Buyer)	 (Supervisor)
------------------	--

From:	To: Buying Section, L. A. Div.	Date:
-------	-----------------------------------	-------

Comment:

(Signature)

INDIANA DEPARTMENT OF HIGHWAYS

INDIANAPOLIS, INDIANA 46204
INTER-DEPARTMENT COMMUNICATION

September 30, 1981

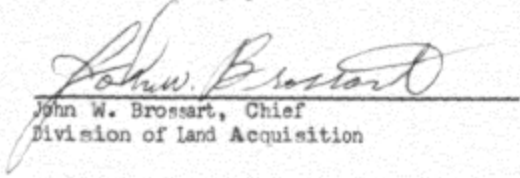
MEMORANDUM

TO: All Sections

FROM: Mr. John W. Brossart, Chief
Division of Land Acquisition

RE: Project: RSG-3332 (1)
Parcel : #2
Road : S. R. 75
County : Hendricks
Code : 1705
Owner : Merritt Keith Walton, et ux

NOTE: Please hand carry this parcel for immediate payment.



John W. Brossart, Chief
Division of Land Acquisition

JWB:rs

cc: Control
Parcel
File

✓ 1905

INDIANA STATE HIGHWAY COMMISSION
INDIANAPOLIS, INDIANA 46204
INTER-DEPARTMENT COMMUNICATION

August 13, 1980

MEMO TO Mr. Donald B. Gordon

CHIEF Appraiser

PLEASE HAVE PARCEL 2

ON PROJECT RSG-3332(1) RETURNED TO THE

ENGINEERING SECTION FOR: Revision

cc: Mr. Brossart
Mr. Wood
Mr. Best
Central Control

1705

INDIANA STATE HIGHWAY COMMISSION
INDIANAPOLIS, INDIANA 46204
INTER-DEPARTMENT COMMUNICATION



MEMO TO Mr. Donald B. Gordon
CHIEF Appraiser

PLEASE HAVE PARCEL 2

ON PROJECT RSG-3332(1) RETURNED TO THE
ENGINEERING SECTION.

cc: Mr. Brossart
Mr. Wood
Mr. Best
Central Control

INDIANA STATE HIGHWAY COMMISSION

INDIANAPOLIS, INDIANA 46204

INTER-DEPARTMENT COMMUNICATION

MEMORANDUM FOR THE FILE

DATE February 4, 1981

PROJECT RSG 3332 (1)

PARCEL #2

Buying Section
Relocation file
Control

TO:

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. Anderson
Relocation Agent

SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORT

1705

James W. Price

PROJECT NO. BSG-3332 (1) STATE ROAD NO. 75 PARCEL NO. 2

RECORD OWNER Merritt Keith Walton and Gladys Walton, husband and wife.

FROM May 29, 1979 TO October 1, 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>See Below</u>
OLD AGE ASSISTANCE RECORD	<u>No Change</u>
TAX LIEN RECORD	<u>" "</u>
JUDGMENT RECORD	<u>" "</u>
LES PENDENS RECORD	<u>" "</u>
TAX DUPLICATE	<u>Current Tax Paid-None Delinquent</u>

CHANGES SINCE DATE OF LAST ABSTRACT ARE AS FOLLOWS: _____

see Easement and Oil and Gas Lease attached as Misc. Record 81, Page 632 and Misc. Record 90, Page 98.

SIGNED Donald L. Perrigo
DATE October 1, 1981

9525 BOOK 81 PAGE 332
RIGHT-OF-WAY EASEMENT

HENDRICKS COUNTY R.E.M.C. LOCATION NO. Ind. 33

KNOW ALL MEN BY THESE PRESENTS, That we, I Merritt Keith Walton

of Hendricks County, Indiana, for a good and valuable consideration one receipt whereof is hereby acknowledged, does hereby grant unto Hendricks County REMC, a Corporation, whose postoffice address and principal office is Danville, Hendricks County, Indiana, and to its successors or assigns, the rights to enter upon the land of the undersigned, situated in the county of Hendricks, State of Indiana.

A parcel of land located in the Northeast Quarter of Section 28, Township 15 North, Range 2 West, in Clay Township, Hendricks County, Indiana, more particularly bounded and described as follows, to-wit: Being a part of the Northeast Quarter of Section 28, Township 15 North, Range 2 West, beginning at the Southwest corner thereof; thence North on and along the West line of said Quarter Section 2652.50 feet to the Northwest corner of the Northeast Quarter of said Section; thence east on and along the North line of the Quarter Section 1311.65 feet to the Northeast corner of the West Half of the Quarter Section; thence South 2651.53 feet to a point on the South line of said Quarter Section; thence West along the South Quarter Section line 1316.05 feet to the place of beginning. The above described tract represents the West Half of the Northeast Quarter of Section 28, and contains 79.99 acres, more or less, subject to all easements and right-of-ways of record.

and to place, construct, operate, repair, maintain, reset and replace thereon and in or upon all street, roads or highways abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole location, only a single pole and appurtenances will be used and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

IN WITNESS WHEREOF, the undersigned has set their, my hand and seal this 12th day of October 1979.

X Merritt Keith Walton (SEAL)

ENTERED FOR RECORD Merritt Keith Walton (SEAL)

STATE OF INDIANA

DEC 17 1979 632-3 (SEAL)

Handricks COUNTY

Mareille Abbott (SEAL)
RECORDER HENDRICKS COUNTY

Before me, the undersigned notary public in and for said county and state on the 12th day of October, 1979, personally appeared Merritt Keith

Walton

and duly acknowledged the execution of the foregoing easement.

My Commission expires: 6-25-82

Jill K. Williams
Jill K. Williams NOTARY PUBLIC

This Instrument Prepared By Jill K. Williams

Form U.S. 1180

Marille Abbott
RECORDED HENDRICKS COUNTY

This instrument was prepared by: W.R. JONES

THIS AGREEMENT, made and entered into this 19 day of SEPTEMBER A.D. 1981 by and between

MERRITT K WALTON (HUSBAND & WIFE)

GLADYS L WALTON

ARI BOXER

CRATESVILLE, INDIANA 46121

hereinafter called the Lessor

and OHIO OIL & GAS, R.D. NO. 1, FOWLER, OHIO 44418 the Lessee

1. WITNESSETH, That the said Lessor in consideration of the sum of one dollar, the receipt of which is hereby acknowledged and of the covenants and agreements herein contained, does hereby grant unto the Lessee all of the oil and gas and/or the constituents of either in and under the lands hereinafter described, together with the exclusive rights to drill for produce and market oil and gas and their constituents and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water and to transport from across and through said lands oil and gas and their constituents from the subject and other lands and to possess, use and occupy so much of said premises as is necessary and convenient in removing or transporting across said lands the above named products by pipe lines or otherwise for a term of ten (10) years and so much longer thereafter as oil, gas or their constituents are produced in paying quantities thereon, or operations are maintained on all of that certain tract of land situated in

Sec. No. Township of CLAY, MARION County of HENDRICKS

and State of INDIANA bounded substantially as follows: CLAY TWP MORION TWP

On the North by the lands of WALTON, PRESLEY } SEC 28 } SMALL TRACTS } SEC 21

On the East by the lands of EILER } TISH } PRESLEY } TISH

On the South by the lands of WALTON, MILLER } RAN } WALTON } RAN

On the West by the lands of BRYANT, CHER } 26 ACRES } WEST } 19 ACRES

containing TWO HUNDRED SEVENTY SEVEN (277) acres, more or less, being all the land owned by Lessor in said Township, provided, however, that if at the termination of said term, either primary or extended, there is a well in process of being drilled on said lands, then this lease shall continue in force so long as the drilling of such well is continued with reasonable diligence and so much longer thereafter as oil or gas or their constituents are found on said premises in paying quantities, in the judgement of the Lessee. It being understood, however, that no well shall be drilled within 2 hundred feet of the barn or dwelling on said premises without the consent of Lessor.

2. In consideration of the premises the said parties covenant and agree as follows: Lessee to deliver to the credit of the Lessor in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises. Lessor to receive the field market price per thousand cubic feet for one-eighth (1/8) of all gas marketed from said premises, and the same to be paid for on or before the 20th day of the month following in which same is marketed.

3. Lessee to commence a well on said premises within twelve months from this date or pay to Lessor TWO HUNDRED SEVENTY SEVEN Dollars (\$ 277.00) each year, payable quarterly thereafter until said well is commenced or this lease surrendered; but the completion of a well upon said lands unproductive of oil or gas in paying quantities shall be considered as the equivalent of and regarded as the tender of delay rentals for a period of one year thereafter and in no event shall the written lease expire before one year after the drilling of a dry hole regardless of the primary term provided for in the written lease. In the event gas can be produced, but due to a lack of transmission facilities or lack of relieving facilities same cannot be marketed, Lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the delay rental provided in paragraph #3 hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under paragraph #1 hereof. This lease shall become null and void for failure to pay rental for any period when same becomes due and payable, provided however that Lessee or his assigns is given 10 days written notice of his failure to pay said rentals and they are not paid within said 10 days.

4. Lessee shall bury, when so requested by Lessor all pipe lines used to transport gas or oil off or across the premises and pay all damages caused by operations under this lease: said damages: if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee and the third by the two so appointed as foreshaid, and the award to such three persons shall be final and conclusive.

5. Lessor may lay a line to any gas well on said lands and take gas produced from said well for use for light and heat in one dwelling house on said land at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee. The first two hundred thousand cubic feet of gas taken in each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet taken in each year shall be paid for at the current published rates in the town nearest the premises above described and the measurements and regulations shall be by meter and regulators set at the tap on the line. This privilege is upon the condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas.

6. The Lessee at any time may notify the Lessor in writing at Lessor's last known address, by registered mail, of the Lessee's intention to use any well located on the leased premises and the leased premises for any and all of the purposes hereinbefore provided by injecting, storing or holding instorage, and removing gas into, in and from any sands, strata or formations underlying the premises, and upon the giving of such notice the Lessee may use any such well and the leased premises for any and all of said purposes. The Lessee shall pay to the Lessor a rental of \$200.00 each year for each such well while so used; provided that the rental for the first year for a well so used shall be equivalent to the one-eighth royalty payments to the lessor, if more than \$200.00, for gas produced and marketed from such well during the consecutive periods of time aggregating 180 days next preceding the giving of such notice, and for each year thereafter a rental for such well so used equivalent to first year's rental if more than \$200.00, reduced each year by the amount of \$200.00 until reduced to \$200.00, and for each year thereafter a rental of \$200.00 for such well so used. If there shall be no well used for gas storage purposes on the leased premises, but if a well used by the Lessee - for any of the gas storage purposes hereinbefore specified shall be located on the other lands and such well shall be located within one mile of any line of the leased premises, the Lessee may give like written notice to the Lessor of its intention to use the leased premises for any or all of said gas storage purposes, and thereupon may use the leased premises for said purposes and shall be the sole judge as to whether gas is being stored or held in storage within the leased premises. The rental each year for such use shall be the same amount as, but in lieu of, the delay rental hereinbefore provided: to be paid to continue this lease in effect until the commencement of a well or of the use of the premises for any of the gas storage purposes and shall have the same effect of continuing this lease in force as though a producing well or a well used for gas storage purposes were drilled on the leased premises; provided, that if a well is thereafter drilled and used for any of the gas storage purposes on the leased premises the rental for such use of the leased premises, in lieu of the foregoing rental, shall be \$200.00 each year for such well and the same sum each year for each additional well so drilled and used. If the Lessee ceases to use a well for gas storage purposes but continues to use the premises for such purposes and there shall be no other well located thereon, the rental for such use shall be the land rental hereinbefore provided. All land rentals and well rentals may be paid by the Lessee in quarter-year installments.

7. The Lessor hereby grants to the Lessee the right to consolidate the leased premises or parts thereof with other lands to form an oil and gas development unit of not more than one hundred and sixty (160) acres for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee and the third by the two so appointed as foreshaid, and the award to such three persons shall be final and conclusive. The provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the 1/8 oil and gas royalty hereinbefore provided, that proportion of such 1/8 royalty which the acreage herein leased bears to the total number of acres comprising said development unit. If said development unit shall thereafter be used for gas storage purposes the well rental or land rental hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each such parcel bears to the entire acreage of said unit.

8. It is agreed that the acreage rentals or royalties on any well, or wells, paid and to be paid as herein provided are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well to offset producing wells on adjoining or adjacent premises.

9. Should it be determined that Lessor is not the owner of the entire tract above described then and thereupon Lessor shall receive a proportional amount in accordance with the rentals and royalties for any fraction of the above premises owned.

10. Payments of all moneys due on this lease may be made by cash or check, to LESSOR by deposit to the credit of LESSOR

and mailed to SAME AS ABOVE

11. Lessor agrees that Lessee is to have the privilege of using sufficient oil, gas or water, for fuel, in operating premises and the right at any time to remove any machinery or fixtures placed on said premises and further upon the payment to the lessor of one dollar and all amounts due hereunder said Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessor describing the portion of the above tract that it elects to surrender or by returning to Lessor the lease with the endorsement of surrender thereon or recording the surrender of this lease on the margin of the record hereof, either of which shall be a full and legal surrender of this lease, to all of said tract or such portion thereof as said surrender shall indicate and a cancellation of all liabilities under same of each and all parties hereto, to the extent indicated on said surrender, and the acreage rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof.

BOOK 80 PAGE 99

12. All covenants and conditions between the parties hereto shall extend to their heirs, executors, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the land herein described; Lessor further agrees that the Lessee shall have the right at any time to redeem for Lessor, or otherwise acquire by payment, any mortgage or any other liens upon the above described lands which in any manner affect the Lessee's interest therein in the event of default of payment by Lessor and be subrogated in full to all the rights of the holder thereof the same as if Lessee were the original owner of said mortgage or lien.

Any additions to the above agreement that are noted below are a part of this lease and are agreed to by both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Signed and Acknowledged in the Presence of:

Carl N. Clark
CARL N. CLARK

Merrill K. Walton
MERRILL K. WALTON
SS# 203-26-8621
Gladys L. Walton
GLADYS L. WALTON

STATE OF INDIANA)
 COUNTY OF HENDRICKS) SS.

Individual

Before me, a Notary Public in and for said county and state, personally appeared the above named MERRILL K AND GLADYS L WALTON

who acknowledged to me that THEY did execute the foregoing instrument and that the same is THEIR free act and deed for the uses and purposes therein set forth.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at COTTESVILLE, INDIANA this 19 day of SEPTEMBER, 1981

My Commission Expires: AUGUST 20, 1985

Carl N. Clark
 Notary Public

STATE OF _____)

This instrument was prepared by W. R. JONES

No. _____ Acres _____

OIL AND GAS LEASE
 From _____

To _____

RECORDED FOR RECORD
 BOOK 80 PAGE 99
SEP 23 1981
Marietta Adair
 RECORDER, HENDRICKS COUNTY

Year _____

Lessee _____

Rec'd for Record _____

Recorded _____

Book _____ Page _____

County Recorder _____

TITLE AND ENCUMBRANCE REPORT

DIVISION OF LAND ACQUISITION

INDIANA STATE HIGHWAY COMMISSION

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

Names on Plans MERRITT KEITH AND GLADYS WALTON

Names in Trans. Book SAME

Description or Addition	Sec.	Twp.	Rge.	Acreage	Political Twp. <u>CLAY & MARION</u>	
					Land	Improvements
WEST 1/4 NW	28	15N	2W	80.	4110	3380
Pt. SW SW	21	15N	2W	17.4	930	0

LAST OWNER OF RECORD

Deed Record 195 Page 359-360 Dated 12/18/64 Recorded 12/30/64 Type Deed EXECUTOR'S

Grantor CLYDE LAYMAN EXECUTOR OF THE ESTATE OF MINNIE LAYMAN

Grantee MERRITT KEITH WALTON AND GLADYS WALTON, HUSBAND AND WIFE

Address of Grantee R.R. #1, Box 17 COATSVILLE, IN 46121

MORTGAGE RECORD

Mortgage Record 168 Page 494-495 Amount \$25,500.00 Dated DECEMBER 29, 1964

Mortgagor MERRITT KEITH WALTON AND GLADYS LUCILLE WALTON, HUSBAND AND WIFE

Mortgagee THE FEDERAL LAND BANK OF LOUISVILLE, KENTUCKY

JUDGMENT RECORD Yes None LIS PENDENS RECORD Yes None

MISCELLANEOUS RECORD Yes None EASEMENT Yes None

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

TAXES SEE ENTRY #6 Current Paid 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 29TH Day of MAY 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:

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 15 NORTH OF RANGE 2 WEST, CONTAINING EIGHTY ACRES, MORE OR LESS. ALSO, A PART OF THE SOUTH WEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 21, TOWNSHIP 15 NORTH OF RANGE 2 WEST AND BOUNDED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION, RUNNING THENCE NORTH ON THE WEST LINE THEREOF, 4 CHAINS AND 86 LINKS TO THE SOUTH LINE OF THE RIGHT-OF-WAY OF THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RAILROAD, THENCE NORTHEAST ALONG THE SOUTH LINE OF THE RIGHT-OF-WAY OF SAID RAILROAD TO THE EAST LINE OF QUARTER QUARTER SECTION, THENCE SOUTH ON SAID EAST LINE 15 CHAINS AND 54 LINKS TO THE SOUTHEAST CORNER THEREOF, THENCE WEST ON SAID SOUTH LINE TO THE PLACE OF BEGINNING. EXCEPT THE FOLLOWING DESCRIBED LAND HERETOFORE DEEDED TO THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS R.R. ALL THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 15 NORTH OF RANGE 2 WEST, BOUNDED ON THE SOUTH BY A LINE AT THE UNIFORM DISTANCE OF 95 FEET AT RIGHT ANGLES FROM THE CENTER LINE OF THE RIGHT-OF-WAY OF THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD AND ON THE EAST AND WEST BY THE EAST AND WEST LINES OF SAID WEST HALF QUARTER, ALSO EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: FROM THE SOUTHWEST CORNER OF SECTION 21, TOWNSHIP 15 NORTH, RANGE 2 WEST OF THE SECOND PRINCIPAL MERIDIAN MEASURE EASTWARDLY 15 FEET ALONG THE SOUTH LINE OF SAID SECTION TO A POINT IN THE EAST LINE OF THE PUBLIC HIGHWAY FOR A PLACE OF BEGINNING; THENCE MEASURE NORTHWARDLY 204 FEET ALONG THE EAST LINE OF SAID HIGHWAY, THENCE DEFLECTING 22 DEGREES AND 7 MINUTES TO THE RIGHT MEASURE 127 FEET TO A POINT IN THE GRANTEE'S SOUTHEASTLY RIGHT-OF-WAY LINE, THENCE DEFLECTING 40 DEGREES AND 6 MINUTES TO THE RIGHT, MEASURE NORTHEASTWARDLY 134 FEET ALONG SAID RIGHT-OF-WAY LINE, THENCE DEFLECTING 139 DEGREES AND 54 MINUTES TO THE RIGHT MEASURE SOUTHWESTWARDLY 404-5/10 FEET TO THE PLACE OF BEGINNING CONTAINING 49/100 OF AN ACRE, MORE OR LESS, IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 15 NORTH OF RANGE 2 WEST.

CONTIGUOUS PROPERTY

<u>DEED RECORD</u>		<u>PAGE</u>
154		433
168	(ALL ATTACHED)	511-512
230		443
259		53

351 + 53.07
 3 + 20.76

 354 + 73.83

CHAIN OF TITLE

ENTRY #1

GRANTOR: CHARLES M. EWING AND LILLIE
D. EWING, HIS WIFE

WARRANTY DEED #
DEED RECORD 103, PAGE 177-178
DATED MARCH 27, 1908
RECORDED APRIL 6, 1908

GRANTEE: MINNIE B. LAYMAN

CONVEYS: REAL ESTATE. DEED ATTACHED

DULY ACKNOWLEDGED

SIGNED: GRANTOR

ENTRY #2

GRANTOR: MINNIE B. LAYMAN

EASEMENT #395
MISCELLANEOUS RECORD 22, PAGE 571
DATED AUGUST 27, 1937
RECORDED FEBRUARY 16, 1938

GRANTEE: HENDRICKS COUNTY RURAL
ELECTRIC CORPORATION

CONVEYS: AN EASEMENT OVER GRANTORS PROPERTY. NO CENTERLINE DESCRIPTION
GIVEN. COPY NOT ATTACHED.

DULY ACKNOWLEDGED

SIGNED: GRANTOR

ENTRY #3

GRANTOR: MINNIE B. LAYMAN

RIGHT-OF-WAY GRANT #6902
DEED RECORD 235, PAGE 583
DATED JANUARY 30, 1940
RECORDED FEBRUARY 28, 1975

GRANTEE: STATE OF INDIANA

CONVEYS: RIGHT-OF-WAY. NO COPY

DULY ACKNOWLEDGED

SIGNED: GRANTOR

ENTRY #4
(CAPTION)

GRANTOR: CLYDE LAYMAN, EXECUTOR OF
THE ESTATE OF MINNIE LAYMAN

EXECUTOR'S DEED #9644
DEED RECORD 195, PAGE 359-360
DATED DECEMBER 18, 1964
RECORDED DECEMBER 30, 1964

GRANTEE: MERRITT KEITH WALTON AND GLADYS
WALTON, HUSBAND AND WIFE

CONVEYS: CAPTION REAL ESTATE. DEED ATTACHED.

DULY ACKNOWLEDGED

SIGNED: GRANTOR

ENTRY #5

MORTGAGOR: MERRITT KEITH WALTON AND GLADYS
LUCILLE WALTON, HUSBAND AND WIFE

MORTGAGE #9645
MORTGAGE RECORD 168, PAGE 494-95
DATED DECEMBER 18, 1964
RECORDED DECEMBER 30, 1964
AMOUNT \$25,500.00

MORTGAGEE: THE FEDERAL LAND BANK OF
LOUISVILLE, KENTUCKY

ENCUMBERS: CAPTION REAL ESTATE. MORTGAGE ATTACHED.

DULY ACKNOWLEDGED

SIGNED: MORTGAGORS

ENTRY #6

TAXES:

TAXES ARE ASSESSED IN CLAY AND MARION TOWNSHIP, IN THE
NAME OF MERRITT K. AND GLADYS WALTON

	<u>DHP</u>	<u>EACH INSTALMENT</u>
CLAY	#18-1	\$219.10
MARION	#21-19	\$ 25.31

1977 PAYALBE 1978. PAID IN FULL.
1978 PAYABLE 1979. NOT POSTED.

This Indenture Witnesseth, That Charles M. Ewing and Lillie D. Ewing his wife of Henricks County, in the State of Indiana Convey and Warrant to Minnie B. Layman of Putnam County in the State of Indiana for and in consideration of the sum of Eight thousand two hundred and thirty five dollars (\$8235) the receipt whereof is hereby acknowledged the following described Real Estate in Henricks County, in the State of Indiana, as followstowit:

The west half of the North west quarter of section Twenty eight (28) Township Fifteen North of Range two (2) West, containing eighty acres more or less. Also a part of the South west quarter of the South West quarter of section Twenty one (21) Township Fifteen (15) North of Range two (2) West, and bounded as follows towit: beginning at the Southwest corner of said quarter quarter section, running thence North on the West line thereof, Four (4) chains and eighty six (86) links to the South line of the right of way of the Cleveland, Cincinnati, Chicago & St. Louis Rail road, thence North east along the south line of the right of way of said railroad to the East line of said quarter quarter section, thence South on said east line Thirteen (13) chains and fifty four (54) links to the Southeast corner thereof, thence west on said south line to the place of beginning, Except the following described land heretofore deeded to the Cleveland, Cincinnati, Chicago & St. Louis R. R. all that part of the West half of the South west quarter of section twenty one (21) Township Fifteen North of Range two (2) West. bounded on the South by a line at the uniform distance of

*Some
Captions*

ninety five feet at right angles from the center line of the right of way of the Cleveland, Cincinnati, Chicago and St. Louis Rail road and on the East and West by the East and West lines of said West half quarter, also except the following described real estate to wit: from the South West corner of section twenty one (21) Township Fifteen North Range two (2) West of the second principal Meridian measure Eastwardly fifteen feet along the South line of said Section to a point in the East line of the Public highway for a place of beginning; thence measure Northwardly Two hundred and four (204) feet along the East line of said highway, thence deflecting 22 degrees and seven minutes to the right measure 127 feet to a point in the grantees Southeasterly right of way line, thence deflecting 40 degrees and six minutes to the right, measure Northeasterly 134 feet along said right of way line, thence deflecting 139 degrees and 54 minutes to the right measure South westwardly $404 \frac{5}{10}$ four hundred and four and five tenths feet to the place of beginning containing $49 \frac{1}{100}$ forty nine one hundredths of an acre more or less, in the South west quarter of the South west quarter of section twenty one Township Fifteen North of Range two west.

The grantees hereby assumes the payment of a certain mortgage given by John L. Ragan and wife to the Union Central Life Insurance Co. for the sum of Sixteen hundred dollars. Dated August 19th 1901, and recorded in Mortgage record No. 41 page 106.

In Witness Whereof, the said Charles M. Ewing and and Lillie D. Ewing, his wife have hereunto set their hands and seals this 27th day of March 1903.

Charles M. Ewing	seal
Lilly D. Ewing	seal

State of Indiana Putnam County SS.

Before me, the undersigned a Notary Public in and for said County this 27th day of March 1903 personally appeared the within named Charles M. Ewing and Lillie D. Ewing his wife and acknowledged the execution of the annexed deed.

Witness my hand and official seal.

Albert E. Harris (seal)

My Commission expires

Notary Public

Dec. 7, 1911.

Entered for Record April 6th 1903 at 9:30 A. M.

John S. Duckworth
R. H. C.

ADMINISTRATOR'S DEED

ENTERED FOR RECORD

Dec 30 1914

7644

December

30 14

60

FORM No. 2515 (1907)

Wm. D. Barford Printing Co., Indianapolis

Hendricks County EXECUTOR'S

ADMINISTRATOR'S DEED

CLYDE LAYMAN

Executor Administrator of the

estate of MINNIE LAYMAN, deceased

as such Administrator, by order of the Superior Court of HENDRICKS

County, in the State of Indiana, entered in Order Book _____ of said Court, on page _____

CONVEYS to MERRITT KEITH WALTON AND GLADYS WALTON, husband and wife

of HENDRICKS County, in the State of INDIANA for the sum

of Thirty Thousand Dollars (\$30,000.00) DOLLARS,

the receipt of which is hereby acknowledged, the following REAL ESTATE in

HENDRICKS County, in the State of Indiana, to wit:

The West half of the Northwest quarter of Section 28, Township 15 North of Range 2 West, containing eighty acres, more or less. Also, a part of the South West quarter of the South West quarter of Section 21, Township 15 North of Range 2 West and bounded as follows, to-wit:

Beginning at the Southwest corner of said quarter quarter section, running thence North on the West line thereof, 4 chains and 86 links to the South line of the right-of-way of the Cleveland, Cincinnati, Chicago & St. Louis Railroad, thence Northeast along the South line of the right-of-way of said railroad to the East line of quarter quarter section, thence South on said East line 13 chains and 54 links to the Southeast corner thereof, thence West on said South line to the place of beginning. Except the following described land heretofore deeded to the Cleveland, Cincinnati, Chicago & St. Louis R.R. All that part of the West half of the Southwest quarter of Section 21, Township 15 North of Range 2 West, bounded on the South by a line at the uniform distance of 95 feet at right angles from the center line of the right-of-way of the Cleveland, Cincinnati, Chicago and St. Louis Railroad and on the East and West by the East and West lines of said West half quarter, also except the following described real estate, to-wit: From the Southwest corner of Section 21, Township 15 North, Range 2 West of the second principal meridian measure Eastwardly 15 feet along the South line of said Section to a point in the East line of the public highway for a place of beginning; thence measure Northwardly 204 feet along the East line of said highway, thence deflecting 22 degrees and 7 minutes to the right measure 127 feet to a point in the grantees Southeasterly right-of-way line, thence deflecting 40 degrees and 6 minutes to the right, measure Northeastwardly 134 feet along said right-of-way line, thence deflecting 139 degrees and 54 minutes to the right measure Southwestwardly 404-5/10 feet to the place of beginning containing 49/100 of an acre, more or less, in the Southwest quarter of the Southwest quarter of Section 21, Township 15 North of Range 2 West.

*Some
other*



IN WITNESS WHEREOF, the said CLYDE LAYMAN
Executor
~~Administrator~~ as aforesaid, has hereunto set his hand and seal, this 18th
day of December A. D. 19 64

Clyde Layman (Seal)
Clyde Layman, Executor of the Estate of Minnie Layman
HENDRICKS County, ss:

State of Indiana,
Before me, MELVIN R. LIND, a Notary Public
in and for said County, this 29th day
of December A. D. 19 64, personally appeared CLYDE LAYMAN

Executor
Administrator of the estate of MINNIE LAYMAN
as such ~~Administrator~~ Executor, and acknowledged the execution of the
annexed deed.

My commission expires:
October 10, 1966
WITNESS my hand and notarial seal.
Melvin R. Lind (Seal)
Notary Public
(Official Character)

This instrument prepared by Melvin R. Lind, Attorney, Danville, Indiana.
12-30-64
Robert J. Vale, Judge

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

INDIANA

ENTERED FOR RECORD

Dec 15 1964
Gail S. [unclear]
Recorder Hendricks County

9645

THIS MORTGAGE, made this 18th day of December, 1964, by and between

-----Merritt Keith Walton and Gladys Lucille Walton, husband and wife-----

(hereinafter referred to as the Mortgagor), of Coatesville, Indiana, and THE FEDERAL LAND BANK OF LOUISVILLE, a corporation duly incorporated, existing and operating under an Act of Congress known as the Federal Farm Loan Act as amended (hereinafter referred to as the Mortgagee) of Louisville, Kentucky.

WITNESSES: That the Mortgagor does by these presents MORTGAGE AND WARRANT unto the Mortgagee, the following described real estate, together with its rents, issues and profits, and together with all buildings and improvements thereon or hereafter erected thereon and all appurtenances belonging thereto, situate in Hendricks County, State of Indiana, to-wit:

The West half of the Northwest quarter of Section 28, Township 15 North, of Range 2 West, containing eighty acres, more or less.

Also, a part of the South West quarter of the South West quarter of Section 21, Township 15 North of Range 2 West and bounded as follows, to-wit: Beginning at the Southwest corner of said quarter quarter section, running thence North on the West line thereof 4 chains and 86 links to the South line of the right-of-way of the Cleveland, Cincinnati, Chicago & St. Louis Railroad, thence Northeast along the south line of the right-of-way of said railroad to the East line of quarter quarter section, thence South on said East line 13 chains and 54 links to the Southeast corner thereof, thence West on said South line to the place of beginning, EXCEPT the following described land heretofore deeded to the Cleveland, Cincinnati, Chicago & St. Louis R. R. all that part of the West half of the Southwest quarter of Section 21, Township 15 North, of Range 2 West, bounded on the South by a line at the uniform distance of 95 feet at right angles from the center line of the right of way of the Cleveland, Cincinnati, Chicago and St. Louis Railroad and on the East and West by the East and West lines of said West half quarter, also, EXCEPT the following described real estate, to-wit: From the Southwest corner of Section 21, Township 15 North, Range 2 West of the second principal meridian Eastwardly 15 feet along the South line of said Section to a point in the East line of the Public highway for a place of beginning, thence measure Northwardly 204 feet along the East line of said highway, thence deflecting 22 degrees and 7 minutes to the right measure 127 feet to a point in the grantees Southeasterly right-of-way line, thence deflecting 40 degrees and 6 minutes to the right, measure Northeastwardly 134 feet along said right-of-way line, thence deflecting 139 degrees and 54 minutes to the right measure Southwestwardly 404 - 5/10 feet to the place of beginning, containing 49/100 of an acre, more or less, in the Southwest quarter of the Southwest quarter of Section 21, Township 15 North, of Range 2 West.

The East half of the northwest quarter of Section 28, Township 15 North, of Range 2 West, containing 80 acres, more or less.

Containing in all 177.4 acres, more or less.

POP

This Mortgage is given to secure the payment of a note of even date herewith executed and delivered by the Mortgagor to the Mortgagee in the principal sum of Twenty-five thousand five hundred Dollars with interest at the rate stated in said note, said principal being payable on an amortization plan, the last installment being due on the 1st day of June, 2000, without any relief whatever from valuation or appraisement laws, and the Mortgagor further promises and agrees to pay reasonable attorney's fees.

The Mortgagor covenants and agrees (1) to pay, when due, the several installments of interest and principal of the debt secured hereby, in accordance with the terms of this mortgage and of the promissory note hereby secured, and all taxes, liens, judgments or assessments lawfully against said property; (2) to use the proceeds of the loan secured hereby solely for the purposes specified in the Mortgagee's application for said loan; (3) to keep said property insured to the satisfaction of and under policies deposited with the Mortgagee, and to pay the cost of such insurance, and to be applied on the indebtedness hereby secured as used in accordance with applicable regulations for reconstruction of buildings destroyed, to cultivate said premises as the Mortgagee may elect; (4) to maintain improvements in good repair, to refrain from the commission of waste, to cultivate said premises in a good husbandmanlike manner and not to cut, remove or permit the cutting or removal of timber therefrom except for domestic use; (5) to pay all expenses incurred by the Mortgagee in securing the original or supplemental abstracts of title and to pay all court costs, expenses and attorney's fees incurred by the Mortgagee in defending and enforcing the lien of the within mortgage; and any such costs, expenses or fees paid by the Mortgagee shall become a part of the debt secured hereby; (6) that if the Mortgagor fails to pay when due any tax, lien, judgment, assessment, court cost, expenses and attorney's fees or for any abstract of title, or to maintain insurance as hereinbefore provided, the Mortgagee may, at its option, but not its duty, cause to be paid and defaulted payments of principal and interest shall bear interest from date of payment in default at the best rate authorized by law not exceeding six percent (6%) per annum and be secured hereby; (7) that there are hereby specifically assigned to the Mortgagee all rents, royalties, revenues, damages and payments of every kind at any time accruing under or becoming payable on account of any and all oil, gas, mining and mineral leases, rights or privileges of any kind now existing or that may hereafter come into existence covering the said property, or on account of any condemnation proceedings or other seizure of all or part thereof under the right of eminent domain or otherwise, and the Mortgagee, at his option, may collect and receive the same as the same become due and payable, and all moneys received by the Mortgagee by reason of this assignment may be applied, at the option of the Mortgagee, upon any unpaid amounts of principal and/or interest, whether or not the same shall be due and payable; provided that nothing herein shall be construed as a waiver of the priority of the lien of this mortgage over any such lease, rights or privileges granted subsequent to the date of this mortgage; (8) that the Mortgagee may extend and defer the maturity of and renew and reamortize said indebtedness, release from liability any party liable thereon, and release from the lien hereof portions of said property, without affecting the priority hereof or the liability of the Mortgagor or any other party for the payment of said indebtedness, all such extensions, deferrals, renewals, and reamortizations to be secured hereby; (9) that if the Mortgagor shall sell the premises and the purchaser thereof does not assume and agree to pay the indebtedness secured hereby, or if the Mortgagor defaults in the payment of said indebtedness, or with respect to any warranty, covenant, or agreement herein contained, then, at the Mortgagee's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the highest rate authorized by law not exceeding six percent (6%) per annum, and the Mortgagee shall have the right to enter upon and take possession of said premises and to foreclose this instrument; (10) that in any foreclosure action or other proper proceeding the court shall, at the request of the Mortgagee, appoint a receiver for said premises with the usual powers of receivers in like cases; (11) that the omission of the Mortgagor to exercise its option upon any default as aforesaid, or to exercise any other option or right hereunder, shall not preclude it from the exercise thereof at any subsequent time or for any subsequent default; (12) that the covenants, agreements and provisions herein contained shall be binding upon and inure to the benefit of the heirs, devisees, personal representatives, grantees, successors and assigns of the respective parties; (13) that wherever in this mortgage either the Mortgagor or the Mortgagee is named or referred to, such naming or reference includes all of the class and the assigns, heirs, personal representatives, grantees, or successors of either, as the case may be; and that the pronoun as used herein in the third person singular, includes the person, number and gender appropriate to the first designation of the parties.

THE CONDITION OF THIS MORTGAGE is such that if the Mortgagor shall well and truly make all payments called for in said note in accordance with its terms, and shall perform and comply with each and all the covenants, conditions and agreements, either in said note or in this mortgage contained, then this mortgage shall be null and void, otherwise the same shall remain in full force and virtue in law.

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand, the day and year first written above.

Merritt Keith Walton
 Merritt Keith Walton
Gladys Lucille Walton
 Gladys Lucille Walton

STATE OF INDIANA }
 COUNTY OF Hendricks

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

-----Merritt Keith Walton and Gladys Lucille Walton, husband and wife-----

who acknowledged the execution of the foregoing instrument, as their voluntary act and deed.

Witness my hand and seal this 27th day of December

19 64

My commission expires

[Signature]
 Notary Public

This mortgage prepared for The Federal Land Bank of Louisville, a corporation, by E. H. Romer, its principal attorney, Louisville, Kentucky

No. 10994 ✓ LESTER WALTON ET UX MERRITT KEITH WALTON ET UX

THIS INDENTURE WITNESSETH, That Lester Walton and Velma Walton husband and wife of Hendricks County, and State of Indiana

COWEY AND WARRANT to Merritt Keith Walton and Gladys Lucille Walton husband and wife of Hendricks County, in the State of Indiana for the sum of one dollar and other valuable consideration 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 East half of the Northwest quarter of Section 28, Township 15, North of Range 2 West bounded and described as follows, to-wit: Beginning at the Southeast corner of said quarter Section, thence West on and along the South line thereof a distance of 425 feet to the starting point of this description; thence North parallel with the East line of said quarter Section a distance of 150 feet; thence West a distance of 90 feet; thence South 150 feet to the Southline of said quarter Section; thence East 90 feet on and along the South line thereof to the place of beginning. Subject to all taxes and assessments for the year 1952 and thereafter.

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.

D.R.

IN WITNESS WHEREOF, The said Lester Walton and Velma Walton, husband and wife have hereunto set their hand and seals this 2nd day of April, 1952.

Lester Walton (SEAL)
Lester Walton
Velma Walton (SEAL)
Velma Walton

STATE OF INDIANA }
Hendricks County } ss:

Personally appeared before me Claud D. Raber a Notary Public in and for said County and State Lester Walton and Velma Walton, 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 2nd day of April, 1952.

(SEAL)

Claud D. Raber (Seal)
Claud D. Raber Notary Public

My Commission expires June 20, 1952.

Transferred April 2, 1952.
Entered for record April 2, 1952 at 2:34 P.M.
Revenue stamps affixed and cancelled \$0.55.

Maude E. Ryerson
R. H. C.

No. 1845 ✓ LESTER WALTON ETUX TO MERRITT KEITH WALTON ETUX

THIS INDENTURE WITNESSETH, That LESTER WALTON and VELMA WALTON, his wife of HENDRICKS County, and State of INDIANA CONVEY AND WARRANT to MERRITT KEITH WALTON and GLADYS LUCILLE WALTON, husband and wife of HENDRICKS County, and State of INDIANA for the sum of One Dollar and Other Valuable Consideration Dollars, the receipt of which is hereby acknowledged, the following REAL ESTATE, in HENDRICKS County, in the State of Indiana, to wit:

The East half of the Northwest quarter of Section 28, Township 15 North of Range 2 West, containing 80 acres more or less

0.6
Except a part of the East half of the Northwest quarter of Section 28, Township 15, North of Range 2 West bounded and described as follows, to-wit: Beginning at the Southeast corner of said quarter section, thence West on and along the South line thereof a distance of 425 feet to the starting point of this description; thence North parallel with the East line of said quarter Section a distance of 150 feet; thence West a distance of 90 feet; thence South 150 feet to the South line of said quarter Section; thence East 90 feet on and along the South line thereof to the place of beginning.

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 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, since April 8, 1940; that these representations are made under oath to induce the acceptance of this deed of conveyance.

IN WITNESS WHEREOF, The said LESTER WALTON and VELMA WALTON, his wife have hereunto set their hands and seals this 26th day of AUGUST 1954

Lester Walton (SEAL)
LESTER WALTON

Velma Walton (SEAL)
VELMA WALTON

STATE OF INDIANA }
HENDRICKS County } ss:

Personally appeared before me CLAUD D. RABER a NOTARY PUBLIC in and for said County and State LESTER WALTON and VELMA WALTON, his 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 26th day of AUGUST 1954

SEAL

Claud D. Raber (SEAL)
CLAUD D. RABER
Notary Public

My Commission expires JUNE 20, 1955.

Transferred August 26, 1954.
Entered for record August 26, 1954 at 12:15 A.M.
Revenue stamps affixed and cancelled \$6.60.

Claud D. Raber
R.H.C.

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Harry O. Lambert and Jeanette Lambert, husband and wife ("Grantor")

of _____ County, in the State of Indiana, CONVEY AND WARRANT to Merritt Keith Walton and Gladys Lucille Walton, husband and wife

of _____ County, in the State of Indiana, for the sum of One Dollars (\$ 1.00) and other

valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Hendricks County, in the State of Indiana:

A parcel of land located in the Northeast Quarter of Section 28, Township 15 North, Range 2 West, in Clay Township, Hendricks County, Indiana, more particularly bounded and described as follows, to-wit: Being a part of the Northeast Quarter of Section 28, Township 15 North, Range 2 West, beginning at the Southwest corner thereof; thence North on and along the West line of said Quarter Section 2652.50 feet to the Northwest corner of the Northeast Quarter of said Section; thence east on and along the North line of the Quarter Section 1311.65 feet to the Northeast corner of the West Half of the Quarter Section; thence South 2651.53 feet to a point on the South line of said Quarter Section; thence West along the South Quarter Section line 1316.05 feet to the place of beginning. The above described tract represents the West Half of the Northeast Quarter of Section 28, and contains 79.99 acres, more or less, subject to all easements and right-of-ways of record.

Subject to all real estate taxes now or hereafter due.

Subject to all easements, restrictions, zoning, assessments and encumbrances of record.

Duly entered for taxation this 4th day of January 1974

Mary Jane Keathen
AUDITOR HENDRICKS COUNTY

10755
ENTERED FOR RECORD
BOOK 230 JAN - 4 1974
PAGE 443-4

Mary Margaret Gordon
RECORDER HENDRICKS COUNTY

IN WITNESS WHEREOF, Grantor has executed this deed this 1ST day of November, 1973.

Signature Harry O. Lambert (SEAL)
Printed Harry O. Lambert

Signature Jeanette Lambert (SEAL)
Printed Jeanette Lambert

STATE OF INDIANA
COUNTY OF HENDRICKS } ss:

Before me, a Notary Public in and for said County and State, personally appeared _____

Harry O. Lambert and Jeanette Lambert, husband and wife who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 1ST day of November 1973.

My commission expires January 27, 1975

Signature Donald W. Pope
Printed DONALD W. POPE, Notary Public

This instrument was prepared by Harlan H. Hinkle, attorney at law.

WARRANTY DEED

BOOK 239 PAGE 43

THIS INDENTURE WITNESSETH, That 13358
Clyde K. Layman and Mabel
Jean Layman, husband and wife ("Grantor")

of Hendricks County, in the State of Indiana, CONVEY

AND WARRANT to Merritt Keith Walton and Gladys L. Walton,
husband and wife

of Hendricks County, in the State of Indiana, for the sum

of one ----- Dollars (\$1.00) and other

valuable consideration, the receipt of which is hereby acknowledged, the following described real

estate in Hendricks County, in the State of Indiana:

A part of the southwest quarter of Section 28, Township 15 North, Range 2 West and beginning at a point which is 111.87 feet east of the northwest corner of the southwest quarter of said section; thence continuing east on and along the north quarter section line for a distance of 878.13 feet to a point; thence South 0 degrees 9 minutes 30 seconds west for a distance of 880.00 feet to a point; thence North 89 degrees 51 minutes 30 seconds west for a distance of 961.50 feet to a point on the west right of way of Indiana S. R. 75; thence traversing in a northerly direction on and along the west right-of-way of Indiana S. R. 75 for 524.29 feet along a curve whose internal angle is 7 degrees 46 minutes 58 seconds degree of curvature is 1.48445 degrees, radius is 3,859.72 feet and a long chord of 523.95 feet to a point; thence continuing along said right-of-way north 0 degrees 47 minutes 40 seconds west for a distance of 258.10 feet to a point; thence with said right of way north 35 degrees 05 minutes 20 seconds east for a distance of 102.42 feet to a point; thence north 0 degrees 15 minutes east for a distance of 16.38 feet to the point of beginning. Said tract contains 19.04 acres, more or less, and excludes the right of way of Indiana S. R. 75 and is subject to all other easements and rights-of-way of record.

ENTERED FOR RECORD
BOOK 239 OCT 15 1975 10:58
Mariella Abbott
CLERK HENDRICKS COUNTY

Duly entered for taxation this 15
day of October 1975
Mary Jane Keather's
AUDITOR HENDRICKS COUNTY

Subject to all taxes now a lien and to become a lien thereon
Send tax statement to _____

IN WITNESS WHEREOF, Grantor has executed this deed this 15 day of
October, 1975.

Signature Clyde K. Layman (SEAL)
Printed Clyde K. Layman

Signature Mabel Jean Layman (SEAL)
Printed Mabel Jean Layman

STATE OF INDIANA
COUNTY OF HENDRICKS } SS:

Before me, a Notary Public in and for said County and State, personally appeared

Clyde K. Layman and Mabel Jean Layman, husband and wife
who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 15 day of Oct, 1975.

My commission expires

Signature Frank H. Johnson

July 10, 1977

Printed FRANK H. JOHNSON Notary Public

Contiguous DA 239 Page 53